

CONTRACT ORDER

This Contract Order is for a software lease agreement and associated support and maintenance for the 'Qube' system.

CONTRACT REFERENCE NUMBER:		project_31993, ecm TBC	
DATE:		6 th May 2021	
PURCHASE ORDER NUMBER:		TBC	
FROM:	The Environment Agency	TO:	Wallingford Hydro Solutions Ltd
Horizon House Deanery Road Bristol		Maclean Building Benson Lane Crowmarsh Gifford Wallingford Oxon OX10 8BB	
BS1 5AH			
Contract Supervisor:			
Job Title: Procurement Officer			
Telephone No:			
E-mail Address:			
DELIVERY LOCATION:		INVOICE ADDRESS:	
Environment Agency Horizon House Deanery Road Bristol BS1 5AH		Procure To Pay (England) Shared Service Connected Ltd Environment Agency Po Box 797 Newport Gwent NP10 8FZ	

SERVICES:

The services to be provided by the suppliers are detailed in the attached Lease Agreement v1 document:

An extract of Schedule 1 of the above embedded document which outlines the service level agreement is included in Annex 1 below.

An extract of Schedule 2 of the above embedded document which outlines the service level agreement is included in Annex 2 below.

Exploitation and Royalty Payments

The parties recognise that the Software will be leased by WHS on a like for like annual basis to third party customers in return for an Annual Licence Fee

The parties further recognise that the third party customers leasing the Software may lease the CORE functionality or the CORE functionality and the AIE functionality.

The parties also recognise that WHS may also release the CORE functionality to other third parties on a credit based pay per view basis.

WHS agrees that the structure of the Annual Licence Fee for the lease of the Software leased to third parties will be in accordance with the fraction of total fee pricing structure specified in Table 1.

The Environment Agency will receive a royalty on each annual lease of the Software to third parties that includes the lease of the AIE extension functionality.

The value of the royalty will be equivalent to the lease fee owed for the AIE extension functionality to WHS. These royalty payments will be accrued, without deduction to the Environment Agency.

An example of the royalty payment entitlement for the AIE extension functionality is shown below:

Lease item	Fee

* Royalty payment due to the Environment Agency.

The Environment Agency's right to these Royalty payments will survive the termination of this Agreement, and persist in perpetuity.

WHS will report the accrued value of AIE lease fees to the Environment Agency on a quarterly basis. The report will include the name of the leasing third parties and the breakdown of the lease fees paid by the leasing third parties and the start and end date of the lease period.

No later than one calendar month before due date for the payment of annual lease fees under this agreement by the Environment Agency the Environment Agency reserves the right to request that all, or part of the balance of accrued Royalty payments shall be deducted from the lease fee due to WHS. Upon receipt of this request WHS shall issue a statement of account to the Environment Agency stating the total lease fee due, the value of the accrued Royalty payments to be deducted from the lease fee, the net lease fee to be paid and the balance of the Royalty accrual following payment.

If the value of the accrued Royalty payments exceed the total annual lease fees due under this agreement, or if the Environment Agency has ceased to renew the annual lease of the Software the Environment Agency will issue an invoice to WHS for the value of the accrued Royalty within 3 calendar months of the anniversary of the lapsed lease agreement, this is on the condition that WHS has provided all information required to enable the Environment Agency to raise the invoice. Upon receipt of an invoice WHS will pay the accrued royalties to the Environment Agency.

