

Dated

30th April 2025

Manchester Central Convention Complex Limited

- and -

CTI Digital Limited

SERVICES AGREEMENT



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THIS AGREEMENT is dated

30th April 2025

PARTIES

Manchester Central Convention Complex Limited, incorporated and registered in England and Wales with company number 00953285 whose registered office is at Windmill Street, Petersfield, Manchester, M2 3GX (**Manchester Central**)

CTI Digital Limited, incorporated and registered in England and Wales with company number 04884651 whose registered office is at South Central, 11 Peter Street Manchester, M2 5QR (**Service Provider**).

BACKGROUND

- (A) Manchester Central is the owner and operator of an events and exhibitions complex which provides facilities to third parties for the holding of events, conferences, and exhibitions.
- (B) Manchester Central wishes to receive from the Service Provider the Services (as defined below) and the Service Provider hereby agrees to provide the Services on the terms and conditions of this agreement.

AGREED TERMS

1. Interpretation

- 1.1** In this agreement (which expression includes the recitals, the schedules, and any attachments hereto) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Business Day: a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

Commencement Date: the date from which the Service Provider will commence provision of the Services, being 1 May 2025.

End Date: 29th May 2027 or such other date of termination or expiry if the agreement is terminated early in accordance with its terms.

Month: a calendar month.

Personnel: all employees, staff, other workers, agents, and consultants of the Service Provider and of any sub-contractors who are engaged in the provision of the Services from time to time.

Premises: Manchester Central's events and exhibition complex at Windmill Street, Petersfield, Manchester, M2 3GX.

Service Charges: the charges levied by the Service Provider in accordance with the tariffs, scales, charges, invoicing methods and terms of payment set out in this agreement and Schedule 2 (as varied from time to time).

Services: the services described in Schedule 1 (Services) together with any ancillary services to be provided by the Service Provider to Manchester Central in accordance with the provisions of this agreement (as varied from time to time).

Target Performance Standards: means any and all target performance standards as may be detailed in Schedule 1 from time to time upon signed written agreement of the parties.

Timescales: means any and all target timescales for performance of the Services as may be detailed in Schedule 1 from time to time upon signed written agreement of the parties.

VAT: value added tax.

Year: any successive period of 12 months measured from the Commencement Date or any anniversary of the Commencement Date.

- 1.2 The headings in this agreement do not affect its interpretation. Save where the context otherwise requires, references to sub-clauses, clauses, and schedules are to sub-clauses, clauses, and schedules of this agreement.
- 1.3 Unless the context otherwise requires:
- (a) references to Manchester Central and the Service Provider include their permitted successors and assigns;
 - (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
 - (c) references to any gender include all genders and use of the singular includes the plural and vice versa.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in any schedule, the provision in the body of this agreement shall take precedence.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. Services

The Service Provider will provide the Services to Manchester Central with effect from the Commencement Date until the End Date and in accordance with the provisions of this agreement.

The Service Provider shall, at its own cost, provide all necessary Personnel, equipment, and other resources to provide the services in accordance with this agreement.

3. Service provider obligations

3.1 The Service Provider shall, and shall (where applicable) procure that its Personnel shall:

- (a) co-operate with Manchester Central and comply with all reasonable and lawful instructions of Manchester Central in all matters relating to the Services;
- (b) use its reasonable endeavours to achieve any applicable Timescales and Target Performance Standards.
- (c) use only Personnel who possess a degree of skill, training and experience which is appropriate to the tasks to which they are allotted;
- (d) provide all equipment necessary to provide the Services and ensure that all equipment used is to the standard, quality, condition, and quality as would reasonably be expected to be used by a professional and experienced provider of services of a nature similar to the Services;
- (e) provide the Services with reasonable skill and care, in a workmanlike and professional manner and in accordance with the best practice prevailing in the relevant industry from time to time. Where an appropriate British standard specification or British standard code of practice issued by the British Standards Institute is applicable, all goods or equipment used and all workmanship shall, as a minimum requirement, be in accordance with that standard and the equivalent European standard, without prejudice to any higher standard required by this agreement;
- (f) provide the Services in compliance with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including but not limited to, all statutory requirements relating to health and safety at work
- (g) comply, to the extent that such are relevant, with Manchester Central's policies, rules, procedures, and standards listed in Schedule 3 (Policies) and all other policies, rules, procedures, and standards of Manchester Central which apply to persons permitted access to Manchester Central's premises, in each case as the same are in force from time to time and are notified to the Service Provider; and
- (h) implement and maintain a properly documented system of quality control and quality assurance in respect of the Services

