

Order Schedule 14 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	the Supplier accruing Service Credits which exceeds the Service Credit Cap;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	10% of the Estimated Yearly Charges;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- a) exceeds the relevant Service Level Threshold;
 - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data; and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

- 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 The Buyer may change the Service Levels using the Variation Procedure. The Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Order Start Date; and
 - 2.5.2 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

- 3.1 On the occurrence of a Critical Service Level Failure:
 - 3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period (**"Compensation for Critical Service Level Failure"**),
- provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

- 1.1 If the level of performance of the Supplier:
 - 1.2 is likely to or fails to meet any Service Level Performance Measure; or
 - 1.3 is likely to cause or causes a Critical Service Failure to occur,
the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.
- 2.3 Following a Service Credit being due under this Paragraph 2, if no further Service Level Failures occur in the following three (3) Service Periods, then the relevant Service Credit will no longer apply and, if applicable, will be invoiced to the Buyer (each a “**Reversed Service Credit**”) in accordance with Order Schedule 5 (Pricing Details).

Annex A to Part A: Service Levels and Service Credits Table¹

Ref	Service Level Performance Criterion	Definition	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
ITSMSLA1	Availability of the Live Environment <i>(Measured 24 hours day, 7 days a week, 365 days a year)</i>	See Paragraph 1 and 2 of Annex B to Part A.	Above or equal to 99.5%	Below 98.5%	5% Service Credit gained for each percentage under the specified Service Level Performance Measure.	Yes
ITSMSLA2	Second Line Support Response Times <i>(Measured during Normal Working Hours)</i>	See Paragraph 3 of Annex B to Part A.	Up to 10 mins	Over 30 mins	0.25% Service Credit gained per 1 minute over the specified Service Level Performance Measure.	Yes
ITSMSLA3	Service Incident Acknowledgement Times <i>(Measured during Normal Working Hours)</i>	See Paragraph 4 of Part B of this Annex.	P1: Up to 15 minutes P2: Up to 30 minutes P3: Up to 2 hours P4: Up to 4 hours	P1: Over 30 minutes P2: Over 1 hour P3: Over 4 hours P4: Over 8 hours	0.25% Service Credit gained per 1 minute over the specified Service Level Performance Measure.	Yes
ITSMSLA4	Fix Times	See Paragraph 5 of Annex	P1: Up to 4 hours P2: Up to 8 hours	P1: Over 6 hours P2: Over 24 hours	0.25% Service Credit gained per 1 minute over the specified Service Level Performance	Yes

¹ Note: Where [TBC] is annotated in this table, this denotes Service Levels where the specific measures shall be subject to finalisation with the successful Supplier prior to award of this Order Contract.

Ref	Service Level Performance Criterion	Definition	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
	<i>(Measured during Normal Working Hours)</i>	B to Part A.	P3: Up to 16 hours P4: Up to 40 hours	P3: Over 40 hours P4: Over 80 hours	Measure and a further 0.25% Service Credit gained per 1 minute over the specified Service Level Performance Measure for P1 or P2 Service Incidents.	
ITSMSLA5	Problem Diagnosis Times <i>(Measured during Normal Working Hours)</i>	See Paragraph 6 of Annex B to Part A.	Provision to the Buyer of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within: P1 / P2: Up to 5 Working Days P3: Up to 10 Working Days P4: Up to 20 Working Days	Provision to the Buyer of a report detailing the Root Cause Analysis of the Problem and the proposed resolution within: P1 / P2: Over 15 Working Days P3: Over 30 Working Days P4: Over 60 Working Days	0.25% Service Credit gained per Working Day over the specified Service Level Performance Measure.	Yes
ITSMSLA6	Defect Fix Times <i>(Measured during Normal Working Hours)</i>	See Paragraph 7 of Annex B to Part A.	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within:	For Service Incidents attributed to the Supplier System, the Supplier shall provide a Tested Package Fix within:	0.25% Service Credit gained per Working Day over the specified Service Level Performance Measure.	Yes

