Support and Maintenance Addendum

1. Introduction

The Parties agree that this Support and Maintenance Addendum (**"Support Addendum"**) sets forth supplemental terms and conditions applicable to AutoRek's provision of support and maintenance services with respect to the Software Subscription Services. This Support Addendum is incorporated by reference into the Agreement and shall remain in effect for the duration of the Agreement.

2. Definitions

Capitalised terms used but not defined in this Support Addendum shall have the meaning given to them in the Agreement and Order Form as applicable.

Agreement:	the legally binding terms and conditions agreed between AutoRek and the Client (in relation to the use by the Client of the Software Subscription Service) comprising the Software as a Service Agreement and any ancillary documentation referred to therein including any Order Form, and any SOW.
Available or Availability:	the underlying Platform resources are online, functional and able to support the operation of the Software.
Availability Target:	the target Availability where Availability is calculated as a percentage of Total Time calculated in accordance with paragraph 4.1.
Client Cause:	each of the following:

    a. a breach of the terms of the Agreement by the Client;

    b. incorrect use of the Services or operator error, in each case, in breach of the Agreement or the requirements of the Documentation;

    c. any fault in data which is provided, or uploaded to the Software Subscription Service by the Client including inherent inconsistencies or errors in format;

    d. errors or defects in the Client's end-points, interconnectivity to AutoRek systems, or any other elements for which Client is expressly stated to have sole responsibility under the Agreement or Documentation;

    e. Incidents that result from the Client's failure to adhere to the any required configurations, follow any policies of acceptable use, or your use of the service in a manner inconsistent with the features and functionality of the Software Subscription Services;

    f. Incidents that result from attempts to perform operations that exceed prescribed usage;

    g. Incidents that result from the Client's failure to follow appropriate security practices.

Client Designated Representative:	the designated staff of the Client who have either: (i) had appropriate training from AutoRek; or (ii) been accepted as a suitable liaison able to raise Incident Tickets as described in paragraph 3.2.
Defect(s):	the defect(s) more particularly outlined in paragraph 7 of this Support Addendum.
Downtime:	a period of time when the Platform resources are not Available excluding the periods outlined in paragraph 4.3.
Emergency:	a serious event or circumstance which impact or is reasonably likely to impact the Client's Environment or the provision of the Software Subscription Services and requires AutoRek to take urgent action and/or remediation to prevent disruption of, or damage or disablement to, the Software Subscription Services or the Environment.
Emergency Maintenance:	maintenance which is necessary for AutoRek to undertake to remedy or mitigate the impact on the Services of any events or circumstances resulting in an Emergency.
Incident:	a verifiable and reproducible bug, error or similar functional problem with the Software Subscription Services that prevents the Software Subscription Services from functioning substantially in accordance with the Specification.
Incident Ticket:	the record made by the Service Desk that the Client has reported an Incident.
Maintenance:	Planned and Emergency Maintenance.
Maintenance Window:	a period of time, between the hours of 23:00 and 07:00 UTC/BST unless otherwise specified in the Order Form or agreed in writing between the Parties.
Non-Production Environment:	an Environment that may be used for other purposes but may not be put to Productive Use.
PITR:	point-in-time recovery, the Microsoft terminology for short-term-retained backups of Azure SQL databases, which uses weekly full backups, differential backups every 12-24 hours, and transaction log backups every 5-10 minutes to support an RPO of 5-10 minutes.
Planned Maintenance:	any pre-planned updates, maintenance or other upkeep activities which are foreseen or routine and necessary for the continued operation of a Service and excludes urgent or emergency changes, or updates to the cloud infrastructure that are reasonably beyond AutoRek's control.
Production Environment:	an Environment that both Parties recognise as forming part of the Client's Productive Use of the Software.
Resolve:	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below applicable to the Incident.

Response Time:	the time it takes during Service Desk Hours for AutoRek to respond to an Incident Ticket measured from the date and time that the Incident was reported to the AutoRek by a Client Designated Representative in accordance with this Support Addendum to the date and time that AutoRek issues an email confirmation to the Client which acknowledges the Incident Ticket.
RPO:	Recovery Point Objective meaning the potential loss (of data or work) between the point of failure and recovery, as generally understood within the industry as applied to recovery from a DR incident.
RTO:	Recovery Time Objective meaning the delay between invocation of a recovery activity and the availability of the recovered systems or data as generally understood within the industry as applied to recovery from a DR incident.
Service Desk Hours:	as defined in paragraph 3.3 below.
Total Time:	calendar days in a month multiplied by 24 hours x 60 minutes

3. Support Services

3.1. AutoRek shall provide the Support Services detailed in this Support Addendum. The Service Level option more particularly described in paragraph 3.3 applicable to the Client is specified in the Order Form.

