



PART B

1 SUPPORT AND MAINTENANCE

- 1.1 During the term of this Agreement We shall perform the Support and Maintenance Services in accordance with the Service Levels.

2 SERVICE LEVELS

We shall:

- a) prioritise all Incidents based on its reasonable assessment of the severity level of the problem reported; and
 - b) subject to paragraph 2.2 below, respond to all Incidents in accordance with the responses and response times specified in the table set out below.
- 2.1 The solution relies on a number of 3rd party suppliers which are not in Our control. Where an Incident arises directly as a result of the actions of a 3rd party supplier and through no fault of Our own, We shall use Our best commercial endeavours to respond to such an Incident and to provide a Solution within the relevant Service Level response time PROVIDED ALWAYS that if We fail to provide a Solution within the relevant Service Level response time in the circumstances detailed in this paragraph 1.4 only, the Service Credits shall not apply .

SEVERITY Lvl. OF FAULT	DEFINITION	SERVICE LEVEL RESPONSE & RESPONSE TIME
1	<p>Business Critical Failures: An error in, or failure of, the Solution that:</p> <ul style="list-style-type: none"> a) materially impacts the operations of Your business or marketability of Your services or products; prevents necessary work from being done; or b) disables major functions of the Solution from being performed. 	<p>Level 1 Response: Acknowledgment of receipt of an Incident within 4 UK working hours.</p> <p>Level 2 Response: We shall:</p> <ul style="list-style-type: none"> a) restore the Solution to a state that allows you to continue to use all functions of the Solution in all material respects within 2 workingdays after the Level 1 Response time has elapsed; and b) exercise commercially reasonable efforts until full restoration of function is provided. <p>Level 3 Response: We shall work on the problem continuously and implement a fix or suitable work-around within 4 UK working hours of receipt of the Incident. If We deliver a suitable work-around rather than a fix, the severity level assessment shall reduce to a severity level 2 or lower.</p>
2	<p>System Defect with Workaround:</p> <ul style="list-style-type: none"> a) a critical error in the Solution for which a work- around exists; or b) a non-critical error in the Solution that affects the operations of Your business or marketability of Your services or products. 	<p>Level 1 Response: Acknowledgment of receipt of an Incident within 4 UK working hours.</p> <p>Level 2 Response: We shall, within 2 Business Days after the Level 1 Response time has elapsed, provide:</p> <ul style="list-style-type: none"> a) an emergency software fix or workaround, or; and b) temporary release or update release, which allows You to continue to use all functions of the Solution in all material respects. <p>Level 3 Response: We shall provide a permanent fault correction as soon as practicable.</p>
3	<p>Minor Error: An isolated or minor error in the Solution that:</p> <ul style="list-style-type: none"> a) does not significantly affect Solution functionality; b) may disable only certain non-essential functions; or c) does not materially impact Your business performance. 	<p>Level 1 Response: Acknowledgment of receipt of an Incident within 4 UK working hours.</p> <p>Level 2 Response: We shall provide a permanent Incident correction within 2 Business Days after the Level 1 Response time has elapsed.</p>

2.2 We shall give You regular updates of the nature and status of Our efforts to correct any Incident as well as monthly reports as to achievement of Service Levels and Service Credits to which You have become entitled.

3 SERVICE CREDITS (NOT AVAILABLE IN THIS INSTANCE DUE TO NATURE OF AGREEMENT TO BUILD THE SOLUTION ENHANCEMENTS AND THEN TRIAL FOR 12 MONTHS)

3.1 Subject to paragraph 2.2, if We fail to provide a Solution within the relevant Service Level response time, You shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Incident on submitting a written claim for such Service Credit, provided that the relevant Incident or other problem relating to the Solution:

- a) did not result directly as a result of Your act or omission; and
- b) was promptly notified to Us in writing.

SEVERITY Lvl. OF FAULT	SERVICE CREDIT
1	An amount equal to [0]% of the-then current annual Support and Maintenance Fee for each additional day or part of a day (not to exceed [5] days) that We fail to provide a Solution.
2	An amount equal to [0]% of the-then current annual Support and Maintenance Fee for each additional day or part of a day (not to exceed [3] days) that We fail to provide a Solution.
3	An amount equal to [0]% of the-then current annual Support Fee for each additional day or part of a day (not to exceed [3] days) that We fail to provide a Solution.

3.2 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by You and not a penalty.

3.3 Service Credits shall be shown as a deduction from the amount due from You to Us in the next invoice then due to be issued under this Agreement.