

SCHEDULE 2.2
PERFORMANCE LEVELS

Performance Levels

DEFINITIONS

In this Schedule, the following definitions shall apply:

“Availability”	has the meaning given in Paragraphs 1 and 2 of Part II of Annex 1 and “Available” shall be construed accordingly;
“Collaboration Plan”	is the plan for Supplier collaboration requirements as defined within Schedule 13 (Collaboration);
“Data Exchange”	all data exchanges that the Supplier is to provide as part of the Services
“Defect”	(a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria. For the avoidance of doubt, where the same failure of a Deliverable is the root cause of [two] or more Service Incidents within a Service Period then this indicates a Defect in the Deliverable; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
“Electronic Message”	all electronic messaging that the Supplier is to provide as part of the Services including SMS, email and automatic notification;
“End User”	any person authorised by the Authority to use the IT Environment and/or the Services including Internal Users and External Users;
“External User”	any person (other than Internal Users) using the IT Environment and/or the Services for their own purposes which is a purpose for which the IT Environment and/or the Services are provided;
“Internal User”	any person authorised by the Authority to use the IT Environment and/or the Service for any purpose relating to the exercise of the Authority’s (or any other Central Government Body’s) business or function;

“Non-Available”	in relation to the [IT Environment, Live Supplier System, Non-live Supplier System or the Services, that the Live Supplier System, Non-live Supplier System] or the Services are not Available and “Non-Availability” shall be construed accordingly;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.2 of Part B;
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Paragraph 1.5 of Part B;
“Permitted Maintenance Window”	has the meaning set out in Paragraph 4.1(a) of Part A.
“Problem”	the underlying root cause of one or more Service Incidents;
“Problem Resolution Date”	the date agreed by the Authority and the Supplier for the Resolution of a Problem, such date to take account of the time reasonably required by the Supplier to investigate and identify the Problem and then to Resolve the Problem;
“Resolution”	means in relation to a Service Incident either: <ul style="list-style-type: none">(a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Target Performance Levels; or,(b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority. means in relation to a Problem; <ul style="list-style-type: none">(a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Target Performance Levels. and “Resolved” shall be construed accordingly.
“Repeat KPI Failure”	has the meaning given in Paragraph 3.1 of Part A;
“Satisfaction Survey”	has the meaning given in Paragraph 2 of Part III of Annex 1;
“Service Availability”	has the meaning given in Paragraph 2 of Part II of Annex 1;
“Service Downtime”	any period of time during which the Live Supplier System, Non-live Supplier System or Services are not Available; and
“Service Incident”	has the meaning given in Paragraph 5.9 of Part II of Annex 1
“Supplier Help Desk”	the single point of contact help desk set up and operated by the Supplier for the purposes of this Agreement;
“System Response Time”	has the meaning given in Paragraph 3.1 of Part II of Annex 1.

PART A

Performance Indicators and Service Credits

1 PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

2 SERVICE POINTS

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply. For the avoidance of doubt:
- (a) Service Points shall not accrue to the Supplier in respect of a KPI Failure if the failure to achieve the Target Performance Level is caused by the Authority or by another supplier employed by the Authority or by an external factor that is not in any way (in whole or part) related to the Supplier and the failure is not in

any way (in whole or part) caused or contributed to by the Supplier, by any Sub-contractor or by any Supplier Personnel.

- (b) Service Points shall accrue to the Supplier in respect of a KPI Failure if the failure to achieve the Target Performance Level is caused (in whole or part) by assets or services specified by the Supplier in accordance with clause 9.8 not being of a sufficient specification for use in providing the Services and/or for enabling the Services to meet or exceed the Target Performance Level for each Key Performance Indicator (in each case for a reason other than a fault in the IT Assist Infrastructure).

Where the Supplier is able to demonstrate to the Authority's satisfaction, provided that the Authority shall act reasonably in this respect, that a KPI Failure is only partly caused or contributed to by the Supplier (and hence was partly caused or contributed to by the Authority or by another supplier employed by the Authority), the number of Service Points accrued to the Supplier shall be in proportion to the extent to which the Supplier caused or contributed to the KPI Failure, such proportion to be determined by the Authority acting reasonably.

- 2.4 For the avoidance of doubt, whilst the Authority has the right to apply Service Points and Service Credits in respect of a KPI Failure, such right shall not remove or reduce the Authority's rights to other financial remedies in respect of a KPI Failure as set out under Clause 7.3 and Clause 7.4 (Performance Failures).

3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

Repeat KPI Failures

- 3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent (i.e. in any further consecutive Measurement Period) such KPI Failure shall be a "**Repeat KPI Failure**".
 - (a) For the avoidance of doubt, Repeat KPI Failures apply in respect of every individual KPI except for KPI 2A (System Response Time During Operational Hours and any Extended Operational Hours), KPI 2B (System Response Time Outside Operational Hours and any Extended Operational Hours) and KPI 3 (Data Exchanges). Separate Service Points accrue for each and every Repeat KPI Failure. For example, if a KPI Failure occurs in respect of the same Key

Performance Indicator in Measurement Periods 10, 11, 12, 14 and 15, the KPI Failure in Measurement Period 11 is a first Repeat KPI Failure, the KPI Failure in Measurement Period 12 is a second Repeat KPI Failure and the KPI Failure in Measurement Period 15 is a first Repeat KPI Failure (as there was no KPI Failure in Measurement Period 13).

- (b) For the avoidance of doubt, in respect of KPI 6 (Number of Severity 1 Service Incidents) only, a KPI Failure shall only be a Repeat KPI Failure where the root cause of that KPI Failure was also the root cause of a KPI Failure for KPI 6 in the previous Measurement Period.

3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

First Repeat KPI Failure: $SP = P \times 1.5$

Each subsequent Repeat KPI Failure: $SP = P \times 2.0$

where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

Worked example based on the following Service Points regime for Availability¹:

Availability Severity Levels	Service Points
Target Performance Level: Up to 1 hour of Non-Availability	0
Minor KPI Failure: More than 1 hour up to 2 hours of Non-Availability	1
Serious KPI Failure: More than 2 hours up to 3 hours of Non-Availability	2
Severe KPI Failure: More than 3 hours up to 4 hours of Non-Availability	3
KPI Service Threshold: 4 hours of Non-Availability	4

¹ This worked example is indicative and is not intended to represent any of the KPIs in Appendix 1 of this schedule.

Example 1:

If the Supplier System is not Available for 1.5 hours in a given Measurement Period, it will incur a Minor KPI Failure for Availability in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, the Supplier System is not Available for 3.5 hours, it will incur a Severe KPI Failure and accordingly accrue 3 Service Points, but as the failure is a Repeat KPI Failure, this amount is multiplied by 1.5 and so the Supplier will incur 4.5 Service Points for the failure (i.e. $SP = 3 \times 1.5$). If in the next Measurement Period the Supplier System is not Available for 3.5 hours, the Supplier will incur 6 Service Points (i.e. $SP = 3 \times 2$).

Example 2:

If the Supplier System is not Available for 3.5 hours in a given Measurement Period, it will incur a Severe KPI Failure for Availability in that Measurement Period and accordingly accrue 3 Service Points. If, in the next Measurement Period, the Supplier System is not Available for 1.5 hours, it will incur a Minor KPI Failure and accordingly accrue 1 Service Point, but as the failure is a first Repeat KPI Failure, this amount is multiplied by 1.5 and so the Supplier will incur 1.5 Service Points for the failure (i.e. $SP = 1 \times 1.5$). If in the next Measurement Period the Supplier System is not Available for 3.5 hours, the Supplier will incur 6 Service Points (i.e. $SP = 3 \times 2$).

