



shopworks

STAFF SCHEDULING



**SERVICE SCHEDULE  
PILOT TERMS**

## Overview

The Supplier has agreed to provide the Customer the Pilot on the terms of the Contract. The overriding objectives of the Pilot are to:

- (a) demonstrate that the Supplier can deliver an accurate payroll export file;
- (b) ensure that the Customer, its employees, agents and subcontractors are fully satisfied with the Software Product;
- (c) allow the Customer to measure savings arising from use of the Software Product; and
- (d) ensure the Supplier understands the Customer's requirements and expectations.

The Customer has agreed to participate in the Pilot with the intention, if the Pilot is successful, to roll out the Software Product across all of the Customer's Venues. The Pilot is designed to reduce the risk of implementation to the customer and this Service Schedule describes any limitations to the Software Product during the Pilot Period. **If the Pilot by either party is not terminated then on expiry of the Pilot Period the terms of this Service Schedule shall no longer apply and the Contract shall automatically continue in full force and effect for the Initial Term and any variation in fees Post Pilot set out in the Proposal shall be payable.**

## 1. Definitions

The following definitions apply in this Service Schedule:

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<b>Discovery Document</b>	The detailed analysis of pay rules and other requirements documented by the Supplier and the Customer during the Discovery and Pilot Preparation which is signed by both parties
<b>Loaned Equipment</b>	Any hardware or other kit loaned to the Customer by the Supplier in connection with the Pilot.
<b>Pilot</b>	A Pilot of the Software Product and Services in return for the Fees described in the Proposal with the opportunity to cancel the contract at any time during the Pilot Period. The Pilot will commence when the Pilot Preparation and Pre Pilot Requirements are complete. The time required to complete the Pilot is included within the Pilot Period
<b>Pilot Period</b>	The duration of the Pilot as specified in the Proposal. The Pilot Period includes any time required for Pilot Preparation and the Pilot.
<b>Pilot Preparation</b>	The tasks required to prepare the customer for the Pilot. The time required to complete these tasks is included within the Pilot Period
<b>Pilot Participants</b>	The Customer and the persons nominated by the Customer to participate in the Pilot as the Authorised Service Recipients.
<b>Pre-Pilot Requirements</b>	Completion by the Customer of: <ul style="list-style-type: none"><li>(a) signing the Contract;</li><li>(b) supplying Customer Data for use in the Pilot; and</li><li>(c) compliance with the Customer obligations as set out at paragraph 9 during the PilotPeriod.</li></ul>

## 2. Interpretation

2.1 Any defined terms within this Service Schedule that are not defined in paragraph 1 of this Service Schedule shall have the same meaning and effect as defined in the Terms.

## 3. Pilot

3.1 The Supplier shall supply the Software Product and the Services to the Pilot Participants during the Pilot Period on the terms of the Contract and in return for any fees for the Pilot or Implementation fees set out in the Proposal shall apply during the Pilot Period.

3.2 The Pilot Period will commence on the Effective Date. The Software Product will then be made available within the Venues for the duration of the Pilot Period after which it will be charged for in accordance with the Proposal. The Pilot Preparation will be carried out at the beginning of the Pilot Period.

3.3 The Supplier shall also supply during the Pilot Period remote video training in connection with the Software Product and general on-site training to such number of Pilot Participants as is confirmed by the Supplier.

3.4 The Supplier shall provide the Customer with an overview of the Pilot which shall include those dates referred to at paragraph 3.1 on which the Pilot Period may commence. Once the Customer has completed the Pre-PilotRequirements and the Pilot Preparation, the Supplier will provide the Pilot.

## 4. Termination of the Pilot

The Pilot may be terminated at any time during the Pilot Period by the Customer giving to the Supplier written notice to terminate the Pilot in which case the Contract shall terminate with immediate effect.

## 5. Pilot Expiry

If the Pilot is not terminated in accordance with paragraph 4 above then on expiry of the Pilot Period the terms of this Service Schedule shall no longer apply and the Contract shall continue in full force and effect for the Initial Term and the fees set out in the Proposal.

