

## Supplementary terms for the supply of Run Management Services

The Company shall provide Run Management Services to the Client on the terms and conditions set out in the Company's General Terms and Conditions and the terms and conditions of these Supplementary Terms. All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in these Supplementary Terms.

### 1. SUPPLEMENTARY DEFINITIONS

- 1.1 'Emergency Maintenance' means any period of maintenance for which, due to reasons beyond its reasonable control, the Company is unable to provide prior notice of.
- 1.2 'End User' means a user of the RPA Process.
- 1.3 'Hours of Cover' means the Service Desk hours of cover set out in the Service Schedule, or otherwise amended on the Order.
- 1.4 'Line of Business Application' means the software which is provided by the Client and provides solutions for specific business requirements.
- 1.5 'Monitoring Service' means remote monitoring of the RPA Process.
- 1.6 'Planned Maintenance' means any period of maintenance for which the Company has provided prior notice.
- 1.7 'Robotic Process Automation' ('RPA') means the emulation of execution by a person of repetitive processes using Target Applications.
- 1.8 'RPA Framework' means the Company's methodology and templates used for the creation of an RPA Process.
- 1.9 'RPA Process' means a software application which manipulates the user interface of one or more Line of Business Applications (the 'Target Application') in a similar manner to a person, with the purpose of carrying out repetitive tasks.
- 1.10 'Run Management Services' means the development and maintenance of one or more RPA Processes as set out on the Order and described in the Service Schedule.
- 1.11 'Service Request' means the Client's report of an Incident or request for assistance.
- 1.12 'Service Desk' means the Company's dedicated team of qualified support technicians.
- 1.13 'Support Priority' is the fixed priority assigned to an RPA Process, as described in the Service Schedule.

### 2. TERM

- 2.1 This Agreement will be deemed to come into effect on acceptance of the Client's Order by the Company and shall run until the RFS Date (the 'Run-Up Period') and following the RFS Date for the Minimum Term as set out in the Order.
- 2.2 This Agreement shall continue to run after the expiry of the Minimum Term (or subsequent Additional Term) for an Additional Term. The duration of the Additional Term shall be one year, unless otherwise set out on the Order. The Company shall, not less than ninety days prior to the end of the Minimum Term or any Additional Term thereafter, notify the Client of changes to Charges and any other changes to the terms of this Agreement.
- 2.3 In the event that:
  - 2.3.1 The Client serves notice to terminate this Agreement in accordance with clause 11 of the General Terms and Conditions or clause 9 hereof, this Agreement shall terminate at the end of the Minimum Term or Additional Term thereafter;

- 2.3.2 The Client notifies the Company of acceptance of changes, the Agreement shall continue in force for an Additional Term;
- 2.3.3 The Client fails to notify the Company of acceptance of changes and fails to serve notice to terminate, such failure to notify the Company shall imply that the changes have been accepted and the Agreement shall continue in force for an Additional Term.

### **3. PROVISION OF SERVICES**

- 3.1 Run Management Services are provided to develop and support RPA Processes. Run Management Services will be provided by the Company remotely.
- 3.2 Run Management Services may comprise any of the following Service Components, as set out in the Order and described in more detail in the Service Schedule:
  - 3.2.1 RPA Process development activities, including:
    - a) Discovery;
    - b) RPA Process development;
    - c) RPA Process deployment;
  - 3.2.2 Quality assurance;
  - 3.2.3 RPA Process maintenance.
- 3.3 RPA Process development and any quality assurance activities will be carried out during the Run-Up Period.
- 3.4 The Company shall use reasonable endeavours to provide the Run Management Services during the Hours of Cover set out in the Service Schedule.
- 3.5 During the term of this Agreement, the Company shall be entitled to make alterations to the configuration of the RPA Process (as described in the Service Schedule). Such alterations may result in temporary disruption to the availability of the RPA Process and the Company will use reasonable endeavours to minimise such disruption and will provide as much notice as possible prior to such disruption.
- 3.6 The Company cannot guarantee and does not warrant that the Run Management Services shall result in the RPA Process operating free from interruptions or temporary degradation of the quality of the services provided by such RPA Process.
- 3.7 The Company shall provide Monitoring Services under the terms of this Agreement:
  - 3.7.1 The Company shall use reasonable endeavours to provide the Monitoring Services 24 x 7 x 365;
  - 3.7.2 The Company cannot guarantee and does not warrant that the Monitoring Services will be free from interruptions, including:
    - a) Interruption of the Monitoring Services for operational reasons and temporary degradation of the quality of the monitoring services;
    - b) Interruption of the network connection between the Monitoring Services and the monitored RPA Process; and
    - c) Any such interruption of the Monitoring Services referred to in this sub-clause shall not constitute a breach of this Agreement.
- 3.8 Although the Company will use reasonable endeavours to ensure the accuracy and quality of the Services, the Services are provided on an “as is” basis and the Company does not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Services.

