

## **SCHEDULE D: SERVICE MANAGEMENT**

### **1. Service Management Service Description**

Vysiion's Service Management Service provides the Customer with a Service Manager for the number of Man Days set out on the Order Form. The Service Manager will be responsible for the operational performance of the Services. The core responsibilities of the Service Manager are:

- Attending face-to-face Service Review Meetings with the Customer at a frequency of once per calendar month where at least twelve (12) days' per annum worth of Service Management is contracted and at a frequency of once per calendar quarter where at least four (4) days' per annum worth of Service Management is contracted;
- Identifying and agreeing the implementation of tactical changes to improve service quality and efficiency;
- Providing a primary point of escalation for the Customer;
- Overseeing the impact of the delivery of any projects on the Services;
- Owning any service improvement plan that may be jointly defined by Vysiion and the Customer;
- Reporting on all regular project, programme, and on-going activities;
- Working closely with the Service Desk during faults or incidents affecting the services in the Customer solution; and
- In the event of any incidents, producing an incident report that provides an overview of the sequence of events and the root cause, and capturing any corrective actions to be taken.

The Service Manager's schedule will be determined through mutual agreement between Vysiion and the Customer at least 30 days in advance. The Service Manager will be free to undertake other work as assigned by Vysiion on days not allocated to the Customer. The Service Manager and the Customer shall work together to agree the content and format of deliverable reports and agree the format, location and agenda for Service Review Meetings within thirty (30) days of Order acceptance.

### **2. Service Commencement Date**

The Service Commencement Date of Service Management for the purposes of invoicing the Service Management Charges, shall be the earlier of (i) the date that the Service Manager attends his/her first meeting with the Customer and (ii) the Service Commencement Date of the first other Service under the applicable Contract (if applicable).

### **3. Additional Terms**

The following terms and conditions apply to the provision of Service Management by Vysiion in addition to Vysiion's General Terms.

#### **3.1 DEFINITIONS**

3.1.1 In the Contract, the following terms shall have the meanings assigned to them below:

**"Man Day"** a cumulative amount of time of not less than seven and a half hours spent working during Normal Business Hours;

#### **3.2 CUSTOMER OBLIGATIONS**

3.2.1 The Customer shall:

3.2.1.1 provide, in sufficient time to enable Vysiion to perform the Service, such information, co-operation and support as Vysiion may reasonably require pursuant to the Contract and in order to carry out the Service and the Customer shall ensure that all information the Customer provides is accurate in all material respects; and

3.2.1.2 provide Vysiion with reasonable office and information technology facilities as are reasonably required by Vysiion to perform its obligations under the Contract; and

3.2.1.3 appoint a Service Manager, who shall have the authority to commit the Customer on all matters relating to the Service.

3.3 The Customer's compliance with Clause 3.2 shall be entirely at the Customer's cost.