CONTRACT PERIOD: 1st April 2021 to 31st March 2022

Commencement Date:	1 st April 2021
--------------------	----------------------------

Duration:	12 months
CONTRACT PRICE EXCLUDING VAT:	CONTRACT PRICE INCLUDING VAT:
██████████	£40,709
PAYMENT PROFILE, RATES AND CHARGES:	
Annual payment due up front.	
AGENCY RESPONSIBILITIES:	
Any responsibilities of the Agency are covered in the attached Lease Agreement	
CONTRACTOR RESPONSIBILITIES:	
MANAGEMENT INFORMATION:	
We will require you to quote the Purchase Order number on all invoices to ensure timely payment.	
CONDITIONS:	
The following terms and conditions will apply:	
General Terms and conditions:	
<p>1. Intellectual Property Rights and Software Licensing</p> <p>1.1 All Intellectual Property Rights in the Software and Services specified and developed under the Contract Order will reside with the contractor. For avoidance of doubt the Agency shall not obtain any ownership of the Intellectual Property Rights residing in the Software.</p> <p>1.2 All Software provided pursuant to Agreement shall unless otherwise agreed be subject to the licence terms set out in the Software Licence agreement included at Annex 1 to the Contract Order.</p> <p>1.3 This Software Licence will terminate upon completion or termination of this Agreement.</p> <p>2. Precedence</p> <p>2.1 To the extent of and only to the extent of any conflict between the documents that form this Contract Order the Software License Agreement (Annex 1) shall take precedence over the Special Conditions for support and maintenance; software</p>	

development; software licence; hosting and the Agency General Conditions (including GDPR General Conditions).

PLEASE NOTE: This contract should be read in conjunction with the following two documents, extracts from which are contained within this contract.

- 2021-2022 – EA Qube Lease Change Control
- EA Qube Lease Fee and Royalty statement 2021 – 2022

SIGNATURE:

Signed on behalf of the Environment
Agency:

Signed on behalf of the Contractor:

Authorised Signatory:

Authorised Signatory:

.....

.....

██████████

██████████

Job title: Procurement Officer

Job title: Director

Date:

██████████

Date:

██████████

Annex 1: Software License Agreement

1. Defined Terms

In these Terms:

"Agreement"	means the legally binding Annual Lease Agreement made between you and us, by entering into this Agreement you accept these Terms;
"Authorised User"	means any person within your organisation whom you permit to access and use the Service;
"Data"	means the environmental data refers to digital data sets accessed with the Software that are supplied by Wallingford HydroSolutions Ltd as part of the Software;
"Documentation"	means any documentation relating to the Service or Software provided or made available to you by us (including qubedocs.hydrosolutions.co.uk);
"End Date"	means the date of the last day of an Annual Lease Agreement for the service;
"Results"	means: <ul style="list-style-type: none">a) the Flow Estimates;b) the Environmental Estimates;c) a Work or Works incorporating the Flow Estimates; ord) a Work or Works directly or indirectly derived from the Flow Estimates or extracts thereof (for example through the use of environmental modelling software) the creation of which substantially relied on the Flow Estimates, whether quantitatively or qualitatively;
"Flow Estimates"	means the estimates of river flows, which may be estimates of mean flow, estimates of flow duration curves or estimates of river flow time series, generated using the Software, through the presentation of a set of criteria by a query, using the Service;
"Environmental Estimates"	means the retrieval of the Data using the Software or the generation of statistical summaries of the Data using the software through the presentation of a set of criteria by a query, using the Service;
"Artificial Influences Data"	refers to data supplied by you, or that may be incorporated by you in your use of the Software that describes water use within the catchment;
"Service"	means the provision of access to the Software Service provided by use through the Website;
"Software"	means the Qube online software application;
"Standard User"	means a user who is not an Educational User;
"Start Date"	means the date of the first day of an Annual Lease Agreement for the service;
"We" or "us"	means Wallingford HydroSolutions Ltd (WHS);
"Website"	means the web address notified to you for access of the service;
"Work"	means a work, table, collection of data or materials, computer program, map or model; and

"You" means the company or other organisation which employs an Authorised User of the Service or, in the case of an educational establishment, of which the Authorised User is a registered student, or the individual user his or herself if the user is not using the Service in the course of his or her employment or education.

2. Ownership of Rights

- 2.1 The Service, Software, the Data that are supplied by Wallingford HydroSolutions Ltd, and Documentation are all proprietary to us or to our licensors. We reserve all intellectual property rights, including copyright, in all such items, provided that copyright and database rights in the Data vest in Wallingford HydroSolutions Ltd or our licensors.
- 2.2 The Feature Data (Artificial Influences or Gauges) that are supplied by you are all proprietary to you.