### **4. ACCEPTABLE USE**

- 4.1 The Client agrees to use the RPA Process in accordance the handover document and the provisions of this Agreement, for the purpose intended and all other reasonable instructions issued by the Company from time to time.
- 4.2 The Client agrees to ensure that the Target Application or RPA Process is not used by its End Users to:
  - 4.2.1 Post, download, upload or otherwise transmit materials or data which is abusive, defamatory, obscene, indecent, menacing or disruptive;
  - 4.2.2 Post, download, upload or otherwise transmit materials or data uploads or make other communications in breach of the rights of third parties, including but not limited to those of quiet enjoyment, privacy and copyright;
  - 4.2.3 Carry out any fraudulent, criminal or otherwise illegal activity;
  - 4.2.4 In any manner which in the Company's reasonable opinion brings the Company's name into disrepute;
  - 4.2.5 Knowingly make available or upload file that contain viruses, malware or otherwise corrupt data;
  - 4.2.6 Act in any way which threatens the security or integrity of the RPA Process, including the download, intentionally or negligently, of viruses, ransom-ware, Trojan horses or other malware;
- 4.3 The Client agrees to immediately disconnect (and subsequently secure prior to reconnection) equipment generating data and/or traffic which contravenes this Agreement upon becoming aware of the same and/or once notified of such activity by the Company.
- 4.4 Subject to the provisions of sub-clause 10.13 of the General Terms and Conditions, the Client shall indemnify the Company against all costs and damages which result from third-party claims arising the Client's breach of the terms of this clause 4.

## **5. CLIENT'S OBLIGATIONS**

During the term of this Agreement, the Client shall:

- 5.1 Ensure that user-names, passwords and personal identification numbers are kept secure.
- 5.2 Accept that it is the Client's sole responsibility to take all reasonable steps, including staff training to prevent the introduction of viruses and other malware into the Services.
- 5.3 Be solely responsible for ensuring compliance with the terms of licence of Line of Business Applications and other Software that is interfaced to the RPA Process.
- 5.4 Be responsible for:
  - 5.4.1 Providing internal and external network connectivity, including access to the Public Internet, as required for the correct functioning of the Monitoring Services;
  - 5.4.2 The scheduling and any re-scheduling of the RPA Process;
  - 5.4.3 Backing up all Customer Data;
  - 5.4.4 The application of all software updates, including third-party software updates that are mandated by the Company.
- 5.5 Provide access to its Line of Business Applications and IT systems as reasonably required by the Company to enable the Company to fulfil its obligations under the terms of this Agreement.
- 5.6 If the Company is responsible for developing the RPA Process:
  - 5.6.1 Provide all information reasonably requested by the Company, including accurate Customer Data user acceptance criteria;
  - 5.6.2 Functional testing the RPA Process to confirm that the results are as expected;
  - 5.6.3 Formally sign off its acceptance of the RPA Process at the completion of deployment Service Component.

## **6. THE COMPANY'S OBLIGATIONS**

During the term of this Agreement, and subject to the performance by the Client of its obligations hereunder, the Company shall:

- 6.1 Provide the Services set out in the Order and described in the Service Schedule.
- 6.2 During the Hours of Cover, make available a Service Desk that shall provide support for the RPA Process as described in the Service Schedule.
- 6.3 Monitor the RPA Process 24 x 7 x 365 and react to any alerts that are raised by the Monitoring Service.
- 6.4 Respond to Service Requests and make reasonable endeavours to resolve any Incident within the RPA Process that is reported either by the Client or identified by the Company.

