

1. Interpretation

1.1. The following definitions and rules of interpretation apply in this policy.

Commercially Reasonable Efforts: the same degree of priority and diligence with which SCR Tracker meets the support needs of its other similar customers.

Contact List: a current list of SCR Tracker contacts and telephone numbers to enable the Customer to escalate its Support Requests, including:-

- the first person to contact; and
- the persons in successively more qualified or experienced positions to provide the support sought.

Customer Cause: any of the following causes:-

- any improper use, misuse or unauthorised alteration of the Software by the Customer;
- any use of the Software by the Customer in a manner inconsistent with the then-current Documentation;
- the use by the Customer of any hardware or software not provided by SCR Tracker or approved by SCR Tracker for use by the Customer in connection with the Software; or
- the use of a non-current version or release of the Software.

Fault: any failure of the Software to operate in all material respects in accordance with the Documentation, including any failure or error referred to in the Service Level Table.

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software.

Higher-level Support: any higher-level support provided by an individual on the Contact List.

Main Contract: the contract to which this policy relates.

Out-of-scope Services: either of the following services:-

- any services provided by SCR Tracker in connection with any apparent problem regarding the Software reasonably determined by SCR Tracker not to have been caused by a Fault, but rather by a Customer Cause or a cause outside SCR Tracker's control (including any investigational work resulting in such a determination); or
- any Higher-level Support provided in the circumstances specified in paragraph 2.3.

Service Levels: the service level responses and response times referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 5.1.

Solution: either of the following outcomes:

- correction of a Fault; or
- a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by SCR Tracker) that is reasonably acceptable to the Customer.

Support Hours: 8:30am – 4:30pm Monday to Friday, excluding U.K. bank holidays

Support Period: the Term and, if requested by the Customer, any period during which the Customer transfers the Services to an alternate service provider.

Support Request: request made by the Customer in accordance with this policy for support in relation to the Software, including correction of a Fault.

Support Services: maintenance of the then-current version or release of the Software, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

1.2. All initial capitalised terms in this policy shall have the meaning given to them in the Main Contract.

2. Support Services

2.1. During the Support Period SCR Tracker shall perform the Support Services during the Support Hours in accordance with the Service Levels.

2.2. As part of the Support Services, SCR Tracker shall:-

- 2.2.1. provide Help Desk Support by means of the following e-mail address: help@scrtracker.com
- 2.2.2. commit appropriate resources to the provision of Higher-Level Support;
- 2.2.3. where Help Desk Support is not provided within the relevant Service Level response time and the Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
- 2.2.4. use Commercially Reasonable Efforts to correct all Faults notified under paragraph 4.3.1; and
- 2.2.5. provide technical support for the Software in accordance with the Service Levels.

2.3. Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.4. SCR Tracker may reasonably determine that any services are Out-of-scope Services. If SCR Tracker makes any such determination, it shall promptly notify the Customer of that determination.

2.5. The Customer acknowledges that SCR Tracker is not obliged to provide Out-of-scope Services.

3. Fees

3.1. The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Support Period shall be included in the cost of your subscription.

3.2. The provision of Support Services outside the Support Period or at the Customer's premises or the provision of Out-of-scope Services shall be charged on a per hour or per day basis, agreed in advance. More information can be requested by emailing help@scrtracker.com

4. Submitting Support Requests and access

4.1. The Customer may request Support Services by way of a Support Request.

4.2. Each Support Request shall include a description of the problem and the start time of the incident.

- 4.3. The Customer shall provide SCR Tracker with:-
- 4.3.1. prompt notice of any Faults; and
 - 4.3.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to SCR Tracker in writing) remote access to the Customer Computer System, as are reasonably necessary to assist SCR Tracker to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.
- 4.4. All Support Services shall be provided from SCR Tracker's office.
- 4.5. The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit SCR Tracker direct access at the Customer's premises to the Customer Computer System and the Customer's files, equipment and personnel.
- 4.6. The Customer shall provide such access promptly, provided that SCR Tracker complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer's premises notified to SCR Tracker.
- 5. Service levels**
- 5.1. SCR Tracker shall:-
- 5.1.1. prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
 - 5.1.2. respond to all Support Requests in accordance with the responses and response times specified in the table set out below:-

Severity Level of Fault: 1

Definition: **Software Critical Failures**

An error in, or failure of, the Software that:

- a) materially impacts the operations of the Customer's business or marketability of its service or product;
- b) prevents necessary work from being done; or
- c) disables major functions of the Software from being performed.

Level 1 Response. Acknowledgment of receipt of a Support Request within 4 hours.

Level 2 Response. SCR Tracker shall:

- a) restore the Software to a state that allows the Customer to continue to use all functions of the Software in all material respects within 12 hours after the Level 1 Response time has elapsed; and
- b) exercise Commercially Reasonable Efforts until full restoration of function is provided.

Level 3 Response. SCR Tracker shall work on the problem continuously and implement a Solution within 2 days of receipt of the Support Request. If SCR Tracker delivers a Solution by way of a workaround reasonably acceptable to the Customer, the severity level assessment shall reduce to a severity level 2 or lower.

Severity Level of Fault: 2

Definition: **System Defect with Workaround**

- a) a critical error in the Software for which a work-around exists; or
- b) a non-critical error in the Software that affects the operations of the Customer's business or marketability of its service or product.

Level 1 Response. Acknowledgment of receipt of a Support Request within 6 hours.

Level 2 Response. SCR Tracker shall, within 2 Business Days after the Level 1 Response time has elapsed, provide:

- a) an emergency software fix or workaround, or; and
- b) temporary release or update release,

which allows the Customer to continue to use all functions of the Software in all material respects.

Level 3 Response. SCR Tracker shall provide a permanent Fault correction as soon as practicable and no later than 10 Business Days after SCR Tracker's receipt of the Support Request.

Severity Level of Fault: 3

Definition: **Minor Error**

An isolated or minor error in the Software that:

- a) does not significantly affect Software functionality;
- b) may disable only certain non-essential functions; or
- c) does not materially impact the Customer's business performance.

Level 1 Response. Acknowledgment of receipt of the Support Request within 8 hours.

Level 2 Response. SCR Tracker shall provide a permanent Fault correction within 3 Business Days after the Level 1 Response time has elapsed.

- 5.2. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- 5.3. SCR Tracker shall give the Customer regular updates of the nature and status of its efforts to correct any Fault.

6. Other remedies

- 6.1. If a Solution is not provided within the relevant Service Level response time, the Customer may escalate the Support Request to the parties' respective relationship, if you do not know who this is, you can find out by emailing theteam@scrtracker.com

7. Communications

- 7.1. In addition to the mechanisms for giving notice specified in clause 16 of the Main Terms and Conditions, the parties may communicate in respect of any matter referred to in this by e-mail (unless specified otherwise).