

SCHEDULE A1: Compliance Cloud Service Schedule

1. Definitions

1.1. In this Schedule the following words and expressions shall have the meanings set out below:

“Availability”	means, in relation to the Compliance Cloud: <ul style="list-style-type: none">i) the continuity and ability of the voice recording system to record inbound/outbound calls through the integrated communications system; andthe ability to successfully navigate to the landing page of the systems web interface.
“Billing Date”	means the commencement date for billing which may be three (3) months post the Effective Date for the Services, unless otherwise agreed.
“Overage Charges”	means the occurrence of additional Charges, payable by the Customer, where the minimum contracted limit/allowance for a Service has been exceeded.
“Return to Service”	means the time, excluding any Third Party Influences, from when an Incident is logged to the time when either (i) full service is restored; or (ii) service is restored to the point where the Incident can be categorised as no more severe than a Priority 3 Incident.
“Service Desk”	means the point of contact within Kerv (kcc-soc@kerv.com), via which all Service Requests will be raised and addressed as more particularly described in this Schedule.
“Sites”	means either the Customer’s virtual infrastructure which the Customer shall make suitable for integration into the Services or a physical site, where the Services are to be delivered.
“Service Request”	means a request from the Customer to Kerv for Services made by telephone or e-mail, in relation to an Incident, in accordance with the Service Levels.
“Supported Hours”	means times during which the Services are provided as set out in this Schedule.
“Support Services”	means the maintenance, break fix support Services as set out in this Agreement.

2. Service Overview

- 2.1. Compliance Cloud is a cloud-based Managed Service that provides businesses with secure and reliable recording, storage, and access to communication data to ensure compliance with various regulatory requirements. This service is delivered, managed, and operated by Kerv.
- 2.2. Compliance Cloud incorporates data aggregation features designed to meet multi-platform and multi-modality regulatory compliance, such as a unified data repository for communication data and support for video recording and screenshare. It can be integrated with Kerv's CDR reconciliation and assurance service, as well as Kerv's Unified Communication as a Service solution (such as Voxivo4Teams) to provide a call management, capture and archive solution.
- 2.3. To allow tailoring of Compliance Cloud, Kerv provides a number of pre-defined options to improve compliance management and operational efficiency as part of the Service. The Service can be further extended to incorporate additional features and services using custom options, as per the below 'Service Options' section.

Service Options

- 2.4. The Service Options are set out in the Service Description document available [HERE](#). The Service Option where procured and agreed in an Order will be delivered to the Customer.

3. Special Terms

- 3.1. Prior to any use of the Services the Customer hereby fully agrees to act in accordance with and fully adhere to the Suppliers third party (Verint) End User Licence Agreement ("EULA"). The Customer hereby indemnifies Kerv against any third party claims arising as a consequence of the Customer not acting in accordance with the EULA. For ease of reference the link to the EULA is [HERE](#).
- 3.2. The Customer acknowledges where they breach the EULA such will be deemed a material breach of this Agreement and such breach may result in the termination of the Services provided by the third party Verint.
- 3.3. The Customer acknowledges and agrees that during the provision and use of any Services provided by the third party Verint ; or their affiliates or personnel, may contact the Customer for business purposes.
- 3.4. For clarification, the Customer shall remain a Data Controller and the third party provider, its affiliates and/or personnel shall be Data Processors, in relation to the processing of any Personal Data. The Customer acknowledges and consents to the third party (Verint) sharing Customer Personal Data with its affiliates and personnel and that such may be shared outside of the EEA.
- 3.5. Any Services requiring third party involvement are subject to the Customer performing its obligations as set out in this Agreement and any mutually agreed implementation plan.
- 3.6. The Customer accepts that Kerv may be required to share this Agreement and the EULA with the respective third party providers of the associated Services. Furthermore, the Customer shall allow the appropriate third party provider to have reasonable access to audit and/or verify the usage of the third party product/services; to confirm general compliance with the terms and conditions of this Agreement and any associated EULA.

- 3.7. Kerv shall have no obligation to deliver the Cloud Compliance Services and shall otherwise have the right to withhold performance under this Agreement
- 3.7.1. to the extent it has knowledge any licences, permissions or other governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the Customer; or
- 3.7.2. if Customer is in arrears on any payments rightfully due or in otherwise breach of this Agreement or the EULA.
- 3.8. Kerv reserves the right, in its sole discretion and without prior notice to the Customer, to modify, discontinue, add, adapt or otherwise change any SaaS Service, design, specification; where such is a result of its third party providers acts/omissions.