Related KPI Failures

3.3 If and only to the extent that the Supplier's performance in respect of KPI 2 A/B System Response Time, KPI 3 Data Exchanges or KPI 5 Electronic Messages is dependent on a relevant Service or an element of a Service being Available, then the period of time during a Service Period during which that relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating System Response Times or exceedances of time in respect of Data Exchanges (as applicable) and Electronic Messages (as applicable) over the course of that Service Period (i.e. the clock will be stopped for the purpose of calculating such System Response Times or exceedance of time in respect of Data Exchanges and Electronic Messages during the period of time when the relevant Service or element of a Service is determined to be Non-Available). Accordingly, for the avoidance of doubt, the Supplier shall not incur any Service Points for a failure to meet the Target Performance Level for KPI 2 A/B System Response Time, KPI 3 Data Exchanges or KPI 5 Electronic Messages in circumstances where and to the extent that such failure is a direct result of, and only a result of, a relevant Service or element of a Service being Non-Available.

3.4 If a Problem is resolved through the implementation of an Upgrade or Update and the

time taken to resolve the Problem exceeds the date and time agreed with the Authority, Service Points shall be applied in respect of the higher of KPI8 and KPI10 (i.e. the KPI with the most Service Points applicable).

- 3.5 If and only to the extent that the Live Supplier System and Non-live Supplier System are non-Available at the same time due to the same root cause, then the time period during which the Live Supplier System and Non-live Supplier System are not Available at the same time due to the same root cause shall be counted as Service Downtime for the purposes of calculating the Service Points to be applied in respect of KPI 1A only and shall not be counted as Service Downtime for the purposes of calculating the Service Points to be applied in respect of KPI 1C.

4 PERMITTED MAINTENANCE

- 4.1 The Supplier shall be allowed to book a maximum of 6 hours Service Downtime for Permitted Maintenance of the Live Supplier System in any one Service Period provided that:
- (a) such Permitted Maintenance shall only take place between the hours of 00:00-06:00 on Tuesday and/or from 21:00 on Thursday to 03:00 on Friday (each such time period being a "**Permitted Maintenance Window**") (unless, and in that case, only to the extent otherwise agreed in writing with the Authority's Representative); and
 - (b) the Authority may, at its sole discretion, notify the Supplier that a particular Permitted Maintenance Window is not available during a given Service Period; and
 - (c) such Permitted Maintenance shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority; and
 - (d) the Authority, acting reasonably, shall allow the Supplier to book one additional Permitted Maintenance Window of up to 8 hours each Quarter for Upgrades to the Supplier System. Such Permitted Maintenance Window shall be outside of Operational Hours and Extended Operational Hours and on a day and during hours that are acceptable to the Authority, acting reasonably.

- 4.2 If, in accordance with paragraph 4.1(b), the Authority notifies the Supplier that a particular Permitted Maintenance Window is not available, then:
- (a) the Authority shall, acting reasonably, offer the Supplier an alternative Permitted Maintenance Window for conducting its Permitted Maintenance; and
 - (b) the Authority shall not apply Service Points and Service Credits during the period between the Permitted Maintenance Window referenced in paragraph 4.1(b) and the alternative Permitted Maintenance Window referenced in paragraph 4.2(a) where such Service Points and Service Credits are a direct result of the Supplier being unable to undertake its Permitted Maintenance in the Permitted Maintenance Window referenced in paragraph 4.1(b).
- 4.3 The Supplier shall be allowed to maintain the Non-live Supplier System outside of Operational Hours and any Extended Operational Hours. The Supplier shall be allowed to book Service Downtime for Permitted Maintenance of the Non-live Supplier System during Operational Hours and any Extended Operational Hours at hours and on days agreed in writing with the Authority at the Authority's sole discretion (acting reasonably).

5 SERVICE CREDITS

- 5.1 Schedule 7.1 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.
- 5.2 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

PART B

Performance Monitoring

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the "**Performance Monitoring Report**"). Where a Service Period is also the last Service Period in a Quarter, within 10 Working Days of receiving the Performance Monitoring Report for that Service Period the Authority shall provide a report to the Supplier's Representative which summarises the Authority's assessment of the Supplier's performance over the relevant Quarter and over the last four Quarters as more particularly described in Paragraph 1.3 (the "**Balanced Scorecard Report**"). Between the Implementation Services Commencement Date and the Operational Services Commencement Date, within the 10 Working Days of the end of the third month following the month in which the Implementation Services Commencement Date occurs, and every third month thereafter, the Authority shall provide a Balanced Scorecard Report to the Supplier's Representative which summarises the Authority's assessment of the Supplier's performance in respect of the Implementation Services.

Performance Monitoring Report

- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;
- (b) a summary of all Performance Failures that occurred during the Service Period;
- (c) the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- (d) which Performance Failures remain outstanding and progress in resolving them;

- (e) for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- (g) for any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the number of Service Points awarded in respect of each KPI Failure;
- (i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (j) the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;
- (k) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (l) a record of the Changes requested or proposed by either Party during the Service Period;
- (m) such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

- (n) a rolling total of the number of Performance Failures that have occurred over the past twelve Service Periods;
- (o) the amount of Service Credits that have been incurred by the Supplier over the past twelve Service Periods;

- (p) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

Information in respect of the next Quarter

- (q) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

Balanced Scorecard Report

1.3 The Balanced Scorecard Report shall be prepared by the Authority as described in Part III of Annex 1 of this Schedule. The Balanced Scorecard Report shall be presented in the form of a dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant quarter including details of the following:

- (a) Service performance, including achievement of Milestones in accordance with the Implementation Plan and, from the Operational Service Commencement Date, the Target Performance Levels achieved;
- (b) financial performance indicators, including the Supplier's performance in respect of the delivery of its Social Value obligations;
- (c) collaborative behaviour indicators; and
- (d) relationship management indicators.

1.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents discussed and any revisions agreed by the Parties (both Parties acting reasonably) at the next Performance Review Meeting held in accordance with Paragraph 1.5.

1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and on a quarterly basis to review the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):

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- (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier where the Service Period is not the last Service Period in a Quarter;
 - (b) take place within 15 Working Days of the Performance Monitoring Report being issued by the Supplier where the Service Period is the last Service Period in a Quarter;
 - (c) between the Implementation Services Commencement Date and the Operational Services Commencement Date, take place within 5 Working Days of the Balanced Scorecard Report being issued by the Authority;
 - (d) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - (e) be attended by the Supplier Representative and the Authority Representative.
- 1.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.
- 1.7 The Authority shall be entitled to use the Balanced Scorecard Report, at its sole discretion, for the following purposes:
- (a) informing its decision making in relation to the use of Development Days, in accordance with paragraph 4 of Part B of Schedule 7.1 (Charges and Invoicing)]
 - (b) informing its decision making in relation to calling off additional days under the Time and Materials Service Charge, in accordance with paragraph 2 of Part A of Schedule 7.1 (Charges and Invoicing);
 - (c) informing its decision making in relation to any Additional Services that the Authority may require during the Term;
 - (d) sharing details of the Supplier's performance with other Central Government Bodies, or other relevant public bodies, as permitted under the terms of this Agreement; and
 - (e) any other purpose which is consistent with, and permitted by, the terms of this Agreement.

2 PERFORMANCE RECORDS

- 2.1 The Supplier shall keep appropriate documents and records (including Supplier Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories (which shall include all information relating to a call that is recorded by the Supplier whether or not it is recorded on the Authority System) for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents. The Authority shall endeavour to (but is not obliged to) provide 5 Working Days' notice of its intention to inspect the records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report (as well as historic Performance Monitoring Reports and historic Balanced Scorecard Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and in the Virtual Library and are capable of being printed.

3 PERFORMANCE VERIFICATION

- 3.1 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Agreement against the Performance Indicators including by sending test transactions through the Supplier System or otherwise as agreed by the Parties, acting reasonably.

4 SERVICE INCIDENT REPORT

4.1 Within 2 Working Days after a Severity 1 Service Incident or Severity 2 Service Incident has been closed by the Authority, the Supplier shall provide a service incident report to the Authority Representative containing, but not limited to, the following information:

- (a) outline of what happened;
- (b) details of when it happened;
- (c) all related Service Incident call numbers;
- (d) actions taken;
- (e) details of impact including Service Downtime (if applicable);
- (f) details of any preventative measures (if applicable).

