

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):

"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"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"	has the meaning given to it in the Award Form;
"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 also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5 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:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 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
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 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

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 Level 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 and the consequences of termination in Clause 14.5.1 shall apply).

2. Service Credits

n/a

Annex A to Part A: Service Levels and Service Credits

The service level and availability criteria required for this Call-Off Contract are:

- HTTP API uptime 24/7/365 of 99.95% as measured on a monthly basis. If the supplier's performance is deemed 'inadequate' for more than 1 month, this will constitute critical service failure (see KPIs for information on criteria)
- 99.95% of all text messages are sent to the Mobile Network Operators within 10 seconds. If the supplier's performance is deemed 'inadequate' for more than 1 month, this will constitute critical service failure (see KPIs for information on criteria)
 - P1 support response times in line within definitions in the Key Performance indicators. If the supplier's performance is deemed 'inadequate' for more than 1 month, this will constitute critical service failure (see KPIs for information on criteria)
- Percentage of messages delivered and failed
 - Minimum 90% successfully delivered
 - Maximum 10% temporary failure
 - Maximum 10% permanent failure
- The Supplier will replay delivery receipts for 3 days.

If the supplier has a critical service failure, remedial actions should be presented in writing and agreed with the Buyer within 2 working days of identifying the critical service level failure. If these are not satisfactory, as deemed by the Buyer, or if the supplier has more than one critical service level failure for the duration of the contract, the Buyer can terminate the contract within the contractual notice period.

Key Performance Indicators (KPIs)

The KPIs are measured on a monthly basis and the quarterly results are published on GOV.UK with the Supplier's approval.

1. Access to messaging platform / HTTP API uptime 24/7/365 ● Target 99.95%

Rating:

- Good - 99.95% or above 24/7/365
- Requires improvement - 99.5% - 99.95% 24/7/365 ● Inadequate - <99.5% 24/7/365

Data provided by the Notify team, or appropriately designated GDS staff member, and confirmed by the supplier.

2. Priority One* fault response time

- Initial response / acknowledgement time within 20 minutes ● Target restoration

(work around) within 30 minutes from the time of initial response

- Target resolution within 1 working day from the incident reported
- Incident summary describing the root cause and future mitigations with agreed timelines, provided within 1 working day of resolution. The summary should be signed off by the Buyer.

Rating:

- Good - Initial response time 20 mins / Target restoration (work around) 30 mins / Target resolution 1 working day
- Requires improvement - Initial response time 20-60 mins / Restoration (work around) 4 hours / Resolution 1 working day
- Inadequate - Initial response time > 1 hour / Restoration (work around) > 4 hours / Resolution > 1 working day

Data provided by Notify team, or appropriate designated GDS staff member, and confirmed by the supplier.

* Priority One includes but is not limited to:

- HTTP API is completely unavailable or HTTP error rate above 0.5%
- Significant (affecting more than 5% of messages) issue or delay with provider being able to give messages to any or all UK MNOs
- Significant (affecting more than 5% of messages) issue or delay with provider being able to receive delivery receipts from any or all UK MNOs
- Significant (affecting more than 5% of messages) issue or delay with provider being able to pass MNO delivery receipts back to Notify
- Significant delays in users receiving text messages, for example 10% of messages being delivered slower than 10 minutes
- Other incidents where the Notify team decide there is significant impact to their users and communicate this should be treated as a Priority One incident.

3. Support response (outside of Priority Ones)

- Initial response time within 60 minutes within working hours
- Subsequent response times within 1 working day from initial response
- Target resolution within 5 working days
 - If required from the Buyer, propose improvements with agreed timelines provided, within 10 working days of resolution.

Rating:

- Good - Initial response time within 60 minutes / Subsequent response times within 1 working day
- Requires improvement - Initial response time 60-120 minutes and/or subsequent response time 1-2 working days
- Inadequate - Initial response time > 120 minutes and/or subsequent response time >2 working days

Data to be provided by Notify team, or appropriate designated GDS staff member, and confirmed by the supplier.

Assessment and penalties

For each KPI that is rated lower than 'Good' the Supplier must provide a written report with explanation of the rating and the remedial action plans to bring performance back up to the target performance/ SLAs.

This commentary will be published alongside the KPI result for that quarter. Progress on all remedial actions should be reported on an ongoing basis to the buyer, frequency determined by the Buyer.

If the rating is 'Requires improvement' for 2 consecutive months, and/or the supplier does not complete more than 50% of all items on the latest remedial action plan, the Buyer reserves the right to withdraw payment until such improvements are made and confirmed by the Buyer.

If the rating is 'Inadequate' for 2 consecutive months this constitutes a critical service failure. Any remedial action plans should be presented and agreed with the Buyer within 2 working days of identifying the critical service level failure. If these are not satisfactory or if the supplier has more than one critical service level failure for the duration of the contract, the Buyer can terminate the contract within the contractual notice period.

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective 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 1.1 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 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 ("**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:
 - 1.3.1 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;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 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

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.