Warranty

- 3.9. Kerv warrants that for a period of thirty (30) days after performance, the Services provided by the third party (Verint) were performed in a timely manner and professional manner by qualified personnel.
- 3.10. In no event will Kerv or its third party provider be liable where the Customer fails to
- 3.10.1. correctly install any updates or other modifications to the Services as requested, suggested and/or provided by Kerv (or the third party provider) to the Customer;
- 3.10.2. grant access and security authorisation;
- 3.10.3. provide necessary communication mechanisms;
- 3.11. Further exclusions to the warranty set out in this Agreement are where errors found and/or experienced are as a likely result of misuse or improper use of all or any part of the Services; modification, amendment, revision or change made other than as expressly agreed in writing by Kerv.
- 3.12. Any electrical failure, internet connectivity problems, data or data input, output integrity shall be deemed under the Customers exclusive control and sole responsibility and any resulting faults from same shall be excluded from any warranty provided.

4. Implementation Services

- 4.1. Any delivery dates for the implementation Services are estimates only and Kerv does not warrant the delivery schedule or accept any liability for late delivery.
- 4.2. If the Customer has failed to perform the Customer Obligations (as detailed within this Agreement) or any third party (other than a Kerv supplier or sub-contractor) over whom Kerv has no control causes any delay in the implementation Services which results in Kerv being exposed to additional third-party costs; Kerv may make an additional charge to the Customer to cover such additional costs.
- 4.3. Following execution of this Agreement Kerv shall, at Kerv's option, prepare project delivery documentation ("PDD"). Once prepared Kerv shall provide the draft documents to the Customer for the Customer's approval (such approval not to be unreasonably withheld or delayed). Where the Customer suggests changes to the PDD, Kerv shall act reasonably in considering and, where appropriate, amend the PDD to take account of the same.

5. The Customer's Obligations

- 5.1. The Customer shall, at its cost, prepare the Sites in accordance with the PDD and any reasonable instructions given by Kerv in preparation for the implementation Services and thereafter shall take whatever steps necessary or advisable to ensure the Site remains in a suitable condition to allow the implementation Services to progress in accordance with the agreed dates. This to include the provision of any required virtual infrastructure.
- 5.2. The Customer shall obtain all permissions, licences and consents necessary for the implementation Services at Customer Sites, and/or any other work to be carried out by Kerv. Kerv shall advise the Customer in writing if at any time Kerv become aware of any requirement for the Customer to have any such permission, licence or consents.
- 5.3. The Customer will provide Kerv with remote access to all essential areas of the Customer's network to enable the implementation and management of the Service. Kerv will work with the Customer to define the access methods, security and audit requirements to facilitate the protect the Customer and Kerv networks.

6. Service Level Agreements

- 6.1. The support Service offering from Kerv shall be in accordance with the Service Levels as set out in the 'Service Framework Summary' document available [HERE](#) and delivered to the Customer where procured and agreed in an Order.
- 6.2. The Order shall set out the procured Service Level. Where no Service Level has been indicated Support Services shall be provided as requested and agreed by the Parties.
- 6.3. The following table 6.3 provides the associated severity levels associated with an Incident:

Table 6.3

Severity Levels	Severity Description	Response Time	Resolution Time
Priority 1	An issue that has a severe impact on business or operations such that all Services are unavailable and/or or causing severe data loss or corruption. A Critical Issue would impact the entire platform and all users associated within it.	15 minutes	<4 hours
Priority 2	Service functionality is severely impaired. Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. Performance of our business and operations is impacted. A major issue would impact a complete recording lane. This would mean a full loss of redundancy on the platform. Regulatory users would still be able to make and receive calls, however only one lane would be captured.	30 minutes	<6 hours

Priority 3	Minor or cosmetic error with no serious adverse impact on the usability of the licensed Software.	120 minutes	<48 hours
Priority 4	Error not affecting normal business operations.	240 minutes	<72 hours
Reporting	Incident Report/Root Cause analysis document.	2 days (Pre-liminary Incident report)	7 days (Final Incident report)