ANNEX 1

Key Performance Indicators and Subsidiary Performance Indicators

PART I: Key Performance Indicators and Subsidiary Performance Indicators Tables

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services and the Performance Indicators relating to Social Value are set out below. The Supplier’s method of measurement for each KPI is included in Part 1 of Annex 2 of this Schedule 2.2 (Performance Levels):

1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPI ⁴
KPI 1A	Service Availability - Operational Hours (and any Extended Operational Hours)	Availability of the Live Supplier System and the Services (excluding the Non-live Supplier System) during Operational Hours and any Extended Operational Hours from the Operational Service Commencement Date and for each Service Period thereafter. The KPI Severity Levels measure the total time (in hours and part hours) during Operational Hours and any Extended Operational Hours during which the Live Supplier System and/or the Services are not Available during the Service Period (i.e. the total Service Downtime during Operational Hours and any Extended	Every Service Period	Target Performance Level: Up to 1.0 hour	0.00	
				Minor KPI Failure: More than 1.0 hours up to 2.0 hours	2.00	
				Serious KPI Failure: More than 2.0 hours up to 3.0 hours	4.00	
				Severe KPI Failure: More than 3.0 hours up to 4.0 hours	6.00	
				KPI Service Threshold: 4.0 hours (i.e. more than 4.0 hours)	8.00 plus an additional 2.00 Service Points for every 1.0 hour	

² For the avoidance of doubt, “frequency of measurement” is the frequency in which the Supplier’s performance in respect of the relevant KPI is to be measured and, where applicable, Service Points applied.

³ Bidders to propose their method of measurement for each KPI in their Final Tender consistent with what has been discussed with the Authority during dialogue. The methods of measurement proposed will be reviewed and included in Annex 2 to this schedule, subject to the Authority’s right to require further detail and refinement.

⁴ Publishable Performance Indicators

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
		Operational Hours excluding Permitted Maintenance in the Service Period). See Paragraph 1 and 2 of Part II of this Annex			above the KPI Service Threshold	
KPI 1B	Service Availability – Outside Operational Hours (and any Extended Operational Hours)	Availability of the Live Supplier System outside of Operational Hours and any Extended Operational Hours from the Service Commencement Date and for each Service Period thereafter. The KPI Severity Levels measure the total time (in hours and part hours) outside of Operational Hours and any Extended Operational Hours during which the Live Supplier System is not Available during the Service Period (i.e. the total Service Downtime outside of Operational Hours and any Extended Operational Hours excluding Permitted Maintenance in the Service Period) See Paragraph 1 and 2 of Part II of this Annex.	Every Service Period	Target Performance Level: Up to 2.0 hours	0.00	
				Minor KPI Failure: More than 2.0 hours up to 4.0 hours	1.00	
				Serious KPI Failure:[More than 4.0 hours up to 6.0 hours	2.00	
				Severe KPI Failure: More than 6.0 hours up to 8.0 hours	3.00	
				KPI Service Threshold: 8.0 hours (i.e. more than 8.0 hours)	4.00 plus an additional 1.00 Service Points for every 2.0 hours above the KPI Service Threshold	
KPI 1C	Service Availability (Non-live Supplier System) - Operational Hours (and any	Availability of the Non-live Supplier System. The KPI Severity Levels measure the total time (in hours and part hours) during Operational Hours and any Extended Operational Hours during which any part of the Non-live Supplier System is not	Every Service Period	Target Performance Level: Up to 2.0 hours	0.00	
				Minor KPI Failure: More than 2.0 hours up to 4.0 hours	1.00	
				Serious KPI Failure: [More than 4.0 hours up to 6.0 hours]	2.00	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
	Extended Operational Hours)	Available during the Service Period (i.e. the total Service Downtime excluding Permitted Maintenance in the Service Period). See Paragraph 1 and 2 of Part II of this Annex		Severe KPI Failure: More than 6.0 hours up to 8.0 hours	3.00	
KPI Service Threshold: 8.0 hours (i.e. more than 8.0 hours)				4.00 plus an additional 1.00 Service Points for every 2.0 hours above the KPI Service Threshold		
KPI 2A ⁵	System Response Time During Operational Hours and any Extended Operational Hours	Average System Response Time during each 30 minute period during Operational Hours and any Extended Operational Hours. See Paragraph 3 of Part II of this Annex.	Every 30 minutes	Target Performance Level (TPL): [To be agreed pursuant to Paragraph 3 of Part II of this Annex]	0.00	
				Minor KPI Failure: [TPL plus 1 second]	0.10	
				Serious KPI Failure: [TPL plus 2 seconds]	0.20	
				Severe KPI Failure: [TPL plus 3 seconds]	0.30	
				KPI Service Threshold: [TPL plus 4 seconds]	0.50	
KPI 2B	System Response Time Outside	Average System Response Time during each 30 minute period outside of	Every 30 minutes	Target Performance Level (TPL): To be agreed pursuant to Paragraph 3 of Part II of this Annex	0.00	

⁵ The practical application of KPI2A and KPI2B (including how performance is measured against the Target Performance Level) will depend on the method of measurement proposed by each Bidder. Bidders are to propose methods of measurement for inclusion in Annex 2 of this Schedule 2.2 (Performance Levels)

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
	Operational Hours and any Extended Operational Hours	Operational Hours and any Extended Operational Hours. See Paragraph 3 of Part II of this Annex.		Minor KPI Failure: TPL plus 1 second	0.05	
				Serious KPI Failure: TPL plus 2 seconds	0.10	
				Severe KPI Failure: TPL plus 3 seconds	0.15	
				KPI Service Threshold: TPL plus 4 seconds	0.25	
KPI 3 ⁶	Data Exchanges	Completion of Data Exchanges within the time period specified by the Authority for such Data Exchanges in Schedule 2.1 (Appendix P) in each Service Period. For the avoidance of doubt, Service Points will be applied in respect of each Data Exchange for which the time exceeds the Target Performance Level. See Paragraph 4 of Part II of this Annex.	Every Service Period	High Priority Data Exchange		
				Target Performance Level: Completion within time specified by the Authority in Schedule 2.1 (Appendix P)	0.00	
				Minor KPI Failure: Exceedance of up to 4.0 hours	1.00	
				Serious KPI Failure: Exceedance of more than 4.0 hours up to 8.0 hours	1.50	
				Severe KPI Failure Exceedance of more than 8.0 hours up to 12.0 hours	2.00	
				KPI Service Threshold: 12.0 hours (i.e. exceedance of more than 12.0 hours)	2.50 plus an additional 0.50 Service Points for every 4 hours	

⁶ The practical application of KPI3 (including how performance is measured against the Target Performance Level) will depend on the method of measurement proposed by each Bidder. Bidders are to propose methods of measurement for inclusion in Annex 2 of this Schedule 2.2 (Performance Levels)

