

DELCAM

AND

LEEDS CITY COUNCIL

**SUPPORT AND MAINTENANCE AGREEMENT
FOR PS-TEAM**

THIS AGREEMENT dated _____ is made **BETWEEN:**

DELCAM PLC whose registered office is at PS-Team division, Small Heath Business Par, Birmingham, West Midlands, B10 0HJ; and

LEEDS CITY COUNCIL, Merrion House, 110 Merrion Way, Leeds LS2 8DT (the Customer)

and supersedes any previous Software Support and Maintenance Agreements made between the parties. This agreement covers software that has been handed over to the Application Support Team and that is listed in the Appendices. .

This Agreement applies to Leeds City Council Neighbourhoods and Housing department and its partners in service delivery (i.e. Leeds Homes Construction Partnership (LHCP) which comprises the ALMOs, Leeds City Council's Property Management Services and a range of construction partners).

1. DELCAM'S RESPONSIBILITIES

- 1.1 To use all reasonable endeavours to ensure that the service levels set out in this SLA are met.
- 1.2 To ensure that all updates and new releases of the Software and any bespoke work are tested in accordance with best industry practice and that its own documented quality control procedures are adhered to.
- 1.3 To retain a complete and up to date copy of the source code of the Software for the purposes of information security, support and maintenance, testing and escrow and to deposit the same in accordance with the Deposit Agreement.
- 1.4 To maintain a record of all relevant correspondence with the Customer

2. PROVISION OF UPDATES AND NEW RELEASES

- 2.1 Supplying all updates and new releases of the Software which may be generally released by or through Delcam for installation by the Customer, or for installation by Delcam by prior arrangement
- 2.2 Delcam will promptly provide the Customer with all updates and new releases of the PS-Team software which are made available for general use by customers.
- 2.3 Delcam will provide reasonable endeavour to support previous versions of the Software for a period of 2 years. Enhancements will however only be provided on the current Software version.
- 2.4 New releases will be delivered to the Customer on CDs. The CDs contain both the update and/or new release, the associated documentation and installation instructions.

- 2.5 Delcam will provide reference manuals and user guide updates which as and when software is upgraded
- 2.6 Delcam will provide a list of all product enhancements and those planned in the next release.
- 2.7 The Support Desk will provide the Customer with support and guidance on the installation of upgrades and new releases.
- 2.8 Included within this SLA, Delcam will undertake product upgrades of the TEST and DEMO environments. Delcam will charge one day for the upgrade of the remaining five environments including the LIVE environment. The LIVE environment will generally be upgraded out of office hours which would normally be undertaken on a Saturday morning, providing that remote access is provided and no changes have been made by Customer that affect the operation of the Software.
- 2.9 Delcam will endeavour to provide new releases on an annual basis. Delcam will provide a minimum of two months notice prior to the delivery of a new release.
- 2.10 Delcam will include the addition of one 'additional element or elements if in the same batch of work' per year

3. CHANGES IN LAW

- 3.1 Delcam will at its discretion from time to time make such modifications to the Software as shall ensure that the Software conforms to any relevant change in housing legislation or new legal requirements which affect the application of any function or facility described in the Specification.

4. CUSTOMER'S RESPONSIBILITIES

- 4.1 To use all reasonable endeavours to use the current or immediately preceding version of the Software.
- 4.2 Delcam may require further information to resolve problems. Delcam expects the Customer to comply with any reasonable instructions and requests that the Delcam makes in order to understand and fix the Customer's problem.
- 4.3 The Customer should take regular backups and retain them in a safe place away from the system. This is normal industry practice. In the event of a serious system failure or theft, the Customer may need to restore data from a recent backup. Failure to keep backups and test the recovery procedures will increase the risk of the Customer losing data in the eventuality of serious system failure.
- 4.4 To maintain and be responsible for the correct operation of a suitable hardware and infrastructure platform on which the Software runs.