3. Grant and Scope of Access Rights

- 3.1 Subject to your continued compliance with these Terms, we hereby grant to you a non-exclusive, non-transferable right to use (and permit your Authorised Users to use) the Service, Documentation and Results during the term of the Agreement in accordance with these Terms.

4. Storage of Results

- 4.1 The Service also includes the facility to export, store and review the Flow Estimates and Environmental Estimates you have generated. However, we do not warrant the continued availability of stored Results and will not have any liability to you for the loss or corruption of any stored Results. You agree that you are responsible for ensuring that you have made back-up copies of any Results generated using the Service within your own systems.

5. Permitted Uses of Results

- 5.1 If you are Standard User, you may during the term of the Agreement, subject always to clause 6, generate Results and:
 - 5.1.1 use those Results internally for your private or business purposes or internally within your organisation (as applicable);
 - 5.1.2 provide copies of those Results to another Standard User who is appointed by you as a sub-contractor under a written contract, for use in relation to work carried out on your behalf, where the sub-contractor is obliged to return to you or destroy all copies of the Results at the end of the contract;
 - 5.1.3 if you are a public sector body, in furtherance of your public task:
 - (a) provide copies of those Results to a third party on request, where no direct or indirect charge is made other than to cover your direct costs of providing the report;

- (b) publish or otherwise place in the public domain copies of those Results on terms that no charge is made for access to it and the source is expressly acknowledged as provided in clauses 7.3 and 7.4,

provided that in each case the Results are provided for information purposes only and on condition that they may not be re-supplied to any third party or re-communicated to the public on commercial terms or for financial gain; or

- 5.1.4 provide copies of those Results to a third party pursuant to an order of a court, tribunal or other competent authority or to the extent that you are required to do so to comply with any applicable law or regulation.
- 5.2 Whether you are a Standard User or an Educational User, you may, subject always to clause 6, generate and use Results for the purposes of non-commercially-funded academic research or teaching or training and:
 - 5.2.1 communicate those Results in the course of the provision of teaching or training to recipients of that teaching or training; and
 - 5.2.2 publish those Results in an academic publication, without levying any charge to the publisher.
- 5.3 If you are a Standard User you may also, subject always to clause 6, do any of the activities permitted in clauses 5.1 and 5.2 above in relation to Results generated and supplied to you by another Standard User with whom you are collaborating in the joint production of Results pursuant to a fixed-term, written collaboration agreement. Where you are appointed as a sub-contractor under the terms of clause 5.1.2 on behalf of another Standard User you may supply Results generated by you under the sub-contract to that other Standard User in accordance with the terms of the sub-contract.
- 5.4 All other uses of Data or Results are subject to agreement of a separate licence, which, if granted, may require the payment of royalties.
- 5.5 For the avoidance of doubt, nothing in these Terms restricts your rights as a lawful user of any database consisting of the Data or any part thereof in relation to insubstantial parts of the contents of any such database, subject to your complying with your obligations as a lawful user of such database.
- 5.6 For avoidance of doubt, the Artificial Influences Data that are supplied by you exported from the service may be used by you without restriction.

6. Prohibited Uses

- 6.1 Notwithstanding any other provision of these Terms you may not, whether on your own or jointly or in collaboration with any other person:
 - 6.1.1 generate, use, provide copies of, publish or otherwise place in the public domain Results, or contract with any other person to do any of those things, where to do so would, by reason of the quantity or characteristics of the Flow Estimates incorporated in the Results and Data or relied upon to generate them, be unreasonable, would provide an unreasonable number of users with access to the Results, would take unfair advantage of your rights under the Agreement or any other person's agreement with us or would unfairly prejudice future sales of the Service or future versions of the Service;
 - 6.1.2 copy or communicate or make copies available to any third parties or the public, in any form and by any means, of all or any substantial part of the Data or Results, save to the extent expressly permitted under these Terms;
 - 6.1.3 use data mining software to extract Data from the Service or Software or to generate Results;

