

Software Support Services

Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and conditions ("**Conditions**"), words and expressions shall have the same meanings as assigned to them in the SAS Terms of Business, except or as additionally detailed below:

"Annual Support Charge"	Means the charge defined in Clause 10.2;
"Authorised User"	means a licensed user of the Software for which support services are provided under a Service Contract. Where an organisation holds a multi-user licence of the Software, a user representative (usually a super-user, or first-line IT support desk) must be nominated who will be authorised to use the Software Support Services;
"Business Hours"	between 9am to 5pm on each weekday that is not a public holiday;
"Fault"	means a material non-conformity between the Software and the product documentation delivered with it;
"Monthly Limit"	means the limit on the use that the Authorised Users in the Customer organisation can make of the Help Desk in a calendar month - see clause 10.2.2;
"Response Time"	means the time within Business Hours (unless otherwise specified in the Order Form) between the receipt of a call by the Help Desk and the start of work by a suitably qualified engineer to resolve the reported fault;
"Service Levels"	means the service levels described in Clause 7 of these Conditions.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SCOPE

- 2.1 These Conditions represent Service Specific Terms and Conditions for the supply of software support services by SAS.
- 2.2 Service Contracts are formed following the process described in clause 3 of the Standard Terms of Business.
- 2.3 Where a Master Services Agreement ("**MSA**") is in force between SAS and the Customer, any special terms detailed within it shall have precedence over the terms in these Conditions.
- 2.4 In consideration for the fees detailed therein, SAS will provide the software support services specified within any authorised Service Contract ("**Software Support Services**") in accordance with the Service Levels.
- 2.5 The Order Form shall specify:
- 2.5.1 The Software to be supported
 - 2.5.2 The Annual Support Charge
 - 2.5.3 The basis of support charging (see Clause 10.2)
- 2.6 The Services to be provided are:
- 2.6.1 Help Desk as described in Clause 3
 - 2.6.2 Fault Correction as described in Clause 4
 - 2.6.3 New Releases as described in Clause 5
 - 2.6.4 Additional Services as described in Clause 6
- 2.7 The Service Levels are defined in Clause 7.

3 HELP DESK

- 3.1 SAS shall provide a Help Desk facility for the benefit of Authorised Users of the Software.
- 3.2 SAS may be contacted via telephone or email. Contact details will be provided at the start of the Service, and SAS will inform the Customer should any of the contact details change.

- 3.3 The Help Desk will provide information and assistance to Authorised Users of the Software in accordance with any limitations and estimated targets detailed in the Service Contract.
- 3.4 The Help Desk will classify each call logged using the following criteria. The classifications will be used to prioritise handling of that call.

Priority 1 / Urgent	The entire application or a critical component of the application is unavailable to the user community, loss of a key function or the application or a critical component of the application is at risk of a security breach.
Priority 2 / High	A critical part or function of the application is unavailable or at risk of becoming unavailable. Potential legal or regulatory implications exist. Loss of a function where short-term impact is not acceptable
Priority 3 / Normal	A non-business critical process within the application is not (or at risk of not) functioning as designed. The impact is causing inconvenience to business operations, resulting in increased workload or reduced productivity.
Priority 4 / Low	Incidents relating to the functioning of the application that are causing or at risk of causing minimal amounts of increased effort but is not impacting the client's ability to conduct day to day business operations.

- 3.5 Authorised Users may register Faults in the Software with the Help Desk. For each Fault reported, SAS will provide a unique identifier that can be used to request progress on the resolution of the Fault.
- 3.6 The Help Desk will also receive requests for new releases and the Additional Services.
- 3.7 If, after investigation, SAS concludes that there was no fault or issue within the Software within the scope of the Software Support Service (as defined within the Service Contract and this Schedule), SAS reserves the right to invoice the Customer for such efforts as were expended at the man day rate given in the Service Contract or MSA, or deduct the same from the Monthly Limit.
- 3.8 The Help Desk is a remote support service. If the nature of the query asked is such that attendance at the Customer site is necessary, SAS will on request send an engineer to the Customer's site under chargeable Additional Services and the Customer shall be liable for the Charges.

4 FAULT CORRECTION

- 4.1 Where an Authorised User reports a fault in the Software to the Help Desk, SAS will endeavour to correct the Fault, and will make available such correction to all Authorised Users through a new release of the Software. Such new releases would normally collect together the corrections for a number of Faults, and SAS does not undertake to provide a new release for each or any specific Fault.
- 4.2 In order to register a Fault with SAS, the Authorised User must provide all information reasonably requested by SAS in order to enable SAS to reproduce, diagnose and resolve the Incident.
- 4.3 Fault correction shall be carried out on timescales solely determined by SAS. Notwithstanding the preceding sentence, any timescales indicated to the Customer shall be deemed estimates only.

5 NEW RELEASES

- 5.1 From time to time and at its entire discretion, SAS may issue new releases of the Software to include corrections to reported faults and functionality enhancements.
- 5.2 Where appropriate, revised or additional product documentation will be provided together with the new release.
- 5.3 New releases are licensed under the same terms as for the original supply of the Software, and will be supported under these Software Support Services Terms and Conditions.
- 5.4 Where a Fault would not occur or would be resolved by application of the current release of the Software, SAS shall not be obliged to separately issue a correction for that Fault.