3A. Manchester Central Obligations

- 3A.1** Manchester Central shall, and shall (where applicable) procure that its Personnel shall:
- (a) co-operate with the Service Provider in all matters relating to the Services;
 - (b) provide to the Service Provider in a timely manner all documents, data, information, items and materials in any form (whether owned by Manchester Central or a third party) required under Schedule 1 or otherwise reasonably required by the Service Provider in connection with the Services and ensure that they are accurate and complete in all material respects; and
 - (c) provide access at reasonable times to all key individuals at Manchester Central, as reasonably required by the Service Provider in connection with the Services.
- 3A.2** The Service Provider shall not be liable for any delay or failure to provide the Services if the Service Provider's performance of its obligations under this agreement is prevented or delayed by any act or omission of Manchester Central, its agents, subcontractors, consultants or employees (including by failure to provide any dependencies set out in this agreement).

4.Services quality and monitoring

- 4.1** The Service Provider shall provide to Manchester Central such reports as Manchester Central may reasonably require in relation to the performance of the Services, including in relation to the attainment of any Target Performance Standards and Timescales.

5.Access to the Premises

- 5.1** Manchester Central shall allow persons, duly authorised by the Service Provider, such access to the Premises as is reasonably required for the purpose of providing the Services.
- 5.2** The Service Provider shall ensure that its Personnel access only those areas of the Premises which are reasonably required for the purpose of providing the Services and use the Premises for the sole purpose of providing the Services.
- 5.3** Authorisation and access procedures will be agreed between Manchester Central and the Service Provider from time to time. The Service Provider's right of access will terminate upon termination of this agreement.
- 5.4** The Service Provider be responsible for the safekeeping of any keys, passes and other means of access provided to the Service Provider by Manchester Central and shall only permit such keys, passes and other means of access to be given to those of the Service Provider's Personnel whose names have been supplied to Manchester Central and then only to the extent required for purposes associated with this agreement. In addition, the Service Provider shall ensure that Manchester Central is informed immediately of the loss of any keys,

passes or other means of access and shall reimburse to Manchester Central any cost of replacement.

6. Service Charges and payments

- 6.1** In consideration of the provision of the Services by the Service Provider, Manchester Central shall pay to the Service Provider the Service Charges.
- 6.2** On signature of this agreement and then subsequently at the start of each quarter, the Service Provider shall submit to Manchester Central a VAT invoice correctly rendered in relation to the Services to be provided in that quarter.
- 6.3** Manchester Central shall pay such invoices within 30 days from the date of the invoice.
- 6.4** All Service Charges and payments to be made by Manchester Central under this agreement are stated exclusive of VAT which shall be paid by Manchester Central at the rate and from time to time in the manner prescribed by law.
- 6.5** If any sum payable under this agreement is not paid within 15 days of the date due, the party to whom the same is due reserves the right to charge interest from the date due for payment to the actual date of payment at the rate of 3% above the base rate of HSBC from time to time in force.
- 6.6** The Service Charges and such other amounts expressed to be payable by Manchester Central under this agreement shall constitute Manchester Central's entire payment liability to the service Provider under this agreement.
- 6.7** The Service Provider shall at all times during this agreement use all reasonable endeavours to identify potential cost savings relevant to the provision of the Services (including, without limitation, reductions in labour rates or by sourcing equipment from suppliers with competitive rates) without compromising quality and to share the benefit of such cost savings with Manchester Central on an equitable basis.