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
					above the KPI Service Threshold (or part thereof)	
				Medium Priority Data Exchange		
				Target Performance Level: Completion within time specified by the Authority	0.00	
				Minor KPI Failure: Exceedance of up to 8.0 hours	0.50	
				Serious KPI Failure: Exceedance of more than 8.0 hours up to 16.0 hours	0.75	
				Severe KPI Failure Exceedance of more than 16.0 hours up to 24.0 hours	1.00	
				KPI Service Threshold: 24.0 hours (i.e. exceedance of more than 24.0 hours)	1.25 plus an additional 0.50 Service Points for every 8 hours above the KPI Service Threshold (or part thereof)	
KPI 4	NOT USED					
KPI 5	Electronic Messages	Electronic Messages successfully sent to the Department of Finance's Digital Shared Service or Digital Transformation Service (as applicable), another Central	Every Service Period	Target Performance Level: Completion within time specified by the Authority in Schedule 2.1 (Appendix P)	0.00	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
		<p>Government Body (as specified by the Authority in Schedule 2.1 (Appendix P)) or issued directly by the Supplier within the timescale specified by the Authority for such Electronic Messages in each Service Period.</p> <p>This is to include ALL electronic messaging for example (but not limited to) SMS, e-mail and automatic notification that the Supplier is responsible for. Service Points will be applied for each Electronic Message that is not successfully sent within the timescale specified.</p> <p>See Paragraph 4 of Part II of this Annex, which provides further explanation of the phrase "successfully sent".</p>		<p>Minor KPI Failure: Exceedance by up to 8.0 hours</p> <p>Serious KPI Failure: Exceedance of more than 8.0 hours up to 16.0 hours</p> <p>Severe KPI Failure: Exceedance of more than 16.0 hours up to 24.0 hours</p> <p>KPI Service Threshold: 24.0 hours (i.e. exceedance of more than 24.0 hours)</p>	<p>0.50</p> <p>0.75</p> <p>1.00</p> <p>1.25 plus an additional 0.25 Service Points for every 8 hours above the KPI Service Threshold (or part thereof)</p>	
KPI 6	Number of Severity 1 Service Incidents	<p>Number of Severity 1 Service Incidents relating to the Live Supplier System and/or the Services (excluding the Non-live Supplier System) in a Service Period.</p> <p>Service Points shall apply in respect of only one Severity 1 Incident relating to any single occurrence of a root cause (i.e. if a single occurrence of a root cause results in more than one Severity 1 Incident at the time the root cause occurs, Service Points shall apply in respect of the first of those Severity 1 Service Incidents only).</p>	Every Service Period	Severity 1 Service Incidents		
				Target Performance Level: 0 incidents	0.00	
				KPI Failure: Each Severity 1 incident	2.00	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
KPI 7	Fix Times for Service Incidents	Fix Time for each Service Incident. See Paragraph 6 of Part II of this Annex.	Every Service Period	Severity 1 Service Incidents (measured on a 24 x 7 x 365 basis for the Live Supplier System and during Operational Hours and Extended Operational Hours for the Non-live Supplier System)		
				Target Performance Level: Up to 2.0 hours	0.00	
				Minor KPI Failure: more than 2.0 hours up to 3.0 hours	0.50	
				Serious KPI Failure: more than 3.0 hours up to 4.0 hours	1.00	
				Severe KPI Failure: more than 4.0 hours up to 5 hours	1.50	
				KPI Service Threshold: 5.0 hours (i.e. more than 5.0 hours)	2.00 plus an additional 0.50 Service Points for each additional hour above the KPI Service Threshold	
				Severity 2 Service Incidents (measured on a 24 x 7 x 365 basis for the Live Supplier System and during Operational Hours and Extended Operational Hours for the Non-live Supplier System)		
				Target Performance Level: Up to 4.0 hours	0.00	
				Minor KPI Failure: more than 4.0 hours up to 6.0 hours	0.50	
				Serious KPI Failure: more than 6.0 hours up to 8.0 hours	1.00	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
				Severe KPI Failure: more than 8.0 hours up to 10.0 hours	1.50	
				KPI Service Threshold: 10.0 hours (i.e. more than 10.0 hours)	2.00 plus an additional 0.25 Service Points for each additional hour above the KPI Service Threshold	
				Severity 3 Service Incidents (measured on a Working Days basis)		
				Target Performance Level: Up to 1 Working Day	0.00	
				Minor KPI Failure: more than 1 Working Day up to 2 Working Days	0.50	
				Serious KPI Failure: more than 2 Working Days up to 3 Working Days	1.00	
				Severe KPI Failure: more than 3 Working Days up to 4 Working Days	1.50	
				KPI Service Threshold: 4 Working Days (i.e. more than 4 Working Days)	2.00 plus an additional 0.50 Service Points for each additional Working Day above the KPI Service Threshold	
				Severity 4 Service Incidents (measured on a Working Days basis)		
				Target Performance Level: Up to 2 Working Days	0.00	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
				Minor KPI Failure: more than 2 Working Days up to 4 Working Days	0.20	
				Serious KPI Failure: more than 4 Working Days up to 7 Working Days	0.40	
				Severe KPI Failure: more than 7 Working Days up to 10 Working Days	0.60	
				KPI Service Threshold: 10 Working Days (i.e. more than 10 Working Days)	0.80 plus an additional 0.20 Service Points for every 3 Working Days above the KPI Service Threshold	
				Severity 5 Service Incidents (measured on a Working Days basis)		
				Target Performance Level: [Completion within time period agreed with the Authority]	0.00	
				Minor KPI Failure: Exceedance of up to 4 Working Days	0.10	
				Serious KPI Failure: Exceedance of more than 4 Working Days up to 7 Working Days	0.20	
				Severe KPI Failure: Exceedance of more than 7 Working Days up to 10 Working Days	0.30	
				KPI Service Threshold: 10 Working Days (i.e. exceedance of more than 10 Working Days)	0.40 plus an additional 0.10 Service Points for every 3 Working Days above the	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
					KPI Service Threshold	
KPI 8	Implementation of Upgrades and Updates	Implementation of Upgrades and Updates, by the agreed date and time (where implementation is the sole responsibility of the Supplier) or within the timescale agreed for the Supplier's element of the Upgrades and Updates (where implementation involves multiple parties). See Paragraph 7 of Part II of this Annex.	Every Service Period	Target Performance Level: Upgrades and Updates implemented by the date and time agreed by the Authority Minor KPI Failure: Exceedance of the agreed date and time by up to 2 Working Days Serious KPI Failure: Exceedance of more than 2 Working Days up to 6 Working Days Severe KPI Failure: Exceedance of more than 6 Working Days up to 10 Working Days KPI Service Threshold: Exceedance of 10 Working Days (i.e. exceedance of more than 10 Working Days)	0.00 0.50 1.00 1.50 2.00 plus an additional 1.00 Service Points for every 5 Working Days above the KPI Service Threshold	
KPI 9	Collaboration Plan	Compliance with an agreed Collaboration Plan as set out within Schedule 13 Collaboration. Measured in terms of the number of Working Days delay to the achievement of the associated Collaboration Milestone Date. Service Points will be applied in	Every Service Period	Target Performance Level: Collaboration Milestone achieved by the date and time agreed by the Authority Minor KPI Failure: Exceedance of the agreed date and time by up to 5 Working Days	Service Points in relation to each Collaboration Milestone will be agreed as part of the Change	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
		respect of each Collaboration Milestone Date that the Supplier fails to achieve within the Service Period. Severity Levels and Service Points in respect of each Collaboration Milestone will be agreed as part of the Change Control Procedure for the relevant Collaboration Plan (See Schedule 13).		Serious KPI Failure: Exceedance of more than 5 Working Days up to 10 Working Days	Control Procedure in respect of the relevant Collaboration Plan (see Schedule 13).	
				Severe KPI Failure:[Exceedance of more than 10 Working Days up to 15 Working Days		
				KPI Service Threshold: Exceedance of 15 Working Days (i.e. exceedance of more than 15 Working Days)		
KPI 10	Problem Management ⁷	Number of Working Days delay in the successful Resolution of a Problem relative to the agreed Problem Resolution Date. Service Points will be applied in respect of every Problem that is not resolved by the agreed Problem Resolution Date.	Every Service Period	Target Performance Level: Resolution successfully completed by the date and time agreed with the Authority	0.00	
				Minor KPI Failure: Exceedance of up to 3 Working Days	0.25	
				Serious KPI Failure: Exceedance of more than 3 Working Days – Up to 6 Working Days	0.50	
				Severe KPI Failure: Exceedance of more than 6 Working Days – Up to 9 Working Days	0.75	
				KPI Service Threshold: 9 Working Days (i.e. exceedance of 10 or more Working Days)	1.00 plus an additional 0.25 Service Points for every [2 Working Days] above the KPI Threshold	

⁷ If the Problem is resolved under the implementation of an Upgrade or Update, only the higher of KPI8 and KPI10 will apply.