3.2. AutoRek shall provide the Support Services via a Service Desk which is accessible to the Client by way of self-service portal or telephone to enable the Client Designated Representative to report any Incident to AutoRek. The Service Desk shall be available during Service Desk Hours.

3.3. AutoRek shall use all reasonable endeavours to respond to all Incident Tickets within the Response Time and Resolve all Incidents properly reported in accordance with this Support Addendum in the Resolution Time set out in the tables below. Incidents affecting a Non-Production Environment will automatically be graded at one Level of Severity lower than an equivalent Incident affecting a Production Environment.

STANDARD SLA			
Service Desk Hours			**(8x5) 09:00 – 17:00 Business Days**
Level of Severity		**Response Time**	**Resolution Time**	**Resolution Procedure**
Critical	the Incident renders the Software Subscription Service inoperable	2 hours	8 hours	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Critical.
Major	the Incident results in a significant	4 hours	2 Business Days	Incident is fully resolved, or a temporary solution or

	impairment of the Software Subscription Service			workaround has been provided that has the effect of reducing the severity level below Major.
Minor	the Incident results in the Software Subscription Service not functioning as specified	2 Business Days	20 Business Days or subject to acceptance by the Client shall be implemented in the next available Release.	Incident is fully resolved, or a temporary solution or workaround has been provided.

ENHANCED SLA			
Service Desk Hours			**(12x5) 06:00 – 18:00 Business Days**
Level of Severity		**Response Time**	**Resolution Time**	**Resolution Procedure**
Critical	the Incident renders the Software Subscription Service inoperable or unavailable	15 minutes	8 hours	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Critical.
Major	the Incident results in a significant impairment of the Software Subscription Service	2 hours	2 Business Days	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Major.
Minor	the Incident results in the Software Subscription Service not functioning as specified	2 Business Days	20 Business Days or subject to acceptance by the Client shall be implemented in the next available Release.	Incident is fully resolved, or a temporary solution or workaround has been provided.

24 x 5 SLA			
Service Desk Hours			**24 hours per Business Day**
Level of Severity		**Response Time**	**Resolution Time**	**Resolution Procedure**
Critical	the Incident renders the	15 minutes	8 hours	Incident is fully resolved, or a temporary solution

	Software Subscription Service inoperable or unavailable			or workaround has been provided that has the effect of reducing the severity level below Critical.
Major	the Incident results in a significant impairment of the Software Subscription Service	2 hours	2 Business Days	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Major.
Minor	the Incident results in the Software Subscription Service not functioning as specified	2 Business Days	20 Business Days or subject to acceptance by the Client shall be implemented in the next available Release.	Incident is fully resolved or a temporary solution or workaround has been provided.

24 x 7 SLA				
Service Desk Hours				24 hours per day, every day
Level of Severity		Response Time	Resolution Time	Resolution Procedure
Critical	the Incident renders the Software Subscription Service inoperable or unavailable	15 minutes	8 hours	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Critical.
Major	the Incident results in a significant impairment of the Software Subscription Service	2 hours	2 Business Days	Incident is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Major.
Minor	the Incident results in the Software Subscription Service not functioning as specified	2 Business Days	20 Business Days or subject to acceptance by the Client shall be implemented in the next available Release.	Incident is fully resolved or a temporary solution or workaround has been provided.

3.4. The following shall not be construed as an Incident for the purposes of this Support Addendum:

a. any issue which AutoRek reasonably determines in good faith not to be an Incident in the Software Subscription Services including issues relating to third party software of failure to operate the Software Subscription Services in accordance with the Documentation;

b. an issue which results wholly or substantially from a Client Cause;

c. any additional testing, verification or adaptation necessary to support the Client's own customisations or procedures;

d. issues which AutoRek can reasonably demonstrate are not necessary to resolve to ensure the correct operation of the Services in accordance with the Agreement or Documentation

e. issues within the Hosting Services which are not directly caused by AutoRek (**"Hosting Service Issue"**)

Each, an **"Excluded Event"**

3.5. AutoRek shall notify the Client in the event that an Incident Ticket relates to an Excluded Event and shall provide all reasonable information in respect of the classification. In the event the Client requires assistance in respect of an Excluded Event, AutoRek shall promptly provide an estimate for the effort required based on the professional services rates and charges shall be subject to prior Client approval.

3.6. Time AutoRek spends waiting on the Client for any valid reason shall not contribute to the time calculated to resolve an incident. In the event the Incident is caused by a Hosting Service Issue, AutoRek shall provide all reasonable information to the Client in respect of the Hosting Service Issue and any service credits payable to the Client shall reflect such proportion of the applicable service credits awarded by the Hosting Provider to AutoRek which applies to the Hosting Fees payable under the Agreement.

