

## Support Services – Addendum

**This Addendum is an addendum to Forensic Analytics' Terms and Conditions for the Supply of Products and Services (the “Conditions”). Save as otherwise specified in this Addendum the definitions and all provisions contained in the Terms and Conditions applicable to the Service as (as defined in the Conditions) shall apply to this Addendum.**

**This Addendum shall apply where the Customer has purchased Support Services from Forensic Analytics.**

### 1. DEFINITIONS

1.1 The following definitions are used in this Addendum:

**Deprecated Software:** a release of a Software Product with a lower Version Number than the latest released Software Product.

**Deprecation Support Period:** 90 days from the date of release of a Software Product with a higher Version Number than the then current release of the Software Product.

**Licence Key:** a licence key issued by the Supplier to enable use of a Software Product.

**Optional Services:** any of the additional support services provided by the Supplier and outlined in the Order Form which may be supplied by the Supplier under the Conditions.

**Portal:** means the following means of logging a request for first-line technical support - <http://csas.support>, by telephone to 0800 158 3830, or to support@forensicanalytics.io;

**Support Request:** a request made by the Customer to the Supplier via the Portal.

**Service Support Hours:** 24 x 7 x 365 days online and telephone support.

**Software Product:** the software that is specified in the Order Form.

**Support Services:** the support services to be supplied by Forensic Analytics to the Customer during the Term for the Product and/or Software Product as described herein.

**Supported Products and Software Products:** has the meaning set out in **Error! Bookmark not defined.Error! Reference source not found.** of this Addendum.

**Term:** the term specified in the Order Form and any renewal period agreed between the Supplier and the Customer in writing.

**Version Number:** the version number of the Software Product expressed in the format version “[Major Version Number].[Minor Version Number] [Patch Version Number]”, and published to the help menu in each version of the Software Product.

### 2. SUPPORTED PRODUCTS AND SOFTWARE PRODUCTS

2.1 The Supported Products and Software Products are any Products and/or Software Product that contain a Version Number that is either the most recent Version Number or one of the two (2) previous Version Numbers.

### 3. THE SUPPORT SERVICES AND OPTIONAL SERVICES

3.1 For the avoidance of doubt, the provisions of clause 7 of the Conditions shall apply to the supply of the Support Services and any Optional Services.

- 3.2 The Supplier shall acknowledge and triage Support Requests within the Service Support Hours and shall provide the Support Services in accordance with the Service Levels.
- 3.3 The Customer acknowledges that Supplier shall only provide the Support Services to seek to resolve issues that are caused by the Product or Software Product not operating in accordance with the applicable description.
- 3.4 The Supplier shall not be required to attend the Customer's premises for the purpose of providing the Support Services unless and until the parties have agreed in writing the charges and terms on which such attendance on site is provided.

#### **4. SERVICE UPDATES**

- 4.1 The Supplier shall provide notice to the Customer when there is a new version of the Products and/or Software Product.
- 4.2 The Customer shall, promptly following receipt of the notice provided in paragraph 4.1, update the Product and/or Software Product with such new version and in any event shall do so within 90 days of receipt of the notice provided in paragraph 4.1 in respect of the Project and within the Deprecation Support Period in respect of the Software Product.
- 4.3 The Customer acknowledges and agrees that failure by the Customer to update a Product and/or Software Product to the required new version (as notified pursuant to paragraph 4.1) within 90 days of receipt of the notice provided in paragraph 4.1 in respect of the Product and within the Deprecation Support Period in respect of the Software Product may prevent the Supplier from providing the Support Services.

#### **5. SUBMITTING A REQUEST**

- 5.1 When submitting a Support Request, the Customer shall include the following:
  - a. a detailed description of the problem;
  - b. the circumstances in which it has arisen;
  - c. the circumstances in which the problem may be replicated by the Supplier;
  - d. the type of Support Services requested to address the problem; and
  - e. the percentage of users affected by the problem and an indication of the severity of the problem.
- 5.2 The Customer shall supply to the Supplier upon request:
  - a. such further information and documentation as the Supplier may reasonably request to reproduce and/or replicate the problem so that the Supplier is able to ascertain what the problem is, diagnose the problem and take reasonable steps to supply the Support Services;
  - b. provide details of the relevant Product or Software Product;
  - c. outline the non-compliance with the Software Product or Product description;
  - d. provide details of the Version Number used by the Software Product; and
  - e. provide contact details for the affected user.

## 6. SERVICE LEVELS

6.1 The Customer acknowledges and agrees that Support Requests received after Business Hours shall be deemed to have been received at the commencement of the next Business Day.

6.2 Subject to paragraph 6.1, the Supplier shall comply with the following response, resolution and update times from the time of receipt (assuming the apparent defect is able to be resolved) when performing the Support Services:

	<b>Service Level</b>	<b>Target</b>
<b>Response</b>	P1 (Critical) P2 (High) P3 (Medium) P4 (Low)	30 min 60 min 2 hours 2 hours
<b>Resolution</b>	P1 (Critical) P2 (High) P3 (Medium) P4 (Low)	4 hours 8 hours 4 business days 10 business days
<b>Updates</b>	P1 (Critical) P2 (High) P3 (Medium) P4 (Low)	Once per hour Once every 2 hours Once every day Once every 5 business days

6.3 The priority level assigned to a ticket is described below:

- P1 means:**
  - Prevents a significant number of end users from working and where no workaround exists.
  - Has a critical impact on the ability of the Customer to carry out its obligations.
  - Results in material loss or corruption of any Customer data.
- P2 means:**
  - Prevents a group of end users from working and where no workaround exists.
  - Has a major (but not critical) adverse impact on the activities of the Customer.
  - Causes some financial loss to the Customer.
- P3 means:**
  - Prevents one or more end users from working and where no workaround exists.
  - Has a moderate adverse impact on the activities of the Customer.
- P4 means:**
  - Causes a minor adverse impact on the provision of the services the Customer provides to end users.

6.4 The Customer acknowledges and agrees that if any Support Request does not qualify for Support Services or is otherwise excluded, the Supplier remains entitled to charge the Customer at its standard rates (applicable from time to time) for time and materials supplied for software related services.

## 7. CHARGES

7.1 In consideration of the Support Services (excluding for this purpose any Optional Services), the

Customer shall pay the Charges set out in the Order Form.

## **8. EXCLUSIONS**

- 8.1 The Supplier may, on prior notice to the Customer, make changes to the Product and/or Software Product, provided that such changes do not have a material adverse effect on the Customer's business operations.
- 8.2 The Supplier shall have no obligation to provide the Support Services where faults arise from:
  - a. misuse, incorrect use of or damage to the Products and/or Software Product from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
  - b. failure to maintain the necessary environmental conditions for use of the Products and/or Software Product;
  - c. failure to meet the minimum software and hardware requirements for use of the Software Product as set out on the Customer portal.
  - d. use of the Products and/or Software Product in combination with any equipment or software not provided by the Supplier or not designated by the Supplier for use with any element of the Software Product, or any fault in any such equipment or software;
  - e. relocation or installation of the Software Product by any person other than the Supplier, or a person with written authorisation from the Supplier to act under the Supplier's instructions;
  - f. any breach of the Customer's obligations under these Conditions or any EULA howsoever arising;
  - g. any modification not expressly authorised by the Supplier including which results in a departure from the Product Specification;
  - h. any modification not expressly authorised by the Supplier including which results in operator error; and
  - i. where the Software Product is a Deprecated Software and it is outside of the Deprecation Support Period.
- 8.3 The Supplier shall not be required to perform any Support Services while any Charges remain due and payable to Forensic Analytics under these Conditions.