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
KPI 11	Virtual Library Completeness	<p>Completeness of the information held within the Virtual Library in accordance with Schedule 8.4 Reports and Records Provision.</p> <p>For the avoidance of doubt, Service Points will be applied in respect of the number of working days delay to upload complete information relative to the Target Performance Level.</p> <p>See Paragraph 8 of Part II of this Annex.</p>	Every six months	<p>Target Performance Level: Completion in accordance with the timescales set out in Schedule 8.4 Reports and Records Provision</p> <p>Minor KPI Failure: Exceedance of up to 20 Working Days</p> <p>Serious KPI Failure: Exceedance of more than 20 Working Days up to 40 Working Days</p> <p>Severe KPI Failure: Exceedance of more than 40 Working Days up to 50 Working Days</p> <p>KPI Service Threshold: 50 Working Days (i.e. exceedance of 51 or more Working Days)</p>	<p>0.00</p> <p>1.00</p> <p>2.00</p> <p>3.00</p> <p>4.00</p>	
KPI 12	Timely provision of Management Information	<p>Number of Working Days delay in the provision of Management Information to the Authority's Representative.</p> <p>For the avoidance of doubt, Service Points will be applied in respect of each report which exceeds the Target Performance Level.</p> <p>See Paragraph 9 of Part II of this Annex</p>	Every Service Period	<p>Target Performance Level: Provision of Management Information in accordance with the timescales specified in this Agreement, or within an exceedance of up to 2 Working Days</p> <p>Minor KPI Failure: Exceedance of more than 2 Working Days up to 4 Working Days</p> <p>Serious KPI Failure: Exceedance of more than 4 Working Days up to 6 Working Days</p>	<p>0.00</p> <p>0.25</p> <p>0.50</p>	

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No.	Key Performance Indicator Title	Definition	Frequency of Measurement ²³	Severity Levels	Service Points	PPJ ⁴
				Severe KPI Failure: Exceedance of more than 6 Working Days up to 8 Working Days	0.75	
				KPI Service Threshold: 8 Working Days (i.e. exceedance of 9 or more Working Days)	1.00 plus an additional 0.25 Service Points for every 2 Working Days above the KPI Service Threshold	
KPI 13	Social Value	Measured at the date that is three (3) months after the end of each Contract Year, the cumulative number of Social Value Points successfully delivered by the Supplier in respect of this Contract from the Effective Date to the date of measurement, expressed as a percentage of the cumulative number of Social Value Points due to be delivered by the Supplier up to the end of the most recent Contract Year based on the requirement (as set out in Schedule 12 (Social Considerations)) for the Supplier to deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged contract value of £3 million per Contract Year. See Paragraph 9 of Part II of this Annex 1.	Measured at the date that is three (3) months after the end of each Contract Year	Target Performance Level: 100%	0.00	
				Minor KPI Failure: 90.0% to 95.0%	1.00	
				Serious KPI Failure: 80.0% to 89.9%	2.00	
				Severe KPI Failure: 70.0% to 79.9%	3.00	
				KPI Service Threshold: Less than 70.0%	4.00 plus an additional 1.00 Service Points for every 10% below the KPI Service Threshold (or part thereof)	

2. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	PPI

SUBJECT TO CONTRACT/CONTRACT DENIED

PART II: Definitions

1 AVAILABILITY

- 1.1 The Live Supplier System and/or the Services shall be Available (and “**Available**” shall be interpreted accordingly) when:
- (a) End Users are able to access and utilise all the functions of the Live Supplier System (as measured on a 24 x 7 basis) and/or the Services (as measured during Operational Hours and any Extended Operational Hours); and,
 - (b) the Live Supplier System is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured on a 24 x 7 basis); and
- 1.2 The Non-live Supplier System shall be Available (and “**Available**” shall be interpreted accordingly) when:
- (a) End Users are able to access and utilise all the functions of the Non-live Supplier System; and,
 - (b) the Non-live Supplier System is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured during Operational Hours and any Extended Operational Hours); and

2 SERVICE AVAILABILITY

- 2.1 Availability (and Non-Availability) shall be measured and reported in hours and minutes in the Performance Monitoring Report. Availability shall also be expressed as a percentage in accordance with Paragraph 2.3(b) below. The Supplier’s performance in respect of Service Availability KPI1A, KPI1B and KPI1C shall be measured in terms of Service Downtime (excluding Permitted Maintenance), being the total time (in hours and minutes) of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period (measured in terms of either Operational Hours (including any Extended Operational Hours) or outside of Operational Hours for the relevant KPI).
- 2.2 Service Downtime (measured in hours and minutes) in a Service Period shall be reported in the Performance Monitoring Report, both including and excluding Permitted

Maintenance, and in terms of Operational Hours (including any Extended Operational Hours) and outside of Operational Hours.

2.3 When calculating Availability and Service Downtime in accordance with this Paragraph 2:

- (a) The Service Downtime commences at the earlier of:
 - (i) The time that the Supplier first became aware (or should reasonably have been aware) of the Service Downtime; and,
 - (ii) the time that the Service Downtime is reported to the Supplier
- (b) When calculating Availability, Service Downtime arising due to Permitted Maintenance that is carried out by the Supplier in accordance with Clause 9.8 (Maintenance) shall be subtracted from the total number of hours in the relevant Service Period. The Availability percentage shall be calculated in accordance with the following formula:

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

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period (measured in terms of either Operational Hours (including any Extended Operational Hours) or outside of Operational Hours (as applicable to the relevant KPI); and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period (measured in terms of either Operational Hours (including any Extended Operational Hours) or outside of Operational Hours for the relevant KPI).

- (c) Subject to Paragraph 2.3 of Part A of this Schedule, Service Points shall accrue if:
 - (i) any Service Downtime occurs as a result of Emergency Maintenance undertaken by the Supplier; or
 - (ii) where maintenance undertaken by the Supplier exceeds the maximum number of hours of Service Downtime in the Permitted Maintenance

Window as set out in the Maintenance Schedule agreed by the Authority.

3 RESPONSE TIMES

- 3.1 The “**System Response Time**” is the round trip time taken to process a message or request of the IT Environment and/or the Services, and shall be measured from the moment the last packet of data which relates to a particular message or request is received at the external interface of the IT Environment until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing).
- 3.2 KPI2A and KPI2B shall apply in respect of a common set of daily activities to be specified by the Authority prior to the ATP Milestone. The Parties shall monitor the System Response Times for that common set of daily activities in the first two Service Periods commencing after the Achievement of the ATP Milestone and, provided that the monitored System Response Times are commensurate with Good Industry Practice, an average System Response Time shall be calculated for those activities and that calculated average System Response Time shall be the Target Performance Level for KPI2A and KPI2B. Any System Response Times that are determined by the Authority, at the Authority’s sole discretion acting reasonably, as not being commensurate with Good Industry Practice shall be excluded from the calculation of the average System Response Time.
- 3.3 For the avoidance of doubt, the Supplier’s performance in respect of KPI 2A and KPI 2B shall be measured and Service Points applied (subject to Paragraph 2.3 of Part A of this Schedule 2.2 (Performance Levels)) in respect of every 30 minute period during a Service Period. The Supplier’s performance shall be measured in terms of the average System Response Time recorded by the Supplier during each 30 minute period in accordance with the method of measurement for System Response Time (including the test messages / requests) set out in Annex 2.

4 DATA EXCHANGES AND ELECTRONIC MESSAGES

- 4.1 A provisional list of Data Exchanges and Electronic Messages is included in Appendix P of Schedule 2.1 (Services Description). The list of Data Exchanges (including their designation as high priority or medium priority) and Electronic Messages shall be refined by the Parties prior to the Operational Services Commencement Date to

correctly reflect the Supplier Solution as implemented. The Authority therefore reserves the right to refine the list of Data Exchanges (including their designation as high priority or medium priority) and Electronic Messages prior to the Operation Services Commencement Date to correctly reflect the Supplier Solution. Such refinement shall not result in a change to the Charges.

- 4.2 Prior to the Operational Services Commencement Date the Parties shall also examine and agree, acting reasonably, a 'time period' for each Data Exchange and Electronic Message on the refined list, with such time periods then being included in Appendix P of Schedule 2.1 and used for the purposes of measuring the Supplier's performance in respect of KPI3. Such time periods are to be commensurate with Good Industry Practice.
- 4.3 An Electronic Message shall be classified as being successfully sent if the Supplier is able to demonstrate that the Electronic Message:
- (a) Was sent to the correct recipient details;
 - (b) Was sent within the Target Performance Level time period; and
 - (c) Left the external interface of the IT Environment within the Target Performance Level time period.

