

Support Terms (Pennant Software)

1. Introduction

- 1.1. This document sets out the basis on which Pennant provides support and/or maintenance and is the 'Support Terms' referred to in Pennant's Software and Services Terms of Supply (C&L007)(the "**General Terms**").
- 1.2. The precise scope of the Support & Maintenance to be provided will be as set out in the relevant quotation from Pennant.

2. Defined Terms

The Appendix hereto contains defined terms which apply in this document.

3. Support

- 3.1. During Standard Support Hours, Pennant will:
 - 3.1.1. use its reasonable endeavours to resolve any Issue;
 - 3.1.2. provide remote support to Customers in relation to:
 - 3.1.2.1. the basic operation and function of the Supported Software;
 - 3.1.2.2. the resolution of Issues.
- 3.2. The Support Services are not intended to be, and shall not be provided as, a substitute for full user training on the Supported Software. User training programmes can be arranged separately with Pennant as desired.
- 3.3. In providing the Support Services, Pennant shall assume that the Customer has received user training and has a basic level of computer literacy.
- 3.4. Pennant may be able to provide Support Services outside Standard Support Hours, subject to agreeing appropriate financial coverage. Pennant will advise Out-of-Hours rates on request.

4. Maintenance

During the Maintenance Period, we will make available to you any Maintenance Release which is published during that period and also any New Version, provided that in each case all Fees have been paid and you have paid up any Back Maintenance due.

5. Raising an Issue

- 5.1. The Customer may notify the Help Desk of any Issue with the Supported Software via:
 - 5.1.1. the Customer Care Portal: <https://support.pennant-ips.com/supportportal/>
 - 5.1.2. or, if the Customer Care Portal is unavailable, via:

- 5.1.2.1. email at: support-ips@pennantplc.com
- 5.1.2.2. telephone During Standard Support Hours
 - 5.1.2.2.1. North America: +1 484.473.8403
 - 5.1.2.2.2. Australia: +61 7 3832-6888
 - 5.1.2.2.3. UK & Europe: + 44 (0) 1329 226300

- 5.2. When the Customer Care Portal is available, the Customer must use that route to notify any Issues in the first instance.
- 5.3. In notifying any Issues, the Customer must complete all relevant fields in the Customer Care Portal and provide sufficient detail to enable Pennant to investigate any Issue.
- 5.4. At the time of notification of an Issue by the Customer, the Customer may propose a Priority Level to be assigned to the Issue.
- 5.5. Pennant will review the Issue raised and determine the Priority Level.

6. Resolution

- 6.1. The table below (the “**Priority Table**”) sets out the time periods within which Pennant will aim to achieve certain actions/outcomes in relation to Issues by Priority Level.
- 6.2. The time periods commence when the Issue is first properly notified to Pennant in accordance with paragraph 4.
- 6.3. The Customer must provide such additional information as necessary to enable Pennant to address the Issue. Any time period quoted will be extended by the duration of any delay by the Customer in providing required information.
- 6.4. Where necessary information is not provided by the Customer in a timely manner, the Issue may be marked for closure and closed in due course without Resolution.
- 6.5. “**Resolution**” means that the Issue has been resolved, whether that is with a suitable workaround, other feature, or software patch (and “**resolve**” shall be construed accordingly).

7. Customer Dependencies

- 7.1. In order for us to properly provide the Support Services, you agree to the following if we request the same, namely to:
 - 7.1.1. give us such documents and information as we may reasonably need (technical or otherwise);
 - 7.1.2. make available relevant personnel to support the provision of the Support Services;

7.1.3. ensure that your computer systems meet any necessary requirements for the operation of the Supported Software or receipt of the SaaS offering (as applicable);

7.1.4. allow access to your systems and facilities when required,

in each case, in a timely manner and as soon as reasonably practicable.

7.2. If we go 'on site' at your premises, you must ensure that our personnel are provided with a safe and secure working environment and are afforded the amenities they may reasonably need.

8. Escalation

8.1. If an Issue is not resolved within the time periods set out in the Priority Table, the Issue will be escalated by Pennant. This means that Pennant senior management will be notified of the non-Resolution of the Issue, will take appropriate action to co-ordinate and/or oversee Pennant's response efforts, and will be available (during normal working hours) to discuss the same with the Customer's representatives.

