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**APPLICATIONS AND HOSTING SERVICES**

**CALL OFF SCHEDULE 6**

**SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

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**1. SCOPE**

- 1.1 This Call Off Schedule (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.
- 1.2 This Call Off Schedule comprises:
  - Part A: Service Levels and Service Credits;
  - Annex 1 to Part A - Service Levels and Service Credits;
  - Annex 2 to Part A – Critical Service Level Failure; and
  - Part B: Performance Monitoring.
- 1.3 Notwithstanding any other provision of this Call Off Schedule the following shall apply:
  - 1.3.1 Reporting against each Service Level shall be measured by the Supplier from the date of Achievement of each applicable Operational Services Commencement Date.
  - 1.3.2 For Service Impacting Service Levels, the Service Credits shall be applied from the date of Achievement of the relevant Operational Services Commencement Date but may be waived by the Customer on a case-by-case basis during the first three months from the date of Achievement of each relevant OSCD in relation to the relevant Service Levels where the underlying failure could not have been reasonably foreseen prior to the date of Achievement of OSCD. The Customer shall not unreasonably withhold its consent to such waiver.
  - 1.3.3 For Non Impacting Service Levels, the Service Credits will only be applied from 3 months following the date of Achievement of the Final Operational Service Commencement Date.

**PART A: SERVICE LEVELS AND SERVICE CREDITS**

**2. GENERAL PROVISIONS**

- 2.1 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule will, subject to Paragraph 1.3 above and as expressly set out elsewhere in this Call Off Schedule, result in Service Credits being issued to the Customer.
- 2.2 The Customer reserves the right to challenge at any time the performance being reported by the Supplier, including the right to audit the method of data gathering and calculation against the Systems of Measurement and Reference Document, so that the reported performance can be validated.
- 2.3 The Customer requires access for validation purposes to all raw data and access on demand to all of the Supplier's reporting tools.

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- 2.4 The format and content of the Performance Monitoring Report, along with the method and timeliness for Supplier response to challenge, should be agreed with the Customer in accordance with the provisions set out in the SOM.
- 2.5 The Supplier shall undertake a Root Cause analysis of its Services and provide the outcome of such analysis to the Agency Manager.
- 2.6 Call Off Schedule 2 (Services) has been structured such that the Customer's requirements are grouped into the following categories:
- 2.6.1 Business Critical Systems, namely:

#	Business Critical System
1	CMS, WMS, MIS
2	EMS
3	SharePoint
4	Not used
5	Active Directory
6	Blackberry Enterprise Server
7	Email services
8	Group Policy Objects
9	Juniper Remote Access
10	Solidus access
11	Two factor authentication (Active Card) systems

- 2.6.2 Non Business Critical Systems of High Importance, namely:

#	Non Business Critical Systems of High Importance
1	Boundary Firewalls
2	Checkpoint media server
3	DNS & DHCP
4	EPO Server
5	iChange
6	Interface to iTrent, Zanzibar, HR & e-Learning, CIS, FARMS, ePayfact
7	MBAM Server
8	Print Queue Management
9	Remote Multi Functional Device Management
10	SCCM
11	Server Operating systems (Windows & Unix)
12	SQL

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#	Non Business Critical Systems of High Importance
13	Terminal Server
15	Unified Threat Management (UTM)
16	Web Filtering

and

2.6.3 Non Business Critical Systems of Medium Importance, namely:

#	Non Business Critical Systems of Medium Importance
1	Support for office moves
2	NOT USED
3	LAN management within the data centres
4	Traffic Management systems
5	Monitoring systems for switches, servers, storage and firewalls

A number of the Service Levels set out in this Call Off Schedule reflect the above categories of criticality of Services to the Customer's business.

### 3. PRINCIPAL POINTS

3.1 The objectives of the Service Levels and Service Credits are to:

- 3.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 3.1.2 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels; and
- 3.1.3 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver.

### 4. SERVICE LEVELS

- 4.1 Annex 1 to this Part A of this Call Off Schedule sets out the Service Levels the performance of which the Parties have agreed to measure.
- 4.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Call Off Schedule (the "**Service Level Performance Criterion**") and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule.
- 4.3 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Performance Measures are achieved.