5. LEEDS CITY COUNCIL'S CALL LOGGING PROCEDURE

- 5.1 All problems which are encountered by users whilst using Delcam PS-Team software will be logged with the Leeds City Council ICT Service Desk, telephone number 76565 in the first instance.
- 5.2 The call will be routed electronically to the Environments and Neighbourhoods Housing Application Support Team who will manage the call resolution on behalf of the system user.
- 5.3 Where calls are judged by the local support team to require input from Delcam a call will be raised with the Delcam via The 'Helpdesk' Topic on Delcam's Customer Support Site <https://pst-support.delcam.com> where a Task will be raised and automatically allocated a unique reference number (Task ID) via an email response. Where the local support team feel they require verbal support to resolve/diagnose an issue, the support team are to contact the Delcam support desk on the telephone number detailed in 7.1. This contact to be kept to a reasonable level and only after the Helpdesk task has been raised. Delcam to recommend further training or system changes if the level remains high.
- 5.4 Any contact with or referral to the Delcam's Support Desk and the subsequent follow up actions and call resolution/outcome will be undertaken by a Delcam's registered and trained support team member. Detailed records will be maintained of the call resolution against the call reference number in the Corporate ICT Service Desk software including the Task ID assigned by Delcam.
- 5.5 System users must not contact the Delcam Support Desk. Support Desk calls should only be accepted by trained support officers named on the list below. These names may change from time to time as staff changes occur. The Housing Application Team must ensure Delcam is updated on such staff changes.

Name	Job Role	Telephone Number
Karen Batty	Housing Systems Strategic Manager	07891270205
Tony Pickering	Housing Systems Operations Manager	0113 247 6341
John Arnott	Senior Housing Systems Support Officer	0113 247 6176
Nicholas Morley	Senior Housing Systems Support Officer	0113 247 6735
Marguerite Marlow	Senior Housing Systems Support Officer	0113 247 6735
Jonathan Burrough	Senior Housing Systems Support Officer	0113 24 76176
Robert Simmonds	Senior Housing Systems Support Officer	0113 22 43251

Name	Job Role	Telephone Number
Tracy Orange	Housing Systems Support Officer	0113 247 6737
Andrea Driver	Housing Systems Administration Officer	0113 247 4924
Ruth Taylor	Housing Systems Training Officer	0113 247 6735
Julie Parkin	Housing Systems Training Officer	0113 247 6735
Peter Harding	Business Relationship Manager	0113 247 6159
Andy Mann	Applications Development and Support	0113 224 3573

6. DELCAM SUPPORT DESK

- 6.1 The Support Desk will provide corrective maintenance for the Software in response to calls logged with Delcam by the Customer via Delcam's Customer Support site, telephone or email.

7. SUPPORT DESK HOURS

- 7.1 The Support Centre is located at Small Heath Business Park, Birmingham. The department is staffed by a team of Delcam trained Technical Engineers back up with second and third line support.
- 7.2 The Support Desk is available Monday to Friday, 9.00am to 5.00pm excluding English public holidays

Telephone No. 0121 683 1010
 Support Fax: 01221 766 5542
 Email ps-team@delcam.com
 www <http://www.psteam.com>

Assistance outside the above hours can be provided by prior arrangement with reasonable notice. This service is chargeable and is offered on a best endeavour basis.

8. PROCEDURES

- 8.1 Each Call will be assigned a priority and dealt with by Delcam acting reasonably in accordance with the Priority Levels and Response Times.

9. PRIORITY LEVELS AND RESPONSE TIMES

Priority	Description	Response Time	Resolution Time
1 – Critical	System-wide failure, whereby substantially all business-critical processes are non-functional Failure of Hardware issues will be reported to the support provider (as specified in the relevant Hardware SLA) within 30 minutes	30 minutes	4 hours, unless process to resolve necessarily takes longer than 4 hours.
2 – High	Specific business-critical process is non-functional.	1 hour	1 day, unless process necessary takes longer than 1 day
3 – Standard	Specific process non-functional or producing errors	1 day	7 working days
4 – Low	Advice/Enquiries Minor process(es) non-functional	1 week	10 working days, or as agreed between Delcam and the Customer

9.1 Within 4 working hours, Delcam will respond and identify any reported issue as:-

- a fault within the application software (fault)
- an enhancement to the application software (change request)
- a fault within the configuration of the application (set-up issue)
- a fault within the hardware, network and/or operating infrastructure (IT infrastructure issue)
- a training issue (training issue)

9.2 If a fault has been found, it will be further classified into a Critical or Non-Critical fault. Critical fault will mean that the Delcam software has stopped the customer from performing their day to day operation and there is no other workaround until the issue is resolved. Where a Critical fault is found, Delcam will immediately investigate this, assign resources to resolve the fault and use best endeavours to provide a patch and/or workaround within 72 working hours.

9.3 If further work is required by Delcam (e.g. to resolve a critical bug) this will be actioned on Delcam's internal system and the Delcam Customer Support Site Helpdesk task will be updated. An estimate will be given for the completion date in accordance with the SLA.

