Ultima IA-Connect

Support & Maintenance Contract for IA-Connect

**Version –** 1.1

**Issue -** Released

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**Date - Error! Reference source not found.**

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**Support & Maintenance Contract for IA-Connect (Support Contract)**

This Support & Maintenance Contract for IA-Connect (the **Support Contract**) constitutes a part of Ultima's Business Solutions Ltd End User License Agreement (the **EULA**) and contains specific terms relating to the Services Levels for Maintenance and Support for IA Connect (the **Services**) ; all other terms are as specified in the EULA.

*If any inconsistencies should arise between this Support Contract and the EULA, the EULA shall prevail unless expressly otherwise stated. Any defined terms used herein unless otherwise defined herein shall have the meaning ascribed to them in the EULA.*

**1. Service Overview**

1.1 The Services to be provided to the Licensee by the Licensor shall be limited to the following:

    1.1.1     remote support during the hours defined under section 2.1 of this Support Contract.

    1.1.2     software problems and faults (the Licensor provides no warranty or guarantee on a definitive incident resolution).

1.2 The support provision within this Support Contract is for 3$^{rd}$ line remote technical support for the Software.

1.3 Support is provided on a token basis where one (1) token is utilised per issue logged and entitles the Licensee to up to three (3) hours of support per token. No roll rover of unused time is permitted between tokens. The Order Form shall indicate how many tokens are included.

**2. Support Hours**

2.1 Support for the Software is provided between the hours of 08:00 – 18:00 UK local time, Monday to Friday (Business Days).

**3. Contacting the Support Desk**

3.1 Licensee's authorised contact(s) may raise a support incident via the following available options. Priority 1 incidents should always be raised via telephone to ensure appropriate response to an incident.

| Technical Support Desk | |
|---|---|
| Office Number | 0118 902 7300 |
| Email | support@ultima.com |
| Portal | support.ultima.com/ultimalabs |

**4. Incident Logging Process**

4.1 After a support incident has been raised by a Licensee in accordance with section 3.1 of this Support Contract, Licensor shall be required to:

    4.1.1     Confirm that support incident has been raised in compliance with section 3.1 of this Support Contract;

    4.1.2     Provide the Licensee with a unique reference number;

    4.1.3     Provide the Licensee with relevant information and support with the aim of resolving the problem.

4.2 As part of the Technical Support Desk call logging process, the Licensor shall utilise the following ticket prioritisation:

| Priority | Definition | Response |
|---|---|---|
| **P1** | The entire Software is not working on the Licensee's production system due to a critical issue | 2 hours |
| **P2** | A substantial part of the Software is not working on the Licensee's production system, and there is no viable workaround | 5 hours |
| **P3** | There are one or more issues that are causing inconvenience, but the Software is substantially working, or a workaround has been provided | 1 Business Day |
| **P4** | There is a minor issue or a suggestion for a change in functionality or appearance of the Software | Licensor shall consider such issues or requests in the light of other Licensee requirements and will advise what action will be taken to address the issue |

**5.    Licensee Information requirements and obligations**

5.1   Certain incidents may require more information from the Licensee to help the Licensor resolve an issue more efficiently. The Licensee shall use its best endeavours to provide the necessary and relevant information to the Licensor in order to assist the Licensor to resolve the matter in a satisfactory and efficient manner.

5.2   The Licensee understands and acknowledges, that if it is not possible to provide the relevant and required information, the Licensor's ability to bring timely resolution to an issue may be hindered and delayed. The Licensor shall not be held liable to the Licensee in the event of such hindrance and delay was caused by the Licensee.

5.3   The Licensee will be required to provide the following information (where applicable):

5.3.1    a description of the hardware platform(s) involved in the issue, including the amount of memory, disk space, serial numbers and components;

5.3.2    a description of the operating system(s) & potential applications involved in the issue, including the version number and patch level, Service Pack & hot fixes;

5.3.3    provide a detailed description of the problem or issue, including any symptoms noted, any patterns seen (time of day or only certain users affected, etc) and any specific error messages received via screen shots;

5.3.4    provide an electronic topology diagram;

5.3.5    provide log files as required (the Technical Support Desk handling the call may request this information throughout the lifecycle of the call); and or

5.3.6    general information about the network, including approximate number of users, approximate number of simultaneous sessions per user, types of applications in use, network traffic passing through the software at the time of error, CPU utilisation, memory allocation and utilisation.

5.4   Licensee shall be required to:

5.4.1    comply with the terms set out in this Support Contract, the EULA and all reasonable technical instructions from the Licensor;

5.4.2    send any details and set up to the end-user where any tooling for remote access and sharing is required. Any costs incurred would be quoted to the Licensee and accepted prior to any work orders being initiated;

5.4.3    avoid taking measures that would make performing the Services under this Support Contract difficult or impossible in which case the Licensor would be released from its related obligations;

5.4.4    ensure that all its existing equipment used to access the Services is safe and secure.  The Licensor accepts no liability (other than for wilful damage) for loss of data, interruption of supply of electricity or telecommunications or interruption of business occasioned as a result of the supply of the Services. It is the sole responsibility of the Licensee to take all necessary precautions to protect its data and ensure a regular backup arrangement is implemented prior to, during and after the Licensor's provision of the Services; and or

5.4.5    permit and obtain all necessary consents for such removal and/or disconnection of any Licensee's existing equipment or information technology systems, if in the reasonable opinion of the Licensor it is necessary to remove or otherwise disconnect such equipment or information technology systems to enable such work to be carried out.

5.5   The Licensor shall not be liable for losses (for avoidance of doubt such losses shall include special, direct, indirect or consequential losses) sustained or incurred by the Licensee arising directly or indirectly from the Licensee's failure or delay to perform any of its obligations as set out in this section 5.

**6.    Remote Access**

6.1   The Licensor will remotely connect to the Licensee's infrastructure in cases deemed necessary and agreed by both parties.

6.2   Connection will be via a joint go-to-assist that the Licensee and the Licensor's Support Engineer join.

6.3   The session will be used when troubleshooting support contract issues.

**7.    Best Practices**

7.1   The Licensor recommends that the Licensee undertakes the following:

7.1.1    follows the common best practices to minimise service interruptions to their environment;

7.1.2    performs backups on a regular basis and periodically test restores to ensure backups are successful;

7.1.3    implements a change control process that allows the Licensee to control and roll back any production changes;

7.1.4    maintains appropriate security to avoid mishaps due to user error; and

7.1.5      prepare and maintain system documentation.

**8.  Token Management**

8.1    As provided under section 1.3 of this Support Contract.

8.2    In the event all tokens purchased are used before the Support Contract expires, the Licensee may purchase additional tokens. Such additional tokens shall for avoidance of doubt shall be subject to the Licensor's price list at the date of the Licensee's request and subject to the terms of the EULA and Support Contract.