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- 4.4 If the level of performance of the Supplier or any element of the Services during the Call Off Contract Period:
- 4.4.1 is likely to or fails to meet any Service Level Performance Measure; or
  - 4.4.2 is likely to fall below the Service Level Threshold, or
  - 4.4.3 is likely to cause or causes a Critical Service Level Failure to occur
- the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice and without affecting any other of its rights howsoever arising may:
- a. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
  - b. if the action taken under Paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
  - c. if a Service Level Failure has occurred, deduct from the Fixed Service Charges the applicable Service Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of Part A of this Call Off Schedule; or
  - d. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14.1.2 (Critical Service Level Failure) (including subject to, for the avoidance of doubt, the proviso in Clause 14.1 of this Call Off Contract in relation to material Default).
- 4.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

**5. SERVICE CREDITS**

- 5.1 Annex 1 to Part A of this Call Off Schedule sets out the formula used to calculate Service Credits payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule, shall be a recurrent period of one calendar Month during the Call Off Contract Period (the “**Service Period**”).
- 5.2 Annex 1 to Part A of this Call Off Schedule includes details of each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.
- 5.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

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5.4 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits after validation and acceptance by the Customer against the next available invoice in accordance with calculation formula in Annex 1 of Part A of this Call Off Schedule.

5.5 The amount of any Service Credits shall be determined by the Achieved Service Level, the Service Level Performance Measure and the Service Level Threshold and is calculated by using the straight line formula below:-

**Service Credit % = (m\*(a-x) + c) \* Repeat Failure Multiplier** - where:

“m” is a coefficient defined for the Supplier System, Service and/or Service Line which is calculated from the formula  $m = (d-c)/(a-b)$ , that is the slope of the straight line;

“d” is the maximum Service Credits (%) payable if the Achieved Service Level reaches the Service Level Threshold;

“c” is the minimum Service Credits (%) payable if the Achieved Service Level falls below the Service Level Performance Measure;

“a” is the Service Level Performance Measure (%) below which Service Credits shall become payable;

“b” is the Service Level Threshold (%);

“x” is the Achieved Service Level (%) for a Service Period;

and

“Repeat Failure Multiplier” shall have the meaning set out in Paragraph 9 of this Call Off Schedule.

5.6 For the avoidance of doubt applicable “Service Level Thresholds” shall be as set out in Annex 1 to Part A of this Call Off Schedule.

5.7 Any Service Credits payable by Supplier shall be subject to the following minimum and maximum:

Minimum Service Credits %	Maximum Service Credits %
2.5%	10%

5.8 Unless stated otherwise in this Call Off Schedule, the amount of the Service Credit (in pounds Sterling) shall be calculated according to the formulae:

5.8.1

Service Credit (£) = Service Credit (%) **x 30%** of the Fixed Service Charges for the Service Period for the following Service Levels:

- Availability of Business Critical Systems
- Breaches of Security;
- Business Critical Data recovery;
- Availability of CPS Direct Hosted Services;

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e. Resolution of CPS Direct Incidents

5.8.2

Service Credit (£) = Service Credit (%) x 20% of the Fixed Service Charges for the Service Period for the following Service Levels:

a. Availability of Non Business Critical Systems of High Importance

5.8.3

Service Credit (£) = Service Credit (%) x 15% of the Fixed Service Charges for the Service Period for the following Service Levels:

a. Availability of Non Business Critical Systems of Medium Importance

5.8.4

Service Credit (£) = Service Credit (%) x 10% of the Fixed Service Charges for the Service Period for all other Service Levels.

5.9 Service Credits for particular Services shall be cumulative. For the avoidance of doubt, this means that all Service Credits will be added together to make the total Service Credit payable by the Supplier in relation to all Services delivered by the Supplier.

5.10 Aggregate Service Credits for all Services delivered by the Supplier to the Customer shall be limited in each Service Period to:

5.10.1 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000;

5.10.2 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000;

5.10.3 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

5.11 Where the same Root Cause causes more than one Service Level Failure in a given Service Period, the Service Level Failure attracting the largest Service Credit shall apply in respect of such Service Level Failures.

5.12 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

**6. NATURE OF SERVICE CREDITS**

6.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

**7. SERVICE CREDIT CAP**

7.1 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

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**8. SERVICE LEVEL PERFORMANCE MEASURES**

- 8.1 The Supplier shall ensure that the Services meet or exceed the Service Levels at all times from the date of Achievement of the relevant Operational Services Commencement Date.
- 8.2 If the Supplier fails to achieve a Service Level Performance Measure for a particular Supplier System, Service and/or Service Line for a Service Period, then Service Credits will apply.

**9. REPEAT FAILURES TO MEET SERVICE LEVEL PERFORMANCE MEASURES**

- 9.1 If the Supplier fails to achieve a Service Level Performance Measure in a Service Period and then fails to achieve the same Service Level Performance Measure in a subsequent Service Period, the failure in the subsequent Service Period shall be a Repeat Failure save where the Root Cause analysis undertaken pursuant to Paragraph 2.5 of this Call Off Schedule demonstrates to the satisfaction of the Customer that the second failure is the direct result of a different and unrelated Root Cause. The Repeat Failure count shall increment by one (1) for each additional failure.
- 9.2 The Repeat Failure count shall be reset to zero (0) once there have been two (2) consecutive Service Periods in which the Service Level Performance Measure has been met.
- 9.3 In this Paragraph 9 of this Call Off Schedule, the reference to Repeated Failures to achieve a Service Level Performance Measure shall be to the Service Level Performance Measure for one (1) Service Level Performance Criterion.
- 9.4 For any failure to meet Service Level Performance Measure which is a Repeat Failure, the Service Credit applicable shall be increased as follows (the “**Repeat Failure Multiplier**”):