- 9.4 A Non-critical fault will be recorded by Delcam and scheduled for resolution in the next release.
- 9.5 Delcam Support Desk will have up-to-date information on workarounds or if update information if they have already been fixed and are in the next release.
- 9.6 “Response Time” means a response by the Delcam Support Desk to the Housing Application Team/Support Contact by telephone or email, acknowledging that the Call has been accepted by Delcam, that procedures have been initiated, giving the Housing application Team/Support Contact the priority which has been assigned to the Call and providing an initial analysis.
- 9.7 “Resolution Time” means the provision of a fix or work-around.

Escalation

- 9.8 Delcam will escalate a Call at the request of the Customer, provided that the Customer has reasonable grounds for dissatisfaction with the level of service which it has received; Escalation is to Delcam’s Business Account Manager for PS-Team, telephone: 0121 766 5544 or the Development Director for PS-Team, telephone 0121 766 5544.

10. REMOTE SUPPORT

- 10.1 The customer will provide Delcam with the ability to provide direct remote support from its office.

11. PERFORMANCE REPORTING

- 11.1 On a monthly basis, Delcam will provide Customer with reports on support performance. These reports will summarise
- All faults logged by Delcam
 - Faults responded within 4 working hours
 - Faults not responded within 4 working hours
 - Critical faults resolved within 72 working hours (Fix / Workaround made available)
 - Critical faults not resolved within 72 working hours with an explanation
 - Non-critical faults to be resolved within next release
 - Non-critical faults not to be resolved within next release
 - Average fault resolution time
 - Percentage faults resolved within agreed time
- 11.2 Where calls have not been resolved within the agreed timescale a detailed report of the calls will be provided.

- 11.3 Delcam will publish a list of known faults and information about them on the Delcam Support Web Site.
- 11.4 Delcam will publish a list of enhancements that have been requested and those planned in the next release.
- 11.5 On a monthly basis Delcam will undertake an account management conference call with the Product Manager. In addition Delcam will also undertake an account management meeting at Leeds annually.

12. ENHANCEMENTS, CHANGE REQUESTS AND CHANGE CONTROL

- 12.1 The Customer agrees that all requested Enhancements or Changes ('Requests') explain the issue accurately and concisely in a Requirements Specification. All Requests must first be logged with and reviewed by the Support Officers as named above in 5.5.
- 12.2 The Customer will log Requests via Delcam's Customer Support Site as a Task in the Change Control Topic. This task will automatically be allocated a unique reference number (Task ID) which the Customer will receive via an email, as will the Delcam support team.
- 12.3 Once Leeds has submitted the Enhancement Request, Delcam will provide a cost and estimated delivery time within one week. This will include a breakdown of time for:
- Specification
 - Development
 - Testing
 - Documentation
- 12.3 Once Leeds has placed the order, Delcam will complete the work to the agreed schedule and send it back to Leeds for user acceptance testing.
- 12.4 Once the work has been accepted, Delcam will invoice for the work against the order number provided.
- 12.5 Delcam agrees to a daily rate of £750 including expenses to be reviewed annually when the SLA is renewed.

13. SUPPORT AND DEVELOPMENT OF FORMS AND REPORTS

- 13.1. Delcam will ensure all forms and reports they provide or that have been validated by Delcam and listed in the Appendices will be fully supported in line with this SLA.

13.2. Once Leeds has submitted the request for a form or report being developed or amended, Delcam will provide a cost and estimated delivery time within one week. This will include a breakdown of time for:

- Specification
- Development
- Testing
- Documentation

13.3 Once Leeds has placed the order, Delcam will complete the work within approximately four weeks for a typical form, and send the form back to Leeds for user acceptance testing.

13.4 Once the work has been accepted, Delcam will invoice for the work against the order number provided.

13.5 All new reports and forms will be charged at 20% of Delcam's development cost for each report/form. If however the report or form becomes part of the core product, no additional support and maintenance will be charged.

13.6 Delcam will undertake the year end processes as specified below:-

a) On the four Client & Consultant Contract Management forms (Framework, Tendered, Small Works, S&I).which will include the change of the Year Planned drop down, Delcam are to add new years and remove years as appropriate when instructed to do so by Leeds City Council.

b) On the Client Contract Budget form, Delcam are to update year to enable entry of breakdown of costs (add new controls (text boxes) for new years and remove old year boxes) as appropriate, when instructed to do so by Leeds City Council.

c) On the Consultant Forecast Entry screen, Delcam are to update year to enable entry of breakdown of costs (add new controls (text boxes) for new years and remove old year boxes) as appropriate, when instructed to do so by Leeds City Council.

d) On the Efficiencies forms (Recording and Decision), Delcam are to change the drop down to add new years and remove old years as appropriate , when instructed to do so by Leeds City Council.

Signed
Delcam – PS-Team

Dated:

Signed
Leeds City Council

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