

## Support Services Terms and Conditions

**Excitech's general Terms and Conditions will also apply to contracts made between Excitech and the Customer. Where terms are inconsistent, these Support Services Terms and Conditions will apply.**

Definitions: Capitalised terms have the meanings set out below:

- **1st Line Support** means the provision by Excitech of an IT service desk contact facility for Incident logging, management, investigation and diagnosis of basic Incidents;
- **1st Line Support Hours** means 8am to 6pm between Monday and Friday excluding public holidays;
- **2nd Line Support** means those tasked with further investigating and/or diagnosing activities in respect of Incidents that are escalated from 1st Line Support;
- **2nd Line Support Hours** means 8am to 6pm between Monday and Friday excluding public holidays (any 2nd Line Support requiring input from Excitech's Computer Aided Facilities Management team or Document Management Solutions team will operate from 9am to 5.30pm between Monday and Friday excluding public holidays);
- **Additional Services** means any services that fall outside of Excitech's Support Services including but not limited to any work in relation to Defects, Configuration or Customisation of Software, or any training or consultancy;
- **Customer** means the person, firm or company who purchases Support Services from Excitech;
- **Customer Representative** means the person reporting an Incident to Excitech;
- **Configuration** means the utilisation of standard product features to change the function of the software or service;
- **CRM System** means Excitech's current customer relationship management database;
- **Customisation** means the creation of non-standard product features to change the function of the software or service;
- **Defect** means an error, flaw, failure or fault that causes software or a service to produce an incorrect or unexpected result, or to behave in unintended ways that cannot be resolved through Configuration;
- **Hardware** means the hardware identified as being supported by Excitech in the Customer's purchase order
- **Incident** means an unexpected event or occurrence relating to the Customer's business, resulting in the requirement for 1st or 2nd Line Support;
- **Incident Severity Level** means a level of severity that Excitech shall assign to a Support Case in accordance with the table below;
- **Mitigation** means that a reasonable workaround or alternative resolution has been found for an Incident;
- **On-site Support** means Support Services provided by Excitech at the Customer's premises identified on the Customer's purchase order;
- **Out of Hours** means any time that is not during the 1st or 2nd Line Support Hours respectively;
- **Remote Access** means a secure connection enabling Excitech to assist with Customer's queries remotely via screen sharing or otherwise;
- **Response** means a phone call has been made or email has been sent to the Customer Representative confirming that a Support Case has been opened in Excitech's CRM system;

- **Resolution** means that the Incident has been adequately mitigated or resolved;
- **Software** means software identified as supported by Excitech in the Customer's purchase order;
- **Support Case** means the Incident as recorded on Excitech's CRM system as a result of the Customer's telephone/ email access to the 1st Line Support; and
- **Support Services** means the support services to be provided by Excitech to Customer.

## 1. Support Desk Procedure

1.1. Excitech shall provide to the Customer 1st and 2nd Line Support and manage all Support Cases. Excitech shall provide the Services during the 1st and 2nd Line Support Hours respectively.

1.2. Excitech shall provide the Support Services in accordance with the following procedure:

1.2.1. Customers shall report any Incidents to the Excitech 1st Line Support team via email to support@excitech.co.uk, or via telephone on 01992 700188 providing the following details:

- name of Customer
- clear description of the issue and screen shot if possible; and
- name of the affected application, service or hardware and the version/serial number being used (e.g. Revit 2017, ARCHIBUS, Excitech FM, Microsoft 365 ProPlus or HP DesignJet T520 Serial Number - HU265BM18V).

1.3. 1st Line Support will work with the Customer Representative to understand the Incident and allocate a case number.

1.4. 1st Line Support shall assign to the Support Case one of the Incident Severity Level's as set out in the table below.

1.5. 1st Line Support shall identify whether the Support Case should be dealt with by 1st Line Support or whether the Support Case needs to be escalated to 2nd Line Support.

1.6. The relevant Excitech support tier shall work to resolve the Support Case in accordance with the relevant Response Target and Resolution Target for the assigned Incident Severity Level. This may include telephone, email or Remote Access support.

1.7. Excitech shall liaise with the Customer Representative and make recommendations to resolve the Incident, following which a mutual decision on how to proceed will be made by Excitech and the Customer Representative.

1.8. The agreed solution will be executed by Excitech or by a Customer Representative under Excitech's Remote Access supervision.

1.9. Excitech will seek confirmation from Customer Representative that a solution has been successfully implemented and request that the Support Case be closed.

1.10. In the event that Excitech is unable to provide an acceptable Resolution to a Support Case, Excitech will report to the Customer Representative detailing the issue(s) and where applicable, provide recommendations for further action.

1.11. If Excitech has determined that the nature of the Support Case constitutes a requirement for third party involvement, eg Microsoft or Archibus, the Customer will be informed and Excitech's Resolution targets will not apply.