## **7. Clause Intentionally Unused**

## **8. GENERAL**

- 8.1 The Company may perform any Planned Maintenance that may limit the availability of the Monitoring Services. Planned Maintenance will be scheduled to minimise disruption to the Client.
- 8.2 The Company may be unable to provide prior notice of emergency maintenance to its Monitoring Services or backup services but will endeavour to minimise the impact of any such maintenance on the Client.
- 8.3 If the Company carries out work in response to an Incident reported by the Client and the Company subsequently determines that such Incident either was not present or was caused by an act or omission of the Client, the Company shall be entitled to charge the Client at its prevailing rates.
- 8.4 The Client shall be responsible for the licensing of all software, including Windows operating systems, Microsoft Office and Line of Business Applications which have not been supplied by the Company under the terms of this or any other agreement between the Company and the Client.
- 8.5 The Client shall be responsible for its compliance with the terms of licence of all third-party software provided by the Company under the terms of this Agreement; and
  - 8.5.1 The Company shall not be responsible for the performance of such third-party software unless otherwise agreed in writing.
- 8.6 If the Client wishes to change the assigned Support Priority of an RPA Process, it shall provide the Company not less than thirty days' notice and the change in Support Priority will become effective on the first day of the next month immediately following expiry of the notice period.
- 8.7 An RPA Process that is developed by the Company will be deemed accepted by the Client, following its review during the deployment Service Component, when:
  - 8.7.1 The Client provides written notice of acceptance;
  - 8.7.2 On expiry of a period of thirty days following handover by the Company, provided that the Client has not supplied any written report of any malfunctions in the RPA Process;
  - 8.7.3 Commercial use of the RPA Process in its production environment.

## **9. TERMINATION**

- 9.1 In addition to the provisions of clause 11 of the General Terms and Conditions, this Agreement may also be terminated:
  - 9.1.1 By either party by giving the other not less than ninety days notice in writing to terminate at the end of the Minimum Term or any Additional Term thereafter;
  - 9.1.2 By the Client by giving thirty days notice in writing if the Company makes changes to the terms of this Agreement which are materially disadvantageous to the Client (for the avoidance of doubt, not including changes to Charges) PROVIDED THAT such notice is given within thirty days of the effective date of the change(s).

## **10. CHARGES AND PAYMENT**

- 10.1 Invoices for periodic charges shall be raised in advance of the relevant period.
- 10.2 Periodic charges will be based on the number of RPA Processes set out on the Order and supported hereunder;
  - 10.2.1 Include charges for any ad hoc services provided by the Company during the preceding charging period.
- 10.3 Charges for RPA Process development Service Components (discovery, design, deployment and quality assurance), change requests and any other ad hoc work will be invoiced according to the terms on the relevant Order.
- 10.4 The Company shall commence charging for the maintenance Service Component of the Run Management Services from the RFS Date, regardless of the date on which the Client commences use of the Services or RPA Process. If the RFS Date does not correspond with the Company's invoicing period as set out in the Order, the Company shall charge the Client at a pro-rata rate for the first invoicing period.
- 10.5 The Client acknowledges that the charges for the Minimum Term are calculated by the Company in consideration inter alia of the setup costs to be incurred by the Company and the length of the Minimum Term offered.
- 10.6 If, during the Minimum Term or Additional Term of this Agreement the Client requires additional RPA Processes to be added to the Services, the Client shall raise a supplemental Order.
- 10.7 The Run Management Services will be provided by the Company for use by the Client on a fair use basis. If, in the reasonable opinion of the Company, the Client's use of the Services is deemed excessive, the Company and the Client shall discuss the Company's concerns and either agree a plan to reduce the excessive use of the Services or agree additional Charges to cover the cost of the excess use of the Services.
- 10.8 The Client agrees that it shall be liable for termination charges if this Agreement is terminated by:
  - 10.8.1 The Client terminating this Agreement at convenience prior to the end of the Minimum Term or any Additional Term, whereupon the Client shall be liable for the fixed periodic charges payable for the remainder of the current term;
  - 10.8.2 The Company terminating this Agreement prior to the end of the Minimum Term or Additional Term by reason of the Client's un-remedied breach of the terms of this Agreement, whereupon the Client shall be liable for the fixed periodic charges payable for the remainder of the current term;
- 10.9 The Client shall not be liable for termination charges if this Agreement is terminated by:
  - 10.9.1 The Client at the end of the Minimum Term or end of any Additional Term PROVIDED THAT the Client properly serves written notice to terminate, in accordance with clause 9 of these Supplementary Terms and clause 11 of the General Terms and Conditions;
  - 10.9.2 The Company at any time if it can no longer provide the Services or part thereof;
  - 10.9.3 The Client by reason of the Company's un-remedied or repeated breach of the terms of this Agreement;
  - 10.9.4 The Client if the Company makes changes to the terms of this Agreement which are materially disadvantageous to the Client PROVIDED THAT the Client complies with the provisions of sub-clause 9.1.2 hereof.

