Master Services Agreement
Framework Agreement of Terms and Conditions

Prepared for Client: Client

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1.0	09MAR18	First Draft for Internal Review	DS	MK
2.0	20APR18	Second Draft after MK Comments	DS	MK
3.0	23MAY18	Added Default Responsibility Matrix	DS	MK
4.0	19AUG19	Document Renumbering and Admin	DS	MK
5.0	23JUN20	DPA and Indemnity changes	MK	MK
6.0	28NOV22	Convert to new Corporate Branding and changes to Support Matrix at Section 6	DS	MK
7.0	30MAR23	Minor Corrections	MK	MK
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9.0	11MAY23	(i) Changed Section 7 from Private Cloud hosting terms to Public Cloud hosting terms, (ii) Amended Support Section 6 to reflect Public Cloud hosting terms, (iii) Added Appendix A: Definition of Defects and Change	DS	AC
10.0	16JUNE2023	Minor amendments to Section 7	DS	AC

1. Introduction

1.1 Introduction, Purpose and Terms

1.1.1 This Master Services Agreement ("MSA") is the contract used to govern the business, transactions and agreements between Peacock Engineering Ltd ("PEL") and Client ("CLIENT").

1.1.2 This MSA has been created to benefit and protect both parties as it governs any and all future business between PEL and [Company]. The intentions of the tone and style behind this MSA are those of clarity and simplicity.

1.1.3 The primary intention behind this MSA is that future transactions, agreements or contracts between PEL and [Company] can be negotiated with expediency as the over-arching terms of this MSA can be referred to and do not need to be repetitively negotiated, leaving only specific deal-related terms needing to be negotiated.

1.1.4 This MSA will detail generic contractual elements such as payment terms, product warranties, dispute resolution, liability and governing law etc, leaving only details such as pricing and schedules of charges to be set out and agreed in the individual Statement of Works documents for each project or contract which will be agreed and countersigned under the umbrella of (and in conjunction with) this MSA and the terms and conditions contained therein.

1.2 This MSA's six sections:

    1.2.1 *Overall Agreement terms:* generic terms and conditions which relate to the entirety of the business to be contracted between the parties;

    1.2.2 *Software terms:* specific contractual terms and conditions relating to the sale of software product licensing from PEL to Client;

    1.2.3 *Consulting Services terms*: specific contractual terms and conditions relating to project services/consultancy services provisioned by PEL for Client;

    1.2.4 *Support Services terms*: specific contractual terms and conditions relating to the provision of support and helpdesk services from PEL to Client;

    1.2.5 *Managed Cloud Service terms - Private Cloud hosting*: specific contractual terms and conditions relating to the provision of Managed Services to Client by PEL, which include such services as SaaS (Software As A Service) and Cloud Hosting Services; when provisioned within Private Cloud hosting

    1.2.6 *Managed Cloud Service terms – Public Cloud hosting*: specific contractual terms and conditions relating to the provision of Managed Services to Client by PEL, which include such services as SaaS (Software As A Service) and Cloud Hosting Services; when provisioned within Public Cloud hosting

2.   Definitions

2.1   In this MSA between PEL and Client, the following definitions apply:

Acceptable Use Policy	A set of rules or constraints to which Clients must adhere in order to use PEL's Managed Services and Cloud Hosting Services.
Application Layer	Means the layer of an IT system or solution software application products operate and run and send and receive information and present meaningful data to users.
Availability Zone	Means different and distinct locations within a region of public cloud that are engineered to be separate and isolated from failures in other Availability Zones.
BAU	Means Business As Usual, being that which is customary and practiced within business in the usual manner, especially with regard to ongoing live business Production system support.
Charges	Means the charges and fees set out in the Proposal for the Services and such other charges and fees as may be agreed in writing between the Parties from time to time.
Client	The relevant Peacock Engineering Ltd customer or consumer of Services
Cloud Hosting Services	Services provisioned by PEL in relation to the hosting of software products and applications for Clients on either public or private cloud platforms.
Consultant	Means resource either employed or subcontracted by Peacock Engineering Ltd required to perform Services.
Deliverables	Means tangible copies of such reports, analyses, handbooks, recommendations and/or custom software provided to Client by PEL in connection with the provision of Professional and Managed Services.
Effective Date	Means the date of the start of this agreement which will be the date this agreement is counter-signed.
Expenses	Means Travel, Subsistence and Accommodation expenditure incurred as a consequence of undertaking the Services.
Foreground Information	Means all Information generated in the course of or arising from the performance of the agreement, excluding residual information such as new skills, know-how and knowledge.
Good Industry Practise	Means the degree of skill and care which it is reasonable to expect of a services provider of professional and managed services similar to the services provided.
Grant of License	Means definition of a) the mode of use, b) the platform on which the software may be used, c) the quantification of usage limits and d) the purpose for which it may be used, when relating to the license appertaining to a software product.
Information	Means information whether written or oral or in any form, including but not limited to documentation, specifications, reports, data, notes, drawings, samples, computer outputs and inventions whether patentable or not.
Managed Services	Means services provisioned to the Client by PEL delivered under a pre-agreed services contract for such elements as support, maintenance and active administration of Client's IT solution
Managed Cloud Services	Means Managed Services which specifically relate to or specifically include the provision of web-hosting services for IT solutions as well as all accompanying service, support and maintenance relating to the provision of such web-hosting
MSA	Master Services Agreement (this agreement)
Parties	Means Peacock Engineering Ltd and Client.
Private Cloud	Computing services offered either over the internet or a private internal network and only to select users instead of the general public
Professional Services	Means consultancy services provided to the client to provide Deliverables or ongoing support.
Public Cloud	Computing services offered over the internet to any organizations or individuals who want to use or purchase them
Restricted Person	Shall have the meaning set out in clause 3.8.
Restricted Supplier	Shall have the meaning set out in clause 3.8.
Service Hours	Means during 08h00 and 17h30 Monday to Friday, excluding bank and public holidays in England and Wales;
Service Level	Means the metric for measuring the performance of the Managed Services as set out in the SLA
Service Review	Means a review of an organization's services designed to identify potential service delivery improvements
Services	Means the Services described in the Proposal as may be amended by agreement between the parties in writing, and

	such services as may be listed in a Specification or Statement of Work.
Specification	Means a written description of tasks as agreed from time to time between the Parties which shall be attached to and form part of this agreement.
Statement of Work	Means a written statement of tasks to be undertaken as agreed between the parties.
Time and Materials	Means a type of contract whereby a contractor is paid on the basis of actual price of direct labour, usually at specified hourly rates.
Users	Means the number of Client resources (users) granted access to use the software Product through means of the Client either owning through purchase or granted use of through lease from PEL the required and sufficient number of licenses to facilitate such access.
User Acceptance Testing	Means a phase of software development in which the software is tested in real-world by the intended audience or user base

3. Overall Agreement Terms

It is hereby agreed, as follows:

3.1 Peacock Engineering's Undertaking

3.1.1 Upon execution of this Agreement by the Parties and in consideration of Client agreeing to pay the relevant Charges and Expenses specified in any associated proposal or Statement of Work, PEL undertakes to provide the Services during Service Hours from the date hereof subject to the terms of this Agreement.

3.1.2 Unless otherwise expressly stated on the Schedule(s) or any contract or agreement governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement), PEL Software shall not be included in the Charges.

3.2 Warranties

3.2.1 PEL warrants that it shall exercise reasonable skill and care in the performance of its obligations hereunder and subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the performance by PEL of its obligations hereunder are hereby excluded to the fullest extent permitted by law.

3.3 Limitation of Liabilities

3.3.1 Except for claims for bodily injury or death to the extent caused by wilful intent or gross negligence of PEL, its employees, agents or sub-contractors, or any other liability which cannot be limited or excluded by applicable law, the total liability of PEL under this Agreement and other associated services shall, regardless of the form of action, not exceed the lower of (i) the amount paid by Customer to PEL for the pertaining Services in the 12 month period leading up to such claim, or (ii) one million (£1,000,000). In no event shall PEL be liable for lost profits, lost data, business interruptions, special or consequential damages, or indirect or incidental damages, loss of anticipated savings, loss of or damage to goodwill, however caused, for any claim against Customer by any third party. PEL shall not be liable for any claim unless the Customer has given written notice to PEL of the claim, stating reasonable detail of

the nature of the claim and if practicable the amount claimed, before the first anniversary of the delivery of the Service or breach, whichever is the earlier.

3.4   Required Consents and Indemnities

3.4.1   Client shall be responsible for promptly obtaining and providing to PEL all Required Consents necessary for PEL to access, use and/or modify software, hardware, firmware and other products used by Client for which PEL shall provide Services hereunder. A Required Consent means any consent or approval required to give PEL and PEL subcontractors the right or licence to access, use and/or modify (including creating derivative works of) your or a third party's software, hardware, firmware and other products used by you without infringing the ownership or licence rights (including patent and copyright) of the providers or owners of such products.

3.4.2   Client agrees to indemnify, defend and hold PEL harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against PEL alleged to have occurred as a result of Client's failure to provide any Required Consents.

3.4.3   PEL shall be relieved of the performance of any obligations that may be affected by Client's failure to promptly provide any Required Consents to PEL.

3.5   Suspension of Services

3.5.1   PEL may suspend all or part of any Managed Service without liability to the Client if:
3.5.1.1   PEL believes that the Managed Services have, are or will be used in breach of the Agreement (including Client non-compliance with the hosted system Acceptable Use Policy);
3.5.1.2   Client does not co-operate with PEL's investigation of any suspected breach of the Agreement.
3.5.1.3   PEL reasonably believes that the Client has permitted the Managed Services to be accessed or manipulated by a third party without its consent;
3.5.1.4   Any fee or other amount due under any contract or agreement governed under the umbrella terms of the Agreement (and included in the MSA as a referenced contract or agreement) is overdue relating to its agreed payment terms, or is at risk of non-payment in the opinion of PEL; or

3.5.1.5   PEL is required to do so by law or a regulatory or government body.

3.5.2   PEL will give Client advance notice of a suspension of Managed Services of at least seventy-two (72) hours, unless PEL determines in its reasonable commercial judgement that a suspension on shorter or even immediate notice is necessary to protect PEL or its other Clients from any imminent and significant, operational, legal or security risk.

3.5.3   If PEL suspends any element of the Managed Services pursuant to clauses 3.5.1.1, 3.5.1.2 or 3.5.1.3 above, then Client must assess any vulnerabilities which may exist or any works which would be required to restore the Managed Service to its previous state and method of operation when reinstated. PEL could undertake such assessments for the Client if required which would be chargeable consultancy subject to the prevailing consultancy services rates. Any works to an environment required for the reinstatement of the suspended Managed Services which may result from the assessment (such as data loading) would also be chargeable consultancy subject to the current consultancy services rates detailed in the Agreement.

3.6   Termination/Cancellation of Agreement

3.6.1   This Agreement will be effective from the date countersigned by PEL and Client. This Agreement may be terminated:

3.6.1.1   Forthwith by PEL if Customer fails to pay any sum due within thirty (30) days of written notice by PEL to Customer of Customers' failure to pay in accordance with the Agreement; or

3.6.1.2   Forthwith by either party if the other commits any breach of any term of this Agreement (other than falling within clause 3.6.1.1 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same; or

3.6.1.3   Forthwith by either party if the other enters into liquidation whether compulsory or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or compound or make any arrangement with creditors or have a receiver or manager appointed in respect of any or any part of its assets or be the subject of any application for an administration order; or

3.6.1.4   By either party upon giving the other thirty (30) days' prior written notice; or

3.6.2   In the event PEL has provided software and/or related products under this Agreement, Customer shall certify in writing to PEL, within fifteen (15) days after termination of this Agreement, that all copies and parts thereof of the products and documentation, have been destroyed or returned to PEL.

3.6.3   Termination of Agreement by Client before expiry of agreed contractual term will be subject to cancellation fees to recover costs on PEL's part expended by PEL at the outset of the Agreement. See applicable clauses in Section 5 ('Consulting Services Terms') and Section 7 ('Managed Cloud Services – Public Cloud Hosting').

3.7   Exit Assistance and Return of Customer Data

3.7.1   Reasonably promptly following expiry or termination of the Agreement for any reason, PEL will provide the Client with one electronic copy of the Client system data, in the format it is then in and on an 'as-is' basis. Thereafter, subject to clause 3.7.2, PEL may delete the data at its discretion.

3.7.2   If requested to do so by Client, upon expiry or termination of the Agreement (for any reason other than 3.6.1.1 or 3.6.1.2 above) PEL will use reasonable endeavours to continue to provide such of the Managed Services as Client may require for up to thirty (30) days following such termination or expiry as to allow Client to transition to a replacement supplier, providing that Client agrees to pay fees for such a Managed Services provision extension at the rates communicated to Client by PEL upon request for such extension of terminated services for such a period.

3.7.3   If applicable, and upon request from Client; on expiry or termination of the Agreement, PEL shall sell, and the Client shall buy, any hardware or physical equipment forming part of the Managed Services provision for net book value, calculated in accordance with PEL's reasonable then-current depreciation policy. If such transaction is requested by Client, and upon payment of PEL's non-negotiable pricing for same based on the criteria above, then title for such hardware or physical equipment shall pass to Client from PEL.

3.8   Non-Solicitation and Non-engagement of employees and contractors

3.8.1   In order to protect the legitimate business interests of the other, each party hereby undertakes to the other that during the term of this Agreement and for the period of six (6)

months following its termination (howsoever and by whomsoever occasioned) and/or expiry, it shall not directly or by its agent or otherwise and whether for itself or for the benefit of any other person;

    3.8.1.1   attempt to solicit or entice away, or solicitor or entice away from the employment or service of the other any Restricted Person;

    3.8.1.2   employ or engage or otherwise facilitate the employment or engagement of any Restricted Person; or

    3.8.1.3   solicit, entice or attempt to entice away, a Restricted Supplier, if such dealing, solicitation or enticement causes or is reasonably likely to cause such supplier to cease supplying, or to reduce its supply of goods or services to the relevant party.

For the purposes of this clause 3.8: (i) a **Restricted Person** shall mean any firm, company or person employed or engaged by a party in connection with the delivery of the Services under this agreement; (ii) a **Restricted Supplier** shall mean any firm, company or person who is or has been at any time during the immediately preceding 12 months a supplier of goods or services to PEL or the Customer, including but not limited to any sub-contractor, in connection with the delivery of the Services under this agreement.

3.8.2   The Parties accept that breach of clause 3.8.1 may cause substantial loss and damage to the party not in default. Accordingly, the Parties agree that in the event of either party being in default of this clause the party in default shall on demand pay the party not in default such sum as shall equal one (1) years gross salary of the officer or employee concerned.