5 FIX TIMES

- 5.1 The "Fix Time" of a Service Incident is the period from the earlier of:
- (i) The time that the Supplier first became aware (or should reasonably have been aware) of the Service Incident; and,
 - (ii) the time that the Service Incident is reported to the Supplier
- to the point of its Resolution.
- 5.2 Fix Times for Severity 1 and Severity 2 Service Incidents relating to the Live Supplier System shall be measured on a 24 x 7 x 365 basis, provided that any part of a Fix Time that occurs outside of Operational Hours (and any Extended Operational Hours) shall be divided by two when calculating the Fix Time for such a Severity 1 or Severity 2 Service Incident. Fix Times for Severity 1 and Severity 2 Service Incidents relating to the Non-live Supplier System shall be measured during Operational Hours and any

Extended Operational Hours only (i.e. the clock shall be stopped outside of Operational Hours and any Extended Operational Hours).

Worked Example:

- a Severity 1 or 2 Service Incident relating to the Live Supplier System is reported to the Supplier at 20:00 on Monday 6th February;
- the Service Incident is resolved (i.e. Resolution is completed) on Tuesday 7th February at 11:00; and,
- there is Extended Operational Hours during this period.

Then

- the time period from 20:00 to 21:00 on Monday 6th February is in Extended Operational Hours and is counted as one hour;
- the time period from 21:00 on Monday 6th February to 07:00 on Tuesday 7th February is outside of Operational Hours (and Extended Operational Hours) and is therefore counted as five hours (i.e. ten hours divided by two);
- the time period from 07:00 to 11:00 on Tuesday 7th February is in Operational Hours and is counted as four hours; and,
- the fix time for the Service Incident is therefore ten hours (i.e. 1+5+4).

5.3 Fix Times for Severity 3, 4 and 5 Service Incidents shall be measured in Working Days. The following principles shall apply for measuring the Fix Times for Severity 3, 4 and 5 Service Incidents:

- The day on which the Service Incident is reported to the Supplier (or when the Supplier first became aware (or should reasonably have been aware) of the Service Incident) is excluded from the measurement of the Fix Time (i.e. it is treated as day zero);
- The next Working Day after the day on which the Service Incident is reported to the Supplier is treated as Working Day one; and
- Working Days are measured from 00.01 to 24.00 hours.

Worked example:

- A Service Incident is reported to the Supplier at 20.00 on Monday 6th February; and

- The Service Incident is resolved (i.e. a Resolution is completed) on Monday 20th February (noting there are no public holidays in this period);

then:

- Monday 6th February is “day zero”;
- Tuesday 7th February is “Working Day one”; and
- Monday 20th February is “Working Day ten”

Accordingly the Fix Time for that Service Incident is ten Working Days.

- 5.4 The Supplier shall measure Fix Times as part of its service management responsibilities and report to the Authority on Fix Times as part of the Performance Monitoring Report.
- 5.5 If, during the Resolution of a Service Incident, involvement is needed from the Authority or a 3rd (third) party that isn't the responsibility of the Supplier then any time that the Service Incident is not with the Supplier shall not be counted towards the Fix Time targets for any severity level (i.e. the clock will be stopped). However, if the Supplier is found to have erroneously allocated the Service Incident to the Authority, a third party supplier or another third party then the time that the Service Incident was not with the Supplier shall be counted towards the Fix Time targets for any severity level.
- 5.6 In respect of paragraph 5.5 above, the clock will only be stopped where the Supplier has made reasonable, evidenced efforts to contact two or more appropriate representatives of the Authority, the third party supplier or the third party that is the responsibility of the Authority, as applicable (e.g. where the Supplier has left a telephone or email messages with at least two appropriate representatives of the Authority, the third party supplier or other third party, as applicable).
- 5.7 If, during the Resolution of a Service Incident, the Supplier is able to demonstrate to the Authority's reasonable satisfaction that, for reasons entirely outside of the control of the Supplier or its Sub-contractors and through no fault or omission of the Supplier or its Sub-contractors (for example, due to the complex nature of the Resolution required and the absence of a workaround) it is not possible to implement a Resolution within the Target Performance Level Fix Time, the Parties shall, acting reasonably, agree a revised Target Performance Level Fix Time for the Service Incident and no

Service Points shall accrue as a result of any failure to achieve a Resolution of the Service Incident prior to the revised Target Performance Level Fix Time.

5.8 Where the Resolution of a Service Incident is based on the application of a workaround and the Authority and the Supplier agree, acting reasonably, that the Service Incident should be classified as a Problem, then the parties shall agree a Problem Resolution Date for the Problem to which KPI 10 shall apply.

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

“Service Incident” a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators (including Target Performance Levels);

“Severity 1 Service Incident” a Service Incident which, in the reasonable opinion of the Authority:

(a) constitutes a loss of the Service which prevents a large group of Internal Users from working;

(b) constitutes a loss of the Service to External Users;

(c) has a critical impact on the activities of the Authority;

(d) causes significant financial loss and/or disruption to the Authority; or

(e) results in any material loss or corruption of Authority Data;

Non-exhaustive examples: included at Annex 3

“Severity 2 Service Incident” a Service Incident which, in the reasonable opinion of the Authority has the potential to:

(a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available; or

(b) have a major (but not critical) adverse impact on the use of the Services or Supplier System by External Users;

(c) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;

Non-exhaustive examples: included at Annex 3

“Severity 3 Service Incident” a Service Incident which, in the reasonable opinion of the Authority has the potential to:

(a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Authority; or

(b) have a moderate adverse impact on the activities of the Authority;

Non-exhaustive example: included at Annex 3

“Severity 4 Service Incident” a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to End Users

Non-exhaustive example: included at Annex 3

“Severity 5 Service Incident” a Service Incident comprising a flaw which is cosmetic and, as such, does not undermine the End User’s confidence in the information being displayed;

Non-exhaustive examples: included at Annex 3

5.10 If and to the extent that a Service Incident occurs that relates to the Non-live Supplier System, the Supplier shall, within 15 minutes of first becoming aware of the Service Incident, contact the Authority’s Representative to obtain details of the times when the Non-live Supplier System (or the part of the Non-live Supplier System to which the Service Incident relates) is required for use by the Authority.

5.11 If a Service Incident that would normally be classified as a Severity 2 Service Incident or a Severity 3 Service Incident relating to the Non-live Supplier System occurs within

two hours of the Non-live Supplier System (or the part of the Non-live Supplier System to which the Service Incident relates) being required for use by the Authority, such Service Incident shall be classified as a Severity 1 Service Incident. For the avoidance of doubt, where the Non-live Supplier System is not required for use by the Authority within the next Working Day, it is the Authority's expectation that the normal classification of a Service Incident relating to the Non-live Supplier System would be, at most, a Severity 3 Service Incident as the Service Incident would not have a major adverse impact on the activities of the Authority.

5.12 If a Service Incident relating to the Non-live Supplier System is, at the time the Service Incident first occurs, classified as a Severity 3 Service Incident (in accordance with the definitions set out in paragraph 5.9 above and the examples set out in Annex 3) and it has not been Resolved by the point in time that is two hours prior to the Non-live Supplier System (or the part of the Non-live Supplier System to which the Service Incident relates) being required for use by the Authority, such Service Incident shall be closed at that point in time and a new Severity 1 Service Incident shall be immediately raised, with such Severity 1 Service Incident commencing at the point in time that is two hours prior to the Non-live Supplier System (or the part of the Non-live Supplier System to which the Service Incident relates) being required for use by the Authority. For the avoidance of doubt, Service Points shall be accrued and Service Credits applied in respect of:

- (a) the Severity 3 Service Incident if and to the extent that the Fix Time for such Service Incident exceeds the Target Performance Level for such Service Incident prior to the closure of that Service Incident (i.e. prior to the point in time that is two hours prior to the Non-live Supplier System (or the part of the Non-live Supplier System to which the Service Incident relates) being required for use by the Authority); and
- (b) the Severity 1 Service Incident if and to the extent that the Fix Time for such Service Incident exceeds the Target Performance Level for such Service Incident, measured from the point in time that is two hours prior to the Non-live Supplier System (or the part of the Non-live Supplier System to which the Service Incident relates) being required for use by the Authority.