8.2. The additional table below indicates when escalation will usually occur (hours quoted are working hours within the Standard Support Hours; the number of hours is the number of hours that elapse beyond the target Resolution stated in the Priority Table).

Problem Level	Position 1 (QA / Support / Consulting Staff)	Position 2 (Senior Developer / Project Manager)	Position 3 (Director)
Priority 1	2.00 hours	8.00 hours	16.00 hours
Priority 2	4.00 hours	16.00 hours	32.00 hours
Priority 3	8.00 hours	32.00 hours	64.00 hours
Priority 4	24.00 hours	48.00 hours	96.00 hours
Priority 5	48.00 hours	96.00 hours	192.00 hours

PRIORITY TABLE

PRIORITY LEVELS	
Priority Level 1 – Enterprise Down – A production enterprise system is down	
Definition	The entire system is down and all users are affected.
	The problem is visible to users and their business operations; there is no workaround available. Full system and/or critical/core services are down impacting the users' ability to meet and provide their usual services. Total inability to perform normal operation of significant business facilities in connection with the Solution.
Response Time	2 hours
Response Action	Status response 2 hours from INITIAL response to ticket
Resolution	Within 5 Standard Business days of the Notification (or any other resolution time by mutual agreement)
Priority Level 2 – Extremely Critical – Represents work stoppage	
Definition	A large percentage of users are affected. The problem is generally visible to users and impacts their business operations; there is no reasonable workaround available. Partial system and/or a critical/core service are down impacting users' ability to provide their usual services. Severely restricts the use of the Solution.
Response Time	4 hours
Response Action	Status response 4 hours from INITIAL response to ticket
Resolution	Within 10 Standard Business days of the initial call. (or any other resolution time by mutual agreement)
Priority Level 3 – Urgent - Work is being impacted but not significantly	
Definition	A small percentage of users are affected. The problem has limited visibility; the system remains operational but in a degraded manner and/or a workaround is available. A unit or component failure which does not impact on the users' ability to provide their usual services. Important to business, but not vital that it be resolved immediately or not crucial to overall operation of the business.
Response Time	8 hours
Response Action	Status response 2 days from the INITIAL response to ticket
Resolution	Within 20 Business Days of the Notification (or any other resolution time by mutual agreement)

Priority Level 4 – NOT Urgent - Work is being affected occasionally or intermittently	
Definition	A small percentage of users are being affected intermittently. A unit or component failure which does not impact on the users' ability to provide their usual services. Not vital that it be resolved immediately or not crucial to overall operation of the business.
Response Time	24 hours
Response Action	Status response 5 days from INITIAL response to ticket
Resolution	Within 30 Business Days of the Notification (or any other resolution time by mutual agreement)
Priority Level 5 – General Information – Work is not being impacted	
Definition	No users are being affected. A unit or component failure which is not utilised by users, or does not impact on the users' ability to provide their usual services. Not vital that it be resolved. immediately.
Response Time	48 hours
Response Action	Status response 10 days from the INITIAL response to ticket
Resolution	In next publicly available release of software

APPENDIX

Customer	the person acquiring the Support & Maintenance.
Business Day	means any day in the relevant jurisdiction which is not a Saturday, Sunday or public holiday.
Help Desk	the Pennant telephone desk staffed by suitably qualified and experienced personnel.
Issue	a failure of the Supported Software to materially conform to the Specification.
Maintenance Period	a period in respect of which Pennant is contracted to provide Support & Maintenance.
Maintenance Release	a release of the Supported Software which corrects a fault, adds functionality or otherwise amends or upgrades the application but which does not constitute a New Version.
New Version	any new version of the Supported Software which from time to time is publicly marketed and offered for sale by Pennant in the course of its normal business, being a version which contains such significant differences from the previous versions as to be represented (or reasonably regarded) as a new product.
Standard Support Hours	has the following meaning in the following territories: <ul style="list-style-type: none"> • North America, 6am to 4pm PST or 9am to 7pm EST on any Business Day; • Australia, 8am to 5pm AEST on any Business Day; • UK & Europe, 9am to 5pm UK time (GMT or BST as applicable) on any Business Day.
Supported Software	the Pennant software in respect of which the Customer has paid for Support & Maintenance.