3.8.3   Nothing in clause 3.8 of this Agreement is intended to prohibit a Party from considering an application from and employing any such person who responds to a recruitment advertisement published generally and the publication of such advertisement is not an inducement for the purposes of this clause.

3.8.4   Each of the covenants in clause 3.8 is a separate covenant by the party and shall be enforceable separately and independently of their right to enforce any one or more of the other covenants contained in this clause 3.8.

3.9   Severability

3.9.1   In the event that any part of this Agreement is declared invalid or unenforceable by the judgement or decree by consent or otherwise of a court or other tribunal of competent jurisdiction from whose decision no appeal is or can be taken, the parties hereto shall endeavour to agree such amendment as will as far as possible validly give effect to their intentions as expressed herein.

3.10   Dispute Resolution

3.10.1   If a dispute arises out of or in connection with this Agreement or any contract or agreement governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement under Addendum A), then parties shall follow the procedure set out in this clause:

3.10.2   Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, PEL and Client shall attempt in good faith to resolve the dispute.

3.10.3   If PEL and Client are for any reason unable to resolve the dispute within 30 days of the date which the Dispute Notice was served by one Party on the other, then it shall be accepted by both Parties that the dispute was unable to be resolved amicably through direct negotiation between the Parties, and Parties shall agree to submit such unresolved disputes to the competent court in the city where PEL's registered office is situated.

3.11   Intellectual Property and Data Rights

3.11.1   In consideration of the fees paid by Client to PEL under any contract or agreement governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement), and subject to prior receipt of all fees due from the Client or payable by the Client, whether invoiced by PEL or not, or relating to time incurred by PEL (including but not limited to Services instructed by the Client under a purchase order or otherwise but pending an invoice from PEL), in any case from the Client to PEL, delivery shall take place at which point:

3.11.1.1   Client shall continue to own the Deliverables as may be delivered by PEL within the scope of this Agreement. As between Client and PEL, PEL shall own all right, title and interest, including copyrights or other intellectual property rights, in and to any and all ideas, concepts, expertise, programs, systems, methodologies, data or other materials embodied in, underlying or reduced to practice in said tangible Deliverables; and

3.11.1.2 PEL hereby grants to the Client and its direct and indirect holding companies and subsidiaries (each as defined in the Companies Act 2006 (as amended)) an irrevocable, royalty-free, non-exclusive, non-transferrable licence to use such PEL Intellectual Property for the purposes their business. Such license shall survive the expiry and/or termination of this Agreement.

3.11.2 PEL acknowledges that it acquires no right, title or interest by virtue of its performance under this Agreement:

3.11.2.1 In the intellectual property rights to any software provided by Client in furtherance of the Agreement; or

3.11.2.2 In any pre-existing intellectual property of Client incorporated into any Deliverable(s).

3.11.3 In performing and provisioning any Services under this Agreement, PEL agrees to comply with all applicable law and so far as PEL is granted access to the Customer's computer equipment (including any software) whether by remote connection or otherwise, the reasonable instructions and security requirements of the Client

3.12 Security, Data Protection and Data Privacy

3.12.1 Each Party warrants that, in respect of all personal data (as defined in the Data Protection Act 2018 as may be amended or replaced from time to time) provided or disclosed to it by the other Party, it has appropriate technical and organisational measures in place against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who have access to personal data processed in connection with this Agreement.

3.12.2 A Party to whom personal data is provided or disclosed by the other Party:

3.12.2.1 Will only process that personal data in accordance with the instructions of that other Party;

3.12.2.2 Will not do anything with any of the personal data (including processing it) other than in accordance with instructions given by the other Party.

3.12.3 Security Breach: In order to facilitate that both PEL and Client have the ability to identify, address and contain any risks stemming from any actual, alleged or potential unauthorized

use, disclosure, compromise or theft of Client data in accordance with the services provided under this agreement;

3.12.4 PEL provide a consistent internal process for identifying, reporting, investigating and closing information security incidents, which involves clear guidelines for PEL staff to report to management if they become aware of any action which indicates that there has been or may be an information security incident, and;

3.12.5 PEL mandates (as part of such internal process) that an officer of Client must be contacted and informed as soon as reasonably practical in the event of any actual or imminent disclosure of Client data.

3.13 EU General Data Protection Regulations 2016/679 Compliance

3.13.1 To comply with the EU General Data Protection Regulations 2016/679, PEL as an organisation shall:

3.13.1.1 Comply with all applicable Data Protection Laws in the Processing of Company Personal Data;

3.13.1.2 Attain and maintain ISO27001:2013 certification;

3.13.1.3 Appoint partner-level responsibility and accountability for the organisations' overall Information Security policy;

3.13.1.4 Ensure all employees', sub-contractors and relevant company affiliates (including external service providers to PEL) acknowledge understanding of the overall Information Security policy and adhere to the terms, conditions and processes therein;

3.13.1.5 Ensure all operational risks regarding data protection are reviewed at regular periodic intervals under a formal process;

3.13.1.6 Employ physical security access controls and physical barriers to unauthorised personnel on all organisational premises and offices;

3.13.1.7 Employ a clear desk policy with regards to all technology, laptops, computers and mobile devices as part of the overall Information Security policy;

3.13.1.8 Own and maintain an information asset register;

3.13.1.9 Undertake to inform any Clients of any cyber-security incidents affecting their data with immediate effect, in connection with a pre-determined information security incident handling process;

3.13.1.10 Ensure logical and physical separation of Client data between individual Clients by utilisation of individual datastores per Client;

3.13.1.11 Never under any circumstances share or sell data with/to any third party

3.14 Confidentiality, Advertising and Publicity

3.14.1 Consent: Upon written consent of the other party, Client and PEL may each use the other party's name, trademarks, logos and/or tradenames in their advertising. Such written consent shall not be unreasonably withheld. All representations of the foregoing shall be reviewed within a reasonable time, and if acceptable, approved by the other party prior to dissemination.

3.14.2 Notwithstanding the foregoing, the parties hereby consent to the following:

3.14.2.1 Either party may use the trademarks, logos and tradenames of the other party on its web page, and

3.14.2.2 PEL may make incidental use or mention of Client's association with PEL.

3.14.2.3 Each party acknowledges the other party's exclusive ownership of, or right to use, its own trademarks, logos and tradenames and agrees not to dilute the other party's rights in its own trademarks.

3.14.2.4 Use of Trademark: Client and PEL agree to clearly display an acknowledgment of the other party's ownership of its trademarks, logos and tradenames.

3.14.2.5 Marketing: Upon the execution of this agreement and upon written approval received from Client, PEL shall have the right to issue a press release announcing the existence of this agreement and any other relevant information. Both parties have the right to issue any press release needed to comply with any governmental or securities law. Client agrees to engage in various marketing activities with PEL related to this agreement. These marketing activities shall include press releases, case studies and/or speaking engagements.

3.15 Business Continuity

3.15.1 Backup and restore, and disaster recovery services are included as an element of Managed Services contracts provided by PEL to Client under this Agreement. PEL will perform such services as are set out Section 7 ('Managed Cloud Services – Public Cloud Hosting') of this Agreement to the appropriate and pre-defined Service Level and in accordance with Good Industry Practise. However, Client acknowledges that:

3.15.2   PEL is not in a position to develop, evaluate or test Client's wider business continuity or disaster recovery arrangements or policies and can only provide such backup and recovery services as form part of the Managed Services. Therefore, it is Client's responsibility to understand and assess PEL's backup and recovery services forming part of the Agreement against any or all of their own business continuity or disaster recovery arrangements or policies; and

3.15.3   PEL is not in a position to verify the accuracy, completeness or integrity of Client's data, and can only backup the Client data as of its then current state. Therefore, PEL will not be liable if any Client data backed up or restored by PEL under the Agreement is inaccurate, incomplete or corrupted, providing that the restore and corresponding backup job completed without error.

3.16   Assignment and Sub-Contractors

3.16.1   PEL reserves the right to sub-contract, assign or otherwise deal with any of its obligations under this Agreement provided that PEL shall notify Customer of such action.

3.16.2   Such sub-contracting Consultant shall not be entitled to participate in any life insurance, pension, medical or other benefit schemes available to the employees engaged in Client's business.

3.16.3   Client shall not be liable for the death or injury of the sub-contracting Consultant or for loss or damage to his/her property while performing any services under the MSA or any contract or agreement governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement) except to the extent that such death, injury, loss or damage is caused by the negligence of Client or its agents or employees.

3.16.4   PEL shall be responsible for all Income Tax, Social Security contributions and all fringe benefits, pension and insurance for its own employees only when working for Client under the terms of this Agreement and acknowledges that no master/servant relationship is created between Client and such sub-contracting Consultant by this Agreement.

3.17   Force Majeure

3.17.1   Neither Party shall be liable for any delay in performing any of its obligations or for failure to perform its obligations (other than the payment of PEL charges) under this Agreement if such delay or failure is caused by or results from circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, strikes, governmental act, fire, war, explosion, accident, industrial dispute, impossibility of obtaining materials, computer breakdown or bankruptcy of any supplier so delaying or any other such circumstances beyond the Parties' reasonable control and such Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations.

3.18   Anti-Bribery and Corruption

3.18.1   In this Section the following terms have the following meanings:

3.18.1.1   "Adequate Procedures" means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010, which are sufficient to amount to a defence to an offence under section 7(1) of that Act, taking into consideration any guidance issued by the Secretary of State under section 9 of that Act;

3.18.1.2   "Associated Person" means an associated person in accordance with section 8 of the Bribery Act 2010 which is, in brief, in relation to a Party, a person (including an employee, agent or subsidiary) who performs services for or on behalf of that Party.

3.18.2   Each Party undertakes to the other that:

3.18.2.1   It will not, and will procure that any Associated Person will not, in the course of the operation of the Agreement, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;

3.18.2.2   It has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any activity, practice or conduct that would give rise to an offence under section 7 of the Bribery Act 2010;

3.18.2.3   It will comply with the provisions of its own anti-bribery and anti- corruption policy as may be in place from time to time so far as applicable to this Agreement;

3.18.2.4   It will provide such information as is reasonably requested by the other Party to evidence compliance with this Section from time to time.

3.19   Modern Slavery Act 2015

3.19.1   In this Section the following terms have the following meanings:

3.19.1.1 "Connected Person" means in relation to a Party, a person (including an employee, agent, subsidiary undertaking or subcontractor) who performs services for or on behalf of and/or supplies goods to that Party (but excluding the other Party to this Agreement); and

3.19.1.2 "Modern Slavery" means slavery, servitude and forced or compulsory labour as defined in section 1 of the Modern Slavery Act 2015 and human trafficking as defined in section 2 of the Modern Slavery Act 2015.

3.19.2   Each Party undertakes to the other that:

3.19.2.1 It implements reasonable due diligence and other procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no Modern Slavery in its supply chains;

3.19.2.2 It shall notify the other Party as soon as it becomes aware of any actual or suspected Modern Slavery in a supply chain which has a connection with this Agreement;

3.19.2.3 It shall provide such information as is reasonably requested by the other Party to evidence compliance with this Section;

3.19.2.4 Neither it nor, so far as it is aware, any Connected Person has been convicted of any offence involving Modern Slavery; and;

3.19.2.5 Having made reasonable enquiries, so far as it is aware, neither the Supplier, any Connected Person nor any of its sub-contractors or suppliers has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with Modern Slavery.

3.20   No Waiver

3.20.1   No relaxation, forbearance delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice affect or restrict the rights and powers of that said party hereunder nor shall any waiver by either party of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

3.21   Third Party Rights

3.21.1   Nothing in this Agreement will confer any rights on any third parties.

3.22   Insurance

3.22.1   Each Party shall at all times maintain appropriate policies of insurances with a reputable insurance company to cover their risks and liabilities under this Agreement (such policies to include but not be limited to public liability insurance in an amount of not less than GBP £2,000,000 for any event unless the parties agree otherwise in writing).

3.23   Clause Headings

3.23.1   Clause headings are inserted in this Agreement for ease of reference only and do not form part of this Agreement for the purposes of interpretation.

3.23.2   The singular shall include the plural and the plural the singular except where the context otherwise requires.

3.23.3   Any notice or other document given by either Party to the other under this Agreement shall be in writing. Such notice will be deemed served if delivered personally or sent by registered mail or recorded delivery to the other at the last known address of the other Party and shall be deemed to have been given two working days after the date of posting or in the case of personal delivery on the date of delivery.

3.23.4   No amendment or other variation to this Agreement shall be effective unless it is in writing, is dated, and is signed by or on behalf of each of the Parties.

3.24   Entire Agreement and Supersession of Other Terms

3.24.1   The provisions of this Agreement, as in effect from time to time by its terms constitute the entire agreement between the Parties and supersedes all communications, negotiations, representations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of this Agreement. Any terms contained in Client's purchase orders, invoices, acknowledgements or other forms that are inconsistent with or different from the terms of this Agreement shall be void and of no effect.

3.25   Governing Law and Jurisdiction

3.25.1   This Agreement will be governed by the laws of England and the parties agree to submit disputes that cannot be settled amicably, to the jurisdiction of the competent court in the city where PEL's registered office is situated.

4.   Software Terms: Perpetual Software Licensing

4.1   Software License Agreement: Perpetual Software License

4.1.1   Grant of License: Upon receipt by PEL of payment of fees established in the Agreement or any contract or agreement governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement under Addendum A), and pursuant to the terms and conditions of this Agreement, PEL grants Client a perpetual (subject to termination as provided herein), non-exclusive, non-transferable license to use the Product for its internal business purposes in accordance with the Application description and limited to the number of Users referenced, itemized and detailed in all or any contract/s or agreement/s governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement under Addendum A) which relate to the number of Users sold or leased by PEL to Client for each individual, specific or explicit Product type.

4.1.2   Copies: Client, solely to enable it to use the Product, may make one archival copy and a limited number of additional copies for internal purposes, provided that the copy shall include PEL's copyright and other proprietary notices and that the Client implements and maintains a system to monitor and track the location and use of these copies. The Product delivered by PEL to Client and the archival copy shall be stored at Client's Site. Client shall have no right to copy, in whole or in part, the Product. Any copy of the Product made by the Client is the exclusive property of PEL.

4.1.3   Restrictions: Client shall not modify, enhance, translate, reverse engineer, decompile, disassemble, transfer, lease, sublicense, assign or sell the Product or create derivative works based upon the Product, or otherwise attempt to derive source code from the Product, and no rights with respect to Product source code are granted. The Products may include third party software components, which shall be used by Client solely in conjunction with the Products and shall not be used for any other propose without the prior written consent of PEL. Breach of this provision shall automatically void the license(s) granted herein.

