

TECHNICAL SUPPORT SERVICE LEVEL AGREEMENT



1. INTRODUCTION

Service Works Global Limited ("the Supplier") undertakes to provide Technical Support for all software products sold and licensed by the Supplier to customers in accordance with its standard Software Licence Terms and Conditions.

This Service Level Agreement sets out the responsibilities and performance targets that apply to both the Supplier and the Customer, which enable Technical Support to be provided by the Supplier to an agreed standard. The following provisions apply:

- 1.1. Attainment of service level objectives requires the co-operation of all participants named in this agreement working together to ensure success. If the service level objectives are not being achieved for any reason, the Supplier's representative, working with the Customer's nominated representative will assume responsibility for taking appropriate actions to resolve the issues.
- 1.2. This Service Level Agreement excludes support for products and/or services provided by the Customer and/or the Customer's own third party supplier. Support for these will be through the Customer's own agreement with the third party supplier.
- 1.3. Any support services provided by the Supplier at the Customer's site(s) will be charged at the Supplier's listed daily rate for support services.
- 1.4. The Supplier reserves the right to amend the terms contained within this agreement having provided one (1) months notice of material changes in writing.

2. RESPONSIBILITIES

The following section outlines the responsibilities of each of the parties to this Agreement in order that Technical Support can be provided by the Supplier to the agreed standard.

2.1. It is the Supplier's responsibility to:

- 2.1.1. Provide a contact point (known as the Support Centre) for Customers to call or email their requests for support;
- 2.1.2. Provide support to the current release of the Software, or any other version at the Supplier's discretion;
- 2.1.3. Maintain comprehensive records of Customer's contact with the Support Centre, showing the details of date and time of requests, user name, nature of request, actions taken and current status;
- 2.1.4. Provide appropriate response within the timescale set out in this Service Level Agreement;
- 2.1.5. Provide the necessary technical resources needed to replicate, analyse and resolve or provide work-around for technical issues as quickly as possible; and,
- 2.1.6. Notify the Customer of status changes and progress of specific issues.

2.2. It is the Customer's responsibility to:

- 2.2.1. Ensure it uses a licensed version of the software, to the limits (in both software applications and users) allowed under the terms of sale outlined in the Customer Order Form;
- 2.2.2. Ensure all applicable Technical Support & Product Maintenance charges are fully paid or, where invoiced, a payment deadline has been agreed, where late payment may result in service suspension or cancellation as per the terms of the agreement;
- 2.2.3. Identify and maintain at least one (1) designated QFM software super-user / administrator (nominated QFM representative) per site who will be responsible for reporting all requests for support. This person must be trained to the appropriate level by SWG. Requests for assistance from persons other than the designated QFM representative may be charged at the Supplier's current daily rate for support services;
- 2.2.4. Identify and maintain at least one (1) designated IT infrastructure specialist (nominated IT representative) per site who will be responsible for technical troubleshooting issues on Customer's site and provide on-site IT infrastructure support as required;

- 2.2.5. Notify the Supplier of any changes to the nominated QFM and IT representatives' name and/or details;
- 2.2.6. Provide full remote access to the Customer's QFM software and platform environment, at the Customer's cost, including (but not necessarily restricted to) desktop and database servers. Failure to provide remote access may result in charges for services at the daily rate specified in this agreement (as amended from time to time);
- 2.2.7. When submitting a request for support, endeavour to provide all relevant information, which will include (as a minimum):
- 2.2.7. (a) Name of caller and full telephone number
 - 2.2.7. (b) Organisation name and site location
 - 2.2.7. (c) Software product and version number
 - 2.2.7. (d) Nature of support required (as detailed as possible, including an existing Issue Reference Number for open issues)
 - 2.2.7.(e) Effect on business operations (if applicable)
 - 2.2.7. (f) Time and date of occurrence
- 2.2.8. Ensure all requests for support (and any follow-up communications) made by the Customer are made through the Supplier's advertised Support Centre phone and/or email address;
- 2.2.9. When reporting a request for support, first determine that the issue relates wholly or in part to the QFM software. Otherwise, the Supplier may choose to either not resolve the issue or resolve the issue and charge the Customer for doing so at the Supplier's listed daily rate for support services;
- 2.2.10. Maintain the Customer's hardware platform in a condition that is compliant with the minimum requirements laid out in the QFM Platform Specification (as amended from time to time);
- 2.2.11. Maintain a record of all updates and modifications to the platform and supporting network infrastructure, which can be provided to the Support Centre on request; and,
- 2.2.12. Where additional information has been requested by the Supplier to determine an action plan to resolve the support request, provide all requested information in a timely manner.

3. SERVICE LEVEL COMMITMENT

The Supplier commits to ensure that:

- a. It maintains a contact point for Customers to call or email their support requests, which will be available 24/7 and 365 days per year; and,
- b. All Customers receive a response to their request for support within two (2) hours of making the request to the Support Centre by phone or email. Response includes the processing (logging) and classification of the request and notification/confirmation sent to the Customer by email with request details.

Request classification by the Support Centre at the point of response will be based on the nature of the disruption to business operations caused by the technical support requirement or fault.

4. REPORTING

A monthly Support Request Status report will be provided to the Customer (on request) giving details of all open support requests and their status. The report will be provided electronically via email to the designated QFM or IT Representative. Any additional reports will be provided at the Customer's expense on a time and materials basis at the Supplier's listed daily rate for support services.