



Support and Service Level Agreement v0.94

EHS Data Limited

2011

Support and Service Level Agreement (SLA) for Monitor-Pro Support and Maintenance Agreements

SCOPE OF DOCUMENT

This document outlines the customer support to be provided by EHS Data Limited in association with the delivery of the following packaged software licences:

1. MP-5
2. MP-5.Web
3. MP-IMS

These arrangements may be extended to project deliverables and associated modules, plug-ins and application packs when specified in the relevant contract.

FEES

Support fees for the first year of operation will be provided within the specific proposal document. Subsequent years' support are payable annually in advance, and will be based on the Support Fee, plus an annual inflation increment.

PROVISIONS OF STANDARD SUPPORT AND MAINTENANCE

The support which will be provided under this arrangement as follows:

Helpdesk support

Telephone and email helpdesk is provided. These are unlimited (subject to 'reasonable' use').

Email address: support@ehsdata.com

Telephone number: +44 (0) 845 388 2459

- A telephone support helpdesk which will be manned during standard UK English office working hours (09:00 am to 17:00 pm) excluding bank holidays. All calls to this number will receive a response either by 'phone or email within one working day from receipt UK time (or sooner wherever possible).
- Email support contact which will be collected by the helpdesk operator during the same time span as described in item 1 above. All emails to this address will receive a response either by phone or email within one working day of receipt UK time (or sooner wherever possible).
- Where a customer reports an issue which it is agreed between both parties puts undue restrictions on their use of the software, EHS Data will attempt to provide a patch release which addresses the specific issue raised within five working days.
- If the support call/email results in an issue (bug or Request For Improvement (RFI) in the functionality or usability of the product) this will be added to our issue database for that particular product and an issue reference created. It will then be prioritised accordingly in the release schedule.

Upgrades

1. Upgrades to the standard products will be released periodically and these will include all patch fixes issued since the last upgrade and various new functionality as has been developed for inclusion from the issue database. A download of the new release will be made available from the EHS Data website.
2. Support will be provided by employees of either EHS Data or its' appointed agents. The individuals providing support will have appropriate experience in using and troubleshooting the products that they are supporting.
3. Remote login support is not offered under standard support. It is provided under gold support.

PROVISIONS OF GOLD SUPPORT AND MAINTENANCE

As for Standard Support, plus includes:

- **Remote administration and assistance for your database(s)**

up to 1 day per month (non-accruable, based on an 8hr day). Incorporated within your 1 day per month can be up to 2hrs of WebCast training.

- **Priority response to requests**

Issues and requests raised by gold support customers receive priority email and 'phone support.

- **24h emergency recovery service**

We will make every possible effort to fix within 24 hours of being aware of a severity 1 issue (UK business hours).

In the event of a severity 1* issue, we will assign a developer and/or engineer as top priority to investigate and repair.

In extremis, should a recompile and build of MP-5 be required, we will aim to do this within 48 hours of being aware of a severity 1 issue.

* See appendix 1 for definitions

- **On-line dedicated issue tracking database**

Enter, prioritise and track your own issues.

- **Annual database health-check and tune**

On request. Includes a database shrink, index optimisation and backup check.

- **Up to 4 authorised callers**

- **Costs**

As standard support plus £6,000 (per annum). Additional days can be pre-purchased at £500 per man day. These are as above, per month, non-accruable and non-refundable. Overspill is invoiced at our standard daily rate, currently £750 per day.

NOT COVERED BY THIS AGREEMENT

- Formalised Training
- Development
- Report design
- On-site visits

The liability of support in any one year is at maximum capped at the value of the licence purchased.

CONDITIONS

1. Payment of the support and maintenance fee is deemed as acceptance of the terms and conditions of this agreement.
2. The conditions of the licence agreement supplied with the software must be agreed with and adhered to.
3. A valid and current support agreement must be in place before support will be provided.
4. EHS Data assumes that users will be operating the latest released version of their licensed product, and all support advice is provided on this assumption. If the customer is running a legacy version then the support engineer can request the customer to upgrade to the latest release before providing a specific patch release to fix any reported issue.
5. EHS Data limits support provided for operating systems (incorporating both servers and client PCs, e.g. Windows Server, Vista, W7 and database servers e.g. SQL Server), to those currently in Mainstream Support, as defined by the Microsoft Lifecycle Policy <http://support.microsoft.com/lifecycle/>. EHS Data will continue to support operating and database systems past the Mainstream end date, only in cases where they are still widely used by its clients and at its sole discretion, (limited to the expiry of the relevant Microsoft Extended Support Date).

New operating and database server systems will be supported as soon as practicable following official release. A lead time, allowing suitably for any required development and testing to comply with the EHS Data QC testing programme, is expected.

6. Any customer or third party developed links or data exchange format interfaces cannot be guaranteed to be unaffected by patch or upgrade releases.
7. EHS Data reserves the right to charge the customer if an on-site visit is required to resolve the reported issue. This will not be undertaken without written (letter or email) confirmation from the customer. Visits will be charged at the relevant agreed day rate for the contract and T&S at cost and be invoiced immediately.
8. Unless otherwise cancelled, Support contracts renew and are invoiced automatically 40 days prior the renewal date.
9. Where support is invoiced but is not paid within the 28 day payment period, support will be deemed cancelled and the re-join fee applied.
10. Support only covers EHS Data Monitor-Pro software.
11. Support does not cover hardware or any other failure not within our control
12. Gold support requires remote access.

Cancellation

The Agreement can be cancelled at any time in writing by e-mail, fax or letter. In case of cancellation, EHS Data will not pro-rate or issue any refunds for any unused time on this agreement. There is no grace period for cancellations.

Re-joining support

We encourage users to keep continuity of support. However, if you previously had a support contract but have let it lapse you may apply for reinstatement.

Support is based on the latest version of our systems. On re-joining you must upgrade, and will receive entitlements to database scripts and client PC's installs for all releases between your version and the current release.

The cost for the above service is £750 or the cost of elapsed support plus 25%, whichever is the greater.

Appendix one

Severity of incidents

Severity Classification	Description
Severity 1	A critical or "show-stopper" incident that causes a very serious impairment of the normal business process. Work that cannot be postponed cannot be performed. This is caused by a complete system downtime or by faults of central functions of the application. The error requires immediate processing as significant business losses or non-adherence to compliance can be caused by the fault.
Severity 2	An incident that causes less serious impairments to the normal business process. Less urgent work cannot be performed. This may be due to a faulty or downed functionality of the application. The error requires processing as a work-around is not possible or not sustainable.