4.1.4   Material Terms and Conditions: Client specifically agrees that each of the terms and conditions of this Section are material and that failure of Client to comply with these terms and conditions shall constitute sufficient cause for PEL to terminate this Agreement and the

licenses granted herein. The presence of this subsection shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

4.2   Intellectual Property Rights

4.2.1   Product Ownership: Client acknowledges and agrees that the Product, including any patches, workarounds, updates, upgrades, enhancements and modifications thereto provided to Client, and all trade secret, copyright, patent, trademark, trade name and other intellectual and proprietary rights therein, are and at all times shall remain the sole and exclusive property of PEL, and shall be subject to the terms and conditions of this Agreement.

4.2.2   Trademark Removal: Client shall not remove any copyright, trademark or other proprietary rights notices of PEL on any Product.

4.3   Warranties

4.3.1   Power and Authority: Each Party warrants to the other Party that it has sufficient right and authority to enter into this Agreement, and to grant the rights and assume all of their respective rights and obligations set forth herein.

4.3.2   Product: PEL warrants that the Product shall perform substantially in accordance with the applicable technical documentation published and provided by PEL to Client for thirty (30) days after the date of delivery. In the event that Client notifies PEL in writing specifying in reasonable detail how the Product fails to meet such warranty, PEL shall use reasonable commercial efforts to repair or replace the Product at no additional charge. PEL shall not be liable to the extent any defect or error in the Product is caused, or contributed to, by: (a) improper installation of the Product; or (b) use of the Product contrary to the applicable technical documentation.

4.3.3   Media: PEL warrants that the media on which the Product shall be provided under normal use shall be free from defects in materials and workmanship for a period of thirty (30) days after delivery and if the media is found to be defective, PEL shall repair or replace such defective media at no charge.

4.3.4   No other Warranties: the foregoing warranty of PEL is in lieu of all other warranties, express or implied, written or oral, including without limitation, any warranty of merchantability, non-

infringement, or fitness for a particular purpose. PEL specifically disclaims any warranty that the product shall operate uninterrupted or error free.

4.4   Intellectual Property Infringement

4.4.1   Indemnity: PEL shall indemnify and defend Client, at its sole expense, against all liability and expenses, including reasonable attorney fees and costs, in any judgment arising from a claim that the Product infringes upon a duly issued patent, copyright or trade secret of a third party Worldwide, provided that Client notifies PEL in writing of such action. (i) If all or any part of a Product is or in the opinion of PEL may become the subject of any claim or suit for infringement of any Intellectual Property Right, or (ii) in the event of any adjudication that a Product or any part thereof does infringe, or (iii) if Client's use of a Product or any part thereof is enjoined, PEL, at its option and expense, shall either:

4.4.1.1   Procure for Client the right to continue using said Product; or

4.4.1.2   Replace same with an equivalent non-infringing product, and extend this indemnity thereto; or

4.4.1.3   Modify the infringing Product to make it non-infringing; or

4.4.1.4   Remove the infringing portion of the Product.

4.4.1.5   If in PEL's opinion none of these options is available to PEL on reasonable economic terms, then the applicable Product Order or this Agreement may be terminated at the option of either Party hereto without further obligation or liability on the part of either Party hereto.

4.4.2   Defence Against Action: PEL shall have the right to control the defence and/or settlement of such action and Client shall provide reasonable assistance to PEL in its defence thereof. Notwithstanding the foregoing, PEL shall have no obligation toward Client for any claim arising from the foregoing infringement indemnity if any Product or deliverables (i) have been modified by a party other than PEL; (ii) used in combination with other items where such infringement would not have occurred but for such use in combination with such other items; or (iii) from failure of Client to use an updated Product provided by PEL to avoid such an infringement claim.

4.4.3   Disclaimer: the foregoing states the entire liability of PEL and the sole remedy of client, for infringement of any copyright, patent, trade secret or other intellectual property right with respect to any product or services furnished hereunder.

4.5 Limitation of Liability

4.5.1 Subject to the provisions of clause 4.5.3, in no event shall PEL or its affiliates and/or third party licensors be liable to Client for any reason, whether arising out of breach of express or implied warranty or term or condition, breach of contract, misrepresentation, negligence, tort or otherwise, for any direct loss or damages arising out of use of the product or the support services or otherwise, in the aggregate, in excess of the following:

4.5.1.1 With respect to the use of the Product - amounts received for the specific Product giving rise to such liability during the twelve (12) month period preceding the date on which the claim arose, or

4.5.1.2 With respect to support services - the annual fee actually received for the support services during the year in which the claim arose.

4.5.2 Subject to the provisions of clause 4.5.3, under no circumstances will PEL or its affiliates and/or third-party licensors be liable for any of the following, whether arising out of breach of express or implied warranty or term or condition, breach of contract, misrepresentation, negligence, tort or otherwise, whether foreseeable or unforeseeable:

4.5.2.1 Indirect loss or damages,

4.5.2.2 Consequential loss or damages,

4.5.2.3 Punitive damages,

4.5.2.4 Special damages,

4.5.2.5 Loss of data,

4.5.2.6 Loss of goodwill,

4.5.2.7 Loss of profits,

4.5.2.8 Loss of use of money or use of the products,

4.5.2.9 Interruption in use or availability of data, stoppage of other work or impairment of other assets.

4.5.3 The exclusions in clauses 4.5.1 and 4.5.2 shall apply to the fullest extent permissible at law, but company does not exclude any liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

4.6 Payments and Charges Relating to Perpetual Software Sales

4.6.1 Payment terms on all software licensing sales invoices is immediate.

4.6.2   If applicable, an order will only be placed with an onwards software vendor by PEL once payment is received from Client.

5. Consulting Services Terms

5.1 Statements of Work

5.1.1 Relation and Role of a Statement of Works to this Master Services Agreement: This MSA will detail generic contractual elements such as payment terms, product warranties, dispute resolution, liability and governing law etc, leaving only details such as pricing and schedule of annual charges to be set out and agreed in the relevant accompanying Statement of Work or Proposal to this MSA.

5.1.2 Each statement of work or proposal will detail within it deviations, if any, to this agreed MSA.

5.1.3 Time and Materials Basis Model for Services Delivery: All contracts and agreements governed under the umbrella terms of the MSA (listed in the Addendum A of this document) will provide Services on a Time and Materials basis. On such basis, Client agrees to pay for the time spent for PEL's consultants to provide the Services works, and for any materials required in order to provide the Services.

5.1.4 Fixed-price Services delivery and implementation projects (where required and suitable) would be undertaken by PEL as projects separate to any MSA, with separate and different terms.

5.1.5 Training: The Statement of Works documents governed under the umbrella terms of the MSA (listed in the Addendum A of this document) will clearly state whether a training plan is included or built-in to the costings and the Specification of the contract or agreement to provide the Services, or otherwise.

5.1.6 If training is included within the Specification of the implementation delivery for the Services, then such plan will provide details of the nature of the training to be provided (classroom-led or via web), how much training time is included within the Specification, and which subjects are to be included with a syllabus and the production of candidate training materials.

5.1.7 Go-Live Support: The contract or agreement governed under the umbrella terms of the MSA (and included in the MSA as a referenced contract or agreement) will clearly state whether a

period of go-live support (also known as 'hypercare') is included or built-in to the costings and the Specification of the contract or agreement to provide the Services, or otherwise.

5.1.8   If a period of focused go-live support is included within the contract or agreement to provide the Services, then PEL will provide suitable resources for that pre-determined period which may include allocated support time for the same consultants that delivered the Services works in the implementation delivery, and a heightened or focused response which may include direct input from the project manager involved.

5.1.9   At the end of the pre-determined period of focused go-live support (if applicable), ongoing support is then transitioned across to PEL's Support team and will be undertaken from that point onwards as BAU support under the terms of support provision and its scope within this MSA.

5.1.10   Warranty on Services Works: All PEL Services works are warranted for a period of ninety (90) days from the date of the latest promotion to Client's UAT, or thirty (30) days from the date of promotion to Client's live business Production environment, whichever is earliest.

5.1.11   The warranty on Services works offered by PEL to Client within the warranty period provides cover, rework and re-deployment at no cost to Client for the following elements:

5.1.11.1   Software bugs (error, flaw, failure or fault which causes an incorrect or unexpected result or causes the software to behave in unintended ways) in delivered software authored by PEL, acknowledged and confirmed as such by PEL after investigation (and comparison against Specification), and reproducible in accordance with defined reproduction steps.

5.1.11.2   Failures to deliver agreed functional requirements against Specification of Services, acknowledged and confirmed as such by PEL after investigation and comparison to documented Specification or Statement/s of Work/s. Work or configuration not defined specifically within project specifications will be delivered as per the standard product out-of-the-box specification or based on best practice garnered by experienced PEL consultants and developers. Changes to such will be the subject of Change Control and may incur additional charges.

5.1.12   If such factors are identified and acknowledged by PEL within the warranty period, then PEL will, at its own cost, resolve such bugs or shortcomings, and re-deploy any necessary code

changes through successive environments, deploy again into Client's UAT environment for Client re-certification, then deploy into Client's live business Production environment.

5.1.13   Software bugs (error, flaw, failure or fault which causes an incorrect or unexpected result or causes the software to behave in unintended ways) in delivered software not authored by PEL, (i.e.) core product code, operating system code, database system code etc) are not warranted by PEL and the impact of such code errors upon a contracted delivery or service will require funding via the agreed Change Control process.

5.2   Clients' Obligations Relating to Consulting Services

5.2.1   To assist PEL in the provision of the Services, Client shall at its own expense make available when required:
5.2.1.1   Access to Client's computer equipment including any software;
5.2.1.2   Reasonable working space and facilities; appropriate local and wide area network access.
5.2.1.3   If requested by PEL, a nominated individual, responsible for operation of Client's computer equipment;
5.2.1.4   If requested by PEL, remote connection via network connection or one on-line port and ADSL/VPN to the computer equipment upon which any software is running;
5.2.1.5   Such information relating to Client's business as PEL shall reasonably require to fulfil PEL's obligations hereunder.

5.2.2   Failure by Client to provide any such assistance may prohibit effective action by PEL and render PEL unable to perform the Services and in such circumstances PEL shall have no liability to perform its obligations under this Agreement to the extent that performance is prohibited by such failure of Client.

5.3   Consulting Services Team Qualifications

5.3.1   PEL's consultancy Services team is comprised of highly-experienced consultant personnel with many years of EAM and mobility solution delivery and experience. PEL's personnel hold the relevant level of certifications with our partner companies to allow us to implement solutions based on their products. Client can request from PEL at any time during the provision of Services (or before such at tendering, RFI or bidding stage) information regarding

the qualifications or experience of the consultant staff involved in the provision or potential provision of Services to Client.

5.4   Background Checks and Security Clearances for Consulting Services Team

5.4.1   In the event that any Statement of Work or proposal governed under the umbrella terms of the MSA (listed in the Addendum A of this document) requires security vetting, the undertaking of background check procedures, or the attainment of specific security level certification clearances for the named PEL consultants to be involved in the provision of the consulting Services, then:

5.4.2   PEL will require Client to provide financial sponsorship (in full, unless otherwise agreed within the contract or agreement governed under the umbrella terms of the MSA (listed in the Addendum A of this document) in order to attain such clearances or to undertake all or any required background checks or vetting procedures, if such clearances or checks are provided or supplied by a third party and carry a cost; or

5.4.3   PEL will require Client to provide such vetting, checks, attainment of security clearance, or provision of required training course or induction attendance as required free of charge to PEL, if such processes or required attainments are provided internally within Client's business and are not provided or supplied by a third party. PEL consultant attendance to any such training or induction events as required will be charged to Client as per the Table of Consultancy/Billable Support Rates in the relevant Statement of Work or Proposal.

5.5   Termination/Cancellation of Consulting Services (Time and Materials Basis for Implementation Services Projects)

5.5.1   Services undertaken as per the Statement of Works governed under the umbrella terms of the MSA (listed in the Addendum A of this document) will be charged on a Time and Materials basis. Such services will end upon the earlier of:
5.5.1.1   The Specification for such services being met; or
5.5.1.2   PEL having provided the estimate total hours set out in the Specification for such services.

5.5.2   If PEL determine either:
5.5.2.1   That the Services will not be completed by the end date; or

5.5.2.2　That it will be necessary to exceed the hours for such Services, then:

5.5.2.3　PEL will notify Client as soon as practical. Client may then terminate the Services (paying only for the effort expended by PEL up to that time) or authorise PEL to continue on the same charging basis as before.

5.5.3　In the event that PEL has not fully satisfied the Specification and either the:

5.5.3.1　End date has been reached; and/or

5.5.3.2　The estimate total hours has been expended by PEL, then:

5.5.3.3　Client may authorise PEL (in writing) to continue providing Services at the applicable charging rate hereunder, in order to meet the Specification.

5.5.4　In the event that Client chooses to cancel/terminate the contracted implementation/delivery services prior to the agreed commencement date for such services works, then PEL reserve the right to recover from Client the services revenue as planned and forecast by the project plan in place at the date of termination, to a maximum of thirty (30) days forwards from date of termination.

5.5.5　In the event that Client chooses to cancel/terminate the contracted implementation/delivery services once these have already been initiated, PEL reserve the right to apply the following rules of cancellation:

Notice of Cancellation of services	Cancellation Fees
>30 Days	No Cancellation Fee
>15 Days and <30 Days	50% of the Value of the Planned Services Cancelled
>10 Days and <15 Days	75% of the Value of the Planned Services Cancelled
<10 Days	100% of the Value of the Planned Services Cancelled

5.6　Payments and Charges Relating to Consulting Services

5.6.1　PEL shall levy the Charges (by the submission of invoices in accordance with clause 5.6.2 below) in respect of the Services monthly in arrears.

5.6.2   Each invoice shall contain the elements as specified within the Schedule(s) of the Statement of Work governed under the umbrella terms of the MSA (listed in the Addendum A of this document). Client hereby agrees to pay the Charges levied within thirty (30) days of Tax Point Date of invoice.

5.6.3   Where PEL agrees at the request of Client to perform the Services outside of or in addition to Service Hours, PEL may impose such higher Charges in accordance with its then current practice which PEL shall notify to Client prior to commencement of such services.

5.6.4   PEL reserves the right to charge Client interest in respect of the late payment of any sums due under this Agreement (as well after as before judgement) at the maximum rate permitted by law from the due date thereof until payment.

5.6.5   Should Client have any query over the contents of any invoice issued by PEL, it shall so notify PEL within seven (7) days of the date of issue of the relevant invoice, failing which Client shall be deemed to accept such invoice as conclusive evidence of the performance of the Services as specified therein.

5.7   Expenses Relating to Consulting Services

5.7.1   Client also agrees to pay all reasonable travel, accommodation and subsistence expenses incurred by PEL in the performance of the Services and reimburse PEL with the cost of providing any computer facilities, access to internet networking, storage media, data preparation, document photocopying, report printing, courier charges, telephone charges or the like as required in the performance of the Services.