7. Assignment and subcontracting

- 7.1** Manchester Central may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under this agreement.
- 7.2** The Service Provider shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of Manchester Central.
- 7.3** The Service Provider shall not subcontract the whole or any part of its obligations under this agreement without the express prior written consent of Manchester Central. Sub-contracting will only be permitted subject to any conditions reasonably required by Manchester Central and shall not relieve the Service Provider of any of its obligations under this agreement.

8. Confidentiality

- 8.1** Except as required by law, both parties shall procure that all confidential information disclosed by one party to the other in accordance with this agreement or which may at any time until termination of this agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this agreement and then only under appropriate confidentiality provisions approved by the other party. For the purposes of this agreement information relating to business, affairs, operations, clients, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party or its clients are hereby deemed to be confidential information. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.
- 8.2** Without prejudice to the Service Provider's obligations under this clause 8, the Service Provider shall procure that each of its Personnel involved in the provision of the Services under this agreement to whom the Service Provider discloses confidential information that has been disclosed to it by Manchester Central shall comply with and shall enter confidentiality obligations that are equivalent to those in this clause.

9. Data Protection

- 9.1** To the extent that any personal data (within the meaning of the Data Protection Act 1998) belonging to Manchester Central comes into the possession or control of the Service Provider in the course of providing the Services and the Service Provider is acting as a Data Processor (within the meaning of the Data Protection Act 1998), the Service Provider:
- (a) shall process such data and information only in accordance with Manchester Central's instructions;
 - (b) shall not transmit such data and information to a country or territory outside the European Economic Area without Manchester Central's express consent; and
 - (c) shall take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to Manchester Central as data controller.
 - (d) shall process data in accordance with Manchester Central's privacy policy and data protection policy

10. Anti-bribery

- 10.1** The Service Provider shall (and shall ensure that its Personnel shall) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

- 10.2** The Service Provider shall not engage in any activity, practice, or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 10.3** Breach of this clause 10.3 shall be deemed a breach of a material obligation under clause 14.3(a).

11. Indemnity

- 11.1** To the extent permitted by law, Manchester Central excludes any liability for any injury to persons entering the Premises with the Service Provider's authorisation or for any loss or damage caused to property brought onto the Premises by the Service Provider or such persons. The Service Provider hereby indemnifies Manchester Central against all and any damage to the Premises and its contents caused by persons entering the Premises with the Service Provider's authorisation.
- 11.2** The Service Provider shall indemnify Manchester Central in full for and against all compensation, costs, expenses or liabilities whatsoever, whenever and howsoever arising incurred or suffered by Manchester Central including without limitation all legal expenses and other professional fees together with any VAT thereon in relation to any claim made against Manchester Central in respect of any liability, loss, damage, injury, cost or expense sustained by Manchester Central's employees or agents or by any client or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of negligent performance of this agreement by the Service Provider, its officers or employees, or its sub-contractors.
- 11.3** The Service Provider shall indemnify Manchester Central in full for and against all compensation, costs, expenses or liabilities whatsoever, whenever and howsoever arising incurred or suffered by Manchester Central including without limitation all legal expenses and other professional fees together with any VAT thereon in relation to any claim made against Manchester Central in respect of any breach of data belonging to Manchester Central to the extent that such breach of data was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by the Service Provider, its officers or employees, or its sub-contractors.

12. Insurance policies

- 12.1** The Service Provider shall maintain in force the following insurance policies:
- (a) Public Liability Insurance Policy - limit £10 million per claim and without limit as to the number of claims in any period; and
 - (b) Employers Liability Insurance Policy - limit £10 million per claim,
 - (c) Professional Liability Insurance - limit £5 million per claim,

and shall ensure that the appropriate noting of Manchester Central's interest has been recorded on the policies or a generic interest clause has been included and shall on the written request of Manchester Central from time to time provide Manchester Central with copies. On the renewal of each policy, the Service Provider shall promptly send a copy of the premium receipt to Manchester Central.

