

Terms and Conditions for the provision of Support Services

1. DEFINITIONS

“Business Days”	shall mean Monday to Friday but shall exclude UK public holidays
“Business Hours”	shall mean the business hours set out in Clause 4.3
“Customer”	You, the Customer or as more particularly described in the Order who shall receive the Support Services and as set out in the Order
“Idox”	Idox Software Limited
“Order”	shall mean either a Idox proposal, purchase order or existing Customers additional orders
“Specification”	shall mean the published data sheets and printed or electronic system documentation for the Software or (where there has been a documented tender process) the functionality set out in Idox’s response to tender as modified by any subsequent clarification documentation provided by Idox to the Customer.
“Support Services”	shall mean the annual support and maintenance service provided by Idox in relation to the Software
“Third Party Software”	shall mean any third party software licensed by a third party but sold to the Customer by Idox.
“Upgrade”	shall mean releases which contain such corrections, modification and minor improvements to the Software or portions thereof, in machine readable object code format, as Idox deems appropriate and which Idox distributes free of charge.

2. SUPPORT SERVICES FEE AND TERM

- 2.1 Idox shall provide Support Services to the Customer from the date set out in the Order and will continue until the first day of the calendar month following the anniversary of such date (“anniversary date”). Thereafter the Support Services will be provided by Idox for successive annual 12 month periods unless;
- 2.1.1 terminated by the Customer by giving Idox not less than ninety (90) calendar days prior to each anniversary date or;
- 2.1.2 unless terminated in accordance with these terms and conditions.
- 2.2 Idox reserves the right to review the Support Services fee annually on the anniversary date (“review”). Any alteration to the Support Services fee will only take effect from occurrence of the first anniversary date following the review and each subsequent anniversary date thereafter.

3. MAINTENANCE OF SOFTWARE

- 3.1 Idox will maintain and update the Software by provision of Upgrades to the Customer (subject always to payment of the annual Support Services fees). Idox will, at appropriate intervals, distribute Upgrades for the software modules (as detailed in the Order) purchased by the Customer.
- 3.2 Installation of the Upgrade shall either replace the Software entirely or replace the relative portion of the Software. The Upgrade will constitute the “Software” and will be subject to the Idox Software Licence terms and conditions (a copy of which is available on the Idox website).
- 3.3 The terms of support provided by Idox to the Customer are defined within the “Idox Service Desk Support Guidelines v6_2” document (provided with the Order).

4. CUSTOMER SUPPORT REQUEST

- 4.1 The Customer’s authorised representatives (which can be varied from time to time providing written notification is received by Idox) shall be entitled to contact Idox Service Desk to report a problem with the Software (“Customer Support Request”). The Customer is required to try to resolve the issue with the Software prior to contacting the Idox Service Desk.
- 4.2 On lodging a Customer Support Request with the Service Desk, the Customer’s representatives will need to accurately describe the question or problem and effect that this is having on the Customer’s system together with providing the following information:

Date:	Time:
*Authority/Organisation:	*Contact Name:
*Telephone:	*Email:
Product Suite: (e.g. Acolaid/EDRMS/Lalpac/Uniform)	
*Product: (e.g. Indexing/TLC/Building Control)	
*Version:	
*Sub Module:	
Your (Customer) Reference:	
*System Status (Test/Live/Train/Trial):	*Is there a workaround? Y/N <i>If Yes, please give details...</i>
*Can the problem be replicated? Y/N	*Occurs on multiple machines? Y/N <i>If Not, specify user experiencing the problem...</i>
*Occurs for multiple users? Y/N	
*Title: (short description by which you can recognise the issue)	
*Priority: (Enquiry, Low, Medium, High) <i>If High, please give reasons with business impact</i>	
* Description Details, including the steps to replicate the issue:	
<p>Please attach any documents related to the reported fault (e.g. screenshots, error messages, log files)</p>	

*Failure to complete fields marked with an asterisk may result in delays to the investigation of the request.

