



# Service Works Global

## Technical Support

### Service Level Agreement

## INTRODUCTION

Service Works Global Limited (“the Supplier”) undertakes to provide Technical Support for all Archibus software products sold and licensed to the “Customer”.

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 third party Supplier. Support for these will be through the Customer’s 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 along with any travel and subsistence expenses for support services.
- 1.4. Where significant support resource is provided by the Supplier and the root cause of the support issue is not the responsibility of the Supplier, the Customer agrees to pay a reasonable fee for the Supplier’s time that has been utilised at the current day rate

## 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.

- 1.5. The Supplier will:
  - 1.5.1. Provide a support portal to enable Customers to log and review cases 24/7 and 365 days per year;
  - 1.5.2. Support Archibus version in line with Archibus support which is currently defined as current version and one previous version.
  - 1.5.3. 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;
  - 1.5.4. Provide appropriate responses within the timescale set out in this Service Level Agreement;

- 1.5.5. Provide the necessary technical resources needed to analyse and resolve or provide work-around for technical issues in accordance with the timescale set out in this Service Level Agreement; and,
- 1.5.6. Where the issue is assessed to be attributable to the source code or where input is required from Eptura then the Supplier will escalate to Eptura in a timely manner. Where escalated to Eptura the Supplier cannot be held responsible for failure to meet timescales set out below.
- 1.5.7. Notify the Customer of status changes and progress of specific issues.
- 1.6. It is the Customer's responsibility to:
  - 1.6.1. Ensure it uses a licensed version of the software, within the limits allowed (in both software applications and users) allowed under the terms of the Archibus license.
  - 1.6.2. Ensure all applicable 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;
  - 1.6.3. Identify and maintain at least one (1) designated Archibus software super-user / administrator (nominated Archibus representative) who will be responsible for reporting all requests for support. This person must have an understanding of how the functions of Archibus in use by the Customer operates. Requests for assistance from persons other than the designated Archibus representative(s) may be reasonably charged at the Supplier's current daily rate for support services;
  - 1.6.4. Identify and maintain at least one (1) designated IT infrastructure specialist (nominated IT representative) who will be responsible for technical troubleshooting issues on the Customer's site and provide on-site IT infrastructure support as required;
  - 1.6.5. Notify the Supplier of any changes to the nominated Archibus and IT representatives' name and/or details;
  - 1.6.6. Provide full remote access to the Customer's Archibus 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);
  - 1.6.7. When submitting a request for support, the Customer will use all reasonable endeavors to provide as much relevant information as possible, including:
    - (a) Name of caller and full telephone number
    - (b) Organisation name and site location
    - (c) Incident description/symptoms along with supporting documentation e.g. screen shots, log files, error messages, etc.
    - (e) Nature of support required (as detailed as possible, including the existing Issue Reference Number for open issues)
    - (f) Effect on business operations (if applicable)
    - (g) Time and date of occurrence

- 1.6.8. Ensure all requests for support (and any follow-up communications) made by the Customer are made through the Supplier's Customer Portal.
- 1.6.9. When reporting a request for support, first determine that the issue relates wholly or in part to the Archibus software. Otherwise, the Supplier may choose (in discussion with the Customer) 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;
- 1.6.10. Maintain the Customer's hardware platform in a condition that is compliant with the minimum requirements laid out in the Archibus Platform Specification (as amended from time to time) which can be found in the Supplier's Customer Portal;
- 1.6.11. 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,
- 1.6.12. 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.
- 1.6.13. It is the Customer's responsibility to perform appropriate user acceptance testing relating to any upgrade before relying on the output of any new version, revision patch, change in configuration, technical change or customisation;

## CUSTOMER

- 1.7. Exclusions (Chargeable) - This agreement does not include the issues related to or caused by the following components, the resolution of which will be charged for as per 1.4 above:
  - 1.7.1. Hardware, operating system, network infrastructure;
  - 1.7.2. The improper use, operation or neglect of the Archibus application
  - 1.7.3. The modification of the Archibus application or its merger (in whole or in part) with any other software which is not carried out by the Supplier;
  - 1.7.4. The failure by the Customer to implement reasonable recommendations in respect of or solution to faults previously advised by the Supplier;
  - 1.7.5. Any repair, adjustment, alteration or modification of the Software by any person other than the Supplier without the Supplier's prior written consent;
  - 1.7.6. The use of the Software other than for the purpose for which it was designed as defined in Archibus standard help documentation provided online or once completed the functional design specification document written by the Supplier for the Customer as part of the proposed upgrade project or as reasonably envisaged under this Agreement;
  - 1.7.7. Data corruption howsoever caused;
  - 1.7.8. Data introduced to the system other than by the user interface or an integration written or approved by the Supplier;
  - 1.7.9. Any customisations, custom reports, integrations, or support of customisations, custom reports or integrations unless specifically documented as included within this agreement;
  - 1.7.10. Upgrades to customisations, integrations and/or dynamic reports, unless specifically documented as included within this agreement;

