

PREMIUM SUPPORT TERMS

1. DESCRIPTION

- 1.1 These CB Premium Support Terms ("Premium Support Terms") are entered into for the purpose of the Master Agreement concluded between the Parties as applicable and as amended from time to time.
- 1.2 These CB Premium Support Terms set out the Support Services ("Support Services") to be provided by CB to the Customer regarding their IFS Software and CB Software.

2. DEFINITIONS AND INTERPRETATION

- 2.1 The following words and expressions shall have the following meanings. Any capitalised terms not otherwise defined here will have the meaning specified in the Agreement.

"Business Day", "BD"	means Monday to Friday each week excluding UK public holidays.
"Business Hours", "BH"	means 09.00 hours to 17.30 hours on Business Days.
"Clock-Stop Events"	means elapsed time (a) during scheduled downtime or installation of critical resolutions, emergency changes or proactive changes, (b) waiting for necessary and requested response, input, assistance, or approval from the Customer upon which CB's performance depends.
"CRIMs"	means Configurations, Reports, Interfaces, Modifications. Where Configurations are using the extensibility layer of the IFS Software.
"Defect"	means a software defect in the Software, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the Software are set forth in the Software Documentation.
"Fees"	means the charges set out in the applicable Order payable to CB by Customer in respect of the provision of the Support Services;
"Places"	'Build Place' - a preparation area for accessing IFS Software updates and releases, managing version controlled CRIMs and preparing deliveries for the use-place. 'Use Place' - the customer area where the IFS Software is run and will include both production and non-production environments.
"Releases"	means a version of the IFS Software designated by IFS as a "release" and made available for general commercial distribution typically containing new functionality, a cumulative set of fixes and improvements, as well as potential architectural changes.
"Resolution Plan"	is the plan of activity to achieve resolution of the Defect.
"Response Time"	is the elapsed time taken from receiving a Support Ticket, or in the case of an automatically detected Defect, from the time of its detection to the initial response by CB. This response may result in the resolution of the Defect logged or may form the basis for determining what additional actions are required to achieve resolution of the Defect.



PREMIUM SUPPORT TERMS

"Service Hours", "SH"	Means the service hours purchased by the Customer in the applicable Order.
"Service Levels"	means the service levels set out in sections 4.5 below.
"Software"	means the IFS Software and/or CB Software.
"Support Services"	means the technical support and assistance provided or made available by CB and purchased by the Customer as defined in section 5 of these terms below.
"Support Ticket"	means a Customer request for support initiated by the Customer through the CB Ticket Portal.
"Ticket Portal"	means the CB ticketing system where Customer's nominated contacts will submit Support Tickets.
"Triage Support"	means the first receipt of a Customer Support Ticket which is analysed, classified, and routed by CB.
"Updates"	means a cumulative set of fixes and improvements for a Release. Updates are compatible with a specific Release of the IFS Software as designated by IFS and released in accordance with IFS's release schedule as applicable from time to time.
"Workaround"	means reducing or eliminating the impact of a Defect for which a full resolution is not yet available, normally in agreement with the Customer. For Priority 1 and 2 Defects a workaround would mean a solution where the Defect is no longer Priority 1 or 2.

3. TERM

3.1 The Support Services will be provided for a term as indicated in the applicable Order.

4. TRIAGE SUPPORT

- 4.1 CB will provide a Ticket Portal for up to a maximum of two (2) named personnel of the Customer to submit Support Tickets, regularly monitored by CB during Service Hours. With the exception of automatically detected Defects, (for which CB will create the Support Ticket), a Defect must always be registered as a Support Ticket in the Ticket Portal before CB can commence any work in regards thereof.
- 4.2 Following receipt of a Support Ticket regarding a potential Defect, CB will carry out initial fault diagnosis and where possible provide recommendations for corrective action or a Workaround. CB undertakes to commence investigation of the Defect within the time scales indicated below as per the following Defect classifications, where such classifications are normally agreed with the Customer, but ultimately decided at CB's sole discretion, with CB acting reasonably in all cases.
- 4.3 CB will route all Customer Support Tickets where Defects are found as follows:
- 4.3.1 For IFS Software Support Tickets – CB will manage all interactions with IFS regarding such Support Tickets where the Service Levels in the IFS Agreement shall apply plus the CB Response Time.
- 4.3.2 For CB Software Support Tickets – to the CB Support Department for resolution within the time scales indicated below as per the following defect classifications.
- 4.4 Defect Classifications

<u>LEVEL</u>	<u>DESCRIPTION</u>
Priority 1 Critical/Service down.	The applicable instance is unavailable and causing significant proven negative business impact, and no workaround is immediately available.