5.7.2   Such expenses will be charged to the Client at cost unless agreed differently in any relevant SoW.

5.7.3   Administrative costs associated with additional requirements for receipt compilation, reporting and multiple system entry will be priced at an agreed additional charge.

5.7.4   Such expenses will be included within the same monthly billing cycle as the invoicing of the Services and billed monthly in arrears.

6. Support Services Terms

6.1 The Support Services

6.1.1 For the purposes of this section, the "Support Services" are:

- The helpdesk and support services that come built-in and inclusive to PEL Managed Cloud Services (which are fully inclusive to the fees for such services) and which are fully detailed in their scope and remit within this section. Such services are to be delivered to Client within the period of Service Hours as defined within this document under Section 2 : Definitions.

6.2 The Supported Solution

6.2.1 For the purposes of this section, the "Supported Solution" is:

- All environments (live business Production and all or any non-live environments) to be hosted and provisioned by PEL for Client under the Managed Cloud Service
- All Openshift clusters which form part of the Maximo Application Suite and which run the environments – including all master and worker nodes therein (if applicable)
- All underpinning technologies, middleware applications, databases and database platforms which underpin and platform the IBM Maximo Manage software application and within the IBM Maximo Application Suite, such as (for indicative purposes and not limited to): IBM Websphere Liberty, IBM DB2, MongoDB etc
- The IBM Maximo Manage software application within the IBM Maximo Application Suite
- Any other software application within the IBM Maximo Application Suite (such as Maximo Monitor, Maximo Health, Maximo Predict, Maximo Visual Inspection, Maximo Assist or Digital Twin) – only if detailed specifically and explicitly and indicated as in-scope within the Statement of Work for the Managed Cloud Service

6.3 Scope of the Support Services

Generic Support Terms

6.3.1 The terms within this section are the default terms for the inclusive helpdesk and support services that come as a component of PEL Managed Cloud Services. Any client specific or non-

generic terms regarding helpdesk and support services shall be clearly documented within the Statement of Work for the Managed Cloud Service and these shall take precedence over these default terms herein.

Scope of Environments covered by the Support Services

6.3.2   The Support Services detailed within this section cover all issues and live Incidents raised against the Client live business Production environment, in accordance with the scope defined within this section. The live business Production environment is covered by all of the Service Level Targets within the Service Level Agreement detailed within this section (for such elements as response and resolution time for Incidents, hosted environment uptime etc).

6.3.3   The Support Services detailed within this section cover all issues and live Incidents raised against all non-live environments hosted by PEL for Client (i.e. non-live environments such as dev, test, UAT - User Acceptance Testing, SIT - System Integration Testing, training or pre-prod environments), however none of these non-live environments are covered by any of the Service Level Targets within the Service Level Agreement detailed within this section and all support works carried out to any non-live environments will be provided to reasonable endeavours.

Definition of Incidents

6.3.4   Incidents for the purpose this section can be defined as unforeseen events or occurrences producing undesirable, obstructive or catastrophic effects which limit or affect adversely (or disable completely) the ability of the client business to use the IBM Maximo system in an operational BAU capacity to meet the needs of their business from it; and which relate to the applications and elements of support which PEL is responsible for as defined under the scope and Responsibility Matrix within this section.

6.3.5   Examples of Incidents include (listed for illustrative purposes – but which are not limited to):

- Failure for the Client business users to be able to use the Supported Solution for business purposes as designed and documented due to an occurrence or unforeseen event.

- Failure in ability for the Client business users to access or log-in to the hosted Supported Solution through the service URL being down (suffering unplanned downtime) or being unresponsive.

- Connection failure between Maximo Manage and a third-party software product integration (ie, failure of VPN between the two connection nodes) – if applicable.

- Corruption in records or data, such as database service block corruption within the database.

- Degradation in Supported Solution/application responsiveness, user experience or system slowness initiated by a root causal factor or change.

- Once-correct behaviour in system processes (such as workflows) which have had their outcomes or results changed to now incorrect behaviour as a result of a catalyst occurrence or a change being introduced.

6.3.6   Examples of requests of works made on PEL that do not constitute Incidents or do not fall within the clear definition of Incidents as detailed above (listed for illustrative purposes – but which are not limited to):

- System administration tasks such as leaver/joiner/mover user admin, security group administration, email recipient group administration within Maximo Manage.

- Training of client staff or knowledge transfer sessions

- Data-loading via either Maximo MIF or MXLoader application.

- Any change or new functionality requests to be made to the Maximo Manage system (which would be subject to change management processes, change control development/configuration and deployment).

6.3.7   The definition of Incidents for the purpose of this section relates to unforeseen events or occurrences taking place in normal and regular BAU system operation. The scope does not include Incidents which arise directly from the following causal factors, as these are *outside of PEL's direct control or remit under the support scope*. Such examples could be (listed for illustrative purposes - but which are not limited to):

- Incidents clearly and demonstrably arising from the actions of a client Maximo Manage user which are depreciated or unwise, such as carrying out changes to application functionality or appearance without the correct change management, or manual deletion of live business

Production data from the backend Production database which necessitates a request to PEL to manage a restore from backup, etc

- Incidents clearly and demonstrably arising from the actions of another third-party service provider (such as the service provider of a third-party application to which Maximo Manage has an integration) changing the nature or version of that integrated third party software which causes knock-on adverse effects to Maximo Manage

  (In any such incidence as those listed above, any work required of PEL to put such situations right under their agency, remit and scope may be classed as chargeable support works, to be covered by the funding within the Flex Pot draw-down account).

Inclusive Time to be Worked as Incidents under the Support Services

6.3.8   Each Incident worked by PEL under the Support Services carries an initial and inclusive amount of hours to be worked per Incident. If any Incidents need to be worked for a time longer that this initial and inclusive amount of hours per Incident then Client will be given the choice by PEL support management for PEL to either (i) cease work on this Incident, or (ii) continue work on this Incident funded by the Flex Pot account (or any other funding stream separate to the Managed Cloud Service). The amount of initial and inclusive amount of hours to be worked per Incident under the Support Services are indicated in the table below.

Support Element	Amount of Initial and Inclusive Hours to be worked per Incident
Incident Support	The first four (4) hours per Incident inclusive to the Support Services

Core/Inherent Product Support (4th Line Support)

6.3.9   Core/inherent product support will form part of the Support Services unless it is specifically and explicitly detailed or indicated within the Statement of Works for the Managed Cloud Service that this element of support is out-of-scope or non-inclusive to the Support Services, or is the remit of another party other than PEL.

6.3.10   Under core/inherent product support, PEL will work with IBM as software product vendor relating to all or any IBM products within the Supported Solution (as well as with all or any other software product vendors relating to all or any other software components as specifically and explicitly indicated and detailed within the Statement of Work for the Managed Cloud Service) on Client's behalf and as Client's representative for support relating

to any core or inherent issues or bugs arising or being identified with the core software products.

6.3.11 Core and inherent issues and bugs are defined for the purposes of this section as issues and bugs which would affect all or any users of the OOB (Out Of Box) vanilla base install of the software product (if they were to follow the same reproduction steps), due to the issue affecting the the core software product inherently and not any Client-specific configuration or code change which may have been applied historically above or on top of the core software product.

6.3.12 Core/inherent issues need to be fixed or resolved by the vendor, usually through the release of hotfixes, fixpacks, ifixes, patches, upgrades or similar. PEL may not be able to fix core or inherent issues with OOB (Out Of Box) vanilla base installs of the software product instead of (or on behalf of) the vendor.

6.3.13 PEL are responsible under the Support Services for diagnosing, triaging, simulating and quantifying suspected core or inherent software product issues or bugs identified and for dealing with software product vendor/s as Client's representative in order to seek resolutions and remediations from the vendor/s for such issues.

6.3.14 PEL will undertake the process of logging core or inherent software product issues or bugs with software product vendor/s as cases and/or tickets once such have been identified by PEL to be core or inherent. PEL will own the cases and tickets raised with vendor on Client's behalf until resolution.

6.3.15 As PEL is not responsible for delivering the fixes, resolutions or remediations to core or inherent software product issues or bugs, PEL therefore cannot offer any guarantees that a final resolution to such issues will be forthcoming from any vendor.

6.3.16 PEL cannot guarantee that any software product vendor will accept any issue as a core or inherent software product issue or bug.

6.3.17 Once a fix, resolution or remediation to a core or inherent software product issue or bug has been released by vendor in whatever form, the application of such to all or any environments within the Supported Solution is determined by the criteria relating to the application of fixes, patches or upgrades detailed at Section 8 : Managed Cloud Services – Public Cloud Hosting.

6.4   Support Model

Support Line	Detail	Responsibility of
1st Line	*Taking calls from the entirety of the client Maximo user base *Maximo Sysadmin tasks (joiners/leavers, security group admin etc *Maximo Incident triage and resolution for 1st Line, low-level Incidents *Minor change and configuration changes carried out by client superusers under correct Change and Release Management methodology	Client
2nd Line	*Maximo Incident support at 2nd Line (first escalation to PEL) *Change and Release Management, Code Repository Management	PEL Dedicated Helpdesk Team
3rd Line	*Internal escalation to PEL 3rd Line SMEs	PEL SME and Project Services Resources Pool
4th Line	*Vendor support from software application vendor (PEL to act on Client's behalf to raise and own case until resolution by vendor and respond to all vendor correspondence etc)	Software Product Vendor (IBM/AWS/PEL/Other)

Support Model Notes:

1st Line

6.4.1   Client has on-staff IBM Maximo Manage superusers (or 'maxadmins') in place for the duration of the support term that can handle all low-level administration tasks for the IBM Maximo Manage system such as users/leaves/joiner's admin, report email recipient admin, admin of the security groups and permissions/access management etc. These are not Incidents but rather administrative tasks that need to be carried out in order to maintain the administration levels of the system, provide housekeeping to records, and respond to change such as users leaving or joining the system. PEL can assist in these tasks as required (or could cover for Client superuser vacation periods) but such tasks would be outside scope and therefore would be funded by the Flex Pot account.

6.4.2   Client-side Maximo Manage superusers will also respond to all Incidents from the Client user base at 1st Line: this includes the initial triage and diagnosis as well as collation of all logs and repro steps, and details of expected behaviour vs actual behaviour from the reporting user. If the Incident is a low-level and not a complex incident (or a commonly recurring Incident with a corresponding recurring remedy) then the Incident could be resolved at this stage here by the 1st Line responder at Client.

6.4.3   1st Line for mobility here would also involve Incidents with mobile devices which PEL could not assist with such as broken mobile device screens, Wi-Fi or inherent client organisational

IT issues. If there are also non-complex remedies for the PEL Fingertip application, such as clearing cache on the device or reinstalling the application on a device, then such commonly recurring resolutions could be carried out here at 1st Line.

6.4.4   If Client's in-house IBM Maximo Manage teams include skillsets which can make changes to the Maximo Manage system by means of either front-end configuration changes (ie, Automation Scripting) or back-end code class extension, then they can make such changes but should submit a service request ticket to PEL at 2nd Line in order to:

- Inform PEL 2nd Line support team of the change or RFC reference or similar record raised on the Client side and when this change will be raised at any Client change advisory board for discussion (if applicable)

- Inform PEL 2nd Line support team of all changes made in any respect and the business case or driver for the change (for PEL's understanding in respect of onwards support including this change)

- Provide PEL 2nd Line support team with any code or configuration details of what has been changed (to be added to the centralised change repository)

PEL 2nd Line support team will then:

- Inform Client 1st Line requestor of the corresponding PEL-side change record number (if applicable)

- Inform Client 1st Line requestor if there have been any results from any technical authority review of the change carried out – if required (such as code constitution of ways that similar results have been achieved in the past differently, PEL-suggested better ways to achieve the same result, any conflict with vendor-published best practices, or any potential conflicts with existing or established functionality)

- Inform Client 1st Line requestor of the best release package to add the change to in order to have it progressed down the runway and passed through testing at the quality assurance gates: either the next package planned or as an emergency release package.

- Add change to the release package and undertake all associated additions to the centralised change repository. This process being worked through the support desk within this support model should only be used for small change: for example, any change which takes less than five (5) days to code, deploy and test. Larger changes of more effort should be worked through PEL's usual project services channel as may require project management.

All change (by nature of not being Incidents) carried out by PEL at client request would be out of scope to the Support services and would need to be funded through the Flex Pot account or similar separate funding stream separate to the Managed Cloud Service.

2ⁿᵈ Line

6.4.5   If any Incidents need to be escalated to 2nd Line, this happens at this stage and PEL's support desk is first engaged here by Client. Details of the information which should be passed to PEL's 2nd-Line support teams by means of escalation is detailed in the following section. PEL's 2nd Line support team response is made up of dedicated support helpdesk professionals who only work helpdesk as a discipline.

3ʳᵈ Line

6.4.6   2nd Line to 3rd Line escalation is an internal escalation from PEL's dedicated helpdesk staff to the staff within PEL's Subject Matter Expert consultant resources pool. Staff within the PEL SME pool can be engaged by the dedicated helpdesk staff if any help is required to work or resolve Incidents with specific technical competencies required. The 2nd Line dedicated helpdesk staff will always retain ownership of the ticket and case.

4ᵗʰ Line

6.4.7   PEL will as an inclusive part of the Services:
- Receive any tickets from Client users which perceive a core or inherent bug or issue with a software product component element of the Supported Solution or identify proactively themselves any perceived core or inherent bug or issue with the base IBM Maximo Manage or PEL Fingertip OOB software product.

- Simulate, qualify and quantify whether the issue does have root causal factors in a core or inherent bug or issue which needs to be reported to and worked by the software product vendor.

- Raise a ticket with such software product vendor if this is the case.

- Own and manage that ticket raised on the vendor until conclusion on Client's behalf, answering and handling all or any queries or responses from the software product vendor.

- Keep Client service delivery management personnel informed of progress.

- Install or apply any fix developed and released by the software product vendor to the Supported Solution environments, either as part of the next planned release package or as an emergency support release package

6.5   Managed Support Service – Escalations to PEL 2nd Line Support

6.5.1   Incident support escalations to PEL from the 1st Line in-house Client superusers should follow the guidelines below, all of which should be undertaken where possible before escalating to PEL 2nd Line:

- Simulation of the reported Incident to quantify a genuine problem and eliminate user misunderstanding or lack of training, potentially in a lower/non-live environment.

- Collection of repro steps or step sequences which would reproduce the Incident if undertaken (if applicable);

- Collate details of frequency of occurrence, or catalyst factors (i.e., issue occurs every time a certain report is run, or only at month end etc);

- Identification of root causal factors to Incident (if known or identified at 1st Line stage already);

- Identify scope of user/s affected: affecting one user or multiple/all users.