12.2 The Service Provider shall, during the term of this agreement, and for a period of one year thereafter:

- (a) administer the insurance policies and the Service Provider's relationship with its insurers at all times to preserve the benefits for Manchester Central set out in this agreement;
- (b) do nothing to invalidate any such insurance policy or to prejudice Manchester Central's entitlement thereunder; and
- (c) procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to Manchester Central of the policies as provided at the Commencement Date.

13.Limitation of liability

13.1 Subject to clause 13.3, the liability of each party under or in connection with this agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:

- (a) for loss of or damage to physical property, the limit for any one or series of connected events shall be £1 million
- (b) for any liability that is indemnified in this agreement, £1 million in each Year;
- (c) for any other liability, the aggregate liability shall be the amount of charges paid or payable in each Year.

13.2 Subject to clause 13.3, neither party shall be liable for any indirect or consequential loss.

13.3 Neither party limits its liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud by it or its employees;
- (c) for any other act or omission, liability for which may not be limited by law;

14.Termination

- 14.1** Without affecting any other right or remedy available to it, Manchester Central may, without liability to the Service Provider, terminate this agreement at any time by giving 90 days written notice to the Service Provider.
- 14.2** Without affecting any other right or remedy available to it, this agreement may be terminated by Manchester Central with immediate effect by giving written notice to the Service Provider, in the following circumstances:
- (a) If there is a change of control (as defined in section 1124 of the Corporation Tax Act 2010) of the Service Provider to which Manchester Central reasonably objects.
- 14.3** Without affecting any other right or remedy available to it, this agreement may be terminated by either party, with immediate effect from service on the other of written notice, in the following circumstances:
- (a) upon a breach of any material obligation under this agreement which, if capable of remedy, has not been remedied by the party in breach within 7 days of receipt of notice so to do;
 - (b) upon a breach of any material obligation under this agreement which is incapable of remedy.
 - (c) if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over, or an encumbrancer takes possession of any of the other's property or equipment; and/or
 - (d) if the other party ceases or threatens to cease to carry on business in the United Kingdom.
- 14.4** If this agreement is terminated by Manchester Central in accordance with clauses 14.2 or 14.3 such termination shall be at no loss or cost to Manchester Central and the Service Provider hereby indemnifies Manchester Central against any such losses or costs which Manchester Central may suffer as a result of any such termination for cause provided that Manchester Central will be responsible for any obligations and liabilities incurred up to the date of Termination.
- 14.5** On termination of this agreement, any clauses that expressly or by implication are intended to survive termination shall continue in force.
- 14.6** Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

15.Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.Cumulation of remedies

Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

17.Severability

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed to be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.Variation

No variation of this agreement shall be effective unless it is in writing and signed by both of the parties (or their authorised representatives).

19.Partnership, agency and tenancy

Nothing in this agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this agreement.

20. Rights of set-off

If any sums are due to Manchester Central from the Service Provider, Manchester Central shall be entitled to exercise the right to set-off such sums against any Service Charges due to the Service Provider in relation to this agreement.

21. Third party rights

No term of this agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this agreement.

22. Notices

- 22.1** Notices shall be in writing and shall be sent to the relevant party at the address set out for such party in clause 22.3, or such other address as may be notified to the other party in accordance with this clause.

22.2 Notices may be sent by first-class mail or facsimile transmission or email provided that facsimile transmissions and emails are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions and emails shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

22.3 The address for service, as referred to in clause 22.1, is:

(a) To Manchester Central:

Windmill Street, Petersfield, Manchester, M2 3GX

Email: l.day@manchestercentral.co.uk

FAO: Louise Day

Marketing and Communications Director

(b) To the Service Provider:

CTI Digital Limited

South Central, 11 Peter Street

Manchester, M2 5QR

Email: legal@ctidigital.com

FAO: Head of Legal

23. Entire agreement

23.1 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

23.2 Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.

