

Support and maintenance policy

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 Dinggly meets the support needs of its other similar customers.

Contact List: a current list of Dinggly 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 Services by the Customer;
- any use of the Services 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 Dinggly [or approved by Dinggly for use by the Customer in connection with the Services]; or
- the use of a non-current version or release of the Services.

Fault: any failure of the Services 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 Services.

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 Dinggly in connection with any apparent problem regarding the Services reasonably determined by Dinggly not to have been caused by a Fault, but rather by a Customer Cause or a cause outside Dinggly'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 Credits: the service credits specified in the table set out in paragraph 6.1.

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 Services if deemed appropriate by Dinggly) that is reasonably acceptable to the Customer.

Support Fees: Charged at £40 per hour or part thereof, plus VAT

Support Hours: Unless otherwise stated, 09:00 to 17:00 UK time Monday to Friday, excluding UK 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 Services, including correction of a Fault.

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

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

2. Support Services

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

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

2.2.1. provide Help Desk Support by means of the e-mail address help@ginggly.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 Services 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. Dinggly may reasonably determine that any services are Out-of-scope Services. If Dinggly makes any such determination, it shall promptly notify the Customer of that determination.

2.5. The Customer acknowledges that Dinggly 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 Support Fees.

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 for at the applicable time and materials rates set out in rate card available on request.

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 Dinggly 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 Dinggly in writing) remote access to the Customer Computer System, as are reasonably necessary to assist Dinggly 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 Dinggly's office.

4.5. The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit Dinggly direct access at the Customer's premises to the Customer Computer System and the Customer's files, equipment and personnel.

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4.6. The Customer shall provide such access promptly, provided that Dinggly 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 Dinggly.

5. Service levels

5.1. Dinggly 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	Definition	Service Level response and response time
1	<p>Service Critical Failures: An error in, or failure of, the Services that:-</p> <p>a) materially impacts the operations of the Customer's business or marketability of its service or product;</p> <p>b) prevents necessary work from being done; or</p> <p>c) disables major functions of the Services from being performed.</p>	<p>Level 1 Response: Acknowledgment of receipt of a Support Request within 120 minutes (during Support Hours).</p> <p>Level 2 Response: Dinggly shall:</p> <p>a) restore the Services to a state that allows the Customer to continue to use all functions of the Services in all material respects within 48 hours after the Level 1 Response time has elapsed; and</p> <p>b) exercise Commercially Reasonable Efforts until full restoration of function is provided.</p> <p>Level 3 Response: Dinggly shall work on the problem continuously and implement a Solution within 7 days of receipt of the Support Request. If Dinggly 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.</p>
2	<p>System Defect with Workaround:</p> <p>a) a critical error in the Services for which a work-around exists; or</p> <p>b) a non-critical error in the Services that affects the operations of the Customer's business or marketability of its service or product.</p>	<p>Level 1 Response: Acknowledgment of receipt of a Support Request within 4 (during Support Hours).</p> <p>Level 2 Response: Dinggly shall, within 5 Business Days after the Level 1 Response time has elapsed, provide:</p> <p>a) an emergency software fix or workaround, or; and</p> <p>b) temporary release or update release, which allows the Customer to continue to use all functions of the Services in all material respects.</p> <p>Level 3 Response: Dinggly shall provide a permanent Fault correction as soon as practicable and no later than 14 Business Days after Dinggly's receipt of the Support Request.</p>
3	<p>Minor Error: An isolated or minor error in the Services that:</p> <p>a) does not significantly affect Services functionality;</p> <p>b) may disable only certain non-essential functions; or</p> <p>c) does not materially impact the Customer's business performance.</p>	<p>Level 1 Response: Acknowledgment of receipt of the Support Request within 48 hours.</p> <p>Level 2 Response: Dinggly shall provide a permanent Fault correction within 30 Business Days after the Level 1 Response time has elapsed.</p>

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. Dinggly shall give the Customer regular updates of the nature and status of its efforts to correct any Fault [and monthly reports as to achievement of Service Levels and Service Credits to which the Customer has become entitled].

6. Service credits

6.1. If Dinggly fails to provide a Solution within the relevant Service Level response time, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Fault on submitting a written claim for such Service Credit, provided that the relevant Fault or other problem relating to the Services:

6.1.1. did not result from a Customer Cause or a cause outside Dinggly's control; and

6.1.2. was promptly notified to Dinggly under paragraph 4.3.1.

Severity Level of Fault	Service Credit
1	An amount equal to 3% of the-then current monthly Support Fee for each additional day or part of a day (not to exceed 30 days) that Dinggly fails to provide a Solution.
2	An amount equal to 2% of the-then current monthly Support Fee for each additional day or part of a day (not to exceed 15 days) that Dinggly fails to provide a Solution.

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3	An amount equal to 1% of the-then current monthly Support Fee for each additional day or part of a day (not to exceed 10 days) that Dinggly fails to provide a Solution.
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6.2. The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

6.3. The provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.

6.4. Service Credits shall be shown as a deduction from the amount due from the Customer to Dinggly in the next invoice then due to be issued under the Main Contract. Dinggly shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

7. Other remedies

7.1. 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 managers and then to their respective senior management as notified to the other party from time to time.

8. Communications

8.1. In addition to the mechanisms for giving notice specified in clause 17 of the Main Agreement, the parties may communicate in respect of any matter referred to in this by e-mail (unless specified otherwise).