Service Framework Summary

- 6.4. The Service Framework document is available in the supporting documentation section accessible [HERE](#) and provides information as to the Service definition and framework utilised by the Service Desk, as further set out in table 6.4 below:

Table 6.4

Reference	Service Section
K01	Business Requirement Definition
K02	Project Lifecycle
K03	Build to Run
K04	Incident Management
K05	Request Fulfilment
K06	Problem Management
K07	Access Management
K08	System Monitoring and Event Management
K09	Application Management
K10	Network Management
K11	Server Management
K12	Record and Retention Management
K13	License Provisioning
K14	Availability Management
K15	Information Security Management
K16	Capacity & Performance Reporting
K17	Change Management

K18	Service Asset and Configuration Management
K19	Release and Deployment Management
K20	Service Measurement and Service Reporting (Monthly)

7. Availability

- 7.1. The Service Levels and Availability set out in this Schedule will not apply if: the failure is due to the performance of the public internet; or through no fault of Kerv, it is unable to affect the necessary work at, or gain access to a Customer site or the Customer fails to agree an appointment date or work is aborted; or the Customer and Kerv agree a different timescale for performance of the Service.
- 7.2. Target Availability for the Compliance Cloud Services will be delivered as per the table below, depending upon the environment type.

Availability			
Environment	Period	Target %	Clarifications
Non-Production Environments	Mon - Fri, 0900 - 1700 excluding UK public holidays	95.0	Hosted development environment Service and UAT.
Production Environments	Mon - Sun, 0000 - 2359 excluding UK public holidays	99.5	Production environment Software and infrastructure only.

Availability Measurement

- 7.3. Tests of Availability will be conclusively determined by Kerv based upon the metric below:

Metric	Description	Interval	Target	Fault
HTTPS	Checks the web server is available by continually monitoring HTTPS connectivity on all nodes.	30 sec	5 sec.	30 sec.

- 7.4. In accordance with the above Availability measurement table, where two (2) consecutive 'Faults' occur, the Service may be potentially considered in a 'failed' state. Upon this finding, Kerv will classify the issue as a P1 incident, with resolution being defined as achieved once three (3) consecutive requests execute within the 'Fault' threshold.
- 7.5. All tests will be executed using Kerv's third party monitoring service provider, external to the Customer's infrastructure.
- 7.6. The following shall not be considered when calculating Availability, whether instigated by Kerv or a third party:
- 7.6.1. scheduled maintenance work;
 - 7.6.2. Emergency Maintenance work;

- 7.6.3. backup windows;
- 7.6.4. any matter affecting Availability demonstrated to be the result of an Excused Delay;
- 7.6.5. any unavailability period caused by unexpected demand, regardless of its nature; and
- 7.6.6. any period whereby the monitoring Service is unavailable, but the Service can be demonstrated as available by other means.

8. Major Version Upgrades

- 8.1. The following sub-paragraphs shall apply as relevant and appropriate to the type of solution deployed by Kerv:
 - 8.1.1. Single/Private Tenancy Solution: Upgrades to the Compliance Cloud Services will be chargeable to the Customer and treated as a project in the normal way. The Customer should expect Charges in the execution of such an upgrade project. Kerv will install major version upgrades within a planned maintenance window following consultation with the Customer.
 - 8.1.2. Multi-Tenancy Solution: Upgrades to the Compliance Cloud Services will not be chargeable to the Customer but will be treated as a project in the normal way. Kerv will install major version upgrades within a planned maintenance window following consultation with the Customer.

9. Scheduled and Emergency Maintenance

Scheduled Maintenance

- 9.1. Planned outages may be required, including hardware and/or software for scheduled network maintenance and upgrade activities. Kerv will advise the Customer of the planned outages prior to the work commencing. A maintenance notification will be sent to the Customer providing as much notice as reasonably possible. For the avoidance of doubt, any outages that do occur as a result of such planned maintenance, will not affect Availability levels.

Emergency Maintenance

- 9.2. It may be necessary from time to time to carry out emergency maintenance to the Services in order to maintain appropriate levels of service quality and to provide where possible, minimum impact to the Customer. However, for such events it may not be possible to provide the Customer with advance notification, although we aim to inform the Customer of such works carried out within four (4) hours of the activity. For the avoidance of doubt, any outages that do occur as a result of such unplanned maintenance, will not count towards the provision of service credits or towards Availability levels.

