

## **SCHEDULE 4 – SUPPORT, MAINTENANCE AND SERVICE LEVEL AGREEMENT**

### **1. INTRODUCTION**

1.1. In consideration of the payment of the Charges detailed in Part A clause 6, We hereby undertake to You to provide the Support and Maintenance Services to You in accordance with the terms of this Schedule 4.

1.2. You shall provide Us with full, safe and uninterrupted access, including remote access, to such of the Licensed Applications, Equipment and Site as may reasonably be required by Us for the purpose of performing the Support Services, and, where the Support Services are to be performed at the Site You shall provide adequate working space and office facilities for Our use and take reasonable care to ensure the health and safety of Our personnel.

1.3. You shall co-operate with Us in Our performance of the Support and Maintenance Services and provide such assistance and information as may be reasonably required by Us in this respect including in relation to the diagnosis of any faults. If such co-operation is not forthcoming, We reserve the right to charge for the resource affected in full or part of the sum detailed in Part A clause 6 for the relevant resource for the full period.

1.4. Notwithstanding clause 15.1 of Part B and except to the extent You use the SaaS in Optional Schedule – Pulse or Hosting Services in Schedule 2, You shall ensure that the Equipment is of a satisfactory specification and standard so as to allow the Licensed Applications to run on it in accordance with the Specifications.

1.5. We may make changes to Our standard processes and practices for Support and Maintenance Services with notice to You and other customers.

### **2. MAINTENANCE**

2.1. The following set out the Maintenance services for the Licenced Software:

2.1.1. We will use reasonable endeavours to diagnose errors and provide assistance to overcome specific Software problems;

2.1.2. At Our sole discretion, we will correct errors by issuing patches to the Current Version or issue new versions of the Software;

2.1.3. We are under no obligation to provide error corrections for old versions of the Software;

2.1.4. We will provide You with information regarding the availability of new patches and new versions of the Software.

2.1.5. You will report any Faults in the Software to Our Service desk (Details on how to contact the Service desk can be found on Our website).

2.2. New versions and patches:

2.2.1. We will make patches and new versions available to You to use. If we provide SaaS or Hosted Services then we install patches and new versions. Otherwise You are responsible for installing patches and new versions. If You ask Us to install patches and new versions then we may charge for this service.

2.2.2. Any new version of the Software shall become the Current Version;



- 2.2.3. Where we provide Software as a Service we only support the Current Version.
- 2.2.4. For other Software that is installed by You or on Hosted Services We provide full support for the Current Version and its previous version.
- 2.2.5. We may agree with You to provide Extended Support for earlier versions. Extended Support excludes fault diagnosis and fix.
- 2.2.6. We will provide at least six months' notice of our intention to place a version on Extended Support.
- 2.2.7. We will provide you with at least six months' notice of our intention to cease support for an old version.
- 2.2.8. You agree to upgrade from an old version to the Current Version within 12 months of our request, if we ask you to do so, as long as there is no material loss of functionality in the Current Version.

### **3. SUPPORT**

3.1. Support means support services in relation to the Licensed Applications and Hosted Service and comprises the following activities:

3.1.1. upon request by You, reasonable advice by telephone or electronic communication on the use of the Licensed Applications and Hosted Services;

3.1.2. upon request by You, the diagnosis of Faults in the Licensed Applications

3.2. Support does not include, and the Charges for Support do not cover, the diagnosis or rectification of any Fault resulting from:

3.2.1. the improper use, operation or neglect of the Licensed Applications or the Equipment or the modification of the Licensed Applications or their merger (in whole or in part) with any other software by any person other than Us without Our prior written consent or any other use or application of the Licensed Applications in breach of the restrictions under clause 2 of the General Terms & Conditions (Part B);

3.2.2. the use of the Licensed Applications on equipment other than the Designated Equipment or a failure to maintain the necessary environmental conditions for use of the Licensed Applications;

3.2.3. technical faults with the Equipment;

3.2.4. the failure by You to implement recommendations in respect of or solutions to Faults previously advised by Us;

3.2.5. any repair, adjustment, alteration or modification of the Licensed Applications by any person other than Us with- out Our prior consent;

3.2.6. any material breach by You of any of Your obligations under any maintenance agreement in respect of the Equipment;

3.2.7. the use of the Licensed Applications by You for a purpose other than that for which they were designed and supplied; or



3.2.8. We may ask you to install the Current Version, or a fully supported version, to remedy any bug or problem or compatibility or similar issue in an older version. We may ask you to install a patch for a Current or fully supported version, to remedy any bug or problem or compatibility or similar issue in those versions.