- Detail full details of all diagnostics and triage already carried out: including details of any measures already tried to resolve the issue which did not succeed (suggested use of an investigation-action-result table to report triage already undertaken);

- Produce full relevant logs from all or any relevant applications with highlighted attention to any particular log entries deemed important or suspicious by 1st-Line investigation.

6.6 Service Level Agreement

Service Hours
Defined as at Section 2 : Definitions

System Available % Target
Excluding planned and agreed downtime, the target availability of the system is 99.5% of planned uptime.

Incident Response and Resolution Targets

Severity (Priority)	Fault Description	Target Response Time/ Target Fix Time	Target % to be Cleared Monthly
P1	Loss of use of core functionality with respect to: Critical Impact/System Down: Business critical software component is inoperable or critical interface has failed. This only applies to the PRODUCTION environment and indicates you are unable to use Maximo resulting in a critical impact on operations. This condition requires an immediate solution. Examples of Severity 1 issues: a) All users unable to log on to system, system effectively unavailable. b) Multiple users reporting data corruption or inconsistency leading to lack of system integrity. a) Inability to support key business processes at key times of the calendar (e.g. end of month reporting).	**Within Service Hours Window:** Target Response Time: 1 Hour Target Fix Time: 16 Hours **Outside Service Hours Window:** Target Response Time: 2 Hours Target Fix Time: 16 Hours	**Within Service Hours Window:** 95% **Outside Service Hours Window:** 95%
P2	Loss of use of functionality with respect to: Significant business impact: A software component is severely restricted in its use or you are in jeopardy of missing business deadlines because of problems with a new application rollout.	**Within Service Hours Window:** Target Response Time: 2 Hours Target Fix Time: 32 Hours	**Within Service Hours Window:** 90%
P3	Minor Business Impact: Some business impact; Indicates the program is usable with less significant features (not critical to operations) unavailable.	**Within Service Hours Window:** Target Response Time: 2 Hours Target Fix Time: 80 Hours	**Within Service Hours Window:** 90%
P4	Other functionality and/or software problems not defined above: Minimal business impact: A non-critical software component is malfunctioning, causing minimal impact, or a non-technical request is made.	**Within Service Hours Window:** Target Response Time: 2 Hours	**Within Service Hours Window:** (to be agreed)

		Target Fix Time: By Agreement	

System Recovery Time Objective
72 Hours

System Recovery Point Objective
24 Hours

Persistent Breach
A Persistent Breach shall be when: The BAU Services should experience no more than one (1) priority one (P1) incident per quarter over a rolling 12-month period Or: The BAU Services should experience no more than ten (10) priority two (P2) incidents per quarter over a rolling 12-month period

6.7   Out of Hours Support

6.7.1   Only severity level 1 (P1) Incidents can be communicated to PEL by Client using the support telephone number 0203 637 0709 (or any other number as notified to Client from time to time in writing) outside of Service Hours.

6.7.2   Client will report any requests for P1 support works to PEL outside of Service Hours by telephone then will follow up with an email immediately afterwards to: helpdesk@peluk.org (or any other email address as notified to Client from time to time in writing).

6.7.3   Works to resolve severity level 1 (P1) Incidents will commence immediately by PEL upon a report of such being received from Client (which correctly matches the definition of a P1 Incident based on the table above with validity); 24 hours a day, 7 days a week, and will continue until the Incident is resolved, remediated or worked-around to Client's satisfaction. Severity level 1 (P1) Incidents can be reported to PEL 7 days a week, 24 hours a day, 365 days per annum.

6.7.4   A member of the Client's team shall be available to work with PEL Support staff when PEL is delivering the Support Services outside Service Hours, in order for PEL to ask any queries, request any works on the Client side, or report progress at pre-determined intervals to.

6.7.5   Client is entitled to change the severity level of an Incident if circumstances change from when it was first reported to PEL in order to match Client's latest business impact conditions, providing such change of circumstances correctly match the Incident severity definitions in the table above.

6.8 Managed Support Service – Use of SLA 'Stopclocks'

6.8.1 PEL may utilise SLA 'stopclocks' in the working and time recording of incident tickets, under which the measured time to resolve such ticket should be stopped or paused temporarily for reasons such as the need for essential input or feedback before work can continue, or if the work to resolve is passed over to a third party other than PEL for any period during the ticket resolution. Other examples are (for indicative purposes but not limited to):

- Incidences where PEL works the ticket to a point where a valid and essential query (or a request for further essential clarifying information) needs to be made on Client (or any other party) before the works proceed, where the works could not proceed without such query being answered.

- Incidences where a resolution action has been applied to the case, and the next action on the ticket is Client's confirmation the ticket can be closed.

- Incidences where the initial incident has been resolved, but PEL suggests a pre-defined period of monitoring in order to check for reoccurrence before the ticket is closed.

- Incidences where the ability to resolve the Incident or ticket sit clearly, demonstrably, and exclusively with a third or external party to PEL - the details of which been passed across to such party for their onwards action. In such cases, PEL will continue with the ownership of the ticket and case on behalf of Client acting as primary service provider.

6.9 Managed Cloud Services – Responsibility Matrix

6.9.1 The following matrix table shows the responsibilities and accountabilities of PEL with respect to the Supported Services.

6.9.2 Where the responsibility column is 'Client Responsibility' this includes Client as a party as well as involving any other third parties or contracted entities – for example, this column may involve any third-party outsourced IT services provider contracted or employed by Client which PEL would need to interact with for the delivery of the services. It is not within PEL's agency to define roles, responsibilities or accountabilities outside those held by PEL themselves therefore the 'Client Responsibility' column should read as all other parties involved in the overall service to Client other than PEL.

Service Line Description	PEL Fixed Fee Core Support	PEL Time and Materials Flex Pot Account	Client Responsibility (including any other contracted Third Party)
PRIMARY SUPPORT PROVIDER RESPONSIBILITIES			
Responsibility to act as Primary Support Provider: providing one single support provider channel for Client to interact with, and retaining ownership of all tickets and cases on Client's behalf until satisfactory resolution	X		
Responsibility to act as Primary Support Provider: responsibility for all monthly support case reporting, stats and metrics packs to be provided to Client	X		
Responsibility to act as Primary Support Provider: responsibility for all quarterly Service Reviews for Client	X		
Responsibility to act as Primary Support Provider: responsibility for, authoring and ownership of Operational Support Guide (OSG) documentation and all ITIL processes relating to the support provision therein	X		
Responsibility to act as Primary Support Provider: responsibility for all Change and Release Management processes and Change and Release Standard Operational Procedure (SOP) documentation	X		
Responsibility to act as Primary Support Provider: responsibility to act as the sole central repository authority for all code and configuration records	X		
Responsibility to act as Primary Support Provider: responsibility to act as the technical authority for all new or proposed change, assessing against PEL and software vendor best practice and historical constitutional change methodologies to ensure strong constitutional change methods and consistent approach to delivery of change	X		
Responsibility to undertake all Performance Management baselining then onwards BAU reporting: to ensure that the speed and responsiveness of the Supported Solution, along with the user experience, is not affected or impacted and is kept up to initially baselined levels	X		
Responsibility to undertake all Capacity Management baselining then onwards BAU reporting: to ensure that the Supported Solution is suitably resourced to be capable of handling the required concurrent user numbers and data processing	X		
Responsibility for all processes relating to Major Incident Management and to play the Primary Support Provider role in bringing all required war room resources together to engage in Major Incident resolution	X		
APPLICATION LAYER SUPPORT – THE SUPPORTED SOLUTION			
Support for all or any Incidents which threaten business continuity of the Supported Solution – includes initial diagnosis and triage, simulation and quantification (if applicable), and working through to remedy/resolution	X		

Service Line Description	PEL Fixed Fee Core Support	PEL Time and Materials Flex Pot Account	Client Responsibility (including any other contracted Third Party)
Support for all or any Incidents which threaten the baselined user experience by means of system responsiveness degradation stemming from either identified root causal factors or natural system growth, and all associated actions and remedies required to bring back to baselined levels	X		
Authoring and deployment of all or any Change to the Supported Solution (see 'Definitions of Defect and Change' at Appendix A)		X	
Support accountability for the middleware and underlying application layer platforms (such as IBM Websphere Liberty) within the OpenShift clusters	X		
Support accountability for the database product and platform including Maximo Manage database schema support and maintenance	X		
Responsibility for the design, management and ongoing BAU maintenance of the database backup regime; and ownership of the Database Backup Plan Standard Operating Procedure document	X		
Responsibility and accountability of the Supported Solution availability/uptime for Client end users (including any reporting of same to Client)	X		
Responsibility for the support of the implemented utility within IBM Maximo Manage which checks the data validity for invoices ('Invoice Validator') – subject to successful handover of source code and successful completion of any requisite training or familiarization required in order for PEL to transition or assume control and onwards support	X		
4th LINE VENDOR SUPPORT RESPONSIBILITIES			
Responsibility to work with all or any external software product vendors (specifically and explicitly detailed within the Statement of Work for the Managed Cloud Service) involved with the Supported Solution at a 4th Line level (for core or inherent software product bugs or issues) on Client's behalf - to raise tickets with vendor then own through to satisfactory conclusion	X		
Responsibility to simulate and quantify any suspected core or inherent software product bugs or issues in a non-live environment to determine that the issues are core or inherent issues needing remedy by software product vendor (if applicable/required)	X		
INFORMATION AND DATA SECURITY			
Responsibility for authoring, managing, owning and maintaining all documentation, processes and policies relating to Information Security - including Major Incident Management policies and processes relating to Information Security breaches, unauthorized access or loss of integrity of data (potential or actual)	X		

6.10 Ownership/Governorship of System Accounts

6.10.1   As the primary support provider, PEL will retain exclusive ownership of the Maximo admin accounts and their passwords, being:
- maxadmin
- mxintadm
- maxreg

6.10.2   PEL will also retain exclusive ownership of all system accounts for middleware and database applications and platforms (ie, IBM WebSphere wasadmin and IBM DB2 db2admin etc). This is to ensure that no system accounts become locked or unavailable though incorrect use by individual users and for the purposes of auditing system access, as well as for overall security and data integrity purposes.

6.10.3   PEL will enforce (for the period while Client data is within PEL's governorship) that any client users requiring system account levels of permissions use their own individual user accounts and are provisioned with such system account permission levels through the use of security groups.

6.11 Backend Database Access

6.11.1   Client will not be allowed or permitted any back-end database access while Client data is within PEL's control and governorship during the term of the hosted Managed Cloud Service. This is to ensure that accessibility, performance responsiveness, and the integrity and security of the data are maintained.

6.11.2   Methods of data replication which mirror or copy the data out from the Managed Cloud Service to an external database (such as a reporting database for Client use) can be implemented if required as consultancy project works separate to the scope of the Managed Cloud Service, and which would be subject to a separate Statement of Work and funding stream above the Managed Cloud Service fees.

6.12 Flex Pot Account

6.12.1   For any works:

- of an out-of-scope nature to the Support Services (by nature of not being an Incident according to the definition of Incidents within this document, or for any actions indicated as being out of scope for PEL as per the Responsibility Matrix table within this document); or
- for any change or minor enhancement requests of less than five (5) days' effort once estimated (estimate to include all or any testing and deployment time required);

6.12.2   Such items and requests can be funded from a Flex Pot account. Such an account is not mandatory to the operation or procurement of a Managed Cloud Service.

6.12.3   To open and operate a Flex Pot account (if required), Client will submit a call-off purchase order to PEL for an amount which is not invoiced immediately but is retained within the Flex Pot account to be drawn-down from on a monthly billing cycle as and when out-of-scope support works are requested on PEL by Client.

6.12.4   Once fully consumed, the Flex Pot account can be replenished by a further purchase order, or be left to expire by Client.

6.12.5   The amount of the purchase order to open or replenish/maintain a Flex Pot account is at Client's sole discretion, but PEL suggest an amount to cover 10 days' consultancy per Flex Pot purchase order submitted, based on the ratecard of day rate charges for billable support Flex Pot work detailed in the Statement of Work for the Managed Cloud Service.

6.12.6   Requests for Flex Pot works can be made on the PEL Support service desk as tickets through the usual method. There are no Service Level Targets for responding to non-Incident tickets and any works which may result carry no Service Level Target for works to start or be completed. Client will authorise the resulting mini-SOW which will be produced by PEL in order for the works to be booked-in and scheduled under Flex Pot funding.

6.12.7   The authorisation from Client to proceed with Flex Pot works should come from a pre-agreed member of the Client team which is mutually understood by both parties to have:
- authority to authorise spend from the Flex Pot; and
- authority to request and approve change into the client environment (to act as Client's change authority or act as an authorised representative of Client's own change controls, change advisory board etc).

6.13 Third Party Implementations

6.13.1   In cases where PEL is asked to support (or bring into the Supported Solution as a new addition) an implementation, upgrade or change authored by a third party to both Client and PEL, then PEL reserves the right to undertake a full review process and impact analysis before

acceptance into BAU support. This would be to ensure that any such third-party implementation, upgrade or change did not:

- adversely affect any existing functionality or configuration,
- present any situation where such implementation, upgrade or change could not be supported by PEL within the pre-agreed Service Level Targets within the Service Level Agreement, or
- introduce any major changes to PEL's costs to provide the Support Services.

6.13.2   Any such review process and impact analysis would be out of scope to the Support Services and would need to be funded by the Flex Pot account or similar funding stream to the Managed Cloud Service, and be subject to a separate Statement of Work.

6.13.3   It is advised that all or any such implementation, upgrade or change planned to be executed by a third party is communicated to PEL well in advance so that PEL acting as the primary support provider can provide input, assistance and consultancy.

6.14   Lower Environment Refreshes

6.14.1   The following table shows in which circumstances works to refresh any lower (non-live) environment/s would be covered by the scope of the Support Services or otherwise be out of scope.

Circumstance	In Scope/Outside Scope	Notes
Refresh of any lower (non-Live) environment/s in connection with the delivery of any Change (either small change or major delivery services project works)	Outside Scope (Not Included)	Refreshes to be covered by and be inclusive to the funding method to deliver the Change
Refresh of any lower (non-Live) environment/s in connection with any PEL support team's requirement to test, simulate, quantify or investigate any issue or Incident being worked in Production	In Scope (Inclusive)	PEL support team will carry out the refresh/es, within all processes to liaise with any delivery or projects teams which may currently be utilizing the non-Live/s to ensure correct procedure
Refresh of any lower (non-live) environment/s in connection with request from Client – ie, to refresh the environment in order that staff training can be carried out in that environment with latest Production data – not in connection with any change currently moving through the lower environment/s and not in connection with any support Incident or works	Outside Scope (Not Included)	To be funded by Client from the billable Flex Pot account call-off PO funding

6.15   Exit Schedule

6.15.1   The following details the exit management process and clearly defines which elements are inclusive to the scope of the Support Services and those elements which would be out of scope.