1.7.11. Requests for Support and Maintenance received from personnel who are not trained to the satisfaction of the Supplier; and

1.7.12. Training over and above an initial 15 minutes (up to 15 minutes per incident is included as part of support case) if required.

## SERVICE LEVEL COMMITMENT

The Supplier commits to ensure that:

- a. It maintains a Customer portal support for communication relating to requests, available 24/7 and 365 days per year, with an uptime of at least 99.9%; and,
- b. To use reasonable endeavors to meet the response and resolution times outlined in this Service Level Agreement. This is based on agreed working hours.

Response is defined as how quickly the Supplier responds to an incident being raised via the portal. Response time is based on agreed UK working hours of 09:00 to 18:00 Monday to Friday.

Resolution is defined as how quickly the Supplier takes from the time an issue is logged until it is resolved. Time spent awaiting customer responses is not included in SWG Resolution time. A resolution can be either a suitable workaround or permanent fix. Resolution is based on agreed UK working hours of 09:00 to 18:00 Monday to Friday.

*Agreed Working Hours* if operating hours are 09:00 to 18:00, Monday to Friday, and an incident is logged at 17.55 on a Friday evening, then a response or resolution to this at 09:05 on the following Monday morning is defined as a 10-minute response or resolution time. It should be noted that time taken by the Customer to respond to requests from the Supplier will be deducted from the resolution time.

Standard support for the Archibus application is provided within the local support hours from 09:00 to 18:00 Monday to Friday excluding Public Holidays.

Priority	Description and response times	Examples	Response Time	Target Resolution Time
1	Urgent	Full system down where all users have no access to Archibus.	1 Hour	5 Working Days
2	High	A severe disruption to the system operability or functionality affecting multiple users a singular core component and unable to carry out critical business functions.	1 Hour	10 Working Days
3	Normal	A disruption in functionality that does not impact the entire system, such as: Multiple users unable to access the application. Unable to see a group of data records. Loss of ability to run any reports.	4 Hours	12 Working Days
4	Low	A minor disruption in operability or functionality that does not impact the entire system, such as: Single user access issue. Unable to see a single data record.	8 Hours	15 Working Days

Request classification by the Supplier 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.

Please note that it is not within SWG capability to deliver core product fixes or changes and this will be dependent upon Eptura.

## 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 Archibus 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.

### **On behalf of the Supplier**

Service start

Signature:

Name:

Title:

Date:

### **On behalf of the Customer**

Signature:

Name:

Title:

Date:

## Appendix 1 – Commercial Process for Chargeable Activity

The Supplier may need to work where an incident is logged but the root cause is outside the scope of the contract. In this instance the Customer may require the Supplier to work on the incident and may not want to await the time involved internally approving a purchase order for this out of scope work.

To accommodate this situation a Call Off Purchase order or PSS will be issued to the Supplier.

The Supplier wherever possible will request permission to carry out work against this Purchase Order prior to commencing any such work. On occasions it may not be possible to ascertain that such work is outside of scope of support prior to commencement, in which case the Supplier will provide details of any work they intend to invoice against this Purchase Order and will only raise the invoice once reasonably agreed by the Customer.

Once the Call Off Purchase Order or PSS is nearing completion, the Account Manager on behalf of the Supplier will request a further Call Off Purchase Order / PSS.

The status of the Call Off PO / PSS and all work considered under this category will be reviewed.

12 Month initial agreement, based on a minimum purchase of ten hours providing access to Premium Support and other unplanned Services in 15 minute segments.

Contract resets for a further 12 months when top-up is ordered. Unused time expires after 12 months without top-up.

The following rates are applied for out of scope work:

Standard rate (weekdays between 09.00 and 17.30 UK time) £150 (ex VAT) per hour.

Weekday work outside 09.00 to 17.30 is 150% of the standard rate above.

Weekend/Bank Holiday work is charged 200% of the standard rate above.

These rates may change from time to time and if so the Customer will be formally notified.