#### **4. TERMS FOR SUPPORT SERVICES**

4.1. Except where there is a valid dispute of an amount billed in error, withholding or deducting payments as a result of any issue You may have with the standards of our Support will constitute a breach of contract under clause 5.1 of the General Terms & Conditions (Part B). Any such dispute should be handled under the terms of clause 19.

4.2. You shall provide Us (in writing if We so request) with a detailed description of any Fault requiring Support within Clause 2.1 above and the circumstances in which it arose as soon as You become aware of such a Fault.

4.3. Support does not include, and the Charges for Support do not cover, the re-installation of any of the Licensed Applications for You or the provision of any Support which falls outside the activities described in Clause 2.2 above.

4.4. In the event that We do provide Support in connection with a Fault which results from any of those matters described in Clause 2.1 above or which otherwise falls outside the activities described in Clause 2.2 above then We do so without any guarantee as to the outcome of the provision of that Support, the Service Levels in this Schedule 4 shall not apply, and we shall be entitled to charge Additional Charges for that Support.

4.5. If You request Support under Clause 2.1 above and We deem that a reasonably skilled and competent data processing operator would not have needed for Our Support for the same, then We shall be under no obligation to provide that Support. In the event that You decide to move forward with Our support then we shall be entitled to charge Additional Charges for that Support. Such Charges to be agreed in advance by both parties.

#### **5. EMERGENCY PROVISIONS**

5.1. In the unlikely event of a total system failure or critical Incident that affects more than one client all resources available to Us may be used to rectify the incident and ongoing project work, meetings or other activities may be postponed. We may request information, resource support or onsite technical knowledge from You in order to resolve the incident. Any existing support tickets will not be subject to the SLAs in this Schedule 4 and will be placed on hold until the incident has been resolved; and regular updates will be available by way of individual contact, conference calls or announcements.

#### **6. PERFORMANCE MANAGEMENT REVIEWS**

On the request of either party, the parties agree to conduct quarterly account reviews (or more frequently as mutually agreed) to evaluate the performance and any issues as it relates to the Service Levels identified in Schedule 4. The purpose of the review is to allow knowledgeable and accountable managers to address performance issues quickly, work out a plan to assist both parties in improving the response and/or requirements to achieve the objective of the Service Levels, and to ensure that each party is meeting its obligations under the contract. Quarterly reviews will provide each party with feedback and reinforce best practices.

The Customer may only request an account review where they are on a supported Version as defined in 2.2.3 and 2.2.4 of this Schedule.

An account review and associated reporting may include one or more of the following items:

- Calls by caller, category and product



- Fault trends and resolutions
- SLA performance – time to fix, time to respond

If during the review, it is determined that a remediation plan is required for either party, the parties will work in good faith to define and produce an improvement plan with thirty (30) days.

With respect to the SLA defined in Schedule 4, the initial point of escalation for all Application and Service issues will be the Kinetic Account Manager and Customer Representative. Escalation beyond this will be as per the defined dispute resolution process, the triggers for escalation being either Kinetic or Customer driven with the objective of maintaining service, agreed SLA's and contract performance.

If after an escalation event and in the unlikely event that Kinetics fails to meet its SLA's as detailed in Schedule 4 in three (3) consecutive months, then the parties will immediately schedule an Executive Service Review between the Kinetics Service Director and or CEO and relevant Customer Representative.

In the event of three (3) Executive Reviews being initiated within a contract year, Customer either party may terminate the Agreement within such Contract year without any further liability.

For avoidance of doubt, delays caused by the Customer or any of its third-party suppliers to provide necessary information or assistance to Kinetic to resolve an issue will be an excused delay in the measure time towards Kinetic's response.

## 7. SUPPORT SERVICE LEVEL AGREEMENT

The following tables set Our target times and intended service levels but no representation or warranty is given that any Faults will be fixed within a specified period of time.

