

SUPPORT SERVICE TERMS

1 DEFINITIONS

In this document, unless the context otherwise requires the following words and expressions have the following meanings:

- General Terms** our General Terms of Business found at <http://www.datainterchange.com/legal> a copy of which has been made available to you before the date and signature of this Contract;
- Case** a request for Operational Guidance that requires a single response or answer. A request for Operational Guidance that requires multiple answers or responses shall be broken down into multiple Cases;
- Incident** any defect, fault or other problem with the Supported Product notified by you to us in accordance with this Agreement;
- Maintenance Release** a release of the Supported Product which corrects faults, adds functionality or otherwise amends or upgrades the Supported Product but which does not constitute a New Version;
- New Version** a release of the Supported Product which is marketed and promoted as a new product;
- Operational Guidance** means any requests for advice, best practice recommendations, guidance and questions on the operation of the Supported Product;
- Resolution** a fix, viable workaround, or a plan and indicative timescales on how the Incident will be addressed;
- Response** a non-automated email or logged telephone call from us to you acknowledging the reporting of an Incident and assigning the Incident a Severity Level. We will begin the process of Incident investigation and diagnosis at this point;
- Response Time** means the amount of elapsed time from our receipt of an Incident report to a Response being provided to you. Any periods of time outside Support Hours shall not be counted;
- Supported Product** the software product(s) or services for which we are providing the Support Service as set out in the Order Form;
- Support Hours** the hours as identified in the Support Services section according to UK local time, Monday to Friday, but excluding the Christmas Day, Boxing Day and New Year’s Day bank holidays in the UK;

2 GENERAL TERMS

- 2.1 The General Terms apply and are incorporated into this Contract and this document as if they were set out in full in it but if, and to the extent that, there is conflict or inconsistency between the terms of this document and those of the General Terms, the terms of this document shall prevail. The rules on interpretation set out in the General Terms apply to this Contract and this document.
- 2.2 The General Terms contain provisions to limit liability and your attention is drawn particularly to those provisions.

3 SUPPORT SERVICES

The Support Service shall comprise the following by level of service selected by you as set out in the Order Form:

	Standard	Bronze	Silver	Gold
Support Hours				
Mon-Fri 09:00 – 17:00	■	-	-	-
Mon-Fri 08:00 – 18:00		■	■	■
Helpdesk Access				
Email & web portal	■	■	■	■
Phone	-	■	■	■
Entitlements				
Operational Guidance	-	3 Cases / year	6 Cases / year	12 Cases / year
Response Times (hours)				
Severity Level				
<i>Critical</i>	8	3	2	1
<i>Important</i>	16	6	3	2
<i>Normal</i>	24	8	8	6
<i>Low</i>	32	16	16	8

The Support Service shall comprise the following if selected by you as set out in the Order Form:

24x7 Support - increases Support Hours to 24 hours per day every day of the year.

4 GRANT OF RIGHTS

- 4.1 We grant you a non-exclusive, non-assignable, revocable right to access the Support Service solely for your internal business purposes according to the terms and conditions of this Contract and this document.
- 4.2 We do not grant you the right to use the Support Service on behalf of or for the benefit of any third party or as part of any bureau facility without prior written permission from us.

