

SCHEDULE 2 - MAINTENANCE AND SUPPORT SERVICES

For the purpose of this Schedule, any reference to 'Solution' shall apply interchangeably to Deliverables and Components of both Version 1 and Version 2.

Part A Maintenance Service

1. Maintenance Services

Maintenance Services shall include the following services, as further detailed below:

- (a) Investigation, diagnosis and identification of alleged Incidents in the Solution, difficulties or problems associated with its operation, reported by the Contracting Authority to the Awarded Bidder's Help Desk including restoration, calibration, testing, re-configuration and full validation of the Solution after recovery;
- (b) Where applicable, local support and liaison with other stakeholders, such as public body EAA provider(s), as required;
- (c) Notification to the Contracting Authority by appropriate means and the provision to the Contracting Authority of recommended Software Updates, modification and alterations to the licensed Software (such notices being referred to herein as "Software Notice").
- (d) Software Updates, patches for updates aimed at correcting Incidents;
- (e) Software and Computing Resources Upgrades;
- (f) Provision of technical advice to the Contracting Authority regarding the operation of the Solution.

1.1 Preventive Maintenance

The Awarded Bidder will perform preventive maintenance including testing the operation and functions of the Solution and make necessary adjustments, repairs or replacements to keep the Solution in good working order in accordance with Schedule 1 (Hosting Environment).

1.2 Help Desk

The Awarded Bidder will provide to the Contracting Authority such technical advice by telephone help desk or e-mail as is necessary to resolve the Contracting Authority's difficulties and queries in using the Solution. Advice by telephone help desk will be available continuously during Coverage Hours or as otherwise specified.

The Awarded Bidder shall provide to the Contracting Authority the helpdesk contact details within one (1) week from the Effective Date.

The helpdesk will be responsible for:

1. monitoring and tracking the progress of the Incident and keeping the user informed;
2. supporting the Contracting Authority's business operations;
3. providing management information;
4. representing the interests of users;
5. providing information to users; and
6. managing an incident control system, including arranging the dispatch of Awarded Bidder personnel, in order to restore normal operations of the Solution in accordance with the Service Levels set out below through:
 - (i) documentation – recording all calls;
 - (ii) communication – alerting appropriate support staff of the Awarded Bidder to the Incident;

- (iii) support – making an initial assessment to help users;
- (iv) classification – comparing the Incident to others and escalating as appropriate;
- (v) investigation – investigating the Incident, with further diagnostic work carried out by specialist support staff;
- (vi) resolution – restoring the operation of the Solution and recording all Incident control actions;
- (vii) closure – formally closing the Incident.

Calls to the helpdesk shall be assigned a priority according to the Service Levels set out in Section 2 below.

1.3 Corrective Maintenance

When an Incident is recorded, Corrective Maintenance will include:

- (a) investigation of operational problems and, provision of advice on the likely cause and recommend a course of action or implement remedial measures;
- (b) investigation of data corruption and advice on the likely cause and, where possible, the rebuilding or restoration of the data from a full workable back-up that the Contracting Authority shall provide to the Awarded Bidder at the Awarded Bidder's request;
- (c) where the investigation highlights that the Incident relates to Software, the Maintenance Service will include the provision of advice, Workarounds, specification, development, release and supervision or implementation of remedial measures;
- (d) the resolution of Incidents.

1.4 Assurance

The Awarded Bidder shall ensure that the Solution is upgraded and updated as necessary to ensure that it maintains a high-level of security, mitigate against any vulnerabilities and ensure that it is bug-free.

The Awarded Bidder will provide the Contracting Authority with full details of all Upgrades, whether Software or Computing Resources Upgrade, and will set out as a minimum: (i) the nature of the Upgrade; and (ii) whether there is any risk that the Upgrade may have any adverse effects on the Computing Resources including, in particular, any expected degradation in performance; and (iii) sufficient information to enable the Contracting Authority to determine whether or not the Upgrade is appropriate for the Contracting Authority.

The Contracting Authority will not be obliged to accept delivery of any Upgrade and will, in any event, have the right to test such Upgrade in accordance with the testing procedure set out in Section 3 of the main Contract.

2. Service Levels

2.1 Incident Categorisation

Incidents will be prioritised into Priority 1, 2, or 3 depending on the criticality/impact of the Incident. The Contracting Authority will determine the prioritisation of reported incidents. The Contracting Authority shall act reasonably and in good faith, in the determination of the priority of each Incident.

In the case where service has been restored through a Workaround, the Awarded Bidder has to Resolve the Incident within five (5) Working Days or as agreed to with the client (the "Resolution Time").

The Service Levels for the respective Incident categories is presented in the table below:

Incident Severity	Incident description	Response Time	Restoration Time
High (Critical) (Priority 1)	Entire Solution is unavailable, or the Solution or component thereof is completely inoperable impeding service provision or Breach of Security as defined in the Security Requirements Schedule	30 mins	4 hours
Medium (Priority 2)	Business critical system function or group of functions of the Solution is unusable, inaccessible or not operating correctly	1 hour	8 hours
Low (Priority 3)	Non business critical system function or group of functions of the Solution is unusable, inaccessible or not operating correctly	4 hours	24 hours

Table 2.1 – Service Levels for Incidents

Where the Incident is classified as Priority 1, then the Contracting Authority may raise the Incident during and outside Normal Working Hours. In such an event, the Awarded Bidder undertakes to continue working on the Incident outside Normal Working Hours until the Solution is restored within the Restoration Time.