- 6.1.4 provide copies of Data or Results, to any third party on terms that permit their re-supply or their re-communication to the public by that or any other third party on commercial terms or for financial gain, except pursuant to a separate agreement between us and the third party in question;
 - 6.1.5 export or re-export any Data or Results without the appropriate United Kingdom or foreign government licences, if required.
- 6.2 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:
 - 6.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; nor
 - 6.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 6.3 You shall not:
 - 6.3.1 access all or any part of the Service and Documentation in order to build a product or service which competes with the Service and/or the Documentation;
 - 6.3.2 use the Service and/or Documentation to provide services to third parties (except as expressly permitted under these Terms); nor
 - 6.3.3 assist third parties (other than your Authorised Users) in obtaining access to the Service.
- 6.4 If you do any of the foregoing without our express permission, these Terms will be breached and your right to use the Service will terminate automatically. Such termination shall be in addition to and not in lieu of any other legal remedies available to us.

7. Your responsibilities

- 7.1 Unless otherwise agreed in writing, you must train your Authorised Users to understand the purpose, operations, and limitations of the Service. You are responsible for how you and they use the Service, the Data and any Results obtained.
- 7.2 You are responsible for the interpretation of any Data and Results.
- 7.3 Where our copyright or database rights subsist in Results, you must include the following statement on or in relation to all copies of them, including but not limited to maps and images: '© Qube and database right Wallingford HydroSolutions Ltd or its Licensors [year]. All rights reserved'. Where Results contain Ordnance Survey data you must also include the following statement: 'Contains Ordnance Survey data © Crown copyright and database right [year]. Where our copyright or database right do not subsist in Results, you must acknowledge the use of the Service when publishing or communicating Results as follows: 'results based upon Qube methodology and data, Wallingford HydroSolutions Ltd, [year]'
- 7.4 Use of the Service must be acknowledged within publications and reports, and on copies of Results, as follows: results based upon the Qube methodology and data, Wallingford HydroSolutions Ltd, [year]'
- 7.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us.

8. Data Protection

We shall, in providing the Service, comply with our Privacy Policy relating to the privacy and security of any personal data provided by you to us, available at www.hydrosolutions.co.uk or such other website address as may be notified to you from time to time, as such document may be amended from time to time by us.

9. Term and Termination

- 9.1 You are licenced to use the Service under these Terms for the duration of your Lease Agreement with us unless terminated in accordance with this clause or the general law. On termination of these Terms for whatever reason all licences granted under these Terms will cease, and, unless permitted under another agreement with us, you may not thereafter use the Service or generate, use, copy, provide copies of, publish or otherwise place in the public domain any Data or Results, whether on your own or with or through any other person, or assist or procure any other person to do any of those things.
- 9.2 You may terminate the Agreement at any time by written notice to us.
- 9.3 The Agreement will terminate immediately if you fail to comply with any term or condition of these Terms.
- 9.4 In the event of termination of the Agreement:
 - 9.4.1 we may at our option (but are not obliged to) continue to make available to you for such time as we may deem appropriate any stored Results or shapefiles created by you in your use of the Service; and
 - 9.4.2 any accrued rights or remedies of the parties as at termination shall not be affected.

10. Warranty and Disclaimer

- 10.1 We warrant that the Service will be provided with reasonable skill and care and will conform in all material respects with the Documentation.
- 10.2 The warranty in clause 10.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to our instructions or any instructions or requirements set out in the Documentation. Otherwise, if the Service does not conform with the foregoing undertaking, we will use reasonable endeavours to correct any such non-conformance within a reasonable period of time. Such correction shall be your sole and exclusive remedy for any breach of the warranty set out in clause 10.1.
- 10.3 We do not warrant that your use of the Service will be uninterrupted or error-free; nor that the Service, Documentation and/or Results will meet your requirements. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.4 We exclude and hereby expressly disclaim all express and implied warranties or conditions not stated herein so far as such exclusion or disclaimer is permitted under the applicable law. If you are a consumer these Terms does not affect your statutory rights.