6.15.2   The objective of exit management is to ensure that the service can be transitioned back to the Client or an alternative supplier on termination of the services in a timely, professional and safe manner, ensuring at all times that the quality of the services is not compromised.

6.15.3   These exit principles are agreed between the parties with a key condition being the spirit of cooperation and an orderly transition of service.

6.15.4   Where termination is specifically related to the natural end of the service and where a renewal has not been agreed, then the termination period shall be agreed between the parties no later than six months prior to the end of the contract term and shall not be unreasonably withheld by PEL.

6.15.5   Included within the exit service will be all items deemed in scope. Any items that are deemed to be out of scope will be subject to additional charges on a time and materials basis which will be detailed for Client in a separate Statement of Work above and beyond the Managed Cloud Service and subject to a separate funding stream above and beyond the Managed Cloud Service fees.

Elements of Exit Management within Scope of the Support Services

Idx	Service Element	In Scope/Outside Scope
IS1	Continue to provide support as contracted until handing over to the incoming supplier, who will take over primary support at which point PEL will act in a consultant capacity for the remainder of the exit period.	In Scope (Inclusive)
IS2	Provide the Exit Plan which will include, detail and catalogue all business processes, work instructions, work procedures, equipment, materials, third party contracts (if applicable) and tools used to provide the affected services.	In Scope (Inclusive)
IS3	Provide a complete and up-to-date, electronic copy of the Operational Support Guide (if applicable) and applicable business processes, work instructions and work procedures	In Scope (Inclusive)
IS4	Provide an up to date version of all support documents as outlined in the document schedule	In Scope (Inclusive)
IS5	Create and provide copies of the Client data related to the services	In Scope (Inclusive)
IS6	Provide the current codebase to the Supported Solution from the sole centralized software repository (if applicable and if PEL hold and affect governorship over the sole centralized software repository)	In Scope (Inclusive)
IS7	Provide technical documentation for all or any software tooling or toolset/s used by PEL to provide the support services. Please note: any software tooling or toolset/s used by PEL to aid delivery of the services developed by PEL where PEL owns sole ownership of the intellectual property for such will not be provided to Client upon exit nor any license or rights to use such software tooling (unless this is secured by Client through alternative commercial agreement/s with PEL). Please note: any third-party developed or marketed software tooling employed by PEL to aid delivery of the services for which PEL holds commercial license to use such software with the software vendors of such product will not be provided to Client nor any license to use such be transferable from PEL to Client in any way upon exit.	In Scope (Inclusive)
IS8	Provide the updated detail of the support team roster with roles and responsibilities	In Scope (Inclusive)
IS9	Transfer account details including all system accounts (users and passwords) to Client and transfer the	In Scope (Inclusive)

	governorship of same	
IS10	Return to or dispose any material, relating to all Client intellectual property and confidential information held by PEL in the course of or to aid delivery of the services	In Scope (Inclusive)
IS11	Provide to Client all completed or partially-completed deliverables which have not yet been provided as at termination	In Scope (Inclusive)
IS12	Provide any training materials relating to the Supported Solution in PEL's ownership	In Scope (Inclusive)
IS13	Answer all reasonable questions from Client or any successor supplier regarding the general nature of the services and the Supported Solution	In Scope (Inclusive)
IS14	Assist Client or any successor supplier in the execution of any parallel operation involving the performance of the services at the same time as the replacement services up until the point of termination	In Scope (Inclusive)

Elements of Exit Management Outside the Scope of the Support Services

Idx	Service Element	In Scope/Outside Scope
OS1	Develop, author and agree a detailed Exit Plan with timings	Out of Scope (Not Included)
OS2	Perform all or any consulting services or project management services to assist in implementing the Exit Plan	Out of Scope (Not Included)
OS3	Train (or perform training services) or engage in any knowledge transfer work (including its planning or preparation) for any personnel designated by Client or any successor supplier in the use of any business processes, work instructions, elements of technical knowledge or understanding; or any equipment, software, systems, materials or tools	Out of Scope (Not Included)

7. Managed Cloud Services – Public Cloud Hosting

7.1 The Hosted Solution

7.1.1 For the purposes of this section, the "Hosted Solution" is:

All environments, software, hardware, infrastructure, programmes, solutions, licenses and products of whatever nature provided under the Managed Cloud Service for which PEL are the responsible and accountable Support Provider as defined within the scope and matrix of service and support responsibilities detailed and set out within the Statement of Work relating to the Managed Cloud Service.

7.1.2 The Hosted Solution will be hosted by PEL on behalf of Client using and within a Public Cloud platform. This could platform could be:

- The Amazon Web Services (AWS) platform;
- The Microsoft Azure web platform; or
- The IBM Cloud web platform

(Depending on any Client preference or regulatory or organisational need, or at PEL's discretion otherwise).

Acceptable Use Policy

7.1.3 Depending on the Public Cloud platform chosen or mutually agreed between the parties or stipulated within the Statement of Work for the Managed Cloud Service, Client agrees to abide by the corresponding acceptable use policy of the chosen Public Cloud platform vendor while consuming the PEL Hosted Solution as a service, examples of which are shown in the table below for illustrative purposes only. Where the acceptable use policy for each Public Cloud platform vendor in the table below is superseded by or different to the acceptable use policy on that Public Cloud platform vendor's own website, then the policy on the Public Cloud platform vendor's own website will take precedence:

Public Cloud Vendor	Acceptable Use Policy
The Amazon Web Services (AWS) platform	https://aws.amazon.com/aup/
The Microsoft Azure web platform	https://www.microsoft.com/en-us/legal/terms-of-use
The IBM Cloud web platform	https://www.ibm.com/services/us/imc/html/aup1.html

7.2 Managed Cloud Service Contract Terms – Public Cloud Hosting

7.2.1 Contract term: The term and duration of the contract will be stated clearly in the Statement of Work for the Managed Cloud Service.

7.2.2 Contract extension: The option to renew a Managed Cloud Service contract at specific or guaranteed rates, if applicable, will be stated clearly in the Statement of Work for the Managed Cloud Service.

7.2.3 Contract payment schedule: the annual payment schedule for the Managed Cloud Service contract, including required deposit and upfront purchase order cover, will be stated clearly in the Statement of Work for the Managed Cloud Service.

7.3 Contract Cancellation/Termination of Managed Cloud Services – Public Cloud Hosting

7.3.1 Contract cancellation: in the event that Client utilises the right to cancel the Managed Service contract for convenience before contractual term end, where PEL is not in breach or default of the contract terms within this MSA, the following clauses will apply:

7.3.1.1 Thirty (30) days written notice shall be served on PEL from Client of intent to cancel Managed Cloud Service contract;

7.3.1.2 Termination of agreement for convenience by Client before expiry of agreed term on Managed Cloud Service contracts will be subject to cancellation fees to recover costs on PEL's part expended by PEL at the outset of the agreement, to cover such initial expenses outlaid by PEL such as for licensing and software purchases. Such cancellation fees will equal the total remaining Managed Cloud Service fees outstanding at point of termination for the entire duration of the contracted term.

7.3.1.3 Any specific or individual terms relating to early cancellation for convenience within a Statement of Work for a Managed Cloud Service will take precedence over these default cancellation terms herein.

7.4 Payments and Charges Relating to Managed Cloud Services – Public Cloud Hosting

7.4.1 PEL shall levy the charges (by the submission of invoices) in respect of the Managed Cloud Service annually in advance.

7.4.2 Each invoice shall contain the elements of fees as specified within the Statement of Work for the Managed Cloud Service. Client hereby agrees to pay the charges levied within thirty (30) days of receipt of invoice.

7.4.3 PEL reserves the right to charge Client interest in respect of the late payment of any sums due under this agreement (as well after as before judgement) at the maximum rate permitted by law from the due date thereof until payment.

7.4.4 Should Client have any query over the contents of any invoice issued by PEL, Client shall notify PEL within seven (7) days of the date of issue of the relevant invoice, failing which Client shall be deemed to accept such invoice as conclusive evidence of the performance of the Managed Cloud Service as specified therein.

7.5 Managed Cloud Service Hosted Estate Architecture – Production and Non-live

7.5.1 The Hosted Solution will include provision of the following environments:
- 1x (one) Production environment
- 1x (one) Non-live environment

7.5.2 The Production environment will be available for Client use 24x7x365 and will be covered by the Service Level Targets for Incident response and resolution as per Section 6.

7.5.3 The Non-live environment will be available as required by Client and may not be available for Client use 24x7x365. The Non-live environment is not covered by the Service Level Targets for Incident response and resolution as per Section 6.

7.5.4 If the Non-live environment is not running or available at any time for Client use, Client will raise a service request ticket on the PEL support helpdesk to request for the Non-live environment to be made active. Any such request should be made in advance to factor for a maximum five (5) working days for the PEL support helpdesk to re-activate the Non-live environment. Requests for re-activation of the Non-live environment can be made for periods of 5 (five) days through to 31 (thirty-one) days in any single service request but no single service request can be made for any period longer than 31 (thirty-one) days. Any Client need for periods of the Non-live environment to be guaranteed as being available for Client use longer than 31 (thirty-one) days need to be made in multiple service requests.

7.5.5   Client should not assume that the Non-live environment will be running or available at any time for Client use unless Client has submitted a service request for re-activation which is currently within validity.

7.5.6   The Non-live environment may be running or available at any time if the PEL support helpdesk need access or use of it in order to diagnose or work any Incidents. If this is the case, then the Non-live environment will also be available for Client use.

7.5.7   The Non-live environment may be running or available at any time if the PEL project implementation services team has current requirement for it as part of a services delivery project currently underway (such as for the purpose of User Acceptance Testing). If this is the case, then the Non-live environment will also be available for Client use but any such Client use may need to be coordinated with the PEL project implementation services team for purposes such as to eliminate interference with scheduled testing cycles.

7.6   Managed Cloud Service Hosted Estate Architecture – Additional Non-live Environments

7.6.1   Any additional Non-live environments required at any time are not covered by the scope of the Managed Cloud Service and require an additional funding stream above and beyond the Managed Cloud Service fees.

7.6.2   Any such additional Non-live environments will usually be required for the delivery of change programs to the Hosted Solution and if any such change programs are being delivered by PEL for Client then any such additional environments will be scoped, funded under and included within the fees and charges to Client for the delivery of such change programs, which will be an additional funding stream above and beyond the Managed Cloud Service fees.

7.6.3   Any such additional Non-live environments required solely for Client use or solely at Client request for any purpose will be subject to an additional funding stream above and beyond the Managed Cloud Service fees and the Statement of Work detailing the Managed Cloud Service should include a ratecard with the monthly fee for PEL's hosting of any additional Non-live environments solely at Client request – if this is not the case, then such ratecard can be provided to Client by PEL upon request.

7.6.4   Any such additional Non-live environment/s provisioned under a monthly ratecard require Client to raise a service request ticket on the PEL support helpdesk to request for the additional Non-live environment to be created or made active. Any such request should be made in advance to factor for a maximum five (5) working days for the PEL support helpdesk to create or make active the additional Non-live environment/s. Any such service request should also be accompanied by and should reference a purchase order for the amount of fees

required to host the additional Non-live environment/s for the period requested based on the pre-determined ratecard.

7.6.5   Any such additional Non-live environment/s provisioned under a monthly ratecard will be charged in full calendar month blocks. The hosting will begin at either the commencement of the next calendar month from date of Client request, or the commencement of a specific calendar month requested by Client within the service request. Requests to begin hosting within a maximum five (5) working days for the PEL support helpdesk to create or make active the additional Non-live environment/s before the start of the next calendar month will result in the hosting being subject to this lead time if required before commencement of the hosting.

7.7   Managed Cloud Service Hosted Estate Architecture – Technical Specification

7.7.1   The Hosted Solution for Client under the Managed Cloud Service will be provisioned within public cloud.

7.7.2   Unless by special arrangement or design (to be detailed within the Statement of Work for the Managed Cloud Service), the clusters and underlying platforms on which the Hosted Solution operates will be utilised for a shared client base and not be infrastructure dedicated solely to Client.

7.7.3   Unless by special arrangement or design (to be detailed within the Statement of Work for the Managed Cloud Service), the hosted architecture will comprise of 1x (one) Production cluster (to contain the Production environment) and 1x (one) Non-live cluster (to contain all or any Non-live environments).

7.7.4   Unless by special arrangement or design (to be detailed within the Statement of Work for the Managed Cloud Service), the Non-live environment/s may not be an exact mirror of the specification of the Production environment, may not be architected for high availability or the same level of high availability, and may not involve as many Availability Zones within its architecture.

7.7.5   Unless by special arrangement or design (to be detailed within the Statement of Work for the Managed Cloud Service), the database platform used for the Hosted Solution will be IBM DB2.

7.8   Software Licensing – PEL-Leased Licensing

7.8.1   Any user licensing offered by PEL for Client use as an inclusive element of any Managed Cloud Service (detailed within the accompanying Statement of Work if applicable) will be of type

Embedded Solution Agreement licensing ('ESA'). ESA licensing remains the property of PEL and is leased to Client for the contract term period of the Managed Cloud Service agreement. Client has no rights of ownership to any leased licensing provided by PEL during either the term of the Managed Cloud Service contract or subsequently.

7.8.2   Any vendor audits relating to licensing (including auditing of license entitlement against usage and type and number of license/s against specific usage cases) which has been leased for Client use by PEL for the term of a Managed Cloud Service will be the responsibility of PEL to undertake and complete with the vendor.

7.9   Software Licensing – Client-Provided Licensing

7.9.1   If any Managed Cloud Service involves the use of BYOL (Bring Your Own Licensing) wherein Client utilises licensing under their ownership in connection with a PEL Managed Cloud Service, then this will be detailed explicitly within the Statement of Work for the Managed Cloud Service and indicated clearly within that document's responsibility matrix. In such agreement, Client accepts the responsibility to ensure that the licensing being supplied for all or any software product components indicated allows for complete licensing compliance to the formal satisfaction of each software product vendor. Such obligation involves that Client is fully aware and understanding of the type, version, configuration, usage and exact application of each of the software product components within the Hosted Solution: including any extra modules or bolt-on elements of functionality which may facilitate any form of additional or higher level of license which may be in use within the Hosted Solution.

7.9.2   If any Managed Cloud Service involves the use of BYOL (Bring Your Own Licensing) wherein Client utilises licensing under their ownership in connection with a PEL Managed Cloud Service, then Client accepts the responsibility to carry out all or any renewals on such licensing as appropriate or necessary in order to keep such licensing valid and within vendor support for the entire term of the Managed Cloud Service.