Ref	Service Level Performance Criterion	Definition	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
			P1 / P2: Up to 5 Working Days P3: Up to 10 Working Days P4: Up to 20 Working Days	P1 / P2: Over 15 Working Days P3: Over 30 Working Days P4: Over 60 Working Days		
ITSMSLA7	Service Requests <i>(Measured during Normal Working Hours)</i>	See Paragraph 8 of Annex B to Part A.	Propose a course of action up to 2 Working Days of receipt	Propose a course of action over 5 Working Days of receipt	0.25% Service Credit gained per Working Day over the specified Service Level Performance Measure.	Yes
RMSSLA1	False Positive Rate	[TBC]	The Supplier System produces [TBC]% or less false positives.	The Supplier System produces more than [TBC]% false positives.	Not applicable.	No
RMSSLA2	False Negative Rate	[TBC]	The Supplier System produces [TBC]% or less false negatives.	The Supplier System produces more than [TBC]% false negatives.	Not applicable.	No
RMSSLA3	Consistency with Field Inspections	[TBC]	The Markers extracted from Imagery Sources correlates correctly with [TBC]% or more of results from field inspections.	The Markers extracted from Imagery Sources correlates correctly with less than [TBC]% from field inspections.	Not applicable.	No

Ref	Service Level Performance Criterion	Definition	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SECSLA1	Vulnerability Scanning <i>(Measured during Normal Working Hours)</i>	See Order Schedule 9 (Security) Annex 1 Paragraph 10.	The Supplier must scan the Supplier System once every month to identify any unpatched vulnerabilities.	The Supplier must scan the Supplier System once every two months to identify any unpatched vulnerabilities.	Not applicable.	No
SECSLA2	Security Patching <i>(Measured during Normal Working Hours)</i>	See Order Schedule 9 (Security) Annex 1 Paragraph 11.	The Supplier must patch any vulnerabilities classified as “critical” within 5 Working Days of the public release.	The Supplier must patch any vulnerabilities classified as “critical” within 7 Working Days of the public release.	Not applicable.	No
SECSLA3	IT Health Check <i>(Measured during Normal Working Hours)</i>	See Order Schedule 9 (Security) Paragraph 7.	The Supplier must conduct an IT Health Check once every twelve (12) Months following Achievement of the MVP Deployed Milestone.	The Supplier must conduct an IT Health Check once every thirteen (13) Months following Achievement of the MVP Deployed Milestone.	Not applicable.	No
SVSLA1	Volunteering days	Not required.	3 Working Days per Contract Year for each Personnel.	2 Working Days per Contract Year for each Personnel.	Not applicable.	No

Ref	Service Level Performance Criterion	Definition	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SVSLA2	Sustainable business travel	See Paragraph 9 of Annex B to Part A.	At least 50% of Personnel use sustainable business travel.	At least 25% of Supplier Personnel use sustainable business travel.	Not applicable.	No
SVSLA3	Sustainability awareness	Not required.	100% of Personnel complete the Supplier's annual refresher environmental training.	95% of Personnel complete the Supplier's annual refresher environmental training	Not applicable.	No
SVSLA4	Apprenticeships	Not required	Appoint and deliver the number of new apprenticeships through this Contract in each Contract Year equivalent to five per cent (5%) of the total number of Personnel in each Contract Year.	Appoint and deliver the number of new apprenticeships through this Contract in each Contract Year equivalent to two and a half per cent (2.5%) of the total number of Personnel in each Contract Year.	Not applicable.	No
SVSLA5	Work experience	Not required	The Supplier provides two (2) students with one (1) week work	The Supplier provides one (1) student with one (1) week work	Not applicable.	No

Ref	Service Level Performance Criterion	Definition	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
			experience in each Contract Year.	experience in each Contract Year.		
SVSLA6	Supplier specific social value SLA [TBC]	[TBC]	[TBC]	[TBC]	Not applicable.	No
SVSLA7	Supplier specific social value SLA [TBC]	[TBC]	[TBC]	[TBC]	Not applicable.	No
SVSLA8	Supplier specific social value SLA [TBC]	[TBC]	[TBC]	[TBC]	Not applicable.	No

[Example:

Where the Service Level Performance Measure is expressed as a percentage, the Service Credits shall be calculated on the basis of the following formula:

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Service Period Invoice payable by the Buyer
Worked example: 99.5% (e.g. Service Level Performance Measure requirement for Availability) – 98.5% (e.g. actual performance achieved against this Service Level in a Service Period)	=	5% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Service Period invoice payable by the Buyer

Annex B to Part A: Service Levels definitions

1. AVAILABLE

1.1. The Services shall be “Available” when:

- (a) Users are able to access and utilise all the functions of the Supplier System; and
- (b) the Supplier System is able to process the Buyer Data and to provide any required reports within the timescales set out in Order Schedule 20 (Specification) (as measured on a 24 x 7 basis).

2. SERVICE AVAILABILITY

2.1. Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:

$$\text{Service Availability \%} = \frac{(MP - SD) \times 100}{MP}$$

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and

SD = total number of minutes of service downtime, excluding Permitted Maintenance, in the relevant Service Period.