11. Liability

- 11.1 Our total aggregate liability to you for any losses, damages, costs or expenses incurred by you in relation to your use of the Services or otherwise in connection with the subject matter of these Terms shall not exceed an amount equal to the sums paid by you under the Agreement in force on the date on which the event giving rise to such liability occurred.

- 11.2 In no event will we be liable to you for any:
- 11.2.1 indirect or consequential loss; or
 - 11.2.2 for any loss of profits, loss or corruption of data, business interruption or loss of contracts (in each case whether direct or indirect),
- even if we have been advised of the possibility of such loss. In particular, we accept no liability for the loss or corruption of any Results or other data made or stored using the Service nor for the costs of recovering or replacing such Results or data.
- 11.3 You hereby acknowledge and agree that the limitations contained in this clause are reasonable in all the circumstances.

12. General

- 12.1 Should any of the provisions in these Terms be held invalid or unenforceable, they shall be deemed modified or omitted only to the extent necessary to render them valid and enforceable and the remainder of these Terms shall be unaffected.
- 12.2 We will not be liable for any unavailability of the Service, or any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by events outside our reasonable control including (without limitation) natural disasters, failures of telecommunications networks, power failure, failure of our suppliers, data loss and the acts of any government.

13. Contacting Us

- 13.1 You may serve written notice to us for the purposes of these Terms by courier or post to our address set out above. You may also serve written notice to us, or otherwise contact us (including for the purposes of raising any enquiry regarding the operation of the Service, or to report faults to us) at software@hydrosolutions.co.uk.

14. Governing Law and Jurisdiction

- 14.1 These Terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts in relation to any dispute concerning the subject matter, interpretation or effect of these Terms.

Annex 2: Service Level Agreement

1. Overview

1.1 Roles and Responsibilities

- 1.1.1 The Lessee will appoint a Systems Administrator to co-ordinate activities on behalf of the Lessee.
- 1.1.2 WHS will be responsible for providing the support service defined in Clause 3.
- 1.1.3 The Lessee is obliged to act within the guidelines established in this Service Level Agreement (SLA). They are responsible for ensuring that they adhere to the specified procedures.

2. Contact Details

2.1 WHS Contact Details

- 2.1.1 WHS have nominated specified representative(s) for the Support and Maintenance of the Software.
- 2.1.2 The Lessee's System Administrator (SA) will be kept informed at all times of telephone, e-mail and address contact details for support requests.

2.2 Lessee Contact Details

- 2.2.1 The Lessee has nominated specified representative(s) to be the Systems Administrator (SA).

3. Definition of Support Service

3.1 Support

- 3.1.1 Support to be provided by WHS will include:
 - (a) Software and system fault diagnosis and correction.
 - (b) Advice and workarounds for reported problems.
 - (c) Software change & release management.
 - (d) Scientific advice on the interpretation of the results produced by the system.
 - (e) Upgrades of the Software to maintain its currency e.g. version control and update of software components / tools used within the Software.
 - (f) Functional Enhancements (science and software as specified by WHS).
 - (g) Description of deployment and how that deployment will be supported/maintained to meet our Level of Service.
- 3.1.2 WHS will provide support to all Authorised Users of the System within the Lessee's organisation. All calls for support will be routed through the Lessee's Systems Administrator.
- 3.1.3 The Support will not include:
 - (a) Provision of Training Services.
 - (b) Functional Enhancements requested by the Lessee unless agreed by WHS under Clause 4, agreement not to unreasonably withheld.
 - (c) Network connectivity from the end user to the WHS hosting provider.