7.9.3   If any Managed Cloud Service involves the use of BYOL (Bring Your Own Licensing) wherein Client utilises licensing under their ownership in connection with a PEL Managed Cloud Service, then Client accepts the responsibility to participate in any software licensing audits initiated by any software product vendor (including auditing of license entitlement against usage and type and number of license/s against specific usage cases), and to act as primary respondent to such audit. Any work required by PEL in connection with any such vendor licensing audit where the licensing being audited is BYOL (Bring Your Own Licensing) is out of scope to the support responsibilities and would be dealt with as billable consultancy under

the call-off flex pot account or similar method of funding above and beyond the Managed Cloud Service fees.

7.10 Software Licensing – Toolset Licensing

7.10.1 All or any software licensing relating to the use of software tool applications or products which PEL employ in order provide the Managed Cloud Service (such as monitoring or alerting tools or security and access control auditing tools) will be the sole responsibility of PEL to procure and fund.

7.10.2 All or any software tool applications or products employed by PEL in order to deliver (or assist in delivering) the Managed Cloud Service will be chosen and procured at the sole discretion of PEL. If Client requires or requests the use of any certain or specific software tool applications or products for any reason (such as for regulatory compliance) to be used by PEL in the delivery of the Managed Cloud Service – either in place of similar tools of similar functionality already in place and functional, or as completely new tools for any new purpose not already in place or functional within PEL's existing toolset - then Client will be responsible for all or any licensing fees for such explicitly required or requested software tool applications or products. In such circumstances also, all responsibility and accountability for responding to any vendor audits on all or any software licensing which may occur; and all responsibility and accountability for ensuring that the licensing type procured adequately covers the type, version, configuration, usage and exact application of the software by PEL (including all elements, modules and bolt-ons) would be Client's.

7.10.3 Client may request that PEL support operatives involved in the provision of the Managed Cloud Service use Client's own IT Service Management (ITSM) ticketing tool, on the grounds that all support and ticketing information for both parties would be consolidated and the need for integrations between two ticketing systems is negated. Following formal and recorded mutual consent of both parties this will be agreed, providing that the IT Service Management (ITSM) ticketing tool used by Client is an industry-standard tool with industry-standard functionality which would present no substantial barriers to PEL's usage of it for purposes of administering the support for the Managed Cloud Service, nor bring the need for any specialist or specific training.

7.11 Managed Cloud Service Hosted Estate Maintenance – Application Layer

7.11.1   PEL will patch and update the application layer components within the scope table below marked as 'In Scope (Inclusive)' as an inclusive element to the Managed Cloud Service and its fees in order to keep these within vendor-supported versions and in response to any security releases which require patching or updating.

7.11.2   Application Layer Components marked as 'Out of Scope (Not Included)' within the scope table below are outside the scope of the Managed Cloud Service and would require separate project delivery services and an additional funding stream above and beyond the Managed Cloud Service fees in order to be applied by PEL. The primary concept behind which upgrade types are inclusive to the Managed Cloud Service and its fees or otherwise is that all or any upgrade types which are required to keep the software versions within vendor support and able to be supported by the vendor in the occurrence of core or inherent bugs or issues (iFixes and Hotfixes) are deemed to be within the remit of a managed hosting service, whereby all or any upgrade types which are required only for the purposes of adding new features and functionality or functionality enhancements are deemed to be outside the remit of a managed hosting service and would be subject to separate services delivery implementation works and a separate Statement of Work and funding cover.

7.11.3   Security patches or updates (within scope) will be carried out at the sole discretion of PEL acting as Service Provider and PEL accepts responsibility for reviewing all or any security patches released from all or any vendors of the software products comprising the Hosted Solution at any time, assessing these against criticality and severity, and applying as and when required.

Application/Platform	Upgrade Type	Description	In Scope/Outside Scope
IBM Maximo Application Suite Core/IBM Maximo Manage	Hotfix	Fix package released by software vendor to fix a specific core issue experienced the Supported Solution and needing to be fixed explicitly within the Supported Solution	In Scope (Inclusive)
IBM Maximo Application Suite Core/IBM Maximo Manage	iFix (Continuous Delivery Release Package)	Fix package (culmination of hotfixes and other bug fixes) which may be required or have a beneficial impact to the Supported Solution but which are not needed for the Maximo Manage version to remain within vendor support	In Scope (Inclusive): to a maximum of four (4) per annum as/if required
IBM Maximo Application Suite Core/IBM Maximo Manage	Long-Term Support Release (LTSR)	Continuous Delivery Release Package which is selected by IBM to be supported through an extended period of time as a Long Term Support Release. PEL will apply any such new LTSR once the existing LTSR is due to expire as an inclusive element of the Managed Cloud Service, to constantly maintain that the version of Maximo Manage is always within vendor support	Out of Scope (Not Included)
IBM Maximo Application Suite Core/IBM Maximo Manage	Major Version Release	Major version release to bring new features and new functionality or enhancements	Out of Scope (Not Included)
IBM Maximo Application Suite Core/IBM Maximo Manage	Featurepack	Major version release to bring new features and new functionality or enhancements	Out of Scope (Not Included)
IBM Websphere	Minor Version Release	Minor version (usually released quarterly) to provide security and bug fixes	In Scope (Inclusive)

IBM Websphere	Major Version Release	Major version release to bring new features and new functionality or enhancements	Out of Scope (Not Included)
IBM DB2	Minor Version Release	Minor version (usually released quarterly) to provide security and bug fixes	In Scope (Inclusive)
IBM DB2	Major Version Release	Major version release to bring new features and new functionality or enhancements	Out of Scope (Not Included)
Red Hat Openshift OCP	Minor Version Release	Minor version (usually released three to four times a year) to provide security and bug fixes	In Scope (Inclusive)
Red Hat Openshift OCP	Major Version Release	Major version release to bring new features and new functionality or enhancements	Out of Scope (Not Included)

Application of Updates, Patches and Upgrades –Application Layer

7.11.4   When an update, patch or upgrade is required to be applied in order for PEL to fulfil its remit within the scope of the Managed Cloud Service, then Client will be informed of such through formal notification by email to the pre-determined Client service owners on PEL's records (which will be reviewed with Client from time to time at Service Review). This notification will include the application dates for both the Non-live and then the Production environment to follow, and give the time/s and date/s for any associated Production service outage/downtime in order that Client can plan.

7.11.5   Unless indicated otherwise within the formal notification due to any special circumstances, the periods between the application to Non-live and then Production shall follow the periods in the table below:

	Non-Critical Security Patch/Update	Critical Security Patch/Update[1]
Applied to Non-live	As notified	As notified
Applied to Production	Around one calendar month from Non-live application	Around one calendar week from Non-Live application
[1] Critical Security Patch Updates are defined as any update required to be applied to patch a security vulnerability scored as 9.0 to 10.0 by the software product vendor using the severity levels within the CVSS (Common Vulnerability Scoring System) v3.0 specification		

7.11.6   Once the update, patch or upgrade is applied to Non-live, PEL will undertake levels of testing commensurate with ensuring the continued running of the software applications and underlying supporting platforms following the change – this is usually referred to as 'smoke testing' or 'build verification testing' and verifies only that the most important functionality is working (such as the platforms and database and virtual machines are still running and working), without covering every permutation or edge case or elements of functionality or business use of the Hosted Solution.

7.11.7   Once the update, patch or upgrade is applied to Non-live, Client will undertake any required amounts of testing in order to determine whether any business processes have been adversely affected by the change – this is usually referred to as 'regression testing' and verifies that the change does not impact the existing functionality of the Hosted Solution or any business processes for which the Hosted Solution is used for. This regression testing can be manual testing in accordance with manual test plans, or this could be automated testing in accordance with automated test plans. All regression testing and associated regression test plans are the responsibility of Client to own, manage and change as and if required.

7.11.8   If any issues are found during either the smoke testing or regression testing carried out following the application of any update, patch or upgrade to Non-live and which are identified to be core or inherent bugs or issues introduced by the software vendor within the update, patch or upgrade which has adversely affected any elements of functionality or business process from the standard vanilla Out Of Box (OOB) functionality of the software product (defined as core or inherent bugs or issues which would affect any user anywhere of the standard vanilla Out Of Box (OOB) software product without any changed, customised or configured elements applied), then PEL will raise a ticket and case with the software vendor and work on Client's behalf (as an inclusive element to the Managed Cloud Service) to report such core or inherent bugs or issues as needing to be resolved by the vendor. If this is the case, PEL may raise a concession to the timing of the planned application of the update, patch or upgrade to the Production environment (at PEL's sole discretion).

7.11.9   If any issues are found during either the smoke testing or regression testing carried out following the application of any update, patch or upgrade to Non-live and which are identified to be issues with specific elements of the Client hosted solution which have been changed, customised or configured above and beyond the standard vanilla Out Of Box (OOB) software product (defined as issues which would not affect any other user anywhere other than Client due to the root causal factor of the issue being a change made previously to Client's Hosted Solution specifically), then it is unlikely that the software vendor will accept any case or tickets for resolution. In such cases, it is likely that PEL will need to provide services delivery implementation works in order to affect change to the elements of the Hosted Solution being affected by the update, patch or upgrade to work-around or make such elements still functional to business need whilst able to exist alongside the update, patch or upgrade. Any such services delivery implementation works would be out of scope to the Managed Cloud Service and would need to be funded under separate cover than the Managed Cloud Service fees, such as the Flex Pot call-off account pot or similar external funding streams. If this is the case, PEL may raise a concession to the timing of the planned application of the update, patch or upgrade to the Production environment (at PEL's sole discretion).

7.11.10   Although PEL will review and assess any representation from Client about requests for patching concessions against necessary patches or the timing of the application of any update, patch or upgrade planned to be applied to either Non-live or Production, PEL cannot guarantee compliance with any such request and all or any concessions made to the timing of updates, patches or upgrades from the planned timescales will be made at PEL's sole discretion only.

7.11.11   Clients which consume a Managed Cloud Service from PEL based on dedicated clustered architecture (where the Hosted Solution is built on underlying infrastructure which does not involve the sharing of any component, platform or shared service with any other clients) may have greater ability to request and be granted concessions relating to requests for patching concessions against necessary patches or the timing of the application of any update, patch or upgrade planned to be applied to either Non-live or Production. However, this may not apply in the case of critical severity security patches as defined within the table above, and this may not apply against repeated concession requests from clients which may cause versions of any software component to lapse out of vendor support or cause product obsolescence. All or any concessions made to the timing of updates, patches or upgrades from the planned timescales will be made at PEL's sole discretion only.

7.12 Application of Updates, Patches and Upgrades –Infrastructural Layer

7.12.1   PEL will apply patches to the underlying server and containerisation platforms on which the Application Layer operates at regular patching intervals. Such patching at an infrastructural level and layer carries much less chance of affecting business processes or the functionality of the software applications. This maintenance will be carried out (as an inclusive element to the Managed Cloud Service) in accordance with the following table:

Maintenance	Expected Frequency	Outage Time	Notice to Client	Communication Method
General Infrastructure related: patching of server OS, DB platform, middleware, containerization	No more than monthly unless urgent vulnerability patching required	Up to 4 Hrs to be undertaken outside 'Service Hours'; exact window to be communicated in advance	Minimum 7 Working Days (56 'Service Hours')	To Client's pre-determined list of service owners
Critical vulnerability patching (for CVSS 9.0 to 10.0 critical severity vulnerabilities)	As and when identified in vulnerability scanning	Up to 4 Hrs to be undertaken outside 'Service Hours'; exact window to be communicated in advance	Minimum 1 Working Day (8 'Service Hours')	To Client's pre-determined list of service owners
Server reboots (planned as	No more than monthly but	Up to 2 Hrs to be	Minimum 7 Working	To Client's pre-determined

part of preventative maintenance schedule)	only as and when required	undertaken outside 'Service Hours'; exact window to be communicated in advance	Days (56 'Service Hours')	list of service owners
Failover / Disaster Recovery Testing	Annually	Up to 16 Hrs to be undertaken outside 'Service Hours'; exact window to be communicated in advance	Minimum 20 Working Days (160 'Service Hours', or 4 calendar weeks)	To Client's pre-determined list of service owners
Server OS / DB platform / middleware upgrade	No more than 18-monthly but as and when required	Up to 14 Hrs to be undertaken outside 'Service Hours'; exact window to be communicated in advance	Minimum 7 Working Days (56 'Service Hours')	To Client's pre-determined list of service owners

7.13 Disaster Recovery and Testing

7.13.1   PEL will own, manage, maintain and update where necessary the Disaster Recovery plan document in relation to the Managed Cloud Service. The Disaster Recovery plan document should detail all identified potential failure scenarios together with action plans for each of their resolutions. Resolution plans are to be architected as 'ladders' with 'rungs' being the actions to be carried out in order of least difficulty/complexity and with least impact to Hosted Solution restoration or potential data loss.

7.13.2   Disaster Recovery plans may detail potential failure scenarios and associated test plans such as (for indicative purposes and not limited to):
- Database failure and HADR failover test (if applicable)
- Database failure and restore from backup test
- Application server/worker node failure and failover/recovery test
- Middleware platform failure and failover/recovery test
- Availability zone loss and recovery test

7.13.3   PEL will manage the annual testing of the Disaster Recovery plan. Such testing will involve the authoring of a test plan prior to the testing which will detail the scope of the test to be carried out together with pass/fail criteria under which the success or failure of specific elements of the testing (and the test overall) can be determined against. The RTO (Recovery Time Objective) and RPO (Recovery Period Objective) agreed within the Statement of Work for the Managed Cloud Service will be the primary pass/fail criteria, and the testing should seek to evidence that the Service Level Targets for these can be met in the testing of simulated disaster. The Disaster Recovery test plan will also include the roster for the personnel/roles required on both the PEL side and the Client side (if required), the date/s and time/s of the test, and an agenda/schedule for the order in which any component parts of the test are to be

carried out with estimated start and completion times for each. Unless mutually agreed otherwise or under special circumstances, the Disaster Recovery test plan will be released to Client 4 (four) calendar weeks in advance of the test date so Client can prepare for the outage to the Hosted Solution and notify internally.

7.13.4 Following the Disaster Recovery testing, a results report will be released to Client showing the results of the test against the pre-determined pass/fail criteria, and all remediation actions for any failed elements of the testing with timescales to be actioned by. Unless mutually agreed otherwise or under special circumstances, the Disaster Recovery results report will be released to Client no later than 5 (five) business days following the end point of the Disaster Recovery test.

7.14 Vulnerability Scanning and Remediation

7.14.1 PEL will manage, administer and execute a regime of vulnerability scanning against the entirety of the Hosted Solution estate on a monthly frequency.

7.14.2 PEL will also monitor all security bulletins released from all or any software vendors relating to the software application components which make up the Hosted Solution on an ongoing and constant basis.

7.14.3 Critical severity vulnerabilities (defined as any security vulnerability scored as 9.0 to 10.0 by the software product vendor using the severity levels within the CVSS - Common Vulnerability Scoring System - v3.0 specification) will be handled as a matter of urgency and the client will be notified immediately if any critical severity vulnerabilities affect any of the software product components of the Hosted Solution. Resolution plans to mitigate or remediate any such critical severity vulnerabilities will be made and executed with expediency.