## 6. Supplier Obligations Before the Pilot Period

Before the Pilot Period commences the Supplier shall provide the following as required:

	<u>Technical Setup</u>	Included	Additional Cost
1.	Build of new branded ShopWorks SW3 platform instance	<input type="checkbox"/>	
2.	Configure cloud hosting infrastructure (AWS)	<input type="checkbox"/>	
3.	Setup of client customisation folder	<input type="checkbox"/>	
4.	Provision back-up and disaster recovery	<input type="checkbox"/>	
5.	Activate Continuous Integration pipelines and deployment process	<input type="checkbox"/>	
6.	Configure biometrics middleware	<input type="checkbox"/>	
7.	Surveys for biometrics		<input type="checkbox"/>
8.	Installs for biometrics		<input type="checkbox"/>
9.	DNS configuration and set up of customer sub domain	<input type="checkbox"/>	
10.	VPN or Bespoke network configuration		<input type="checkbox"/>
11.	Firewall and load balancer configuration	<input type="checkbox"/>	
12.	Resize and upload customer logo for site branding	<input type="checkbox"/>	
13.	Set up and payment of Mandrill email delivery platform	<input type="checkbox"/>	
14.	Set up and payment of Fonix SMS delivery service	<input type="checkbox"/>	
15.	Cost of SMS delivery	<input type="checkbox"/>	
16.	Set up and payment of Rollbar client error tracking platform	<input type="checkbox"/>	
17.	Set up Nagios monitoring	<input type="checkbox"/>	
18.	Set up Jira service desk account and permissions	<input type="checkbox"/>	
19.	Set up standard lunchbreak and time off rules	<input type="checkbox"/>	
20.	Access to project plan	<input type="checkbox"/>	

	<u>Included during Discovery and Pre-Pilot</u>	<u>Included</u>	<u>Additional Cost</u>
1.	Initial kick off meeting	<input type="checkbox"/>	
2.	Analyst to document pay rules and other detailed business requirements	<input type="checkbox"/>	
3.	Business Analyst support to create the Discovery Document showing all provided pay, lunch-break and leave rules to be signed by both the Customer and Supplier	<input type="checkbox"/>	
4.	Training of Pilot site managers via Zoom or similar	<input type="checkbox"/>	
5.	GDPR advisory call.	<input type="checkbox"/>	
6.	Support in completion of DPIA and other internal documents required by the customer.	<input type="checkbox"/>	
7.	Loan of preconfigured biometric readers for Pilot as defined in the Proposal	<input type="checkbox"/>	
8.	Loan of additional biometric machines		<input type="checkbox"/>
9.	Manual system configuration including hierarchy and user creation	<input type="checkbox"/>	
10.	Cleanse, format and import of staff data	<input type="checkbox"/>	
11.	Configuration of leave/absence types	<input type="checkbox"/>	
12.	One time preparation and upload of budget data	<input type="checkbox"/>	
13.	Password policy set up	<input type="checkbox"/>	
14.	Permissions and other user configuration set up	<input type="checkbox"/>	
15.	Biometrics auto-match configuration	<input type="checkbox"/>	
16.	Language file set up (if appropriate)	<input type="checkbox"/>	
17.	Multi language support and FAQ set up (if appropriate)	<input type="checkbox"/>	

## 7. Supplier Obligations During the Pilot Period

During the Pilot Period the Supplier shall provide the following as required:

	<u>Included during the Pilot</u>	Included	Additional Cost
1.	use of the ShopWorks platform for the Pilot Period	<input type="checkbox"/>	
2.	Weekly calls with your Implementation Manager	<input type="checkbox"/>	
3.	Analysis of potential and deliverable savings through provision of platform KPIs	<input type="checkbox"/>	
4.	Head office training face to face at your premises	<input type="checkbox"/>	
5.	Mid-term workshop “Getting the most out of ShopWorks” at your premises	<input type="checkbox"/>	
6.	1st line support for Pilot sites	<input type="checkbox"/>	
7.	Ongoing WebEx support and training for Pilot sites and head office.	<input type="checkbox"/>	
8.	Access to video FAQs	<input type="checkbox"/>	
9.	Development of custom pay rules within the Pilot group of locations as detailed in the Discovery Document	<input type="checkbox"/>	
10.	Build custom prototype payroll file as detailed in the Discovery Document to support roll out and prove the data on the system.	<input type="checkbox"/>	
11.	End of Pilot workshop including review of savings made and opportunities to improve.	<input type="checkbox"/>	

