

## Schedule 10 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Award Form;
<b>"Service Credits"</b>	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;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Award Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	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..
- 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 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.4.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

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- 2.4.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.4.3 there is no change to the Service Credit Cap.

## Part A: Service Levels and Service Credits

### 1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 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 Critical Service Level Failure has occurred, exercise its right to terminate for material Default.

## Annex A to Part A: Services Levels

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure
Data Accuracy	ThinkData performs automated testing to check the data from our third party as well as the data products before we share them with the UK government. These automated tests cover both column-level and table-level checks. We also perform manual QA on the two data products each month before the data is shared to ensure data quality and consistency	<p>The supplier targets a minimum of 95% data accuracy on data ingestion, parsing, and cleansing services. The supplier will report the data accuracy to the buyer during each individual data delivery throughout the duration of the contract.</p> <p>If the target is not met, the supplier will resolve the issue within 5 business days. If the issue is not resolved within 5 days, the buyer and supplier will meet to discuss how to ensure data deliveries meet the required target.</p>
Data Accuracy	ThinkData performs automated testing to check the data from our third party as well as the data products before we share them with the UK government. These automated tests cover both column-level and table-level checks. We also perform manual QA on the two data products each month before the data is shared to ensure data quality and consistency	<p>The supplier strives to minimize the number of rows with null values or incorrectly parsed data to less than 5% of the total rows in the dataset. The supplier will communicate the percentage of rows with null values of incorrectly parsed data during each data delivery. If the supplier does not meet the target, the buyer and supplier will meet to discuss how to ensure deliveries meet the required target.</p>

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Service Level Performance Criterion	Key Indicator	Service Level Performance Measure
Access to the tool and alternative platforms that are integrated with the proposed solution.	The hours the tool will be available.	<p>ThinkData Works guarantees a greater than 99% service availability for the software.</p> <p>Less than 99.9% but greater than 99% = 10% service credit on Monthly License*</p> <p>Less than 99% = 25% service credit on Monthly License*</p> <p>*Monthly License is calculated using the following formula. Service Credits for discounted Annual Licenses are calculated as a percentage of the discounted license fee.</p> <p>Monthly License = Annual License Fee Paid ÷ 12</p>
The Supplier takes responsibility for resolving service issues, such as around data delivery or data access, in a timely manner and to the best of their ability.	The Supplier shall resolve issues in a timely and best-effort basis.	<p>High priority (P1) &lt; 4 business hours</p> <p>Medium priority (P2) &lt; 1 business day</p> <p>Low priority (P3) 2 business days</p> <p>The supplier will ensure that 95% of service issues are resolved within the allocated priority time.</p> <p><b>Please see table below for more information regarding priority definitions,</b></p>

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Service Level Performance Criterion	Key Indicator	Service Level Performance Measure
		<b>response times, and update frequencies.</b>
Social Value.	To maintain a commitment to Social Value expressed in the Supplier's tender.	The supplier will meet 100% of their Social Value commitments, as expressed in their tender. The buyer will use each contract management meeting to review and analyze the supplier's progress against their commitments.

Priority Level	Definition	Initial Response Time	Update Frequency
HIGH (P1)	Issue completely prevents use of the Service, or accomplishing a critical task outlined in the Agreement. An older revision of the dataset is not acceptable and no workaround is available.	< 4 business hours	Every 4 hours thereafter, or as agreed upon
MEDIUM (P2)	Issue degrades use of the Service, preventing efficient/timely completion of a critical task outlined in the Agreement. An older revision of the dataset is not acceptable and no workaround is available.	< 1 business day	1 business day thereafter, or as agreed upon
LOW (P3)	Issue degrades use of the Service, impacting efficient/timely completion of a critical task outlined in the Agreement. An older revision of the dataset is acceptable or a workaround is available.	2 business days	2 business days, or as agreed upon

## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date 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 and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule 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 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 ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.1 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.2 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 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.