SUPPORT TERMS

These Support Terms set out the additional terms and conditions related to the provision of the Support Services and shall be incorporated into and form part of Your agreement with the Supplier.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Support Terms:

"Error" means any verifiable and reproducible failure of the Software to materially conform to the Documentation;

"Helpdesk" means the Supplier's website that Authorised Users may use to log support tickets and enhancement requests which can be accessed at www.orbussoftware.com or such other address as the Supplier may notify to the Client from time to time which is made available to Client whilst they are in receipt of the Services;

"Required Information" means the information to be provided by an Authorised User in relation to an Error when raising a Support Incident Ticket including (i) the precise description of what is seen by the Authorised User on the screen; (ii) the exact steps that were being performed by the Authorised User when the problem occurred; (iii) the precise text of any error message that the Authorised User received: (iv) the activity that was being undertaken by the Authorised User when the problem occurred; (v) the operating system of the terminal which experienced the problem; (vi) the Visio version of the Authorised User's machine; (v) a screenshot of the Error; (vi) the log files; and (vii) in the case of installations with multiple repositories, the name of the project (or repository);

"Support Desk Accounts" means accounts which are provided by Supplier solely and exclusively to nominated Authorised Users, whose details have been entered into the Helpdesk for the purposes of receiving Support Services;

"Support Hours" has the meaning given to it in the applicable Purchase Order;

"Support Incident Tickets" means incidents associated with the Software which are logged onto the Helpdesk; and

"Third Party Materials" means any services, data, information, content, Intellectual Property Rights, websites, software and other materials provided controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between You and the relevant third party (including such Third Party Materials which may be linked to, interact with or used by the Services) and all other materials expressly identified as Third Party Materials in this Agreement, or in a Purchase Order.

2. SERVICE AVAILABILITY

The Supplier will supply the Support Services during the Support Hours. Client acknowledges and agrees Supplier shall only respond to Critical Priority Incidents during the period between December 25th December and 31st December each year.

3. SUPPORT SERVICES SCOPE

3.1 Support Services shall only be provided in respect of Errors which are raised via the Helpdesk in accordance with the terms of this Agreement (for the avoidance of doubt: (i) onsite support; (ii) custom development (iii) training; and (iv) Consultancy Services are not included within the scope of the Support Services).

3.2 Client may submit suggestions or requests for new features and enhancements to the Supplier's user voice section of the Helpdesk (currently located at https://iserver.uservoice.com/) but such suggestions and requests shall be outside the scope of the Support Services.

3.3 Supplier shall classify any Support Incident Tickets which fall outside of the scope of the Support Services as Consultancy Tickets. The Supplier shall not be obliged to perform any Consultancy Tickets unless and until agreed and documented in accordance with the provisions of these Support Terms.

3.4 Consultancy Tickets. Support Services are limited to responding to and resolving Errors. Support Incident Tickets which do not relate to Errors may be rejected or classified as Consultancy Tickets. Consultancy Tickets would include tickets relating to: (i) Microsoft Visio templates, stencils and master designs of any form; (ii) customisation of reports; (iii) use of frameworks and standards (such as TOGAF and ArchiMate); and (iv) modelling approaches, modelling techniques and best practices related therewith. Performance of Consultancy Tickets will be subject to Client purchasing additional Consultancy Services.

4. INCIDENT PRIORITISATION

Client shall promptly, following discovery, notify Supplier of any Error via the Helpdesk and provide Supplier with reasonable detail of the nature and circumstances of the Error. Each Party shall categorise Errors as follows:

4.1 Urgent (P1) Priority Support Service Incidents means incidents that prevent the use of the Subscription Services including but not limited to an inability to log-in and critical loss of Data;

4.2 High (P2) Priority Support Service Incidents means incidents that need to be dealt with quickly but do not prevent the use of the Subscription Services, including but not limited to incidents that prevent the use of a product feature; and

4.3 Normal (P3) Priority Support Service Incidents means incidents that are not urgent which can be dealt with on a first come first served basis including but not limited to minor incidents that do not prevent use of a feature; and

4.4 Low (P4) Priority Support Service Incidents means incidents that are not urgent which can be dealt with on a first come first served basis including but not limited to cosmetic incidents that do not prevent use of a feature or function.

5. INCIDENT RESPONSE TIMES AND RESOLUTION

The incident response times and resolution times shall be as setout in the table below:

Incident Category	ResponseTime*	Resolution Time**
Urgent Priority (P1)	2 hours	24 hours

Incident Category	ResponseTime*	Resolution Time**
High Priority (P2)	24 hours	30 days
Normal Priority (P3)	7 days	6 months
Low Priority (P4)	21 days	On a prioritised basis

* If raised during the Support Hours, measured from the time the incident is logged in the Helpdesk, if raised outside of the Support Hours, measured from the commencement of the next period of Support Hours.

**Target times only. Measured from the time the Supplier receives the Required Information, or if requested, such other information as may be reasonably requested. If received during the Support Hours, from the time the information is received, if received outside of the Support Hours, measured from the commencement of the next period of Support Hours. Subject to Customer providing all reasonable assistance in a timely manner.

6. LOGGING SUPPORT INCIDENT TICKETS

Authorised Users with a Support Desk Account shall:

6.1. submit all Support Incident Tickets via the Helpdesk, which shall be monitored and reviewed by Supplier; and

6.2. categorise the severity of the Support Incident Ticket according to the Incident Prioritisation Guidelines (as detailed in section 5.), subject always to Supplier's right to override Client's allocation.