## 8. Supplier Obligations Following Cessation of the Pilot Period and the continuance of the Contract

Once the Pilot Period has ended the Supplier shall provide the following as required:

	<u>What is included post Pilot once you are committed to the Initial term</u>	Included	Additional Cost
1.	Any unfinished custom pay rules on the platform as detailed in the Discovery Document	<input type="checkbox"/>	
2.	Any unfinished custom leave rules as detailed in the Discovery Document	<input type="checkbox"/>	
3.	Any unfinished custom lunch breaks and other time off types detailed in the Discovery Document	<input type="checkbox"/>	
4.	Bespoke payroll export file: Built from the signed off prototype as detailed in the Discovery Document	<input type="checkbox"/>	
5.	Any custom pay rules not detailed in the Discovery Document		<input type="checkbox"/>
6.	Any custom leave rules not detailed in the Discovery Document		<input type="checkbox"/>
7.	Any custom lunch break rules not detailed in the Discovery Document		<input type="checkbox"/>
8.	Changes to the payroll export file not detailed in the Discovery Document		<input type="checkbox"/>
9.	Additional Payroll integration(s)		<input type="checkbox"/>
10.	Additional head office training session	<input type="checkbox"/>	
11.	Software rental	<input type="checkbox"/>	
12.	HR software integration		<input type="checkbox"/>
13.	Single 'train the trainer' session at a location of your choice	<input type="checkbox"/>	
14.	Additional face to face training sessions		<input type="checkbox"/>
15.	Weekly webinar during roll out	<input type="checkbox"/>	
16.	Project manager to support roll out	<input type="checkbox"/>	

17.	Hosting	<input type="checkbox"/>	
18.	sFTP site		<input type="checkbox"/>
19.	2nd and 3rd line support via telephone, email and Jira service desk	<input type="checkbox"/>	
20.	fastPAYE		<input type="checkbox"/>
21.	Yellow Fin BI		<input type="checkbox"/>
22.	BI Feeds		<input type="checkbox"/>
23.	Changes to BI feed		<input type="checkbox"/>
24.	Yellow Fin custom report development		<input type="checkbox"/>
25.	Custom development not detailed in the Discovery Document		<input type="checkbox"/>
26.	Social Responsibility Module		<input type="checkbox"/>
27.	Advanced Compliance Module		<input type="checkbox"/>
28.	Data Warehouse module		<input type="checkbox"/>
29.	Onboarding Module		<input type="checkbox"/>
30.	Punch In App		<input type="checkbox"/>
31.	Demand prediction module		<input type="checkbox"/>
32.	Skill score module		<input type="checkbox"/>
33.	Training module		<input type="checkbox"/>
34.	Testing support for any new custom developments.		<input type="checkbox"/>
35.	Custom reports not detailed in the Discovery Document		<input type="checkbox"/>
36.	Maintenance of the Software Product	<input type="checkbox"/>	
37.	Other API Integrations		<input type="checkbox"/>
38.	Single sign on Integration		<input type="checkbox"/>