2.2. When calculating Availability in accordance with this Paragraph 2:

- (a) downtime arising due to Permitted Maintenance that is carried out by the Supplier shall be subtracted from the total number of hours in the relevant Service Period;
- (b) notwithstanding Clause 20 (circumstances beyond your control), downtime arising due to a catastrophic national and/or international outage of both the primary site and the Disaster recovery site (subject to the Supplier issuing a Force Majeure Notice, demonstrating to the Buyer that the downtime would not have occurred but for this outage) shall be subtracted from the total number of hours in the relevant Service Period;
- (c) Availability will only be measured for the Live Environment and shall be measured on 24x7 basis; and
- (d) Service Credits shall accrue if:
 - (i) any downtime occurs as a result of emergency maintenance undertaken by the Supplier; or
 - (ii) where maintenance undertaken by the Supplier exceeds those set out in the Maintenance Schedule in any Service Period.

3. SECOND LINE SUPPORT RESPONSE TIMES

3.1. Measurement of the Supplier's Second Line Support response times will be based on the time taken for a Supplier's Second Line Support operative to answer a call or respond to an automated request (e.g. via email or fully integrated into the Buyer's ITSM Toolset) during Normal Working Hours. Calls receiving an automated response or calls placed into a queuing system which are not answered within the Service Level Threshold shall be deemed not to have been answered.

3.2. The Supplier shall monitor the Second Line Support response times and shall provide the results of such monitoring to the Buyer in accordance with the provisions of Part B of this Schedule.

- 3.3. The times given for this Service Level Performance Measure are from when the Supplier receives notification. Any delays introduced as a result of tickets not being raised to the Supplier's Second Line Support from the Buyer's First Line Support or other support function are not counted as part of this Service Level Performance Measure.

4. SERVICE INCIDENT ACKNOWLEDGEMENT TIMES

- 4.1. Measurement of Service Incident acknowledgement times will be based on the time taken for the Supplier to assign a unique Service Incident reference number in their ITSM Toolset.
- 4.2. Service Incident acknowledgement times shall be measured in Normal Working Hours.
- 4.3. The Supplier shall monitor the Service Incident acknowledgement times and shall provide the results of such monitoring to the Buyer in accordance with the provisions of Part B of this Schedule.

5. INCIDENT FIX TIMES

- 5.1. For the purposes of this Paragraph 5, the following expressions shall have the meanings set opposite them below:

"Priority 1 Service Incident" (P1)

a Service Incident which, in the reasonable opinion of the Buyer:

- (a) constitutes a loss of the Service which prevents a large group of Users from working;
- (b) has a critical impact on the activities of the Buyer;
- (c) causes significant financial loss and/or disruption to the Buyer;
- (d) results in any material loss or corruption of Buyer Data;
- (e) constitutes a Breach of Security which has the potential to cause the degradation of Services for all Users; or
- (f) causes or is likely to cause significant reputational impact to the Buyer and/or severely damages or is likely to damage public confidence in the Government;

Non-exhaustive examples:

- a loss of power to a data centre causing failure of Services;
- a failure of the Services to provide User authentication service;
- the Supplier Solution is unable to extract Markers from Imagery Sources;
- the Supplier Solution is unable to monitor Land Use and Cover Changes;

- the Supplier Solution is unable to process Imagery Sources;

“Priority 2 Service Incident” (P2)

a Service Incident which, in the reasonable opinion of the Buyer has the potential to:

- (a) have a major (but not critical) adverse impact on the activities of the Buyer and no workaround acceptable to the Buyer is available;
- (b) cause a financial loss and/or disruption to the Buyer which is more than trivial but less severe than the significant financial loss described in the definition of a Priority 1 Service Incident; or
- (c) be categorised as a Breach of Security which is serious but not critical and which has the potential to impact a business group of Users, disrupt non-essential services, breach network security policy, or adversely affect the reputation of Government bodies and services.

Non-exhaustive examples:

- corruption of organisational database tables;
- loss of ability to update Buyer Data;
- the Supplier Solution is unable to produce Timer Series Graphs;
- the Supplier Solution is unable to produce Temporal Graphs;
- the Supplier Solution is unable to produce Time Lapse Visuals;

“Priority 3 Service Incident” (P3)

a Service Incident which, in the reasonable opinion of the Buyer has the potential to:

- (a) have a major adverse impact on the activities of the Buyer which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Buyer;
- (b) have a moderate adverse impact on the activities of the Buyer; or
- (c) to be categorised as a Breach of Security which is not critical or serious and which can be handled by local IT and security offices. These Service Incidents do not typically impact IT services such as unsuccessful denial-of-service attacks or the majority of network monitoring alerts;

Non-exhaustive example:

- inability to access Buyer Data for a single User group;

- issues pertaining to Pre-Production Environments;
- a Service Incident or poor performance/that prevents Users from carrying out administration tasks on the Supplier Solution;

“Priority 4 Service Incident” (P4)

a Service Incident which, in the reasonable opinion of the Buyer has the potential to have a minor adverse impact on the provision of the Services to Users.