6 IMPLEMENTATION OF UPGRADES AND UPDATES

- 6.1 The Supplier shall, throughout the Term, comply with the requirements for Upgrades and Updates as laid out in Schedule 2.1 Paragraph 3.4.9 Software Support and Maintenance.
- 6.2 Where it is identified by either Party that an Update or Upgrade is required, the Supplier shall agree with the Authority (both parties acting reasonably) a timescale and date by which such Update or Upgrade is to be implemented.
- 6.3 Such timescale and date shall be used in measuring the Supplier's performance in respect of KPI 8.

7 VIRTUAL LIBRARY COMPLETENESS

- 7.1 Virtual Library shall be complete where all of the information required to be uploaded at the time of measurement under Schedule 8.4 (Reports and Records Provisions) Annex 3 (Virtual Library), has been properly uploaded to the Virtual Library in accordance with Paragraph 4 of that Schedule at the time of measurement (every six months).
- 7.2 Such timescale shall be used in measuring the Supplier's performance in respect of KPI 11.

8 MANAGEMENT INFORMATION

- 8.1 For the purposes of KPI 12 (Timely Provision of Management Information), the following reports shall constitute the Management Information at the Effective Date:

Sch	Ref	Title	Frequency
2.1	3.1.4.1	<i>Exit Plan</i>	Within 6 months of the Effective Date; Annual Updates
2.1	3.2.1.1	<i>Change Management Plan</i>	Annual
2.1	3.2.1.3	<i>Stakeholder Engagement Plan</i>	Annual
2.1	3.2.1.4	<i>Communications Plan</i>	Annual
2.1	3.2.4.1	<i>Annual Service Improvement Plan</i>	Annual
2.1	3.3.6.1	<i>Annual Data Quality Health Check Report</i>	Annual
2.1	3.2.4.3	<i>Annual Innovation Report</i>	Annual
2.1	3.2.4.4	<i>Annual Horizon Scanning Report</i>	Annual
2.1	3.2.4.5	<i>Annual Market Research Report</i>	Annual
2.1	3.5.3	<i>Annual Social Value Delivery Plan</i>	Annual

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2.1	2.3.9 b)	<i>Service Level Verification Testing (SLVT) Report</i>	As Required
2.1	3.3.3.3	<i>Digital Services Development Approach Report</i>	
2.1	3.4.9.10	<i>Maintenance, Updates and Upgrades Report</i>	Monthly
2.1	3.1.1.7	<i>Detailed Activity and Resource Plan</i>	Within 30 days of the Effective Date
2.1	3.2.3.1	<i>Automation, Workflow and Operational Performance Development Plan</i>	
2.1	3.3.4.1	<i>Data Exchange and Integration Development Plan</i>	
2.1	3.3.5.1	<i>Data Migration Plan</i>	
2.1	3.1.1.1	<i>Outline Implementation Plan</i>	
2.1	3.1.1.5	<i>Detailed Implementation Plan</i>	Within 30 days of the Effective Date
2.1	3.1.1.6	<i>Project Initiation Document</i>	Within 30 days of the Effective Date
2.1	4.8.6.1 a)	<i>Reporting & BI Development Plan</i>	
2.1	3.4.3.2	<i>Technical Solution Refresh Plan</i>	At the Effective Date
2.1	3.3.2.1	<i>Test Strategy</i>	
2.1	3.3.2.1	<i>Test Plan</i>	
2.1	3.1.3.1	<i>Training Plan</i>	
2.1	2.1.6	<i>Risk Management Plan</i>	At the Effective Date
2.1	3.5.1	<i>Social Value Delivery Plan</i>	At the Effective Date
2.1	3.3.1.1	<i>Solution Development Plan</i>	
2.2	Part B, Para 1.2	<i>Performance Monitoring Reports</i>	Monthly
2.4	Annex 6	<i>Security Management Plan</i>	
7.1	Part E paragraph 29.1	<i>Charges Report</i>	Within 10 days of the Effective Date
7.5	1.1	<i>Financial Reports</i>	
8.4	1.1	<i>Transparency Reports</i>	Within 3 Months of the Effective Date
8.6	2.1	<i>Service Continuity Plan</i>	Within 40 days of Effective Date

8.2 The Authority reserves the right to amend the list of reports that constitute the Management Information prior to the Operational Services Commencement Date. The Supplier shall not be permitted to request an increase in the Charges in respect of such

amendments unless the Supplier is able to demonstrate to the Authority's satisfaction, provided that the Authority shall act reasonably in this respect, that the amendment does result in a material change to the Reports and Records to be provided by the Supplier.

[NOTE TO BIDDERS: The final list of reports will depend on the solution and what emerges during the implementation phase. It may be consolidated with those set out in Annex 1 of Schedule 8.4 Reports and Records Provision.]

9 SOCIAL VALUE

9.1 The Supplier's performance in respect of KPI 13 shall be calculated as follows:

$$\text{Delivered Social Value Points \%} = \frac{\text{SV Delivered} \times 100}{\text{SV Required}}$$

Where:

SV Delivered = The cumulative number of Social Value Points successfully delivered by the Supplier in respect of this Contract from the Effective Date to the date of performance measurement; and

SV Required = The cumulative number of Social Value Points due to be delivered by the Supplier up to the end of the most recent Contract Year based on the requirement (as set out in Schedule 12) for the Supplier to deliver a minimum of 100 Social Value points for every £1 million (and pro-rata) in invoiced value, capped at an averaged contract value of £3 million per Contract Year.

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PART III: Balanced Scorecard

1 Balanced scorecard Report

1.1 The Balanced Scorecard Report prepared by the Authority shall comprise the following four elements (each of which shall be known as a “Quadrant”):

- (a) service performance;
- (b) financial performance;
- (c) collaborative behaviour; and
- (d) relationship management.

1.2 Each Quadrant shall contain a number of indicators, which provide the basis on which the Authority shall assess the Supplier’s performance in respect of that Quadrant. The Authority shall assess the Supplier’s performance in respect of each indicator using a RAG (Red Amber Green) rating system, which is described in Paragraph 1.5 of this Part III of Annex 1.

1.3 The indicators that shall be assessed in respect of each Quadrant are as follows:

Quadrant	Indicator	Description including example factors / metrics
Service performance	Implementation	<ul style="list-style-type: none">• Achievement of Milestones in accordance with the Implementation Plan• Performance of the Implementation Services

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Quadrant	Indicator	Description including example factors / metrics
	Availability	<ul style="list-style-type: none"> • Service Availability KPIs • Number of Service Incidents KPI
	Response	<ul style="list-style-type: none"> • System Response Times KPI • Data Exchanges KPI • Electronic Messages KPI • Collaboration Plan KPI
	Resolution	<ul style="list-style-type: none"> • Fix Time KPI • Implementation of Updates and Upgrades KPI • Repeat KPI Failures • Problems resolved in agreed timescales
	Security & Standards	<ul style="list-style-type: none"> • Virtual Library KPI • Timely provision of Management Information KPI • Consistency with Schedules 2.3 (Standards) and 2.4 (Security Management)

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Quadrant	Indicator	Description including example factors / metrics
Financial Performance	Service Credits	<ul style="list-style-type: none"> • Service Points accrued • Service Credits applied
	Financial transparency	<ul style="list-style-type: none"> • Consistency and compliance of Supplier with the requirements of Schedule 7.5 (Financial Reports and Audit Rights) and Part D of Schedule 7.1 (Charges and Invoicing)
	Financial compliance	<ul style="list-style-type: none"> • Compliance with all other financial matters and requirements set out in the contract and schedules including the obligation to pay Sub-contractors within 30 days of receipt of an undisputed invoice
	Savings	<ul style="list-style-type: none"> • Supplier performance in respect of Schedule 7.6 Anticipated Savings (where used)
	Supplier investment	<ul style="list-style-type: none"> • Supplier performance in respect of investment commitments in the Supplier Solution, the contract and any agreed Changes • Supplier performance in respect of the delivery of its Social Value Delivery Plan in accordance with Schedule 12 (Social Value)