24. Announcements and publicity

The Service Provider shall not make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of Manchester Central (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory activity (including,

without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

25. Governing law and jurisdiction

This agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English Courts.

26. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 (Services)

- Manchester Central's core website: <https://www.manchestercentral.co.uk/> will be hosted by the service provider including 24/7 hosting support as set out in this Schedule 1. The website server chosen by the service provider should be best suited to Manchester Central's requirements and be based in the United Kingdom. Any hosting service backup solution in place must also be housed in the United Kingdom.

Both the technical performance of the hosting servers and client services / account manager support put in place by the service provider will be provided as set out in this Schedule 1. In addition to the Manchester Central website, the service provider will also provide hosting for two dormant websites (both Drupal). These websites will require hosting until a decision is made regarding relaunching at which time a new agreement would be put in place.

- General website maintenance in relation to Critical and Reactive issues and security updates for the Drupal based site (each as set out in this Schedule 1).
- A forward look and recommendations in relation to upcoming development that would enhance the website and our user experience (either accommodated within allotted development hours or agreed as a separate project fee based on the day rate provided at point of contract)

Provide full administrator access to the Content Management System to a pre-defined group of Manchester Central staff, allowing them to make changes to content, layout and website functions in-house, in accordance with specified website structure

Maintain 'data protection by design' to ensure we are meeting and exceeding GDPR regulations across the website when capturing data as well as integrating with other systems.

During this contract period the service provider will have monthly reviews with a Manchester Central Marketing representative to monitor the service offered and discuss the evolving needs of the business, ensuring the website is continuing to support these.

Service Overview

This page summarises the components and service levels which constitute the Services being provided by the Service Provider.

Supported application(s)	<p>Drupal installation (1 domain) https://www.manchestercentral.co.uk</p> <p>Dormant sites (2 domains, data retention at this stage) https://www.thetownhallmcr.co.uk http://www.centrallibrarymcr.co.uk</p>
Hosting provider	CTI Digital Hosting

Critical Support	Foundation Level Support
Reactive Support	5 hours per month
Atlassian licences	2 user licences
Code governance/platform	CTI Digital Platform only
Onboarding	Health check and application onboarding required, with hosting setup
Estimated Commencement Date of the Services	Onboarding: 06 May 2025 Critical and Reactive Support: 20 May 2025

CTI Hosting

CTI Hosting infrastructure is provided by Amazon Web Services. This specification is estimated based on the knowledge the Service Provider has so far and is subject to change following the completion of the health check.

Traffic Profile

The hosting solution is designed specifically around the application architecture and intended to cater for approximate traffic levels at the time of writing.

Date range	Peak page views/ year	Users/ year	Avg. page views per user
Previous 12 months from April 2025	348,000	3.2	139

Future changes to the site or traffic levels which affect server load (e.g. significant increases in traffic or changes in the ratio of logged in/anonymous visitors) may require a review of the architecture and capacity and may result in additional charges.

Architecture

The following instances will be maintained by the Service Provider within the AWS infrastructure:

Component	Instance type / specification
EC2	EC2:m6g.xlarge (4 vCPU, 16G RAM, 100G storage) - single instance

The AWS platform is cloud-based, allowing components to be scaled or added in future (at additional cost) to cope with increased demand if necessary. The Service Provider periodically reviews infrastructure and makes optimisations where appropriate. All instances are provisioned within the AWS EU-WEST region. Manchester Central will be liable for any additional costs incurred due to an increase in AWS platform costs or in respect of additional hosting infrastructure required by Manchester Central.

Management / Access

The hosting solution will be provisioned and fully managed by the Service Provider, who will be the sole party with access to servers and infrastructure.

Software Updates

The Service Provider will proactively apply security patches for hosting software and services as they are released. Any required downtime to the site(s) will be communicated and arranged in advance.