7. RESPONDING TO SUPPORT INCIDENT TICKETS

7.1. Supplier shall, in response to receiving Support Incident Tickets:

7.1.1. confirm whether the Support Incident Ticket is in scope or outside of scope;

7.1.2. confirm the prioritisation or reclassify the incident according to the Incident Prioritisation Guidelines;

7.1.3. confirm receipt and either: (i) verify that the Required Information has been provided and is sufficient to enable Supplier to take the practical steps needed to resolve the Support Incident Ticket; or (ii) request Client's Representative, or if nominated in writing, system administrator (**"System Administrator"**) provide the Required Information and such other information as may be reasonably requested.

7.2. If a Support Incident Ticket cannot be reproduced in Supplier's environment, Supplier may require access to Client's database or remote access to Client's processing environment in which the Software is installed. Where this is the case, Client shall comply with Supplier's reasonable requests and provide access where necessary.

7.3. On receipt of the Required Information or such other information as may be reasonably requested (as applicable), Supplier shall use reasonable endeavours to respond to the Support Incident Tickets in accordance with the target incident response times, or such other period as the Parties may agree on a per incident basis).

7.4. Client acknowledges that Supplier may, in its reasonable discretion, decline to address Support Incidents if it deems that such Support Incidents are outside of its control (including technology constraints).

8. EXCEPTIONS

Supplier has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or

result from any of the following (each a **"Service Exception"**):

8.1. Software, or the media on which it is provided, that is modified or damaged by Client or any third party;

8.2. any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Client's use in the Documentation, unless otherwise expressly permitted in writing by Supplier;

8.3. any Third-Party Materials;

8.4. any negligence, abuse, misapplication, or misuse of the Software other than by Supplier Personnel, including any Client use of the Software other than as specified in the Documentation or expressly authorized in writing by Supplier;

8.5. any Client failure, including Client's failure to promptly install any maintenance release that Supplier has previously made available to Client;

8.6. the operation of, or access to, Client's or a third party's system or network;

8.7. any relocation, installation or integration of the Software other than by Supplier Personnel;

8.8. any Open Source Components, beta software, software that Supplier makes available for testing or demonstration purposes, temporary software modules, or software for which Supplier does not receive a license fee;

8.9. any breach of or noncompliance with any material provision of this Agreement by Client or any of its Authorised Users.

9. REMOTE AND ONSITE SUPPORT

9.1. Client acknowledges that Support Services are provided remotely and Supplier may respond to and assist in the resolution of Support Incident Tickets using whichever mode of communication it deems appropriate.

9.2. Where a Support Incident Ticket cannot be resolved remotely, or upon Client's request, the Supplier may provide on-site support at Client's premises, subject to the Parties agreeing any additional fees which shall apply (including travel and accommodation expenses).

10. CLOSURE OF SUPPORT INCIDENTS

10.1. Supplier shall close a Support Incident Ticket when it deems that it has been resolved at which point it shall send an email to Client Representative or System Administrator confirming the closure of the Support Incident Ticket.

10.2. If Client disputes the closure of a Support Incident Ticket, it may raise such challenge in the relevant Support Incident Ticket and request that it is reopened. Supplier reserves the right to determine whether the Support Incident Ticket should be reopened.

10.3. In the event that the Support Incident Ticket cannot be resolved remotely, Supplier may provide a chargeable on-site visit to Client.

11. CLIENT RESPONSIBILITIES

Client shall:

11.1. log Support Incident Tickets, Software issues, consulting requests, training requests in the Helpdesk and provide the Required Information and such other information as may be reasonably required for the Supplier to understand;

11.2. cooperate fully with Supplier's personnel in the diagnosis or investigation of any Error, Software performance related inquiries or other issue or problem with the Software (including without limitation, (i) reasonable access to the appropriate Client personnel, including network, systems, operations, and applications personnel; and (ii) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing);

11.3. be responsible for purchasing, installing, maintaining, and operating in good repair and in accordance with the Documentation all hardware and operating systems requiredto use and support the Software;

11.4. be responsible for maintaining all third-party software other than Third Party Material;

11.5. maintain an e-mail address for electronic mail communications with Supplier;

11.6. regularly back up all data, files, and information that may be used in conjunction with the Software and assume sole responsibility for any lost or altered data, files, or information.

12. ADDITIONAL SUPPORT DESK ACCOUNTS

Client may request additional Support Desk Accounts by contacting the Supplier Representative, the provision of which shall be subject to the prior written agreement of the Supplier.

13. MEASUREMENT

13.1. Client may review Supplier's performance against the service levels by using the Helpdesk.

13.2. Supplier shall promptly upon receiving a request from Client, provide Client with a report detailing incident response times and resolution times. All such requests shall be raised by Client to the Supplier Representative.

13.3. Supplier may, in conjunction with Client, conduct reviews of its Support Services on an annual basis to determine areas of improvement.

14. ESCALATION

14.1 In the event that Client becomes dissatisfied with the Support Services it shall forthwith contact the Supplier's support manager providing:

14.1.1. details of the reason for its dissatisfaction; and

14.1.2. a request for a review meeting on terms reasonable for both parties if Client deems it necessary.