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Quadrant	Indicator	Description including example factors / metrics
Collaborative Behaviour	Collaborate	<ul style="list-style-type: none"> Collaborate, co-ordinate and co-operate positively with the Authority and with other suppliers (where required) to resolve issues and achieve successful outcomes for the Services in an efficient and effective manner
	Openness	<ul style="list-style-type: none"> Communicate openly and honestly with the Authority and other suppliers (as appropriate) about concerns, issues or opportunities, fully explaining positions, creating a culture of openness and having a willingness to take time to listen to others
	Accountable	<ul style="list-style-type: none"> Take responsibility for, manage, and account to the Authority and other suppliers (where appropriate) for performance of specific tasks allocated to the Supplier
	Cultural awareness	<ul style="list-style-type: none"> Forming and adopting a work culture that promotes awareness, understanding and acceptance of cultural, motivational and style differences with the Authority and other suppliers (where relevant)
Relationship Management	Customer first	<ul style="list-style-type: none"> Putting the Authority's needs first Resolving and fixing service issues first to facilitate the best outcomes for the Authority, deferring resolution of any attendant commercial, financial or liability issues

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Quadrant	Indicator	Description including example factors / metrics
	Partnership working	<ul style="list-style-type: none"> Working collaboratively with the Authority to address the Authority's requirements in the most efficient and cost effective way.
	Service and contract management	<ul style="list-style-type: none"> Adopting management practices that provide a sound basis for effective partnering and for effective operational and contractual control.
	Reporting	<ul style="list-style-type: none"> Quality and timeliness of the Supplier's reporting to the Authority in accordance with the terms of this Agreement
	Service Improvement	<ul style="list-style-type: none"> Identifying, supporting and delivering opportunities for innovation and service improvement in the Services and reductions in the overall cost of the Services to the Authority

- 1.4 The table above presents a number of example factors / metrics that the Authority is likely to consider when assessing the performance of the Supplier in respect of each indicator and Quadrant.
- 1.5 The Authority shall assess the Supplier's performance in respect of each indicator using the following RAG (Red Amber Green) rating system:

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Rating	Description
Green	Evidence demonstrates that the Supplier has met or has exceeded the requirement in all or a significant majority of respects with only minor exceptions
Amber	Evidence demonstrates that the Supplier has met the requirements in most respects but there are some notable exceptions
Red	Evidence fails to demonstrate that the Supplier has met the requirements in most respects or demonstrates that the Supplier has failed to meet the requirements in many respects

- 1.6 The Balanced Scorecard Report shall be presented in the form of a dashboard, the format of which shall be similar to the following example Balanced Scorecard Report:

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Service Performance (KPI & PI)		Financial Performance	
Implementation	R	Service Credits	R
Availability	R	Financial Transparency	G
Response	G	Financial Compliance	G
Resolution	G	Savings	G
Security & Standards	G	Supplier Investment	R
Collaborative Behaviours	SUPPLIER NAME	Relationship Management	
Collaborate	G	Customer First	R
Openness	A	Partnership Working	A
Accountable	G	Contract Management	G
Cultural Awareness	G	Reporting	G
		Service Improvement	G

1.7 At the same time as preparing a Balanced Scorecard Report to show the Supplier’s performance in the last Quarter (as described above), the Authority shall also prepare a Balanced Scorecard Report which shows the trend in the Supplier’s performance across the last four Quarters.

2 Satisfaction Surveys

2.1 In order to assess the level of performance of the Supplier, the Authority may undertake satisfaction surveys in respect of End Users or various groups of End User (each such survey a “**Satisfaction Survey**”), the results of which may be reflected in the Balanced Scorecard Report. The subject matter of Satisfaction Surveys may include:

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- (a) the assessment of the Supplier's performance by the End Users against the agreed Key Performance Indicators and Subsidiary Performance Indicators;
- (b) other suggestions for improvements to the Services.

2.2 The Authority shall reflect in the Balanced Scorecard Report any aspects of the Supplier's performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Services Description.

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ANNEX 2

Methods of Measurement for Key Performance Indicators and Subsidiary Performance Indicators

The Authority reserves the right to require, during the Term, the Supplier to further detail and refine the methods of measurement for Key Performance Indicators and Subsidiary Performance Indicators to ensure that the Supplier is able to accurately monitor performance against each Performance Indicator.

[Note to Bidders: The Authority also reserves the right to require, in advance of the award of a contract, the preferred Supplier to further detail and refine the methods of measurement for Key Performance Indicators and Subsidiary Performance Indicators that the Supplier submitted in response to the ISFT to ensure that the Supplier is able to accurately monitor performance against each Performance Indicator.]

PART I: Methods of Measurement for Key Performance Indicators

KPI	Key Performance Indicator Title	Method of Measurement
KPI 1A/B	Service Availability	<i>[Bidder to add in method of measurement (include additional measurement for online service if it is different)]</i>
KPI 2A/B	System Response Time	<i>[Bidder to add in method of measurement (include additional measurement for online service if it is different) and tests to be used (might need to use different tests - simple, advanced and complex queries)]</i>
KPI 3	Data Exchanges	<i>[Bidder to add in method of measurement]</i>
KPI4	Not used	

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KPI 5	Electronic Messages	<i>[Bidder to add in method of measurement]</i>
KPI 6	Number of Severity 1 Service Incidents	<i>[Bidder to add in method of measurement]</i>
KPI 7	Fix Times for Service Incidents	<i>[Bidder to add in method of measurement]</i>
KPI 8	Implementation of Upgrades and Updates	<i>[Bidder to add in method of measurement]</i>
KPI9	Collaboration Plan	<i>[Bidder to add in method of measurement]</i>
KPI 10	Problem Management	<i>[Bidder to add in method of measurement]</i>
KPI11	Virtual Library Completeness	<i>[Bidder to add in method of measurement]</i>
KPI12	Timely Provision of Management Information	<i>[Bidder to add in method of measurement]</i>
KPI13	Social Value	<i>[Bidder to add in method of measurement]</i>

PART 2: Methods of Measurement for Subsidiary Performance Indicators

[Methods of Measurement to be included]

KPI	Key Performance Indicator Title	Method of Measurement

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ANNEX 3

Non-exhaustive list of Service Incidents

Category of Service Incident

Severity 1 categories	Severity 2 categories	Severity 3 categories	Severity 4 categories	Severity 5 categories
Loss of service	One team in the Authority unable to continue with normal business	Service giving periodic / intermittent issues but still useable	Loss of functionality for which a known workaround exists and is in place	Functionality problems of a cosmetic nature
Corruption or loss of Authority Data	Loss of the ability to update Authority Data	Inability to access data for a class of customers	Inability to access data for a single customer	Spelling mistake
Security Breach which results in any of the Services being accessible to unauthorised entities	Data error affecting more than one customer account	Non-live Supplier System is not Available	Data error affecting a single customer account	Misalignment of data on screen display
If all electronic payment methods are not Available e.g. OB, VDD, card payment, suspense account top-up	If more than one electronic payment methods not Available e.g. OB, VDD, card payment, suspense account top-up	If one electronic payment method is not Available e.g. OB, VDD, card payment, suspense account top-up		

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Severity 1 categories	Severity 2 categories	Severity 3 categories	Severity 4 categories	Severity 5 categories
	Transaction error on multiple customer accounts	Any scanner (if provided by Supplier) is not Available / not working	Transaction error on a single customer account	Request for advice or guidance.
	Failure to process a "High priority" Data Exchange	Failure to process a data exchange		
	Failure to process a time limited data exchange or Electronic Message (e.g. SMS notification)			
	If any Digital signature functionality not available			

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