Repeat Failure count applicable to the Service Period	Repeat Failure Multiplier
0	1
1	1.25
2	1.5
3	1.75
4 and above	2



**OFFICIAL****ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS****1 Incident & Enquiry Resolution**

1.1 The “**Incident Severity Levels**” shall be defined as set out in the table below:

<b>Incident Severity Level</b>	<b>Definition</b>
Level 1	<ul style="list-style-type: none"> <li>• Prevents 10 or more Users from working and where no Workaround exists;</li> <li>• has a critical impact on the ability of the Customer to carry out its statutory obligations;</li> <li>• causes major financial loss to the Customer; and/or</li> <li>• results in material loss or corruption of any Customer Data.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• prevents 5 or more Users from working and where no Workaround exists;</li> <li>• has a major (but not critical) adverse impact on the activities of the Customer; and/or</li> <li>• causes some financial loss to the Customer .</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• prevents one or more Users from working and where no Workaround exists;</li> <li>• has a moderate adverse impact on the activities of the Customer.</li> </ul>
Level 4	<ul style="list-style-type: none"> <li>• causes minor adverse impact on the provision of the Services to Users.</li> </ul>

1.2 Incident Resolution Times shall be calculated from the time of first report of the Incident by the Service Desk to the Supplier until the time that the action has been completed by or on behalf of the Supplier to repair the Root Cause of the Incident or an agreed (agreed with the Agency Manager and the Customer) Workaround has been implemented by the Supplier.

1.3 An Incident shall be 'closed' only once: (i) Restoration of Service has been achieved; and (ii) the Customer has confirmed to the Supplier that Restoration of Service has in fact been achieved. Notwithstanding the foregoing, if the Supplier believes that it has achieved Restoration of Service and has made three (3) attempts in good faith to confirm this with the Customer, but has been unable to contact the Customer to obtain such confirmation, then the Incident shall be deemed to be closed.

1.4 The Service Level Performance Measure shall be expressed as a percentage of Incidents to be Resolved within the Maximum Incident Resolution Times.

**OFFICIAL****2 Incident Resolution (SL2)**

The Maximum Incident Resolution Times for Incidents across all of the Services provided by the Supplier to the Customer shall be as set out in the table below.

Incident Severity Level	Maximum Incident Resolution Times	Service Level Performance Measure	Service Level Threshold
Level 1	Four (4) Elapsed Hours	99.90%	80%
Level 2	Five (5) Elapsed Hours	99.90%	80%
Level 3	Eight (8) Operational Hours	99.50%	80%
Level 4	By the end of the next Operational Day	99.50%	80%

**3 Availability of Business Critical Systems (SL3)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
<p>Availability during Elapsed Hours of each individual system which is a Business Critical System.</p> <p>Note: Where a single User does not have and is unable to access one or several of the Services, this will be counted as -0.1% of the Achieved Service Level.</p>	<p>99.90</p> <p><i>There shall not be a single User without access to any one of the Business Critical Systems, for more than 6 Operational Hours, in any single Service Period.</i></p>	80%

**4 Availability of Non Business Critical Systems of High Importance (SL4)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
<p>Availability during Elapsed Hours of each individual system which is a Non Business Critical Systems of High Importance.</p> <p>Note: Where a single User does not have and is unable to access one or several of the Services, this will be counted as -0.1%</p>	<p>99.50%</p> <p><i>There shall not be a single User without access to any one of</i></p>	80%

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of the Achieved Service Level.	<i>the Non Business Critical Systems of High Importance, for more than 12 Operational Hours, in any single Service Period</i>	
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**5 Availability of Non Business Critical Systems of Medium Importance (SL5)**

<b>Service Level Performance Criterion</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>
Availability during Operational Hours. Availability of each individual system which is a Non Business Critical Systems of Medium Importance.	99%	80%

**6 Software Asset Configuration Management (SL6)**

<b>Service Level Performance Criterion</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>
<p>The Supplier shall maintain accurate SACM details, with accuracy as per the Service Level Performance Measure to be verified no less than every 6 months.</p> <p>Note: The Supplier shall perform an audit at all of the Supplier's data centres delivering the Services, and compare the results of such audit to the records held in the SACM. The Supplier to present a variance report to the Customer as evidence of meeting this Service Level.</p>	99.90%	75%