3.2 Support Hours

3.2.1 During the Working Hours defined as 9:00 to 17:30, Monday to Friday and excluding UK Public Holidays WHS will provide the Lessee with:

- (a) a Help Desk service for the System and Software.
- (b) Retained staff with the necessary skills to support the System and Software.
- (c) Support as defined in Clause 3.1.
- (d) Level of Service availability as defined in Clause 3.4.

3.3 Priorities

3.3.1 Problems will be prioritised based on the categories defined below:

Priority	Impact	Likely Effect and Response
Category 1 (high)	Major impact on business	The system cannot be used or a function of critical importance to the business cannot be used, with no effective workaround. Bug fix to be provided.
Category 2 (medium)	Major inconvenience to users	Repeated errors that need fixing and consequently affect productivity of users. Implementation of fix can be delayed until next maintenance release. Work-around guidance to be provided where possible.
Category 3 (low)	Minor inconvenience to users	Do not affect productivity. If software fix is required, then fix can be delayed until next maintenance release. Work-around guidance to be provided where possible.

3.3.2 **Response Targets:** The following **target** response times shall apply to the Priorities defined above:

	Category 1	Category 2	Category 3
Initial response & agree action (time from when SA logs call with WHS)	Within 1 working day	Within 1 working day.	Within 5 working days

3.3.3 **Resolution Targets:** Triaging of the problem will identify whether this is a system or software related fault and apply the following resolution targets.

- (a) System Resolution Targets – For an incident identified as being system related the following resolution targets shall apply:

	Category 1	Category 2	Category 3
Target Resolution (time from when the SA logs a call with WHS) to when a fix or workaround is implemented.	2 working days	10 working days	Next scheduled release

The Level of Service for System availability specified in Clause 3.4 excludes downtime caused by force majeure events, such as the unlikely sudden and irretrievable failure of its hosting providers.

- (b) Software Resolution Targets – For an incident identified as being software related the following resolution targets shall apply:

	Category 1**	Category 2	Category 3
Target Resolution (time from when the SA logs a call with WHS) to when fix is implemented in the Software	Within 20 working days	Within 6 months	Next scheduled release

*** Category 1 problems in this context are limited to problems in the science base within the software or code errors that do not preclude the operation of the software but once identified may result in a lack of confidence in the results provided by the software. Problems introduced by data corruption, data outside of anticipated bounds, the deployment of erroneous code leading to an acute failure of the system or other problems related to a failure in the underlying system shall be classified as system related and adhere to targets specified under System Resolution Targets.*

- 3.3.4 WHS will attempt to provide a fault fix within the times shown above; if a fault fix cannot be provided then a work-around, as agreed with the Systems Administrator, will initially be provided and a fault fix provided within a timeframe agreed between WHS and the Lessee. Spatial data bugs will always be classified as Category 3 bugs and be collated on a hydrometric area basis and will be fully documented by the Lessee. Fixes that can be implemented will be undertaken to an agreed time frame.

3.4 Service Level Availability

- 3.4.1 WHS will maintain a documented level of service regarding availability of online access to the Product by Authorised Users to a level of 99% compliance during the Working Hours defined as 9:00 to 17:30, Monday to Friday (excluding UK Public Holidays).

3.5 Hosting

- 3.5.1 Business logic is implemented on a web application server, Microsoft Azure Platform as a Service (PAAS) — Microsoft's cloud computing platform.
- 3.5.2 All privileged data is hosted on the Azure PAAS supporting database. Qube uses an "Azure Database for PostgreSQL servers" PostgreSQL database and uses the Azure firewall and built-in database security to control access to the database.
- 3.5.3 The mapping server is hosted outside Azure, using a Hetzner hosting facility. This mapping server does not host any privileged data.

3.6 Security

- 3.6.1 User logins use two-factor authentication (2FA), with minimum strength requirements (including checks against 'popular' password lists). The system provides for login failures to be audited on a per-user basis. The Lessee's System Administrator(s) will be responsible for managing the list of authorised users and their various privileges.
- 3.6.2 Cryptographic protocols: TLS 1.2 minimum. HTTPS is enforced, and the system sends HSTS Strict-Transport-Security headers. Physical access control at MS Azure data centres. User passwords undergo multiple iterations of hashing and salting. Database firewall restricts external IP addresses.