39.	Rention.ai		<input type="checkbox"/>
40.	Forecasting.ai		<input type="checkbox"/>
41.	Demand.ai		<input type="checkbox"/>
42.	Scheduling.ai		<input type="checkbox"/>
43.	Availability module		<input type="checkbox"/>
44.	Task module		<input type="checkbox"/>
45.	Upgrades to Core functionality and Additional Modules that are paid for and included in the Software Product.	<input type="checkbox"/>	
46.	Biometrics middleware	<input type="checkbox"/>	
47.	Biometric Readers		<input type="checkbox"/>
48.	Nominated Customer Success Manager	<input type="checkbox"/>	
49.	Third party API access charges		<input type="checkbox"/>
50.	Ongoing monthly support calls with your Customer Success Manager	<input type="checkbox"/>	
51.	Jira service desk license and reports	<input type="checkbox"/>	
52.	Daily worklog performance metric report emailed to all key staff	<input type="checkbox"/>	
53.	SMS messages		<input type="checkbox"/>

## 9. Customer Obligations During the Pilot Period

9.1 . During the Pilot Period the Customer shall, and shall procure that the relevant Pilot Participants shall, in addition to the General Customer Obligation to provide assistance above:

9.1.1 attend a pre- Pilot kick off meeting;

9.1.2 attend weekly calls with the Supplier;

9.1.3 provide a project lead to manage the Pilot;

9.1.4 provide staff data for the Venue(s) approved by the Supplier for the Pilot;

9.1.5 make available such number of Pilot Participants as is agreed with the Supplier for training and provide free of charge a location suitable for training, equipped with wireless internet and PCs for use by the trainee Pilot Participants for a whole day on such dates as are agreed with the Supplier;

9.1.6 as soon as reasonably practicable provide the Supplier with such information and access to the Customer's premises and equipment as is necessary or reasonably required by the Supplier to enable the Supplier to perform its obligations during the Pilot Period. and under the Contract ("**General Customer Obligations**").

9.2 If any failure by the Customer or the Pilot Participants to perform the above obligations delays the performance by the Supplier of its obligations, then any timetable for the provision of the Pilot shall be extended as necessary to take account of such delay.

9.3 provide all reasonable assistance to the Supplier in order for it to perform the necessary development work during the Pilot Period;

9.4 ensure that all Pilot Participants at a Pilot Venue(s) use the Software Product and the Services throughout the PilotPeriod; and

9.5 provide constructive feedback and analysis to the Supplier throughout the Pilot Period and on expiry or termination of the Pilot Period attend a post- Pilot review meeting.

## 10. Loaned Equipment

10.1 Loaned Equipment provided to the Customer shall at all times remain the property of the Supplier and the Customer shall have no right, title or interest in or to the Loaned Equipment save the right to possession and use of the Loaned Equipment during the Pilot Period subject to the terms of the Contract.

10.2 The risk of loss, theft, damage or destruction of the Loaned Equipment shall pass to the Customer on delivery of the Loaned Equipment at the Venue. The Loaned Equipment shall remain at the sole risk of the Customer during the Pilot Period and any further term during which the Loaned Equipment is in the possession, custody or control of the Customer until such time as the Loaned Equipment is redelivered to the Supplier.

10.3 The Customer shall keep the Supplier fully informed of all material matters relating to the Loaned Equipment and give immediate written notice to the Supplier in the event of any loss, accident or damage to the Loaned Equipment.

10.4 The Customer shall during the Pilot Period and until such time as the Loaned Equipment is redelivered to the Supplier:

10.4.1 ensure that the Loaned Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained Pilot Participants in accordance with any operating instructions;

10.4.2 take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Loaned Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

10.4.3 make no alteration to the Loaned Equipment;

10.4.4 keep the Loaned Equipment at all times at the Venue and shall not move or attempt to move any part of the Loaned Equipment to any other location;

10.4.5 permit the Supplier or its duly authorised representative to inspect the Loaned Equipment at all reasonable times and for such purpose to enter upon the Venue or any premises at which the Loaned Equipment may be located, and shall grant reasonable access and facilities for such inspection;

10.4.6 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Supplier in the Loaned Equipment; and

10.4.7 deliver up the Loaned Equipment at the end of the Pilot Period or earlier if demanded by the Supplier at such address as the Supplier requires, or if necessary allow the Supplier or its representatives access to the Venue or any premises where the Loaned Equipment is located for the purpose of removing the Loaned Equipment.