

# SERVICE SCHEDULE

## SAGE APPLICATION SUPPORT

This is a Service Schedule as defined in the Agreement. Where the Sage Application Support Services set out in this Service Schedule form part of the Services to be supplied under the Agreement, this Service Schedule forms part of the Agreement. In this Service Schedule, references to Clauses are to Clauses of the Agreement, and references to paragraphs are to the paragraphs of: (i) this Service Schedule; or (ii) whichever other document is specifically referred to. Defined terms that are used in this Service Schedule which are not defined in paragraph 1 below shall have the same meanings as set out in Schedule 1 of the Agreement.

### 1 Additional Definitions

In this Service Schedule the following definitions have the following meanings:

**Application** means the Sage software application;

**Sage Application Support Services** means the provision of technical support by the Supplier to the Company to assist with the Company's use of the Application;

**Extended Working Hours** means standard daytime operating hours between 7:00 am and 7:00 pm on a Business Day;

**Response Times** means those response times identified as such in paragraph 3.1 for the Supplier to respond to a ticket logged by the Company;

**Service Hours** means the hours identified in the table set out in paragraph 3.1;

**Service Severity** means the following priority levels as set out below:

**Priority 1 Catastrophic business disruption**, system or systems failure which is stopping the business from operating.

**Priority 2 Severe business disruption or user critical issue**, a critical user or group of users is unable to operate, or one or more critical system failures, or a critical system component has failed or is severely impaired but not impacting the business from operating.

**Priority 3 Business disruption or multiple user issue**, multiple users are experiencing an impacting issue, or a significant reduction in system performance.

**Priority 4 Minor business disruption or user issue**, a single user is unable to complete a task, or non-critical system is unable to operate or is degraded.

**Priority 5 Job or Task**, a request to undertake a defined job or task.

**Working Hours** means standard daytime operating hours between 8:00 am and 6:00 pm on a Business Day.

### 2 Service Scope and Description

2.1 This Sage Application Support Service is provided to the Company for so long as the Agreement remains in force in accordance with the terms of the Agreement and the Supplier's Acceptable Use, security and access policies and procedures.

2.2 The provision of the Service is subject to payment by the Company of the Supplier's Charges for installation and support services, as set out in the Order form or as subsequently agreed between the parties from time to time.

2.3 The provision of the Sage Application Support Service is subject to the Supplier delivering an 'audit and onboarding service' which will determine any remedial actions which would need to be addressed prior to the Sage Application Support Service going live. Any remedial actions will be discussed with the Company, and where the Supplier is required to undertake additional works as a result of the audit and onboarding service the Supplier will be entitled (in its sole discretion) to charge the Company. The audit and onboarding is included in the Charges listed in the Order form.

2.4 The Supplier will:

- (a) provide the Company with remote support within either Waking Hours or Extended Waking hours;
  - (i) perform logging, recording and basic diagnosis of all reported incidents;
  - (ii) perform incident and request management within the agreed Response Times as detailed below in paragraph 3, subject to Acceptable Use Levels;
  - (iii) make minor report changes, subject to pre-approved change, or as a defined request;
  - (iv) make ad-hoc field changes, subject to fair use, and an approved change, or as a defined request; and
  - (v) support the Application database, only where the database is used solely by the Application, and where the Company does not have any access to the Application database
- (b) deliver by-annual service improvement which will provide:
  - (i) maintenance plan reviews and recommendations;
  - (ii) health checks;
  - (iii) housekeeping; and

The service improvement services will be delivered remotely;

2.5 The Supplier will not:

- (a) unless specified in the Order form, provide any of the Services listed in the Schedule where the Application is not in mainstream support by the manufacturer, including where the Application is end of life as defined by the manufacturer.
- (b) re-install client applications or data, unless backed up by the Supplier as part of a backup service;
- (c) perform major version upgrades of the Sage software, except at an additional cost to the Company (at the Supplier's sole discretion);
- (d) perform any Application patching, unless stated in this Service Schedule or defined in the Order form;
- (e) add new companies