Monitoring

The Service Provider will monitor the following aspects of the hosting environment:

- Infrastructure metrics including CPU load, free disk space and available memory
- Availability of the software service such as the web server and database.

Application monitoring is provided by the Critical Support service.

The Service Provider's on-call hosting engineers respond to automated alerts and can restart hosting services as appropriate to bring Manchester Central's site back online. Issues which require application-level support from the development team are covered by the Critical Support service (see below).

Backups and Disaster Recovery

The application and database are backed up daily to an on-site location, with backups retained for 28 days.

In the event of a database corruption, or should the application database(s) and/or content files require restoration for any reason (identified during work on a critical issue), a database/content backup can be restored within 2 hours.

The lead time is longer if server infrastructure needs to be reprovisioned and will be undertaken within office hours. Once instances are re-provisioned and tested, the latest build of the application is deployed, and database(s)/content are restored from the most recent suitable backup.

Critical Support

The Service Provider's Critical Support service monitors Manchester Central's website continually to keep it operational. The Service Provider's team of dedicated support technicians are available to respond to critical issues - either as a result of monitoring alerts or issues raised by Manchester Central - with guaranteed response times, under the service levels set out below (SLA).

Applicable Environments

Critical Support covers the production environment only. Non-production environments (which are not public and used for testing/staging work) are not covered by the Critical Support service.

Application Access

Manchester Central agrees to grant the Service Provider full access to all relevant application administration interfaces and necessary access to third-party services which integrate with the supported application(s).

Application Security Updates

The Service Provider will review application security updates as they are released. Updates which the Service Provider deem to affect limited areas of the code and do not conflict with other modules or bespoke code will be prepared for deployment under the Critical Support service. If work is required to fix compatibility issues with the application, or the Service Provider determines that the update(s) warrant smoke testing of the application, the Service Provider will inform Manchester Central and handle this work as separately costed/managed development work.

Application version upgrades require more significant development and testing activity. The Service Provider will notify Manchester Central of the next two upgrades of this nature in advance according to the vendor roadmap and proactively agree with Manchester Central for upgrades to be undertaken as separately costed/managed development work, to ensure the application remains up-to-date and supported by the vendor. The Service Provider will also advise if similar upgrade work is necessary to ensure any third party modules/extensions used by the application remain fully supported.

Application Monitoring

The Service Provider will monitor the application via uptime checks of key pages and user journeys.

Raising Issues

Manchester Central will be given access to the Service Provider's Atlassian Jira issue management system to raise, track and manage issues.

Alerts from monitoring systems automatically raise a Jira issue and bring it to the attention of the Service Provider's team for review.

Critical issues raised by Manchester Central must be reported via phone call to the Service Provider's dedicated support line. Issues reported via any other channel do not qualify for the SLA response definitions outlined below.

Qualifying Criteria

Issues qualifying for Critical Support are defined as follows:

- One or more site(s) is/are completely unavailable to visitors and/or administrators
- Where relevant, the cart/checkout process is broken for all customers (e.g. because of a problem with a payment gateway).
- Performance is at a level which prohibits administrators or visitors from using the site for a prolonged period of time (page load times consistently over 15 seconds for a period of 5 minutes or more).

Work Included

The Service Provider will restart services or instances within the hosting infrastructure and restore from a backup where necessary, to reinstate site availability in the event of downtime, under the Critical Support service. Any further work required to resolve a critical issue will be covered by the Reactive Support retainer if available, or otherwise invoiced separately on a time and materials basis according to Manchester Central's Rate Card.

SLA Response

Initial triage/response is available during office hours. If appropriate, a service restart/restore will be attempted within 30 minutes of an issue being raised. The Foundation Service offers 1 hour of fixed time to work on any issues and the work required to fix the issue or address the root cause will take place within office hours and Manchester Central Reactive Support retainer will be used to cover any additional time above the 1 hour of first investigation.

Reactive Support

The Reactive Support service provides a monthly retained resource allocation for minor changes, fixes and application assistance.