PREMIUM SUPPORT TERMS

Priority 2 High/Service degraded.	The Applicable Instance is operational, but with a severely reduced level of service. No sensible workaround is immediately available.
Priority 3 Moderate/Service warning.	The Applicable Instance is operational at, or close to, a normal level of service, but is at risk of failure or with a productivity issue that causes inconvenience. A sensible workaround might apply.
Priority 4 Low/Routine.	Any incident with insignificant or no operational impact on service performance but which requires routine effort to effect resolution.

4.5 Service Levels

<u>DEFECT CLASSIFICATION</u>	<u>RESPONSE TIME</u>	<u>RESOLUTION PLAN¹</u>
Priority 1	1.0 Service Hours	4.0 Service Hours
Priority 2	4.0 Service Hours	16.0 Service Hours
Priority 3	8.0 Business Hours	Next Major Release
Priority 4	2.0 Business Days	Future Major Release

¹For IFS Software Support Tickets CB will manage all interactions with IFS regarding such Support Tickets where the Service Levels in the IFS EULA shall apply plus the CB Response Time.

5. SUPPORT SERVICES

CB is offering the Customer the Support Services which takes responsibility for a range of functions to cover the ongoing support of the IFS Software. For the avoidance of doubt the list of functions below includes obligations contained in the 'IFS Platinum Support Terms' where responsibilities normally reside with the Customer, but are assumed by CB as part of the Support Services:

5.1 Operational Support Services for IFS Software:

- 5.1.1 Triage Support as defined in Section 4.
- 5.1.2 Reporting of support cases on behalf of the Customer in accordance with IFS' Support Policy.
- 5.1.3 Liaison with IFS on the management and progress of cases.
- 5.1.4 Management and handling of new service and release updates including the running of the IFS update analyser to assess impacts against CRIMs. Should additional implementation services be required for a Release update then an upgrade Statement of Work will be produced and agreed between CB and Customer.
- 5.1.5 Management, handling, and support of configurations ("CRIMs") made by CB on behalf of the Customer and deployed and version controlled in relevant Places.
- 5.1.6 CB will use all reasonable endeavours to provide support of configurations ("CRIMs") made by Customer.
- 5.1.7 Management and initiation of the process for creating resolutions from IFS (such as patches, updates and releases) to be deployed into the relevant Places.
- 5.1.8 These Support Services will apply to both Production and Non-Production environments.
- 5.1.9 Initiation and requesting of deliveries from the IFS Support Portal to be deployed into the Build-Place.
- 5.1.10 Execute and manage clones (environment refresh e.g. Live copy to Test).
- 5.1.11 Any additional tasks that may be required from the Customer as requested from time to time.
- 5.1.12 All updates should be executed in accordance with a change control process, which will be defined and agreed between the parties during the initiate phase.

5.2 Personnel



PREMIUM SUPPORT TERMS

5.2.1 CB warrants that CB Support Services will be performed in a professional manner by qualified personnel.

6. CUSTOMER RESPONSIBILITIES

6.1 Customer will:

- 6.1.1 provide a list of up to a maximum of 2 (two) named personnel who will log all Support Tickets relating to the Support Services via the CB Ticket Portal provided to Customer;
- 6.1.2 provide any pertinent information related to the purpose of the Support Ticket including any diagnostic steps taken;
- 6.1.3 provide CB with access and use of all relevant information that is reasonably required for CB to perform the Support Services; and
- 6.1.4 ensure that the named personnel who log calls are familiar with the ERP Solution to a level suitable to assist with the support processes.

7. ESCALATION

Customer shall be entitled to escalate within CB's organisation if it is not satisfied, in its reasonable judgment, with CB's performance to the Service Levels. CB shall provide names and contact information for escalation. CB's designated representatives for escalation shall respond to Customer's initial complaint within a maximum of one (1) hour for Priority 1 Defects and four (4) hours for all other Defect classifications.

8. DISCLAIMER

- 8.1 Provision of the Support Services does not imply any guarantee or representation that CB will be able to assist Customer in achieving any results from the IFS Software other than those forming part of the Master Agreement.
- 8.2 In the event Customer is not using a release of the IFS Software supported by IFS, CB will use all reasonable endeavours to continue to support the Customer and provide the Support Services, subject to the restrictions placed on CB and Customer by IFS. In this situation the Service Levels would be on all reasonable endeavours.

9. SUPPLY OF SERVICES

9.1 Premium Support is provided by CB as follows:

- 9.1.1 All services undertaken within the scope identified in Section 5 above will be logged and the hours consumed will be monitored and reported monthly to the Customer identifying the variance from the hours specified in the applicable Order.
- 9.1.2 Unused hours in any month will be carried forward and reviewed quarterly in conjunction with the Customer.
- 9.1.3 Where the quarterly hours used are in excess of the hours ordered after taking into account any unused hours from previous quarters, CB shall invoice Customer at the rates specified in the applicable Order.

###END###

