



ISS SUPPORT FRAMEWORK™ DEFINITION

This document contains the standard ISS Support Framework Definition. This document is issued to all ISS clients as a guide to support services available, together with definitions for fault reporting and resolution, including the submission of change requests and software releases.

All ISS documentation is automatically protected by copyright as an original work

SUPPORT FRAMEWORK DEFINITION

This SUPPORT AGREEMENT (this "Agreement") is entered into by and between <customer name>, together with its Subsidiaries, as defined below, (collectively "Customer"), and Influential Software Services Ltd ("ISS"), and describes the terms and conditions pursuant to which ISS shall provide support and maintenance to the Customer (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

CONTENTS

SECTION 1:	SUPPORT DEFINITIONS	Page(2)
SECTION 2:	FAULT REPORTING/DEFINITIONS	Page(3)
SECTION 3:	TERMS OF SUPPORT AGREEMENT	Page(4)
SECTION 4:	RESPONSIBILITIES FOR THE AGREEMENT	Page(5/6)
APPENDIX A:	SUPPORT PRICING AGREEMENT <to be defined with customer directly>	Page(-)

1. DEFINITIONS

1.1 CONFIDENTIAL INFORMATION

means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Customer by ISS, or by Customer to ISS and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Customer and ISS whether executed prior to or after the date of this Agreement.

1.2 DOCUMENTATION

Means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by ISS which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

1.3 MAJOR AND MINOR UPDATES

Shall mean updates, if any, to the ISS Software. *Major Updates* involve additions of substantial functionality while *Minor Updates* do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. ISS is the sole determiner of the availability and assignment of an update as a Major or Minor Update. Major Updates exclude software releases which are reasonably designated by ISS as new products, in accordance with generally accepted industry practices. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

1.4 SUPPORT LEVEL

ISS support is graduated at three levels; according to the needs of the Customer. The three levels we provide for are: Silver, Gold & Platinum.

Support levels are defined as follows:



Silver Support: Basic Application Support - 2-hour response time. E-mail and web portal access and telephone support. Full tracking and logging services available via influentialsoftware.com. Support provided via ISS support team.



Gold Support: Enhance Application Support - As above but including 24hr coverage (where negotiated specifically), and the addition of a dedicated expert user at ISS to manage this application/customer. Operative available for on-site meetings with client at no extra charge¹

¹ Excluding standard T&E costs
Company Confidential

2 FAULT DEFINITIONS (SUPPORT)

2.1 SUPPORT CALL (LEVEL 1)

Means a reported problem in the Software which causes the system to be down and therefore not allowing users to access the main application, or has a significant revenue limiting impact, with no obvious work-around.

2.2 SUPPORT CALL (LEVEL 2)

Means a reported problem in the Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a core system function whilst the system remains "up" and able to support the majority of the user base.

2.3 SUPPORT CALL (LEVEL 3)

Means a reported problem in the Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

2.4 RESPONSE TIME

Means the elapsed time between the receipt of a service call and the time when ISS begins the Maintenance and Support, including - a verbal or written confirmation to the Customer thereof. This will include the allocation of a "ticket no", allowing tracking of the issue via the ISS website, together with an agreed description of the problem

2.5 ISS SUPPORT AND CONTACT PROCEDURE

First contact should be via website or e-mail. In cases of a "Level 1" issue **only**; ISS recommends contact via telephone directly.

E Mail: support@influentialsoftware.com
Web Portal: <http://www.influentialsoftware.com/deskpro/>
Telephone: 08456 430592² (or as arranged with ISS Account Manager)

Hours of Operation³: Monday-Friday (excluding public holidays)
9am - 5.30pm GMT

² or as arranged directly with ISS Account Manager

³ Certain "levels" of support may enjoy 24/7 access to ISS Support

3 TERMS OF AGREEMENT

3.1 AGREEMENT TERMINATION

ISS's provision of Maintenance and Support to Customer will commence on the Effective Date and will continue for an initial term of one (1) year. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Customer has provided ISS with a written termination notice of its intention not to renew the Maintenance and Support at least sixty (60) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3.2 MAINTENANCE AND SUPPORT SERVICES

Maintenance and Support will be provided only with respect to versions of the Software that are being supported by ISS, according to the following schedule: (a) a Major Update will be supported for two (2) years after the commercial release of the next Major Update, provided always that Customer makes use of the last Minor Update and Update of the first mentioned Major Update and (b) a Minor Update will be supported for one (1) year after the commercial release of the next Minor Update, provided always that Customer makes use of the last Update of the related Major Update.