- (f) undertake any configuration changes except at an additional cost to the Company (at the Supplier's sole discretion);
- (g) develop, maintain or update Application reports, ODBC reports, custom views or 3<sup>rd</sup> party add-ons except at an additional cost to the Company (at the Supplier's sole discretion);
- (h) support or carry out installation or configuration of third party applications;
- (i) manage or support any other applications that are not specifically listed in this Service Schedule or defined in the Order form;
- (j) manage or support the operating system on which the Application is running, unless specified in the Order form and in which case the management and/or support of the operating system would be covered under the appropriate Service Schedule;
- (k) support third party tools or environments, other than those specifically stated in this Service Schedule or defined in the Order form;
- (l) implement any change, changes will be managed through a defined and chargeable project;
- (m) provide installation and associated configuration and migration or data transformation work for the Application. Where a supported Application may require re-installation the Supplier will use reasonable endeavours to re-install the Application, provided the Company can provide the software (unless the Supplier provided the original Software) and the Supplier can gain remote access with the required privileges to the Company's device;
- (n) be liable for any licensing and associated charges for software or services that are running on or associated with any of the Services provided under this Schedule, unless such licensing is provided by the Supplier and listed in the Order. Should it be deemed by an appropriate authority that the Supplier is liable for any licensing the Company agrees to pay for such licensing unless they are able to prove that the Supplier installed the software without the Company's permission.
- (o) provide training to the Company on the functionality and use of the Application, unless specified in the Order form;
- (p) provide remedial services to restore, repair or perform any activities to deal with any cyber-attack including but not limited to a virus attack, a phishing attack, or a crypto lock attack. Where the Company requests the Supplier to undertake any remedial services the Supplier reserves the right to charge the Company at the Suppliers prevailing rates or at a rate previously agreed, and the Company agrees to pay for such services prior to the Supplier commencing any works either by using call off time or by providing a PO; or
- (q) provide any other activity or service that is not set out in this Services Schedule.

## 2.6 The Company will:

- (a) take responsibility for carrying out all deployment, configuration, and management of services not provided by the Supplier. The Supplier may take on these tasks at an

additional cost to the Company or bespoke professional services engagements, outside the scope of this Sage Application Support Service;

- (b) be responsible for ensuring that any data provided by the Company and that is hosted on devices that are either supplied or supported by the Supplier will not be in breach of any Law or contractual obligation of the Company; and
- (c) ensure appropriate connectivity is provided and maintained (unless the Supplier is providing these connectivity services) to ensure the Supplier has access to provide the Sage Application Support Services.
- (d) not have any underlying access to the Application database(s)

### 3 Response Times

3.1 The Supplier will use its reasonable endeavours to deliver the following Response Times.

| Service Severity | Service Hours                         | Response Times    |
|------------------|---------------------------------------|-------------------|
| Priority 1       | Waking Hours or Extended Waking Hours | Within 60 minutes |
| Priority 2       | Waking Hours or Extended Waking Hours | Within 2 hours    |
| Priority 3 or 4  | Waking Hours or Extended Waking Hours | Within 4 hours    |
| Priority 5       | Waking Hours or Extended Waking Hours | Within 8 hours    |

- (a) Where a ticket is logged by the Company outside of the defined Service Hours the Response Time shall apply from the start of the Service Hours of the next Business Day.
- (b) Where a ticket is logged during the Service Hours the clock shall not continue outside of the Service Hours, and shall resume during the Service hours of the next Business Day.
- (c) Where the Supplier does not resolve or provide a temporary work around for a Priority 1 event within 5 Business Days the event will be classified as a Business Critical Service Failure, save where
  - (i) any part of the Service is provided by a third party and the third party is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (ii) where any failure is deemed out of scope, or not included as part of the service as defined in paragraph 2.5
  - (iii) the Company is deemed by the Supplier to either wholly or partially be responsible for the Priority 1 event, or
  - (iv) the Company has exceeded any Acceptable Use Levels or the Acceptable Use policy, or
  - (v) where the Service that is affected by the event is not fit for purpose, out of support or end of life, and that the Supplier has previously informed the Company.

#### 4 Planned maintenance

- 4.1 Save for a Force Majeure Event or in the case of an emergency, where the Supplier considers (in its sole discretion) that it is necessary to carry out planned maintenance activities that will affect or can reasonably be expected to affect the Company's operations, the Supplier shall notify the Company at least 48 hours in advance of the commencement of the planned maintenance detailing the nature of such maintenance to be carried out and the timetable for completion. Planned maintenance will be carried out in accordance with the Supplier's standard procedures which are available upon request by the Company. In the case of an Event of Force Majeure or an emergency, no advance notice is required.
- 4.2 During the period of any planned maintenance as detailed in paragraph 4.1, the Response Times will not apply.