4.3 The Idox Service Desk can be contacted via email, telephone or online.

Product	Language	Support Hours	Website	Support Email Address	Telephone Number
Acolaid	English	0800 - 1800	https://servicedesk.idoxgroup.com	servicedesk@idoxgroup.com	03330 111 444
Idox EDMS	English	0800 - 1800	https://servicedesk.idoxgroup.com	servicedesk@idoxgroup.com	03330 111 444
LalPac	English	0800 - 1800	https://servicedesk.idoxgroup.com	servicedesk@idoxgroup.com	03330 111 444
Strand	English	0800 - 1800	https://servicedesk.idoxgroup.com	servicedesk@idoxgroup.com	03330 111 444
Uniform	English	0800 - 1800	https://servicedesk.idoxgroup.com	servicedesk@idoxgroup.com	03330 111 444
CAFM Explorer	English	0800 - 1800	https://servicedesk.idoxgroup.com	servicedesk@idoxgroup.com	03330 111 444

5. CUSTOMER SUPPORT REQUEST PRIORITISATION

5.1 Customer Support Requests will be responded to within Business Hours and Idox shall use reasonable endeavours to meet the target response times set out below. Customer Support Requests reported after 4pm may be resolved on the next business day in accordance with the target response times related to the priority of the Customer Support Request.

Request Priority	Typical Problem Description	Target Initial Response Time (Elapsed Time*)	Target Initial Resolution Time (Elapsed Time*)
HIGH	<p>Total system failure.</p> <p>Examples:</p> <p>Failure of one or more servers preventing the operation of the whole system. All users are unable to access the system; or</p> <p>A major software module or component is not available for use; or</p> <p>A customer facing service e.g. Public Access is fully inoperable.</p>	Within 1 working hour of request being logged.	Within 8 working hours of request being logged.
MEDIUM	<p>An important or critical component of the system has failed causing partial failure of the system.</p> <p>Examples:</p> <p>The system is operating but no documents can be produced; or</p> <p>A repeated system crash is occurring with a resulting degradation in performance.</p>	Within 4 working hours of request being logged.	Within 18 working hours of request being logged.

LOW	<p>An isolated issue which does not fall into the categories listed above.</p> <p>Examples:</p> <p>One workstation is malfunctioning but all others are operating normally; or</p> <p>A minor cosmetic issue relating to the software or a non-critical bug to which a workaround can be provided</p>	Within 8 working hours of request being logged.	<p>Within 45 working hours of request being logged. The proposed resolution may involve a temporary workaround until the problem can be fully resolved.</p> <p>The resolution of minor requests and bugs may be implemented in a future release, in which case the customer will be advised and the request closed.</p>
ENQUIRY	Request for advice or clarification	Within 45 working hours of request being logged	Within 180 working hours of request being logged unless it is clear from the nature of the request, or by request of the customer that a more timely response is required, in which case a shorter timescale may be mutually agreed.

- 5.2 Support requests logged by email or phone where a priority is not specified will be logged as a default Low priority unless deemed otherwise. * Elapsed time is calculated for the duration of the request where it is with the Idox Service Desk for action and does not include periods of time when the request is with the Customer to action/respond.

6. CUSTOMER OBLIGATIONS

- 6.1 The Customer hereby agrees to make available an electronic link (at its own expense), as reasonably specified by Idox, in order for Idox and its software partners (if any) to remotely access the Customer's system for diagnostic purposes. The electronic link must be made available by the Customer, promptly on request from Idox. The Customer may control access to the electronic link by Idox and its software partners by disconnection of the link when it is not authorised for use. Access via the electronic link shall be governed by the remote access standards as agreed with the Customer from time to time,.
- 6.2 The Customer agrees to pay any reasonable necessary costs incurred by Idox in attempting to resolve a reported error, if such error was caused by
- 6.2.1 unauthorised attachments,
 - 6.2.2 misuse of the Software or
 - 6.2.3 unauthorised modifications to the installed Software or
 - 6.2.4 if the Customer, in Idox's reasonable opinion, has submitted an incorrect or misleading report of an error in the Customer Support Request.
- 6.3 Idox will use reasonable endeavours to answer the Customer's questions relating to the use, application and functionality of the Software by telephone, letter or email to the extent reasonably requested by the Customer. Idox shall use reasonable endeavours to resolve any errors in accordance with the target response times provided in Clause 5 above.
- 6.4 The Customer, upon detection of any error, defect or non-conformity in the Software, shall, if requested to do so by Idox submit to Idox any support information which Idox may reasonably request in order to reproduce operating conditions similar to those present when the error occurred or the defect or non-conformity was discovered, as the case may be.