3.3 LEVELS OF MAINTENANCE AND SUPPORT RESOLUTION

Maintenance and Support is available at the following Resolution Times (within the logging times as defined in C.1.6):

- (i) **Support Call (Level 1):** response time two (2) hours, patch or work-around next day, fixed or documented in next major product release
- (ii) **Support Call (Level 2):** response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release
- (iii) **Support Call (Level 3):** one (1) business day, problem documented and input for consideration in next major product release

3.4 BASIC MAINTENANCE & CHANGE REQUESTS

Basic Maintenance means that ISS will provide during ISS's standard. hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the operation of the Software; and (d) error verification, analysis and correction to the extent possible by telephone.

Not included within the Basic Maintenance framework, is customer requested modifications in the functionality of the software, where this includes, new screens, new programs, database changes, new business process or appearance of the software. In all these cases, this shall be covered by Minor or Major releases of the application, to be agreed in advance by ISS and Customer for delivery as specified by the Customer.

Change requests may be logged at any time by the Customer, either by e-mail, telephone or via the web support portal, but the standard response times of the support agreement shall not apply; since this may involve substantial work, and will require the creation of a change request specification and related quotation. This may form part of a separate agreement, for either the initial period of software deployment, or under the auspice of separate "Change Agreement"

3.5 ON-SITE ASSISTANCE

At ISS's discretion (or in accordance with support agreement level), ISS can provide Maintenance and Support at the Customer Site. In such event Customer will reimburse ISS for all related traveling expenses and costs for board and lodging.

3.5 CAUSES WHICH ARE NOT ATTRIBUTABLE TO ISS

Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to ISS. These services will be billed to Customer at ISS's then-current rates. Causes which are not attributable to ISS include but are not limited to:

3.5.1 Accident: Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by ISS; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.5.2 Improper Installation: by Customer or use of the Software that deviates from any operating procedures established by ISS in the applicable Documentation;

3.5.3 Modification: alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than ISS or ISS's authorized representatives;

3.5.4 Additions: software programs made by Customer, without submission to the standard ISS QA procedures or other non-authorized parties.

4 RESPONSIBILITIES OF CUSTOMER

ISS's provision of Maintenance and Support to Customer is subject to the following:

4.1 ACCESS TO CUSTOMER SYSTEMS

Customer shall provide ISS with access to Customer's personnel and Equipment during normal business hours. This access must include remote access to the Equipment on which the Software is operating and to obtain the level of necessary to support the Software.

4.2 BACK-UP AND HARDWARE MAINTENANCE

Customer shall provide supervision, control and management of the use of the Software. In addition, Customer shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 FAULT LOGGING

Customer shall document and promptly report all errors or malfunctions of the Software to ISS. Customer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from ISS.

4.4 TRAINING IN USE OF THE APPLICATION

Customer shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used according to any agreed training strategy

4.5 MAINTENANCE FEE

The Maintenance Fee for each calendar year of Maintenance and Support will be as defined in Schedule A for each Site as specified in Schedule A (where multiple sites have been specified). The Maintenance Fee is due and payable in full in advance within thirty (30) days after the date of delivery of the Software.

Any amounts not paid within thirty (30) days will be subject to interest at Bank of England Base Rate per month, which interest will be immediately due and payable. Each calendar year, the Maintenance Fee may be modified by ISS due to general price increases or the extent of the software package, where this has been developed at the behest of the customer.

In the event of a modification of the Maintenance Fee, Customer may discontinue Maintenance and Support. If Customer elects not to renew Maintenance and Support, Customer may re-enroll only upon payment of the annual Maintenance Fee for the coming year and [*] per cent of all Maintenance Fees that would have been paid had Customer not terminated Maintenance and Support, which entitles Customer to all Updates and Minor Updates of the Software which have been released during the same period.

4.6 ASSIGNMENT OF DUTIES

ISS may assign its duties of Maintenance and Support to a third party, provided that ISS will remain responsible for the actions of such third party. Any such assignment is subject to Customer's consent, which consent shall not be unreasonably withheld or delayed.