Monthly Allocation

Manchester Central's monthly Reactive Support allocation is defined in the Service Overview within Schedule 1 of this contract.

Work on Reactive Support issues by all members of the Service Provider's team (including first-line triage) is undertaken on a Time and Materials basis. The actual time spent will be deducted from Manchester Central's allocation (regardless of any estimates given in advance).

Unused hours each month can roll over into the following month. The maximum accrual is double Manchester Central's monthly allowance.

The agreed monthly allowance cannot be brought forward. Manchester Central may purchase additional Reactive Support resource in the current month (subject to availability), without changing Manchester Central's agreed monthly allocation.

Once Manchester Central's monthly allocation is reached, all Reactive Support issues will be placed on hold until either additional resource is purchased, or the allocation is renewed the following month.

Tracking Usage

Manchester Central can review usage of Reactive Support allocation at any time via an online dashboard.

Raising Issues

Manchester Central will be given access to the Service Provider's Atlassian Jira issue management system to raise, track, and manage issues.

Qualifying Criteria

Reactive Support work covers bug fixes, minor changes or application assistance. Examples include:

- Assistance with content management (e.g. changes to text, images or media on the site)
- Changes to hard-coded content within a template (not editable via the CMS)
- A change to validation rules on a web form
- Fixing a bug requiring a minor code change
- Modifications to site configuration, such as the payment gateway in a commerce site
- A specific page rendering issue with a particular browser/device

Reactive Support work is undertaken solely by a Support Technician and/or System Administrator. The Service Provider will determine whether the work is suitable to be completed under Reactive Support when the issue is raised. If an issue or request involves more significant development work, including scoping, planning and QA testing activity, the Service Provider will inform Manchester Central and offer for the work to be costed and undertaken separately.

Approvals

The Service Provider will work on issues based on Manchester Central's prioritisation, recorded in the Service Provider's Atlassian Jira system.

SLA Response

- Initial triage/response will commence within 3 working hours of the issue being raised
- Work to resolve the issue will commence within 3 working days of the issue being raised

All Reactive Support work takes place during 9am - 5pm. If multiple Reactive Support issues are raised, the Service Provider will ask Manchester Central to prioritise and issues will be addressed in the agreed order. The SLA response times apply only to the current highest priority issue.

CTI Digital Development Platform

The Service Provider will provision and manage the following on the CTI Digital Development Platform:

- Three non-production environments for releases to be tested and approved
- Code repositories
- Continuous Integration software to automatically build and deploy code

Onboarding

When providing support services to cover an externally developed application, the Service Provider reviews the code base and hosting environment to understand the application, find potential problems and identify any necessary remedial work. Code is then migrated to the Service Provider's development platform - and a hosting migration undertaken, if required - before support and hosting provision begins.

Health Check

The Service Provider will schedule a health check of the existing platform, to prepare for service provision and establish any remedial work necessary before the Service Provider can support the site.

In order to undertake the health check, the Service Provider require:

- Sufficient access to the existing hosting environment in order to audit the platform
- Access to the existing Git repository containing the code base(s), if available
- Access to Google Analytics or another source of traffic data to understand visitor patterns
- Administrator login details, for a user with full administrative permissions to the site
- Documentation for any non-standard integration with any third party systems
- The ability to ask questions of the incumbent developers to gain an understanding of undocumented areas of the system, if necessary
- A list detailing known existing problems with the platform(s) (including any performance/availability issues)

Once approved, the health check will be completed (usually within 2 weeks). Details of any key findings and necessary remedial action will be supplied, along with a proposal for implementation of the remedial work. The process also allows the Service Provider to compile the documentation necessary for the Service Provider's team to provide support, development and maintenance services.