Where the Incident is classified as Priority 2 and 3, the Contracting Authority may raise the Incident at any time provided that the Service Levels shall commence and apply only during Normal Working Hours. In the event that the Solution is not restored during Normal Working Hours, the Restoration Time shall be suspended and shall continue to run on the next working day.

Penalties can be applied where the Response Time and Resolution Time has not been achieved.

For Priority 1 and 2 Incidents the Awarded Bidder will assess the nature of the Incident and the degree of difficulty in providing a Resolution. On an issue-by-issue basis and no later than the Resolution Time, the Awarded Bidder will notify the Contracting Authority of the proposed Resolution of the Incident and will agree with the Contracting Authority the proposed actual time for the Resolution of the Incident, such timeframe not to be unreasonably rejected by the Contracting Authority. Penalties will apply where the agreed time for the Resolution of the Incident has not been achieved.

Where Restoration or Resolution is delayed because of information or assistance requested from the Contracting Authority has been delayed, the Awarded Bidder's Restoration or Resolution time shall be suspended until the Contracting Authority responds to the request.

2.2 Service Request Fulfilment Categorization

The Service Levels for the following Service Request categories are as detailed in the table 2.2 below:

Service Request Type	Response Time	Completion Time
Account Management for the Contracting Authority or other stakeholders (Creation, deletion, modification of rights or accounts)	1 working hr	1 Day
Installations (Installation or un-installation of applications)	4 working hrs	3 Days
Reporting (Provision of standard reports)	1 Day	5 Days
Data Maintenance / Ad hoc (Non-standard maintenance requests or reports)	2 Days	10 Days
Ad hoc request (other ad hoc requests that can typically be processed in 20 days)	2 Days	20 Days
Complex (Requests that are complex and by nature take long particularly if there is a long service chain)	2 Days	40 Days

Table 2.2 – SLA for Service Requests

The Response Time detailed in Table 3.2 above is the period allocated for acknowledgement of the Contracting Authority's request by the Awarded Bidder.

The Completion Time is the period allocated for the requested service to be completed by the Awarded Bidder. SLAs for Service Requests shall apply during Normal Working Hours, unless the Parties agree otherwise.

Where the Awarded Bidder is unable to fulfil the Contracting Authority's request within the Request Completion Time because required information or assistance requested from the Contracting Authority has been delayed, the Request Completion time shall be suspended until the Contracting Authority responds to the request.

2.3 Availability of the Solution

The Solution shall be designed to deliver a high level of reliability, supporting a service availability of 99.95%. This service level commitment ensures that the solution remains accessible and operational for users, minimising downtime and supporting continuous business operations.

2.4 Coverage Hours

The Awarded Bidder will provide the Maintenance and Support Services during Normal Working Hours, with the exception of Incidents classified as Critical that shall be serviced on a 24 by 7

basis.

2.5 Penalties

The Awarded Bidder will include all necessary detail in their monthly reports to enable the Contracting Authority to determine the Service Levels and availability of the Solution achieved and calculate any applicable penalties.

If components of the Solution are inoperable due to faults in said components of the Solution for more than the stipulated Service Levels in Section 2.1, then the Contracting Authority reserves the right to impose a penalty of Two Hundred and Fifty Euro (€250) per hour or part thereof per component. The penalty per component shall be capped to the value of Four thousand Euro (€4,000) per day for that specific breach.

In the case of a breach in the availability of the Solution as set out in Section 2.3 above, the Contracting Authority may apply a penalty of two Hundred and Fifty Euro (€250) per hour or part thereof over such time when the Solution falls below such levels. The maximum penalty shall be equivalent to Five Hundred thousand Euro (€500,000) per annum. The availability of the Solution will be based on the monthly reports provided by the Awarded Bidder to the Contracting Authority which shall be checked against the Service Levels measurements.

In the case of a breach in the availability of the SLAs for the Service Requests as set out in Table 2.1 above, the Contracting Authority may apply a penalty of One hundred Euro (€100) per hour or part thereof in breach over such time when the SLAs of the Service Requests are not achieved. The maximum penalty shall not exceed Two thousand Euro (€2,000) for each Service Request.

If a Critical fault is not resolved within the stipulated Service Level, the Contracting Authority may resort to other alternatives to remedy the situation to continue the operations. In such cases, the expense involved for this operation shall be totally borne by the Awarded Bidder.

If at any time the Awarded Bidder fails to meet the Service Levels set out in Section 2.1 above, the Awarded Bidder will pay the penalties to the Contracting Authority or the Contracting Authority may (at its option) withhold a sum equal to the penalties from any Charges due under this Contract. If no further Charges fall due after Penalties accrue, the Awarded Bidder shall issue a credit note to the Contracting Authority for a sum equal to any such Penalties then outstanding which shall be repayable by the Awarded Bidder to the Contracting Authority as a debt.

The penalties will be an abatement of the Charges payable by the Contracting Authority in respect of the maintenance and support services and are without prejudice to any other rights or remedies that the Contracting Authority may have in respect of any failure by the Awarded Bidder to perform its obligations in accordance with the terms of this Contract. Any penalties paid will not relieve the Awarded Bidder from its obligations to perform the Services nor from any other liability under this Contract. Provided that the Contracting Authority may, at its sole discretion, decide not to apply penalties but to recover the damages as set out in this Contract or at law.

The failure to meet the same Service Level for five (5) occurrences shall constitute grounds for material breach of the Contract.

2.6 Downtime

Subject to the prior written agreement of the Contracting Authority, which shall not be unreasonably withheld or unreasonably delayed, downtime will be scheduled based on planned implementation of releases, upgrades, emergency fixes and/or other interventions required to maintain the applications and corresponding infrastructure. Both Parties will agree in advance on scheduled downtime through a change management process.