10. Change Management Process

- 10.1. Kerv shall facilitate and execute configuration changes across the Managed Services in the Azure environment, this includes standard, normal, emergency, and retrospective changes.

Additional User Subscriptions

- 10.2. Subject to clause 18.2 and 18.3 , the Customer may, from time to time during any Term, purchase additional User Subscriptions in excess of the number set out the Documentation and Kerv shall grant access to the Services to such additional Authorised Users in accordance with the provisions of this Agreement.
- 10.3. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Kerv in writing at kcc-soc@kerv.com or such other email address specified from time to time with as much notice as is reasonably possible. Kerv shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where Kerv approves the request, Kerv shall activate the additional User Subscriptions within thirty (30) days of its approval of the Customer's request; and such additions may require the Customer to agree a new contract for same. If Kerv approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within thirty (30) days of the date of Kerv's invoice, pay to Kerv the relevant fees for such additional User Subscriptions as set out in the Order. Where additional User Subscriptions are purchased by the Customer part way through the Initial Term or any Renewal Term (as applicable), such fees shall be pro-rated from the date of activation for a minimum of twelve (12) months irrespective of whether such is in the Initial Term or a Renewal Term.
- 10.4. For the avoidance of doubt the minimum term for the Services, irrespective of whether such derive from additional User Subscriptions, shall be no less than twelve (12) months. In the event the Customer does not wish to renew the Compliance Cloud Service at the end of the Initial Term or any Renewal Term, any Charges paid in advance for this Service shall in no event be refunded to the Customer.

11. Charges

Implementation Charges

- 11.1. The Customer may incur 'one-off' set up Charge(s) ("**Implementation Charges**") for the Service creation and migration of any legacy data.
- 11.2. The Implementation Charges shall be invoiced 100% for the Services set out in the Order(s); such invoicing shall be issued on the earlier of i) signature of the Order form or ii) the commencement of delivery of the Services.
- 11.3. Where the Customer wishes to move from one Site to another or upgrade the Services, Kerv shall endeavour to move the Services for the Customer. There shall be an Implementation Charge applied for this.
- 11.4. Where an engineer is:
- i) turned away from a Customer Site, and/or
 - ii) is unable to access, and/or
 - iii) is unable to complete the installation work

a revisit will be a chargeable event. Cost to be confirmed based on Site location and work duration required.

- 11.5. Customers may choose to add to the system during this Agreement. The price for additional Users is subject to minimum and maximum constraints. The provision of additional Users does not attract an Implementation Charge but will require a commitment to a recurring Charge, for either i) a minimum of twelve (12) months, or ii) the remainder of the Initial Term.
- 11.6. Kerv shall have the right to invoice with no contingency upon any UAT/SAT or backstop dates, save where agreed otherwise in writing, via a variation agreement to this Agreement. The Customer shall not unduly withhold or delay payment for any Charges.

Recurring Charges

- 11.7. Kerv shall invoice the Operational Services in respect to:
- i) support of Customer equipment annually in advance;
 - ii) the Minimum Commitment element of all other Recurring Charges shall be invoiced annually in advance (or as otherwise determined on the Order form). In the event such is not identified on the Order form, payment shall be invoiced annually in advance.
 - iii) all Overage Charges for any element of the Service, as detailed in the Order, pursuant to paragraph 11.8 below shall be invoiced monthly in arrears as set out in the practical explanation below:

Where additional licences are utilised and Overage Charges occur; the Customer will be invoiced for those additional licences:

- i) monthly in arrears; and
- ii) the invoiced sum shall be for the full remaining term up to the annual anniversary of either the Service Commencement Date or the Renewal Date.

Kerv reserve the right to pass on to the Customer any Charges reasonably incurred in the delivery of the Services when such charges are incurred by Kerv (inclusive of Overage Charges).

- 11.8. Kerv shall perform a monthly ‘true up’ of the Overage Charges for this Service, which shall be invoiced to the Customer for the respective pre-rated sum as set out in paragraph 11.7 above.

Minimum Commitment

- 11.9. The Minimum Commitment to be applied for these Services shall be indicated on the Order and the appropriate Minimum Commitment terms, shall be applied as set out below.
- 11.10. Where the licences are procured, the following Minimum Commitment shall be applied.