**7 Software patching and Anti Virus (SL7)**

<b>Service Level Performance Criterion</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>
Distribution of data and software patches as a minimum to vendor recommendation and will action new versions within 4 weeks of being made available or as agreed with the	100%	80%

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Customer.		
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**8 Breaches of Security (SL8)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
No Breach of Security caused by the Supplier or its Sub-Contractors.	Zero Breaches of Security	1 Breach of Security

**9 Business Critical Data recovery (SL9)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
Business Critical Data recovery within Four (4) Elapsed Hours.	99.90%	80%

**10 User Data Recovery (SL10)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
Data and/or application(s) to be restored within 12 Operational Hours of authorised User request.	95%	80%

**11 Availability of CPS Direct Hosted Services (SL11)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
Availability of CPS Direct Services hosted within the data centres during Elapsed Hours.	99.9%	80%

**12 Resolution of CPS Direct Incidents (SL12)**

Service Level Performance Criterion	Service Level Performance	Service Level Threshold
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	Measure	
Severity Level 1 to 3 Incidents raised by CPS Direct in respect of Business Critical System set out in Paragraph 2.6.1 of this Call Off Schedule Resolved within 4 Elapsed Hours.	99.9%	80%

**13 Provision of an Impact Assessment under a Change Request (SL13)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
An Impact Assessment shall be made available to the Customer within the time period agreed between the Customer and the Supplier in accordance with the provisions of the Change Control Procedure.	99.99%	75%

**14 Change Control Implementation (SL14)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
All Changes shall be implemented within the timescale quoted in the relevant Impact Assessment under a Change Request.	99.99%	75%

**15 Provision of Performance Reports (SL15)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
Each Monthly performance report shall be delivered within 5 Working Days of the Month's end.	100%	80%
Production of a monthly Finance Report to be delivered within 8 Working Days of the Month's end.	100%	80%

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**16 Customer Satisfaction Surveys (SL16)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
<p>A percentage of Users to be satisfied or very satisfied with the service provided by the Supplier.</p> <p>Note: Ratings to be based on bi- annual assessments covering at least 3000 Users.</p> <p><i>The CPS claims an exemption from publishing further information under Section 43(1) of the FOI Act 2000</i></p>	95%	80%

**17 Breach of Security reporting (SL17)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
<p>Notify the nominated security representative from the Agency Manager and the Customer of all actual or suspected Breaches of Security within 30 minutes of identification.</p>	100%	1 Breach of Security reporting within any given Service Period.

**18 Approved outages (SL18)**

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold
<p>All Planned Service Outages shall be Approved by the Customer.</p>	100%	80%

**OFFICIAL****19 Adherence to outage window (SL19)**

<b>Service Level Performance Criterion</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>
The Approved Outage Window shall be adhered to by the Supplier.	99.50%	80%

**20 Catalogue request fulfilment**

<b>Service Level Performance Criterion</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>
The Supplier shall adhere to the published timelines in the Business Service Catalogue when satisfying catalogue requests.	99.50%	80%

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**ANNEX 2 TO PART A: CRITICAL SERVICE LEVEL FAILURE**

A Critical Service Level Failure shall include:

- in relation to each Service Level Performance Criteria a failure to achieve the Service Level Threshold for the third consecutive time;
- a loss of a Business Critical System for more than twenty four (24) continuous hours in any Service Period; and
- loss of a Business Critical System for more than twenty four (24) accumulated hours in any rolling Month period.



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**PART B: PERFORMANCE MONITORING**

**1. PRINCIPAL POINTS**

1.1 Part B to this Call Off Schedule provides the methodology for monitoring the provision of the Services:

1.1.1 to ensure that the Supplier is complying with the Service Levels; and

1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").

1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer 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.

**2. REPORTING OF SERVICE FAILURES**

2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in Paragraph 0 of Part B of this Call Off Schedule above.

**3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

3.1 The Supplier shall provide the Customer with performance monitoring reports (including Finance Reports) ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 0 of Part B of this Call Off Schedule above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.1.3 any Critical Service Level Failures and details in relation thereto;

3.1.4 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

3.1.5 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

3.1.6 such other details as the Customer may reasonably require from time to time.

3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

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- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
  - 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
  - 3.2.3 be attended by the Supplier Representative and the Customer Representative; and
  - 3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier Representative and the Customer Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Supplier shall provide to the Customer such supporting Documentation as the Customer 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.
- 3.5 The Supplier shall perform an audit of the accuracy of SACM details at all of the Supplier's data centres delivering the Services, and compare the results of such audit to the records held in the SACM. The Supplier to present a variance report to the Customer as evidence of meeting the applicable Service Level 6 (**Software Asset Configuration Management**).

**4. CUSTOMER SATISFACTION SURVEYS**

- 4.1 In order to assess the level of performance of the Supplier, the Customer may require the Agency Manager to undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).