Non-exhaustive example:

- inability to access data for a single customer;
- spelling error; or
- misalignment of data on screen display.

5.2. The **“Fix Time”** of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution and **“Resolution”** means in relation to a Service Incident either:

- (a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with Order Schedule 20 (Specification) and Service Levels; or
- (b) the Buyer has been provided with a workaround in relation to the Service Incident deemed acceptable by the Buyer.

5.3. Fix Times shall be measured in Normal Working Hours.

Worked example: if the Normal Working Hours for a fault are 0800-1800, then the clock stops measuring Fix Times at 1800 in the evening and restarts at 0800 the following day.

5.4. The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the Buyer on Fix Times as part of the Performance Monitoring Report.

5.5. Where Service Incidents reported to the Supplier by the Buyer (or the Buyer’s representatives) are misclassified (e.g. a Priority 1 Service Incident being incorrectly classified as a Priority 2 Service Incident), the measurement of Fix Times shall be against the latest and authoritative classification of the Service Incident from the time that the Service Incident was first reported to the Supplier to the point of its Resolution.

5.6. Where Service Incidents reported to the Supplier by the Buyer (or the Authority’s representatives) require further information from a third party in relation to the Buyer System (each a **“Buyer Resolver Group”**), the measurement of Fix Times shall be paused from the time that the request for further information is sent to the Buyer Resolver Group to the point of receipt of response from the Buyer Resolver Group.

5.7. Where Service Incidents reported to the Supplier by the Buyer (or the Buyer’s representatives) relate in their entirety to the Buyer System, the measurement of Fix Times shall not be required for these Service Incidents.

6. PROBLEM DIAGNOSIS TIMES

6.1. For the purposes of this Paragraph 6, the following expressions shall have the meanings set opposite them below:

“Problem” the cause of one or more Service Incidents;

“Root Cause Analysis” a method of problem solving used for identifying the root causes of Service Incidents or Problems.

- 6.2. Measurement of problem diagnosis will be based on the time taken for the Supplier to enter a Problem in the ITSM Toolset (manually or otherwise) to the completion of a Root Cause Analysis.
- 6.3. The Supplier shall monitor the Problem diagnosis times and shall provide the results of such monitoring to the Buyer in accordance with the provisions of Part B of this Schedule.

7. DEFECT FIX TIMES

- 7.1. For the purposes of this Paragraph 7, the following expressions shall have the meanings set opposite them below:

“Defect”

- (a) any error or failure of code within the software which causes the Supplier System to malfunction or to produce unintelligible or incorrect results;
- (b) any failure of the Supplier System to provide the performance, features and functionality specified in the Buyer Requirements; or
- (c) any failure of the Supplier System to operate in conjunction with or interface with any other systems in order to provide the performance, features and functionality in Order Schedule 20 (Specification).

“Tested Package Fix” a New Release provided by the Supplier to rectify a Defect in the Supplier System which:

- (a) fully resolves the root cause of the Defect;
- (b) does not generate another Supplier attributable Defect;
- (c) does not generate a Defect that could have been reasonably foreseen; and
- (d) does not generate a Defect in the systems of the Buyer or Other Suppliers that could have been reasonably foreseen.

8. SERVICE REQUESTS

- 8.1. The Supplier shall measure and record all fulfilment times for all Service Requests. For the purposes of calculating the performance of the Supplier in their fulfilment of Service Requests, the Supplier shall calculate the fulfilment time for each Service Request based on the time taken from the receipt of the Service Request by the Supplier until fulfilment of the Service Request by the Supplier.

9. SUSTAINABLE BUSINESS TRAVEL

- 9.1. For the purposes of this Paragraph 9, travel shall be considered “sustainable business travel” when the Supplier Personnel use electric vehicles, train travel, public transport, or cycle for Buyer related business in delivery of this Order Contract.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 By the date in the Implementation Plan, the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports on a Monthly basis as part of the Operational Boards (set out in Order Schedule 15 (Order Contract Management)).
- 1.4 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.