

SUPPORT SERVICES TERMS

A. SOFTWARE

1. **HOURS OF SUPPORT:** Each Business Day between the hours of 9AM and 5PM (UK time).
2. **TELEPHONE HELPDESK:** yes
3. **REMOTE DIAGNOSTIC/ACCESS:** yes
4. **RESPONSE TIMES:** See Table below.

| Severity Level | Response Time Business Days: 9am – 5pm |
|----------------|---|
| 1 | The Supplier will use its reasonable endeavours to respond to a severity level 1 condition within 4 Business Hours. |
| 2 | The Supplier will use its reasonable endeavours to respond to a severity level 2 condition within 8 Business Hours. |
| 3 | The Supplier will use its reasonable endeavours to respond to a severity level 3 condition within 24 Business Hours (provided that the request is received on a Business Day prior to 3.00pm). For any request received after 3pm, the Supplier will use its reasonable endeavours to respond to a severity level 2 condition within 24 Business Hours. |
| 4 | The parties will agree the Response Time. |

5. DEFINITIONS

The following terms used in these Support Services Terms have the following meaning:

Defect: means any material failure of the software to provide the performance, features and functionality;

Fix: means resolving a Defect or providing a work around for a Defect;

Modification: means any modification, addition to, enhancement, reduction, change, replacement, variation, derivation or improvement, and **Modify** shall have the same meaning;

New Version: means any Modification of the Software which is not made available as part of the Support Services;

Response Time: means the time from when a Defect is logged by the Supplier's telephone helpdesk, is understood by the Supplier and an intended plan for resolution of the Defect has been communicated by the Supplier to, and agreed by, the Customer and the Supplier has started to rectify the problem in accordance with this;

Upgrade: means any Modification of the Software which is made available as part of the Support Services.

6. SEVERITY LEVEL

6.1 The Severity Level determines the Supplier's response to the Defect and the Response Times.

| Severity Level | Typical Impact |
|----------------|---|
| 1 | Product not usable for any purpose. |
| 2 | Major degradation of Product performance. |
| 3 | Minor degradation of Product performance. |
| 4 | Defect causes minor inconvenience. |

7. MODE OF RESPONSE

7.1 Remote Access - Modem Support

The Supplier will use reasonable endeavours to provide remote modem diagnostic support as appropriate but in the event such remote support is unlikely to achieve the Response Times required (as determined by the Supplier) then on-site Fix will be required.

7.2 On-Site Fix

Attendance by the Supplier on Site to implement the appropriate Fix.

8. EXCLUSIONS

8.1 The Supplier is not obliged to fix Defects which arise as follows:

8.1.1 from any Modifications to the Software made by any person other than the Supplier;

8.1.2 incorrect use of the Software or operator error; and/or

8.1.3 due to any act or omission of the Customer or any third party on its behalf.

The Supplier shall be entitled to charge the Customer for all time and expenses it incurs (at its standard rates) for investigating any Defect and/or providing any Fix of a Defect caused as a result of any breach by the Customer of these Support Services Terms (including 8.1.1 to 8.1.3 above).

9. SOFTWARE UPGRADES

9.1 The Supplier shall notify the Customer of any Upgrades as it considers appropriate.

9.2 The Customer shall promptly install all Upgrades other than New Versions.

9.3 Subject always to paragraph 9.6 below, the Customer is under no obligation to install New Versions. If the Customer wishes to evaluate any New Version, the Customer may request a trial of such New Version. Upon such request and to the extent the Supplier agrees to comply with such request, the Supplier shall within reasonable time and on such terms as the Supplier may determine, make the New Version (in machine readable form) available to the Customer.

9.4 If the Customer accepts any New Version, such New Version shall become the current release of the Software and the provisions of these Terms shall apply accordingly. For the avoidance of doubt, all Upgrades (other than New Versions) shall become the current release of the Software and the provisions of these Support Services Terms shall apply accordingly upon their being made available to the Customer.

9.5 The Supplier may at its option deliver Upgrades remotely or attend on the Customer's site to install.

9.6 The Supplier shall have no obligation to support the Software other than the current release of the Software save only that, in the case of New Versions, the Supplier shall continue to support the immediate preceding version of the Software for six (6) months from the date of the release of such New Version.