4. Availability

4.1. The Availability shall be calculated as follows:

$$\text{Availability} = \frac{\text{Total Time - Downtime}}{\text{Total Time}} \times 100$$

4.2. The Availability Target for a Production Environment is 99.5% per calendar month and for a Non-Production Environment is 95%. AutoRek shall take reasonable steps to meet the requirements on Availability but cannot guarantee total conformance to the requirement at all times and makes no warranty as to Availability.

4.3. The following shall be excluded from Downtime:

a. Maintenance Windows;

b. Maintenance;

c. downtime where DR or failover/recovery mechanisms have been correctly invoked;

d. downtime at the Client's request, including implementation of any agreed Changes;

e. downtime due to a Client Cause;

f. malicious 3rd party actions that do not arise from breach by AutoRek of the Agreement;

5. Service Credits

5.1. If AutoRek fails to meet the Resolution Targets set out in paragraph 3.3 above in respect of any Incident (**"Service Level Failure"**) the following Service Credits shall apply:

Severity	Service Credit
Critical	1.25% of one quarter of the annual Licence Fee
Major	0.75% of one quarter of the annual Licence Fee
Minor	0.25% of one quarter of the annual Licence Fee

5.2. In any twelve (12) month period during the Term, the Client shall not be entitled to any Service

Credits that exceed 10% of the annual licence Fee: for example, credits amounting to 10% of the annualised Licensed Fee in the first quarter of the twelve (12) month period per shall result in zero Service Credits for the remainder of that (twelve) 12 month period.

5.3. The Parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered and does not constitute a penalty. The provision of a Service Credits shall be an exclusive remedy for Service Level Failures.

5.4. A Service Credit will only be allowable if registered by the Client and not disputed by AutoRek within sixty (60) days of the end of Service Level Failure in respect of which the response level was not met.

5.5. Service Credits shall be shown as a deduction from the amount due to AutoRek from the Client in the next invoice due to be issued under the Agreement or if there are no further invoices due, AutoRek shall refund any outstanding service credits to the Client at the end of the Term.

6. **Backup**

6.1. Azure SQL Database configured in the Production environment shall have an RTO of 12 hours in the case of geo-restore from geo-replicated backups, 1 hour in the case of auto-failover groups being enabled, and 30 seconds in the case of manual database failover to secondary replica.

6.2. Production Environment databases are backed up with Microsoft default PITR policy of seven days retention. Weekly LTR backups are retained for six weeks, Monthly LTR backups for six months, and Yearly LTR backups for six years.

6.3. Non-Production Environment databases are backed up with Microsoft default PITR policy of seven days retention, with Weekly LTR backups retained for six weeks.

6.4. The Client is responsible for conducting its own periodic backup in respect of the Client Data and Output Data in accordance with Good Industry Practice

6.5. Planned Maintenance shall:

a. be advised to the Client with at least 48 hours' notice including a description of the work and a likely impact statement;

b. avoid any critical periods that Client may advise, insofar as these can reasonably be avoided;

c. be carried out during a Maintenance Window whenever possible; and

d. occur no more than once per week insofar as reasonably practical.

6.6. AutoRek shall provide the Client with as much notice as possible of any Emergency Maintenance and shall use reasonable endeavours to mitigate insofar as possible any impact of the Emergency Maintenance on the Client's use of the Services.

6.7. Updates to the Hosting Services may be performed in the background and without notice insofar as they do not detrimentally impact the Software Subscription Services. Where the Hosting Provider notifies AutoRek of any update or maintenance which will impact the Software Subscription Service, AutoRek shall notify the Client promptly of the date and/or time, or window of time, of such updates; and any impact anticipated on the Software Subscription Services.

7. Defects

7.1. Defects (as more particularly described in clause 3.15 of the Agreement) shall be categorised as follows:

Defects		Definitions	Extent of Impact		
			High	Medium	Low
			The defect impairs the correct functioning of the whole system or significant elements of the system, such that the integrity of key outputs, data, MI and reports would be brought into question	The defect will affect some functions or some user types or some data feeds from reconciling as expected, however other functions, reports and MI in the system are not affected	The defect affects a single user, single data feed or single case and/or is cosmetic in nature. The general functioning of the system is not affected
Urgency	High	The defect is blocking Test execution that is time critical and no other variation to the test plan is possible	P1	P2	P3
	Medium	The defect may be blocking test execution and time-critical work, however other test execution cases can still be run, and this is an acceptable variation to the test plan	P2	P3	P4
	Low	The defect is isolated and is not material to the critical test execution path, nor is it blocking other time critical tests from being run	P3	P4	P4