## **11. LIMITATIONS AND EXCLUSIONS**

- 11.1 The following service limitations shall apply:
  - 11.1.1 Operating systems and Line of Business Applications provided by the Client shall be currently supported by their respective vendors; the Company is unable to provide support for RPA Processes that are interacting with unsupported Software;

- 11.1.2 The Company shall not provide support for the Client's operating systems or Line of Business Applications.
- 11.2 Whilst the Company's Monitoring Service is intended to proactively identify most RPA Process performance-related issues, the Company does not warrant and cannot guarantee that the monitoring system will identify all performance issues and shall not be liable for any losses, damages or costs unless such result directly from the negligence of the Company.
- 11.3 For an RPA Process to be assigned as Support Priority of Priority 1 or Priority 2, it is necessary for the Client to purchase the 24 x 7 service desk uplift.
- 11.4 Notwithstanding any other provision of this Agreement, either party's maximum aggregate liability in one calendar year whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise for any direct loss or damage howsoever caused and not falling under the provisions of sub-clauses 10.2, 10.3, 10.7 and 10.13 of the General Terms and Conditions shall be limited to the total amount of the Charges (including VAT) collected by the Company in relation to the relevant Services in the six month period prior to the date of the event which gave cause to the claim, PROVIDED THAT before any such claim is made the breaching party is given reasonable opportunity to make good the breach giving rise to such claim.
- 11.5 If the RPA Process has not been developed by the Company, the Company shall be entitled to insist that the RPA Process is subject to its quality assurance checks prior to acceptance for ongoing maintenance and support. Quality assurance and any remedial work that is identified during the quality assurance review will be carried out at the Client's expense.

## Service Schedule

This Service Schedule describes all of the Run Management Services that are supplied by the Company. The Services will be provided on a per-RPA Process basis, and as set out on the Order.

### 1. Service Description

The RPA Process interacts with the Target Applications using non-invasive techniques; that is without any system modification or integration with the Target Applications. The entire Run Management Service comprises five Service Components: discovery, design, deployment, quality control and maintenance. The Service Components that are to be delivered by the Company under the terms of this Agreement are set out on the Order.

#### 1.1 Discovery

Discovery is the process of identifying the business requirements and business processes and Target Applications to be automated. This exercise is carried out and documented by the Company's RPA consultants working closely with the Client. The output from this Service Component is the process definition document which includes the definition of flow of the as-is process that is to be automated, including describing the scope, business logic and system interactions.

#### 1.2 Design

The Company will design the RPA Process using the RPA Framework and development best practices defined by the Company's supplier (including naming rules, business object library, documentation, etc.). The outputs from this Service Component include the RPA Process itself and a solution design document which sets out the design of the RPA Process that has been created to automate the business process.

#### 1.3 Deployment

Prior to handover, the Company will fully test the RPA Process, including system testing and the Client's user acceptance tests. Following successful testing, the RPA Process will be deployed in the Client's production environment and a period of 'Hypercare', where the running of the RPA Process is closely monitored by the Company. The duration of the Hypercare is one to four weeks of production runs after the deployment of the RPA Process to the production environment and is dependent on the frequency of running of the RPA Process. Following the Hypercare period, the Company will review the performance of the RPA Process prior to final handover. On handover, the Company will provide the Client its handover document, which acts as a playbook for the RPA Process and describes how the RPA Process is to be maintained, any known errors and how has it been tested and the client shall formally accept delivery of the RPA Process.

#### 1.4 Quality Assurance

Quality Assurance may, at the Company's sole discretion, be a requirement prior to maintenance if the RPA Process has not been developed by the Company. Quality Assurance will be carried out by the Company and if the quality of the RPA Process is found not to be at the required level, remedial work will be required prior to acceptance for maintenance. Any such remedial work that is carried out by the Company will be chargeable at the Company's prevailing rate.

#### 1.5 Maintenance

The Company's objective is to ensure error free execution of the RPA Process including:

- 1.5.1 Resolving Incidents caused by external events such as minor changes in applications or runtime environments;

