

Support Contact

1) Contact

1.1) The parties shall each designate a representative as the prime point of contact for matters relating to the Service. The representatives for the parties shall initially be those set out in the contract, but either party may change its representative at any time by informing the other party, as a general change or for a specific instance

2) Scope of Services

2.1) The Supplier shall provide the Services identified in Schedule 2 covering any Equipment identified in Schedule 1, according to the price plan selected as set out in Schedule 3, for the duration of this Agreement. These Schedules form part of this contract

2.2) The Services will be provided during the hours set out as in the Agreement by way of a telephone and e-mail Support Ticketing System and remote connection. All calls will be logged and the Supplier will use all reasonable endeavours to respond to calls promptly. The precise timing will depend on a variety of matters including the complexity of the problem

2.3) Unless otherwise stated in Schedule 2, visits to the Client's premises will only occur if the Supplier agrees that Support requires a visit to the Site, and in any such case an extra charge will be payable. The date and time for any Site visit will be agreed in advance and will take place between the hours of 9.00 a.m. and 5.00 p.m. on weekdays (excluding public holidays) unless otherwise agreed in exceptional circumstances

3) Exclusions

3.1) Services do not include the investigation, diagnosis or rectification of any default or other problem resulting from:

- the improper use or operation of the Equipment or Software
- modification or repair to any of the Equipment or Software made by any person other than the Supplier or a person previously approved by the Supplier
- failure by the Client to implement recommendations in respect of defaults previously advised by the Supplier
- any breach by the Client of any of its obligations under any maintenance agreement in respect of the Equipment

3.2) The Client may request the Supplier to provide support services in respect of the matters covered by the above clause. If the Supplier agrees to do so, it will be entitled to make an additional charge on a time and materials basis in accordance with its then current standard rates

4) Responsibilities of Client

4.1) Throughout this Agreement the Client will:

- ensure that the Equipment or Software is only used by competent trained employees or by persons under their supervision and in a proper manner

- promptly notify the Supplier if the Equipment or Software is not operating correctly together with such information as the Supplier may request
- not modify the Equipment or Software in any way
- not request or permit anyone other than the Supplier to provide Services in relation to the Equipment or Software of the type to be provided by the Supplier under this Agreement
- make available to the Supplier free of charge all information, facilities and services reasonably required by the Supplier to enable it to perform the Services
- provide remote access to its Equipment to enable the Supplier to perform the Services
- provide access to the Equipment at the Client's premises at the times agreed in advance with the Supplier

5) Duration

5.1) This agreement shall commence on the Start Date and will continue for the Initial Period. It will then continue for successive renewal periods of 12 months unless terminated by either party giving not less than two months written notice (unless terminated earlier in accordance with this Agreement)

6) Fees and Payment

6.1) The fee for the basic services is payable one month in advance at the beginning of the Initial Period and at the beginning of each calendar month, or yearly in advance. Any additional services not covered by the fee for the basic services and any expenses incurred by the Supplier will be invoiced monthly in arrears

6.2) The Supplier shall be entitled to vary the service fees at the end of the Initial Period and at 12 monthly intervals thereafter by giving not less than 30 days' notice to the Client. If the Client gives notice before the expiry of this notice period that it does not accept the increase, the Client will be entitled to terminate the Agreement by giving one month's notice to the Supplier

7) Plan Changes

7.1) The Client can upgrade to a different price plan at any month end, by giving the Supplier 14 days' notice, but this will renew their contract and start a new Initial Period

7.2) Downgrading can only be implemented at renewal time

8) Termination

8.1) Should the contract be terminated, apart from at the end of the Initial or Renewal Period, any hours used over and above a pro-rata allowance, will become immediately payable at the Suppliers usual rate

8.2) Should the contract be terminated, apart from at the end of the Initial or Renewal Period, any hours not used up to a pro-rata allowance, will become immediately refundable to the Client. These hours will be refunded at a rate calculated by dividing the annual cost of the Price Plan by the number of contracted support hours for the Initial Period

9) FormaServe Ticket System

9.1) This system, which will be accessible to you via our web-site, will allow you to see the current status of all your calls

9.2) Calls may be logged via the website, e-mail, telephone to a dedicated number or by text

9.3) This system will also allow us to assign the correct resource to your particular problem

9.4) Each ticket will have a severity assigned by the client, not only will this allow us to prioritise our response, but will assist you in your planning

Severity categories should be assigned as follows:

- Severity 1 Urgent - is the highest severity, a complete system failure. This will be investigated with utmost urgency, with an 'all hands to the pump' response from FormaServe within 30 minutes
- Severity 2 High - is reserved for severe business impact problems, including situations where one client cannot perform work assignments due to network, hardware or application failure. For example, problems with BACS transmissions. These will be investigated with urgency. Response from FormaServe within 1 hour
- Severity 3 Normal - there is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable. Response from FormaServe within 1 working day
- Severity 4 Low - Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available. - These call requests are scheduled at the convenience of both the client and technician. Response from FormaServe within 3 working days