7.14.4 Remediation actions required resulting from the vulnerability scanning will be recorded and assigned for actioning.

7.14.5 Vulnerability scanning and associated remediation actions will be reported on during Service Reviews.

7.15 Monitoring and Alerting

7.15.1 PEL will manage, administer and maintain a regime of monitoring and alerting using the software tool/s selected for purpose at PEL's sole discretion.

7.15.2   PEL's technical specialists will define the regime of monitors and alerts, which may involve such factors as (for indicative purposes and not limited to):

- Continuous monitoring of the uptime and availability of the Hosted Solution URL for Client access and use
- Continuous monitoring of the availability of the database to the Application Layer
- Continuous monitoring of interfaces (availability of endpoints) and message tracking – if applicable
- Continuous monitoring of JVM uptime and availability
- Continuous monitoring of compute resources (CPU/RAM/disk) to thresholds

7.15.3   The monitoring and alerting regime will be subject to Continual Service Improvement if the need for any new monitors or alerts becomes identified during the period of the Managed Cloud Service and if PEL deem it beneficial to the delivery of the service to add to or amend any of the monitors and/or alerts within the regime.

7.16 Penetration Testing

7.16.1   PEL will manage and facilitate penetration testing on an annual basis against all external IPs and interfaces which the Managed Cloud Service utilises (subject to scope definition).

7.16.2   Penetration testing will be carried out by an independent third party agency/contractor selected at PEL's sole discretion.

7.16.3   The results of penetration testing and any or all associated resulting remediations will be transparent to Client and kept internal to PEL's own continuing improvement of service provision to Client, as befits the nature of the information.

7.17 SSL Certificate and Secret Key Management and Tracking

7.17.1   For all or any components of the Hosted Solution for which PEL holds remit to support and maintain under scope as defined within the Statement of Work for the Managed Cloud Service, PEL will (i) own and manage all tracking processes to ensure that all SSL certificates/secret keys are replaced or renewed before their expiry; and (ii) carry out the replacement of the old SSL certificate/secret key with the new in any keystore within PEL's responsibility to support and maintain under the defined scope of the Managed Cloud Service.

7.17.2   It will not be PEL's responsibility to track or monitor expiry dates on any other service provider's behalf for any SSL certificates/secret keys in any keystores which are outside PEL's

responsibility to support and maintain under the defined scope of the Managed Cloud Service, unless expressly indicated within the Statement of Work for the Managed Cloud Service and the Responsibility Matrix table therein.

7.17.3   If any such SSL certificates/secret keys need to be generated by any other party to PEL for any reason, then PEL have the responsibility to request the generation of new or renewed SSL certificates/secret keys from any such external party with adequate advance notice in order that any such certificates or keys can be generated to a period of thirty (30) days in advance of the certificate/secret key expiry.

7.18 Database and User Number Growth

Database Growth

7.18.1   The fees for the Managed Cloud Service include for a planned database size (on disk) growth of 20% year-on-year.

7.18.2   If the database growth of size (on disk) exceeds this planned year-on-year growth by a higher amount then PEL reserves the right to discuss with Client either of the following two options:

- A data-purging, archiving or truncation piece of project services delivery work based on agreed criteria such as closed or completed workorders, records of specific types from specific tables which are over a certain age etc. This would be a separate piece of project services delivery work above and beyond the Managed Cloud Service covered by separate Statement of Work and separate funding stream such as the Flex Pot account or similar.

- Any kind of additional Managed Cloud Service fee adjustment agreed within an addendum to the Managed Cloud Service Statement of Work (or change note, or similar) to compensate for any higher costs on PEL's part arising from higher public cloud costs resulting directly from the growth of Client's database size (on disk) above the planned increase year-on-year.

User Number Growth

7.18.3   User numbers are expected to rise naturally from those initially baselined at inception through natural growth. However if the user numbers rise substantially (through either natural system uptake of new users, or from larger planned new sites coming online or business acquisitions etc) then PEL reserves the right to discuss with Client any kind of additional Managed Cloud Service fee adjustment agreed within an addendum to the

Managed Cloud Service Statement of Work (or change note, or similar) to compensate for any higher public cloud costs on PEL's part arising from factors as bandwidth or IOPs throughput etc which can be directly attributable to higher user number uptake. Factors of higher user number uptake can be quantified by:

- Either a 65% increase in concurrent user count at peak times (defined as 08:00 to 10:00 and 15:00 to 17:00) from initial baselined numbers at Managed Cloud Service inception, or
- A 65% increase in the total named active users within the Production Maximo system from initial baselined numbers at Managed Cloud Service inception.

7.19 Public Cloud Hosting – Responsibility Matrix

7.19.1 The following matrix table shows the responsibilities and accountabilities of PEL with respect to Managed Cloud Services hosted by PEL within Public Cloud.

7.19.2 Where the responsibility column is 'Client Responsibility' this includes Client as a party as well as involving any other third parties or contracted entities – for example, this column may involve any third-party outsourced IT services provider contracted or employed by Client which PEL would need to interact with for the delivery of the services. It is not within PEL's agency to define roles, responsibilities or accountabilities outside those held by PEL themselves therefore the 'Client Responsibility' column should read as all other parties involved in the overall service to Client other than PEL.

Service Line Description	PEL Fixed Fee Core Support	PEL Time and Materials Flex Pot Account	Client Responsibility (including any other contracted Third Party)
INFRASTRUCTURE AND HOSTING – INFRASTRUCTURE LAYER			
Cloud hosting services of the Supported Solution including all or any public cloud Infrastructure, appliances, compute resource, DNS resources, internet gateways, load balancers, firewalls, SSL certificates etc or cloud vendor services	X		

Service Line Description	PEL Fixed Fee Core Support	PEL Time and Materials Flex Pot Account	Client Responsibility (including any other contracted Third Party)
Support for Incidents which threaten business continuity of the Supported Solution with root causal factors in infrastructure, server OS or public cloud layer – includes initial diagnosis and triage, simulation and quantification (if applicable), and working through to remedy/resolution	X		
Responsibility and accountability of the Supported Solution availability/uptime for Client end users (including any reporting of same to Client) – for all factors in the infrastructure, server OS or public cloud layer	X		
Responsibility of monitoring and alerting regime - for all factors and elements within the infrastructure, server OS or public cloud layer – includes initial design then BAU support management onwards of such regime	X		
Responsibility for management of all or any infrastructure compute resource: CPU, RAM, Disk, EBS, SAN etc, and any ongoing tuning, addition of resources, scaling up or down of resources etc: as or if necessary	X		
Responsibility for management of the public cloud vendor web portal and all or any administrative or management functions required to be undertaken within the public cloud vendor web portal	X		
Responsibility for carrying out all or any required vulnerability scanning and identification of necessary associated remedial actions	X		
Responsibility for undertaking any remedial actions identified by vulnerability scanning	X		
Responsibility for the ownership, authoring and onwards management of the Disaster Recovery Plan Standard Operating Procedure (SOP) document	X		
Responsibility for the management and planning of the annual testing of the Disaster Recovery Plan and for carrying out such annual testing	X		
Responsibility for all or any penetration testing (as or if required/requested): includes management, planning and responsibility for execution	X		
Responsibility for all or any remedial actions identified from penetration testing exercises	X		
Responsibility for the ownership, management and tracking processes for the SSL certificate/secret keys, to manage and ensure that all or any SSL certificate/secret keys are replaced or renewed before their expiry date (to avoid major incidents)	X		
Responsibility for the generation of all or any new or renewed SSL certificate/secret keys, to be generated at least 30 days before current SSL certificate/secret keys will expire	X		
Responsibility for the application of all or any new or renewed SSL certificate/secret keys into all or any application components	X		

Service Line Description	PEL Fixed Fee Core Support	PEL Time and Materials Flex Pot Account	Client Responsibility (including any other contracted Third Party)
FTP and/or SFTP and/or SMTP server provision, maintenance, security, management and patching – as and if required	X		
WSUS or equivalent secure upgrade or patch store management facilities server provision, maintenance, security, management and patching – as and if required	X		
DNS server provision, maintenance, security, management and patching – as and if required	X		
MAJOR AND MINOR APPLICATION VERSION UPGRADES			
Responsibility to upgrade IBM Maximo Manage – application of Hotfixes released by vendor to fix a specific core issue experienced by the Supported Solution	X		
Responsibility to upgrade IBM Maximo Manage – application of IFixes which may be required to have a beneficial impact to the Supported Solution but which are not needed for the IBM Maximo Manage version to remain within vendor support – **covered within scope to a maximum of four (4) iFix applications per annum within the support period term**	X (up to and including four (4) per annum)	X (more than four (4) per annum)	
Responsibility to upgrade IBM Maximo Manage – Long Term Support Release (LTSR) packages –releases which are selected by IBM to be supported through an extended period of time as Long Term Support Releases		X	
Responsibility to upgrade IBM Maximo Application Suite – Major version release to bring new features and new functionality or enhancements		X	
Responsibility to upgrade IBM Maximo Application Suite – Featurepack releases to bring new features and new functionality or enhancements		X	
Responsibility to upgrade IBM Websphere – any security or bug fix updates or upgrades as required to keep within vendor support	X		
Responsibility to upgrade IBM Websphere – any major version upgrades to bring new features and new functionality or enhancements		X	
Responsibility to upgrade IBM DB2 – any security or bug fix updates or upgrades as required to keep within vendor support	X		
Responsibility to upgrade IBM DB2 – any major version upgrades to bring new features and new functionality or enhancements		X	
Responsibility to upgrade RedHat Openshift OCP – any security or bug fix updates or upgrades as required to keep within vendor support	X		
Responsibility to upgrade RedHat Openshift OCP – any major version upgrades to bring new features and new functionality or enhancements		X	
Responsibility to support any issues or problems caused to the Supported Solution after all or any updates or upgrades have been applied –all or any work required with software	X		

Service Line Description	PEL Fixed Fee Core Support	PEL Time and Materials Flex Pot Account	Client Responsibility (including any other contracted Third Party)
product vendor to simulate and quantify issues as inherent or core bugs, raising tickets with software product vendor and owning ticket/case through to satisfactory resolution			
Responsibility to support any issues or problems caused to the Supported Solution after all or any updates or upgrades have been applied –all or any work required for PEL to provide consultancy services to write, change or amend code or extend classes with newly-authored code – (if applicable and possible), provide any configuration changes as required through front-end configuration tools such as automation scripts/conditional expressions/the Application Designer tool/the Config DB tool/Maximo domains/object structures etc; to work-around, resolve or negate/mitigate issues or problems introduced by updates or upgrades that require PEL's consultancy to directly affect outside of the vendor support		X	

8.   Addendum A: External Agreements Covered by this Master Services Agreement

Project Number	Title	Version Number	Date Countersigned	Contract Term End Date

9.   Addendum B: Deviations identified against this Master Services Agreement

Project Number	Deviation Subject	MSA Section/Subsection Superseded	External Agreement Section/Subsection Taking Precedence	Notes/Description	Date Entered

10. Acceptance

Accepted on behalf of Peacock Engineering Ltd		Accepted on behalf of	
Name	Mike Knapp	Name	
Title	Director and Consulting Partner	Title	
Email	mike.knapp@peluk.org	Email	
Date		Date	
Signature		Signature	

11. Appendices

11.1 Appendix A: Definition of Defects and Change

11.1.1   For the purposes of this Master Services Agreement, Defects are defined as follows:

- Any component of any services work previously delivered to Client by PEL in respect of the Supported Solution which as delivered does not comply explicitly with the functionality, design or operation recorded and specified within the document mutually agreed beforehand to act as the specification for the services work; or which when applied adversely affects any other element of functionality, design or operation which existed before the deployment of the services work which worked correctly beforehand and which can demonstrably evidenced to no longer operate to its own original specification due solely to the deployment of the services work; or which when applied can be demonstrably evidenced to adversely affect user experience or introduce any slowdown, performance degradation or decreased responsiveness against baselined Performance Management monitoring.

11.1.2   Defects which have been introduced by any other Service Provider other than PEL at any time will not automatically become the responsibility of PEL to resolve under either any Managed Cloud Service contract, the Flex Pot account, or any other funding method unless they have been formally adopted by PEL by means of a formal adopted issues list understood and recognised by both parties. Any Defects which have been introduced by any other Service Provider other than PEL at any time which have not been formally adopted by PEL by means of a formal adopted issues list which are requested by Client to be worked on or resolved by PEL will be handled as Change.

11.1.3   For clarity, the definition of Defects *does not* include the following:

- Any component of any services work requested by Client to be delivered by PEL to the Supported Solution relating to functionality, design or operation which was not explicitly detailed within the document mutually agreed beforehand to act as the specification for the services work; and which could not reasonably have been deemed necessary by a reasonably competent Service Provider or as a result of previous knowledge of any previous Client requirements or system constitution.

11.1.4   For the purposes of this Master Services Agreement, Change is defined as follows:

- Any component of any services work requested by Client to be delivered by PEL to the Supported Solution relating to a change, amendment, enhancement or similar of any functionality, design or operation which has not previously been specified in any document acting as a specification document for works and which therefore is a new request; and which is an addition, modification or removal of anything within the Supported Solution that could have a direct or indirect effect on services.
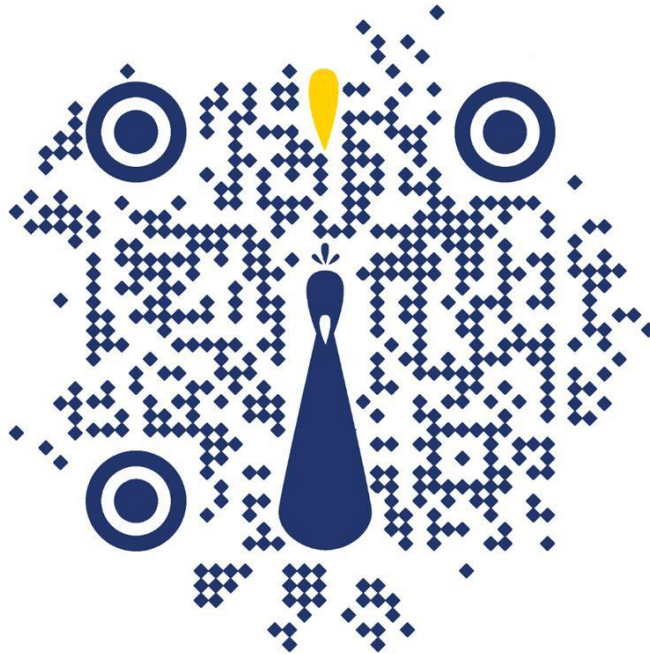
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