1.12. In the unlikely event that a Support Case cannot be resolved within a satisfactory time period, the Customer may escalate the matter to the Support Services Manager.

## 2. Service Levels: Incident Severity, Response And Resolution Times

Incident Severity	Incident Severity Definition	Response Target	Resolution Target	Onsite Target*
<b>Critical</b>	<p><b>Business Halted:</b> Product issue prevents use of application or key components and no acceptable workaround exists.</p> <p>The problem has one or more of the following characteristics:</p> <ul style="list-style-type: none"> <li>• Data is corrupted</li> <li>• System is hanging or down</li> <li>• System crashes repeatedly</li> <li>• Critical functionality is not available</li> </ul>	15 Minutes	Mitigation or Resolution within one working day.	4 hours
<b>High</b>	<p><b>Business Impacted:</b> Product issue impacts use of application or key components and no acceptable workaround exists.</p>	30 Minutes	Mitigation or Resolution within one working day.	6 hours
<b>Medium</b>	<p><b>Non-Critical:</b> Product issue impact use of application but does not prevent productivity</p>	1 Hour	Mitigation or Resolution within two working days.	1 working day
<b>General Query</b>	<p>Product issue is an inconvenience and does not prevent use application and productivity</p>	4 Hours	Mitigation or Resolution within five working days.	3 working days

\*Where onsite support has been purchased.

## 3. Excitech Responsibilities

3.1. Excitech is responsible for providing the Support Services to the Customer during the term of this Agreement.

3.2. Excitech is responsible for 1st and 2nd Line Support and managing any further escalations made to third parties where Excitech are unable to resolve an Incident.

## 4. Customer Responsibilities

4.1. Where appropriate, the Customer shall enable Remote Access for an Excitech representative to make a network connection in an attempt to resolve a particular Incident.

## 5. Limitations

5.1. Excitech will not be obliged to provide the Support Services outside of the Support Hours. Where Support Services are required outside of these hours, Excitech and the Customer may come to an agreement for Additional Services.

5.2. The Support Services shall not include any support or advice in relation to Defects, Configuration or Customisation. Where Defects, Configuration or Customisation issues have been identified, Excitech and the Customer shall agree any

Additional Services to be provided by Excitech.

**5.3.** Unless it is agreed between the parties as an Additional Service, Support Services will not be provided if the Support Services are required as a result of:

**5.3.1.** the improper or incompetent use or operation of Software or Hardware;

**5.3.2.** Customer and/or its employees, contractors, consultants, agents or otherwise not having been trained to (in the reasonable opinion of Excitech) an acceptable level of competence in respect of the use of the Software or Hardware, or, if it is deemed that Customer is using the Support Services for training or consultancy purposes; and/or

**5.3.3.** failure or delay by Customer to implement recommendations or solutions advised by Excitech.

**5.4.** Excitech's Response and Resolution Targets shall not apply where Excitech:

**5.4.1.** are providing services outside of this Support Services Agreement;

**5.4.2.** have agreed to undertake Support Services on a free of charge basis;

**5.4.3.** are waiting for contact or further information from the Customer.

**5.5.** Excitech reserve the right to close a Support Case where the Customer has failed to respond within 5 working days.

**5.6.** Whilst Excitech will use their best endeavours to meet Customer expectations, Excitech reserves the right to refuse support where a request falls outside of the scope of Excitech's expertise.

**5.7.** Excitech have the right to alter the Incident Severity Level as it may change during the life of an Incident.

## **6. Additional Services**

**6.1.** At any time, Additional Services may be agreed between the parties in the form of a Statement of Work ("SOW"). Any SOW shall be agreed in writing between the parties before any works described under such SOW commences. Such Additional Services shall be treated as individual pieces of project work and new terms shall be agreed if necessary.

**6.2.** On-site Support and bespoke Support Services can be provided on agreement between Excitech and the Customer.

## **7. Premium Support & Services**

**7.1.** Where Incidents are identified as being outside of the scope of the Supplier's standard Support Services contract, Customers are able to purchase Premium Support Services.

**7.2.** Premium Support Services are pre-paid time credits which can be used cross-departmentally for any services that the Supplier offers its Customers, including consultancy.

**7.3.** Premium Support Services are available to purchase in a minimum of four (4) hour credits.

**7.4.** Premium Support Services must be used within one year (from the date of the relevant purchase order). However, the Customer is entitled to top up their credit, each credit being valid for a further 12 months from the date of purchase.

**7.5.** Premium Support Services credits will be debited from the Customer's account in 15 minute units.

**7.6.** If Premium Support Services are required for consultancy services, there may be an additional charge for the Customer which will be agreed in advance of any consultancy being undertaken.

**7.7.** The Supplier will assume that the Customer Representative requesting the Premium Support Services has the relevant authority to draw down on any pre-paid Premium Support Services credit.