- 6.5 Idox will use reasonable endeavours to correct any error in the Software identified by the Customer. An error will be deemed to exist if, the Software does not conform to the Specification and the error cannot be resolved by the provision of advice or explanation as to how a particular element of functionality should be used.
- 6.6 The Customer, however, acknowledges that the Software is of such complexity that it may be impossible or impracticable to correct an error. If an error is, in the reasonable opinion of Idox, not capable of correction (Idox having exercised all due diligence in analysing and attempting to correct the error), Idox will notify the Customer and advise the Customer on any methods of avoiding (by way of an alternative method of system operation) or overcoming the error.

7. CUSTOMER SUPPORT REQUEST ESCALATION

- 7.1 If the Customer is dissatisfied with the progress of the Customer Support Request, the Customer may escalate the Customer Support Request (together with details of the Customer's concerns) by calling the Service Desk on 03330 111 444 or emailing ServiceDesk@idoxgroup.com. The staff will inform the relevant analyst and a service desk team leader. The request will be reviewed urgently and the Customer will be provided with an update on the progress made in resolving the request and/or the proposed actions.
- 7.2 Where the support request cannot be resolved within the expected resolution time the Customer will be informed of progress by the analyst on a regular basis, usually via email, until such time that the request can be resolved or a suitable workaround provided.
- 7.3 If the support request escalation is not resolved to the Customer's satisfaction, the following escalation hierarchy should be used:
- 7.3.1 Service Desk Co-ordinator (contact Andy Hora on andy.hora@idoxgroup.com or 03330 111 223 or Margaret Montgomery on margaret.montgomery@idoxgroup.com or 03330 111 318)
 - 7.3.2 Service Desk Manager (contact Joanne Stantiford-Knight: joanne.stantiford@idoxgroup.com or 03330 111 296 or 07810 897 559)
 - 7.3.3 Account Manager
 - 7.3.4 Regional Manager
 - 7.3.5 Sales Director
 - 7.3.6 Chief Executive Officer

8. TERMINATION

- 8.1 The Support Services may be terminated forthwith by either party on written notice if the other party is in material breach of these terms and conditions and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof in writing.
- 8.2 Either party may terminate Support Services forthwith on written notice if the other party shall become insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation.
- 8.3 Idox may cease to provide Support Services where the Customer has failed to pay any amount due to Idox within ninety (90) calendar days of the date of the invoice.
- 8.4 The Customer may terminate the Support Services for convenience by giving notice prior to a contract anniversary as detailed in Clause 2.1.

- 8.5 Termination of the Support Services shall not prejudice any rights of either party which have arisen on or before the date of termination and shall not affect the ongoing validity of any other agreement entered into between the parties.

9. GENERAL

- 9.1 Documentation pertaining to any Upgrades and Software will be provided in accordance with the relevant Order.

10. Exclusions

- 10.1 The Support Services provided pursuant to these terms and conditions shall not include any of the following:

10.1.1 Problems not related to the Software or caused by a modification to the Software which Idox has neither performed nor approved;

10.1.2 Problems resulting from the failure of the Customer to use the Software consistently with the appropriate documentation supplied by Idox to the Customer.

11. Authorised Modifications

- 11.1 If the Software provided pursuant to these terms and conditions has components that have been authorised by Idox to be modified by the Customer, then the modified components will only be supported under the Support Services provided that the modification was:

11.1.1 submitted to Idox for quality verification prior to live use; and

11.1.2 tested on a test server at the Customer's site prior to live use.

12. Third Party Software

- 12.1 Except as specified in your order, the relevant third party licensor shall provide support for any Third Party Software (as defined below) purchased hereunder pursuant to a separate arrangement directly with the Customer. Where no such arrangement is in place Idox shall liaise with the relevant third party licensor to facilitate Third Party Software support for the Customer.