Onboarding Process

Following sign-off of this contract, the Service Provider will:

1. Request the necessary details for us to start the onboarding process (above).
2. Schedule and undertake a health check.
3. Migrate code to our development platform and restructure it as necessary.
4. Configure local development and non-production environments.
5. Provision and configure a production hosting environment or configure deployments to the existing production environment as applicable.
6. Arrange a support orientation session - in person or via screen share - to run through the practical aspects of our support services work.
7. Discuss any urgent issues and, if necessary, schedule a support/development phase to address them after the onboarding process is complete.
8. Deliver an onboarding report and a proposal for any necessary remedial work required before service provision can begin.
9. Undertake remedial work (if necessary).
10. Plan and undertake a hosting migration (if relevant).
11. Begin support service provision.

Please note a code freeze must be implemented for the duration of the onboarding process so it is not modified by third parties while the Service Provider is in the process of reviewing and migrating to the new platform.

Regular Meetings

The following regular management meetings will take place on the Service Provider's Google Meet platform or in person at the Service Provider's Manchester studio.

Meeting	Duration / Frequency	Goal	Participants
Account Meeting (combined across all services)	30 minutes, monthly	Monitor overall contract performance and discuss any concerns.	Product Sponsor Account Manager
Support Service Meeting	30 minutes, weekly	Review ticket priorities, run through any questions, review previous month's usage and ongoing support board updates and deployments.	Product Sponsor First Line Support

Tools and Systems

The Service Provider will provide Manchester Central access to the following tools and systems to be used in the performance of services. Other tools and systems may be used at the Service Provider's discretion.

Atlassian Suite

The Atlassian suite is used to manage support issues, sprint delivery, documentation and code repositories.

Up to 2 user licences, granting access to the relevant Atlassian systems based on the services provided, are included with this agreement.

The Service Overview section of this Schedule lists the number of licences included for the service performance of this contract. Additional user licences can be provided at a cost of £25 per licence per month.

Additional user licences can be purchased at an extra cost.

Google Meet

Google Meet for Business provides secure video meetings.

If meetings are recorded Manchester Central will be notified. Recordings are accessible via the relevant Confluence page for reference.

Any statements made are not contractually binding until agreed as a formal approval.

Schedule 2 (Service Charges)

One Off Costs

<p>Health Check & Audit</p> <ul style="list-style-type: none"> - A check of the health of the website before onboarding with an audit report as a deliverable and any remedial work needed will be documented and shared <p>Migration & Onboarding</p> <ul style="list-style-type: none"> - Hosting migration (if required) - CTI staging and hosting environment configured - Jira project management deployment and integration - Orientation sessions and handover meetings with your account manager - Launch 	<p>£3,240 excl. VAT</p> <p>Payable on signature of this agreement</p>
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Ongoing Costs

Ongoing costs will be invoiced quarterly in advance.

Service	Month	Annual
Main Site https://www.manchestercentral.co.uk/		
Fully Managed AWS Dedicated Server (m6g.xlarge) 4vCPU, 16gb RAM, 100GB Storage	£300	£3,600
Dormant Sites (Drupal 8) https://www.thetownhallmcr.co.uk/ http://www.centrallibrarymcr.co.uk (data retention at this stage so no cost associated)	£15	£180



Application Support & Maintenance		
Foundation (Security patching)	£400	£4,800
Reactive - 5 hours p/month	£400	£4,800
Year 1 Totals excl. VAT	£1,115	£13,380
Year 2 Totals excl. VAT	£1,115	£13,380
Total 2 Year Costs incl. onboarding	-	£30,000

Rate Card

A day rate for projects or Continual Enhancements falling outside of projects or Continual Enhancements falling outside of the hosting Critical and Reactive Support Services in this Schedule 1.

Role	Daily
Blended Rate	£750 excl. VAT

Schedule 3 (Policies)

Code of Conduct Policy (TBC)
IT Policy
Data Protection Policy
Privacy Policy

Signed for and on behalf of
**MANCHESTER CENTRAL
CONVENTION COMPLEX LIMITED**
by Louise Day

L.Day.....
.
Marketing and Communications Director

Signed for and on behalf of
CTI Digital Limited
By Kate Jones

Kate Jones.....
Head of Legal