5.5 New releases are available on request to all Authorised Users.

6 ADDITIONAL SERVICES

6.1 SAS may upon request of an Authorised User and for additional Charges agree to provide services beyond those elsewhere defined within this Schedule. Additional services may relate to some or all of the following types of work.

- Site Visits in relation to support incidents which cannot be resolved remotely
- Consultancy
- Support outside Business Hours (except where otherwise provided for in the Service Contract)
- Training
- Software Installation and set up
- Training and User Guidance
- Bespoke changes to Software

6.2 Any support activities on system elements (including software, hardware or networks) which are not part of the Software will be carried out as Additional Services.

6.3 Any attendance at the Customer's site is chargeable on a time and materials basis, and where possible SAS will provide an indication of the expected duration. SAS may agree to provide a fixed price quotation for performing certain tasks if it is applicable to do so. Where attendance at the Customer's site is performed on a time and materials basis, SAS will issue a charge-breakdown after the visit.

6.4 Certain of the activities which may be carried out as part of Additional Services may be subject to additional terms and conditions as defined in the Terms of Business and its schedules or as communicated in writing at the time of the request by the Authorised User for SAS to carry out the services.

6.5 Changes to the Software required by the Customer are not faults and hence are not made under the Fault Correction service. Additional Services will be required to commission such changes to the Software.

6.6 Changes required as a result of the following causes will also require Additional Services:

- 6.6.1 changes to other software that the Software interfaces with
- 6.6.2 changes to the environment upon which Software runs
- 6.6.3 changes to industry or Customer business practise, whether required by a Regulatory Authority or not

7 SERVICE LEVELS

7.1 The services defined within this Schedule are available on the days and between the times detailed in the Service Contract, or if not specified, within Business Hours.

7.2 SAS will endeavour to meet the following Response Times for calls:

Priority 1 / Urgent	1 hour
Priority 2 / High	4 hours
Priority 3 / Normal	1 day
Priority 4 / Low	3 days

7.3 SAS cannot guarantee that a resolution for any specific Fault can be provided within any specific period or at all.

7.4 The Monthly Limit is defined within the Service Contract (where applicable).

8 SAS OBLIGATIONS AND WARRANTIES

8.1 SAS shall use reasonable endeavours to meet any performance dates specified in the Services Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Software Support Services.

8.2 SAS warrants that it shall:

- 8.2.1 ensure that all of its personnel engaged hereunder shall have the necessary skills, expertise and diligence to undertake such work;
- 8.2.2 allocate sufficient resources and personnel to ensure it complies with all of its obligations under this Services Contract;

9 CUSTOMER RESPONSIBILITIES

- 9.1 The successful and timely provision of the Supply by SAS is dependent upon the Customer's prompt performance of the Customer responsibilities which include all of the obligations specified in the Standard Terms of Business, those listed in the Service Contract and those detailed in these Conditions.
- 9.2 Customer shall utilise the Software only in accordance with the relevant instructions given in the product documentation as issued by SAS from time to time in line with the Service Contract.
- 9.3 Customer will make available such remote access to its systems as SAS shall reasonably request. SAS shall ensure that such access is made only be authorised engineers, and shall safeguard any password information provided to it.
- 9.4 Customer is responsible for any use made of information provided to the Authorised User, including but not limited to access numbers, authorisation codes and passwords.

10 TERM & CHARGES

- 10.1 The Software Support Service will be provided for a minimum term of twelve (12) months and shall automatically extend in twelve (12) month increments unless either party provides three (3) months' notice of termination prior to any such extension.
- 10.2 The basis of charging for the Software Support Services will be specified on the Order Form, and will be one of the following ("**Annual Support Charge**"):
 - 10.2.1 A fixed annual charge for unlimited use of the Software Support Services, with the exception of Additional Services, which will be charged separately as agreed in advanced between the Parties.
 - 10.2.2 A fixed annual charge for the provision of a budget of man hours per month which may be expended on any of the Software Support Services. For the avoidance of doubt, unless explicitly stated on the Order Form, any budget of man hours not utilised within a month, shall expire. For the avoidance of doubt, any budgeted man hours that are exceeded, these will be charged at the standard rate.
- 10.3 The Annual Support Charge will be specified on the Service Contract, and will be invoiced and payable annually in advanced.
- 10.4 In the event that the Software Support Services have been allowed to lapse, the services may only be reinstated later upon payment of all the annual fees that would have been payable had the Software been covered for the entire period.

11 GENERAL

- 11.1 For the avoidance of doubt, to the extent that the Software Support Services generate any document, material, idea, data or other information constitutes an original item developed by SAS, such original item shall be classed as SAS Property and title thereto and all Intellectual Property Rights therein shall be vested in SAS.
- 11.2 Any reference to days or hours within this schedule shall be regarded as a reference to working days or hours. Working days refers to weekdays that are not public holidays or SAS holidays. SAS holidays will be notified to the Customer at least three months in advance.
- 11.3 Each party agrees that when its staff are present on the premises of the other party they shall comply with such rules and regulations as are notified to them for the conduct of staff on those premises.

12 STANDARD TERMS OF BUSINESS

- 12.1 The SAS Standard Terms of Business applicable at the date of contract are hereby incorporated by reference into any Service Contract entered into by SAS which also incorporates these Software Support Services Terms and Conditions.

Software Support Services Terms and Conditions

12.2 The current version of the SAS Terms of Business can be found at: <http://tinyurl.com/ntpkojn>