The Minimum Commitment

The Charges set out in this Schedule are payable in accordance with this Agreement and the Order throughout the Initial Term. The Customer undertakes to achieve a minimum total of the Charges as set out in the Order(s), which shall align to the number of Users and increase accordingly with the number of Users (as appropriate over time); for the Compliance Cloud Services (the “**Minimum Commitment**”) by the commencement of the Billing Date. Where there are multiple User types, such shall be Charged as set out in the Order(s). In the event the Order does not set out the variety of user type Charges, Kerv’s standard Charges for such

shall apply. For the avoidance of doubt, where the Customer has in excess of ten (10) employees any such increase shall not apply in accordance with OFCOM regulation. CPI will be applied annually to the Minimum Commitment upon the renewal of Service.

What happens If I don't meet the Minimum Commitment?

- 11.11. In the event the Customer has not commenced payment of the Minimum Commitment by either the commencement of the Initial Term or the Billing Date, the Parties hereby agree Kerv may commence billing. The number of Users to be invoiced, as of the Billing Date shall be the agreed number of Users set out within the Order form. The billing shall continue from the Billing Date, irrespective of whether such Services are used by the Customer.

What happens when we meet the Minimum Commitment?

- 11.12. Where additional subscription users are added over and above the Minimum Commitment the Minimum Commitment shall increase to reflect such additions, at the Renewal Date. The Minimum Commitment for the Renewal Term shall include the additional subscription users and such shall be agreed between the Customer and Kerv prior to the Renewal Date.
- 11.13. After commencing payment of the Minimum Commitment, the Customer undertakes to maintain payments until the Minimum Commitment for the Initial Term and/or any Renewal Term has been reached.

What happens if we exceed the agreed allowance/limit of the Service?

- 11.14. In the event the Customer 'self-serve's', thereby increasing (above the agreed sum set out in the Order) the additional subscription Users without any Kerv intervention and/or where such users are not captured within any Order; such additional users will result in an Overage Charge.
- 11.15. In the event the Customer performs the act of self-serving, such may incur Charges where the licence requirement is no longer required and/or performed in error. The Customer hereby acknowledges any self-serving of licences shall be done so at their commercial risk.
- 11.16. The storage of Customer data in relation to any recording for the Compliance Cloud Services shall be as set out in the Order(s). In the event such storage is exceeded, Overage Charges shall apply. For clarification the retention period for storing the data shall be seven (7) years from receipt of the data by Kerv.

12. Cease Notification Process

- 12.1. For the avoidance of doubt the Customer is not able to terminate any element of this Compliance Cloud Service for convenience.
- 12.2. Subject to the Data Protection provisions, in the event the Customer ceases a Service as a whole, Kerv shall remove all data from its systems in relation to the Customer and the Service within six (6) months of the agreed cease date. In the event, the transition of data is required by the Customer, such may be subject to a management fee to continue storage of the data and a transition fee for such.

13. Sale/Supply of Goods

- 13.1. Where Customer procures goods (including adjunct items), from Kerv the following provisions shall apply:

- 13.1.1. In the event the goods are agreed to receive support and/or maintenance Services and no Service Commencement Date is identified on the Order, for the commencement of such Services; the date upon which support and/or maintenance Services commence shall be the Service Commencement Date, on a per item basis. For clarification each deliverable may have differing Service Commencement Dates.
 - 13.1.2. Goods not supplied by Kerv will only be taken into support upon Kerv confirming such is possible and upon Kerv's maintenance acceptance tests being completed.
 - 13.1.3. Any delivery dates for goods are estimates only and Kerv does not warrant the delivery schedule or accept any liability for late delivery.
 - 13.1.4. Kerv shall supply, install and configure the goods as set out in an Order.
- 13.2. Where any goods becomes End of Life, the Customer agrees that Kerv shall at its option: (a) cease support on such goods after serving reasonable notice to the Customer; or (b) continue to provide support on a reasonable endeavours basis. Where such support continues, replacement items will only be provided where Kerv has such in stock. In no event will enhancements, upgrades or new software be provided on such items, unless otherwise agreed.
- 13.3. The Customer agrees that any Service Levels shall not apply to such goods that become End of Life.