5 SUPPORT SERVICES

- 5.1 We will provide a helpdesk to provide support to you in English language during the Support Hours.
- 5.2 We will as a courtesy to you aim to provide (but without liability on our part if we are not able for any reason to provide) support to you in German, Spanish and/or Polish languages (as appropriate in the circumstances) during the hours of 9am to 5pm local time in those countries and excluding the usual bank and national holidays in those countries.
- 5.3 You may contact the helpdesk using the Helpdesk Access methods.
- 5.4 The Support Service provided to you consists of:
- a) responding to your requests for Operational Guidance;
 - b) responding to Incidents reported by you;
 - c) investigating, diagnosing and resolving (where possible to do so) Incidents;
 - d) updating Incident records with all activities carried out whilst carrying out the activities previously stated; and
 - e) ensuring the lifecycle of an Incident is kept to a minimum.
- 5.5 In the case of reporting Incidents, the following shall apply:
- a) You are responsible for reporting all Incidents including but not limited to errors, defects, service performance degradation and service requests to our helpdesk.
 - b) We shall determine at our absolute discretion the Severity Level of all reported Incidents.
 - c) For requests which you deem to be of a Severity Level of Critical or Important, you must, in addition to any other reporting method used, phone our helpdesk to report the Incident and receive an Incident reference assigned by the helpdesk.
 - d) You must provide a description of the Incident, the symptoms observed, screenshots, description of the impact to your business operations and any log files. You acknowledge that we may be unable to start work investigating the Incident until we receive this information.
- 5.6 When responding to you, we shall endeavour to provide a Response to you within the Response Time in accordance with the Incident's assigned Severity Level.
- 5.7 Our Response to you may result in Resolution of your request, or it will form the basis for determining what additional actions may be required to achieve Resolution of your request.
- 5.8 We undertake to use all reasonable endeavours to respond with a Resolution to an Incident within a time-scale commensurate with the Severity Level and the complexity of the request, problem, defect or error.
- 5.9 Requests by you for Operational Guidance will be treated as and managed as an Incident with a Severity Level of Low.

6 OUR OBLIGATIONS

- 6.1 We shall provide sufficient Support Staff suitably trained and experienced in the support and maintenance of the Supported Product to fulfil our obligations under this Agreement.
- 6.2 We shall have no obligation to provide the Support Service where faults or issues arise from:
- a) your failure to maintain the necessary environmental conditions for use of the Supported Product;
 - b) your failure to install and commence operational use of a Maintenance Release within 3 months of us notifying you that such Maintenance Release is available;
 - c) your failure to install and commence operational use of a New Version within 12 months of us notifying you that such New Version is available;
 - d) any breach of your obligations under this Agreement;

7 YOUR OBLIGATIONS

- 7.1 You shall co-operate with us in our provision of the Support Service and provide any assistance or information as may reasonably be required by us.
- 7.2 You shall ensure that your staff are trained in the proper use and operation of the Supported Product and that the Supported Product is operated in a proper manner.
- 7.3 You shall provide our Support Staff and all other persons duly authorised by us with remote access to the Supported Product as may

reasonably be required for the purpose of performing the Support Service.

7.4 You shall report promptly to us any suspected faults and errors in the operation of the Supported Product;

7.5 You acknowledge that you are solely responsible for:

- a) making regular backup copies of your data to ensure its recovery if the Supported Product malfunctions or to correct any processing errors;
- b) the provision of and the correctness and validity of data input to the Supported Product;
- c) the results obtained from the Supported Product as a result of configuration performed by you;
- d) reviewing any Maintenance Release or New Version prior to commencing operational use.

8 SEVERITY LEVELS

8.1 In respect of any Incident reported by you to us through the helpdesk services, we shall classify the Incident in accordance with the following Severity Levels:

- a) Critical - an Incident where you have experienced total loss of service affecting a business critical process or affecting multiple users within a business critical application.
- b) Important - an Incident where you have experienced an incomplete loss of service, or where Incident affects multiple users but is not business critical, or where there is requirement for corrective action with minimal delay.
- c) Normal - an Incident where you have experienced a limited loss of service, or where the Incident affects one or a small percentage of users, or where the Incident is not business critical but causes inconvenience, or where the Incident does not require immediate corrective action.
- d) Low - an Incident where you have experienced limited inconvenience, or where you would like to make a service request which does not require immediate action.

9 ESCALATION

9.1 If in your opinion a previously reported Incident needs to be assigned a new Severity Level, you must contact our helpdesk and supply supporting information to request that we assign, at our absolute discretion, a new Severity Level.

9.2 In the event that Incidents are not managed within the agreed target times, our support staff will escalate the Incident to our helpdesk manager.