- 3.6.3 Patching and Control of Technical vulnerabilities: Azure PAAS manage the patching of the application server and database. Servers outside Azure have scheduled updates for security-critical vulnerabilities.
- 3.6.4 The Qube system successfully underwent penetration testing by a third party body, BSI.

3.7 Backup and System Integrity

- 3.7.1 Monitoring system use: alert triggers have been configured to alert WHS developers to failure modes.
- 3.7.2 The system database is backed up using Azure Database Point in Time Restore for a fourteen-day window, supplemented by long-term weekly backups held in Azure Cloud Storage. Automated restore routines are used to restore these backups.
- 3.7.3 Virtual machines are used to replicate the production environment, reducing the risk of unforeseen problems when deploying to the production system.
- 3.7.4 Automated systems are employed to deploy and replace system data, populate and configure databases, and manage and orchestrate multiple remote production systems.
- 3.7.5 WHS source code is managed through a version control system with redundant daily backups.

3.8 Reporting Problems/'Bugs'

- 3.8.1 The Lessee's Systems Administrator may report problems/'bugs' to WHS initially via the telephone or via the support request form on the WHS Website at www.hydrosolutions.co.uk. If the Lessee has initially reported the problem/'bug' by telephone the Lessee will formally request support via the support request form with as much relevant diagnostic information as can be made available within 24 (twenty four) hours of the telephone call unless WHS advises that such compliance is unnecessary on any particular occasion. This report will include the specification of the problem / 'bug' to a suitable level of detail (as agreed with WHS) that will enable the fault to be replicated.
- 3.8.2 Upon receipt of a support request through the website WHS will issue a support ticket to the System Administrator by email.
- 3.8.3 WHS's support staff will diagnose the problem at their offices and provide a solution within the target response times defined here above.
- 3.8.4 The Lessee's Systems Administrator will co-operate fully with WHS personnel in the diagnosis and resolution of the problem.
- 3.8.5 WHS will maintain a technical issues log of all support requests made under this SLA, bugs identified and fixes provided. The list will identify software and technical queries that have been raised by the Lessee's System Administrator(s), with details of their resolution.
- 3.8.6 Where the service provision for the resolution of software defects as it related to bug resolution is dependent upon the actions of a third party not directly employed or subcontracted by WHS, WHS will be responsible for liaising with the third party and resolving the issue without unreasonable delay, but the performance measures will not apply.

3.9 Service Performance Monitoring

3.9.1 WHS will provide details of the service performance upon request covering the following metrics on a quarterly basis:

(a) Breakdown of incidents / calls showing performance through the reporting period, e.g.:

- Percentage failing / achieving SLA
- Open at start of reporting period
- Opened during reporting period
- Converted to Problem Record/Known Error
- Closed/Resolved during reporting period
- Carried forward

(b) Availability of the service against this SLA.

4. Software Change – Enhancement

4.1 As detailed, the Support covered by this agreement does not include for Enhancements that do not lie within the WHS development plan for the software. The WHS software development plan will represent the common Enhancements from the spectrum of Enhancement requests from all lease holders and requests from the Lessee may be progressed, at WHS discretion, through that development plan. Alternatively, Enhancements requests can be progressed separately as Work Packages at the request of the Lessee. Work packages are authorised pieces of work let to the WHS through a contract variation to the main contract where budget, timescales, quality criteria, and deliverables are agreed prior to work commencing.

4.2 Requests for enhancements will be made in writing to WHS. WHS will provide up to a mutually agreed level of effort under this agreement to evaluate the request in respect to its implications to the system, and provide a written estimate of the effort and timescales required to complete the change. Where the change is considered complex or high risk, a fixed price quotation for fulfilling an in-depth impact analysis will be provided.

4.3 WHS will not commence any work packages until written authorisation to proceed and target completion date has been agreed by the Lessee.