KEY AREA	DESCRIPTION	MEASUREMENT/VALIDATOR
<b>Online Portal</b>	An online portal available 24 hours a day. Accessible from the Kinetic website. <a href="https://kineticsoftware.com/">https://kineticsoftware.com/</a>	Issues/Incidents/Faults and Service Requests can be logged at any time and queued for resolution by the Service Desk.
<b>Service Desk</b>	Manned Service Desk for the logging and resolution of Issues/Incidents/Faults and Service Requests. <a href="https://kineticsoftware.com/">https://kineticsoftware.com/</a>	Issues/Incidents/Faults are accepted via the online portal. Issues/Incidents/Faults can also be raised by telephone or email.
<b>Escalation</b>	Details of escalation routes in relation to the Service Desk can be found on the Kinetic website. <a href="https://kineticsoftware.com/wp-content/uploads/2020/10/Escalation-Policy-2.pdf">https://kineticsoftware.com/wp-content/uploads/2020/10/Escalation-Policy-2.pdf</a>	Not applicable
<b>Service Desk Availability</b>	08.00 – 18.00 each working day (Monday to Friday excluding public holidays in England) except during the annual Christmas closedown which will be notified to You in advance, annually	Not applicable



<b>Service Desk Response – Telephone</b>	All Service desk phone calls shall be answered or voicemail messages responded to.  Our telephone service is intended for the reporting of high priority Incidents/Faults.	Calls and/or voicemail messages will be answered or acknowledged within 2 hours during Service Desk Availability.
<b>Service Desk Response – Online Portal</b>	All service requests raised by online portal shall be acknowledged and responded to according to their assigned Priority as detailed in the Incident Management Table.	You will be provided with a confirmation of any Issue/Incident/Fault raised and updates will be sent periodically during Service Desk Availability.
<b>Estimated Resolution Time</b>	The time estimated for a particular Priority under the Incident Management Table that comes into effect and burns down from the point at which the Issue/Incident/Fault is accepted into the queue by the Service Desk. When We are awaiting feedback, testing, resource from the Customer, this time will be paused and is not representative of a total resolution period.  An estimate does not constitute a contractual commitment.	Issues/Incidents/Faults raised via the Online Portal are fully audited and a detailed report can be provided upon request and the Online Portal provides real-time updates.  Issues/Incidents/Faults raised by other means will be logged by the Service Desk on the Online Portal and can be monitored in the same way.

**Incident Management Table**

<b>Incident Management and Incident Priority Levels</b>	<b>SLA Description</b>	<b>Estimated Resolution Time</b>
<b>P1</b>	Incidents with business critical impact on the System where there are no identified workarounds which will allow continued operation of the System. P1 incidents take total precedence over all other support activity.	1 working day.
<b>P2</b>	Incident with moderate Customer impact – major effect on the operation of the business, but does not affect the core functions of the business.	3 working days.
<b>P3</b>	Incident with moderate business risk/affecting a few users.	7 working days.
<b>P4</b>	Issues which have no effect on business operations or continuity but are required in order to bring the Licensed Application within specification.	14 working days.
<b>P5</b>	All scheduled work including system updates, configuration changes and template work that falls inside of included Support as defined in Schedule 4.	28 working days.



<b>Onsite Support</b>	If required, we will use Our reasonable endeavours to provide onsite assistance within 72 hours of a request being made. Such work may incur Additional Charges depending on Priority Level and the nature of the Fault as defined in Schedule 4.	Whether onsite support is provided within 72 hours of request being made.
<b>Standard Change</b>	A change that is recurrent, well known, has a pre-defined, relatively risk-free path, and is the accepted response to a specific requirement or set of circumstances provided by the Customer, authority is effectively given in advance of implementation for any pre-agreed Standard Changes.	
<b>Request for Change</b>	If You request additional works that fall outside of the Support defined in Schedule 4 and is not a Standard Change. These will be assigned a Priority as above but the Resolution Time will not apply although every endeavour will be made to complete the work to schedule.	Case by case basis.
<b>KEY AREA</b>	<b>TARGET SERVICE LEVEL AGREEMENT (SLA)</b>	<b>MEASUREMENT / KEY PERFORMANCE INDICATOR (KPI)</b>
<b>Account Management Facility Post Implementation</b>	An Account Management Facility post implementation will be available, other than when on annual leave or away from work due to sickness, 9:00 - 17:00UTC - Monday to Friday. When an Account Manager is off-site he/she should respond within 2 working days to any message; however, there will always be an Account Manager available within these time frames.	Client Account feedback.
<b>Management Point of Escalation Post Implementation</b>	A Senior Management point of escalation who is not part of the Service Desk team and who is senior to the Account Manager will maintain the relevant contact.	Client Account feedback.
<b>Software Patches / Upgrades</b>	We shall load any patches/upgrades to a test environment to allow a period of fourteen (14) days to complete user acceptance testing (UAT) prior to applying this to the live environment.	Upgrades will be communicated and offered to Customers who meet the criteria and any such upgrade will be tracked through the Online Portal.
<b>Software Patches / Upgrades</b>	All software patches are applied consistently across the test, training and live environments.	100% of all software patches are applied to the test, live and training environments.