- 1.5.2 Managing releases;
- 1.5.3 Automated Monitoring - the Service monitors the RPA Process 24/7 and creates an automated Service Request and diagnosis in the following situations:
- A process terminates during its run-time in situations such as target application not able to launch
  - Process was not able to recover from an exception
  - Other situations leading to a terminate-state of the process
  - The RPA Process was not able to launch for example due to conflicts in scheduling, connectivity issues or other issues in the platform
- 1.5.4 Applying standard changes, which are defined as pre-approved changes that may be applied by the Company as either a resolution or a workaround to an Incident. The purpose for pre-approved changes is to ensure a fast way of implementing workarounds within the given service hours without the need of ensuring the approval of the change. Standard Changes do not affect the business logic of the solution and include:
- Wait-stage timeout adjustment - potentially adding wait times to too fast parts of logic
  - Counter increment limit changes - for example, retry loop from 2 to 4
  - Logging level changes - increasing logging
  - Clear syntax typos or calculation errors that restrict functionality
  - Data item/collection data type changes - may warrant extra testing
  - Reference fixes - for example, inputs/outputs
  - Missing value fixes for example, initial value of a counter null instead of zero
  - Minor element re-identifying - due to minor changes in the Target Application (for example path or URL when no other options are available)
  - Re-configuration of existing elements - improvement of object application model
  - Improving/changing exception handling descriptions
  - Scheduling adjustments - fine tuning times
  - Handling logic for new pop ups - minor additions to make process more robust in the future
  - Minor additions to search/parsing parameters
- 1.5.5 Subject to the Client's authorisation, applying normal changes, including:
- Addition of data quality validation - not extensive, but rather to fix previously unexpected inconsistencies
  - Scheduling changes - per request (addition etc.)
  - Robot run order/logic changes
  - New work steps - prompts, requires changes in documentation
- 1.5.6 Change requests are outside of the scope of the Services will be separately agreed and charged. These changes are typically related to:
- Functional changes in the Target Application or changes in the business logic of the automation such as a new variation
  - Implementation and testing of RPA Process changes related to larger version upgrades in the client's application environment – for example, an operating system upgrade
  - Logic changes that may affect other robots - for example, base object being modified
  - Significant process logic changes - entire pages within a Target Application have changed
  - Surface automation solution re-configuration - due to visual or structural changes in the Target Application

## 2. Service Desk



- 2.1 Subject to fair usage, there are no restrictions on the number of Incidents that End Users can report with the Company's service desk. The Company's service desk provides support, the prompt resolution of Incidents and assistance in the use of the RPA Process, including the following:
- 2.2 The automated monitoring follows process functionality on the session level but does not cover the transactional level or the output of the RPA Process. Validating the output of the solution is the responsibility of the Client. If there is an error in the performance of the solution that can be seen in the output and transactions of the solution, Client should raise Service Request.
- 2.3 The Client shall raise a Service Request by one of the following methods provided by the Company at the commencement of this Agreement.
- 2.4 When placing a Service Request, the Client should provide the following information:
  - Priority
  - Client Name
  - RPA Process Name
  - Brief description of the Incident
  - Type (eg crash, mismanaged cases, termination, etc)
  - Time of Incident
  - Wider textual description, item keys, screenshots, any other attachments (eg reports)
- 2.5 The Service Desk is available to take calls and respond to Service Requests during the Hours of Cover, which are 9am to 5pm Monday to Friday, excluding bank and public holidays. The Client may however send emails or raise Service Requests on the client portal at any time.
- 2.6 The Company will raise a Service Request for any Incident it deems necessary during the course of delivering the Services detailed within this Service Schedule.
- 2.7 The Service Desk's target initial response and recovery times are set out in paragraph 4 of this Service Schedule.

### 3. 24 x 7 Service Desk Uplift

- 3.1 If set out on the Order, the Company will extend the Service Desk's hours of cover to 24 x 7 x 365 for the raising of Priority 1 Service Requests.
- 3.2 Any Incidents that the Company is unable to resolve outside of Service Desk Operational Hours will be investigated during the immediately following Working Day.

### 4. Service Level Agreement

- 4.1 Due to the nature of RPA solutions, the prioritisation level (Support Priority) of an Incident is dependent on the criticality of the RPA Process to the business rather than the extent of any failure. The Client agrees the Support Priority for each RPA Process prior to commencement of the maintenance Service Component and such should be documented in the handover document.
- 4.2 Service Desk Response and Recovery Targets

Priority	Target Response Time	Target Resolution Time
1	1 hour	Less than 2 hours
2	1 hour	Less than 6 hours
3	2 Working Hour	24 Working Hours

4	4 Working Hours	72 Working Hours
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- 4.3 For an RPA Process to be assigned a Support Priority of Priority 1 or Priority 2, it is necessary for the Client to purchase 24 x 7 Service Desk Uplift.
- 4.4 The Company shall make reasonable endeavours to meet the targets set out above. Failure by the Company to meet such targets shall not be deemed a breach of this Agreement.

**5. Complaint Handling**

- 5.1 If the Client is dissatisfied with any Services-related matter, the Client should make a complaint using the following escalation path. If the complaint remains unresolved, the Client should escalate to the next level in the escalation path.

Escalation Level	Role	Contact Details
1	Service Desk Engineer	0203 907 9570
2	Service Desk Team Leader	0203 907 9567
3	Head of Delivery	0203 907 9561

- 5.2 The Company will respond to complaints within three Working Days.