CorefocusX Limited

T: +44 1534 780183 | **E:** sales@CorefocusX.com | **W:** www.CorefocusX.com
Anley House Anley Street, St Helier Jersey JE2 3QE

Support Contract

Parties

(1)   **COREFOCUSX LIMITED** a private company incorporated and registered in Jersey with company number 75677 whose registered office is at Anley House, Anley Street, St Helier, Jersey, JE2 3QE (**CorefocusX**); and

(2)   **THE CUSTOMER hereto (Customer).**

Contract Date: Effective from July 2024

Agreed terms

1.   **Interpretation**

1.1   Definitions:

General Terms and Conditions: as defined in the CorefocusX Limited General Terms and Conditions supplied separately. This Support Contract is entered into subject to the General Terms and Conditions of CorefocusX which are hereby incorporated into this agreement by reference. The Customer acknowledges and agrees that all provisions of the General Terms and Conditions apply to this Support Contract unless expressly modified herein. In the event of any inconsistency or conflict between this Support Contract and the General Terms and Conditions, the terms of this Support Contract will prevail only to the extent of such conflict.

Charges: the charges payable by the Customer for the supply of the Services by CorefocusX, as set out in Charges section and Support contract. The service is delivered at a 'Pay As You Go' rate of £140 per hour or part thereof. A purchase order number or order reference number is required from the client prior to action or support being undertaken by CorefocusX.

General Terms and Conditions: as defined in the CorefocusX Limited General Terms and Conditions supplied separately. This Support Contract is entered into subject to the General Terms and Conditions of CorefocusX which are hereby incorporated into this agreement by reference. The Customer acknowledges and agrees that all provisions of the General Terms and Conditions apply to this Support Contract unless expressly modified herein. In the event of any inconsistency or conflict between this Support Contract and the General Terms and Conditions, the terms of this Support Contract will prevail only to the extent of such conflict.

Services: the services covered under section 1 of this agreement.

1.2   Interpretation:

1.2.1   a reference to legislation or a legislative provision shall include all subordinate legislation as at the date of this Contract under that legislation or legislative provision;

1.2.2   any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.3   a reference to **writing** or **written** includes emails.

2.   **Commencement and term**

The Support Contract shall commence on the Contract Date and shall continue, unless terminated earlier in accordance with its terms..

3.   **Services**

3.1   The Services to be provided by CorefocusX to the Customer are:

3.1.1   Support Services:

- Advice to Customer management on licensing options;

- Procurement of new or additional licenses;

- Set-up of new users to access and use the Licensed Software;

- Information and advice on known errors and patches;

- On-premise and Cloud solution Update management;

- Password re-sets;

- Telephone helpline Support for troubleshooting routine use and the operation of the Licensed Software; and

- Fault diagnosis and recommendation of rectification by telephone and remote access.

- Access to the https://support.corefocusx.com portal to log and manage support calls.

- System health checks

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4. Service Performance

4.1   CorefocusX will use its reasonable endeavours to perform the Services and to make recommendations of resolutions to issues logged.

In the event of the issue being diagnosed as a set-up fault or correctable issue, a recommended solution will be provided by CorefocusX.

Correctable issues logged with CorefocusX will usually be handled in a methodical manner as follows:

- When a recommended solution is known, then this will be provided as an immediate response at the time of call logging.

- Where further research is required before a recommended solution can be proposed, the Customer will be informed and a solution sought. The customer will periodically be updated with progress.

- The recommended solution would normally be applied by the Customer.

- Where the Customer requires further intervention by CorefocusX to monitor, apply or test the solution, then CorefocusX staff may set a time for this work to be carried out and charge a fee for the work.

In the event of the issue being diagnosed as a fault in third party Licensed Software, the fault will be logged with the relevant Licensed Software author and the Customer informed of the recommended solution. Intermediate Licensed Software releases (roll ups or patches) may be issued by the Licensor to rectify Licensed Software faults.

If the issue logged is diagnosed as a requested additional feature or function of a Licensed Software, the issue will be logged and discussed with the Customer (and relevant 3rd party) to determine whether the relevant approach is to:

- Make the enhancement via (chargeable) Consultancy assistance

- Adopt the feature as part of a scheduled upgrade (where the additional feature or function is already scheduled for release)

- Recommend the feature to the software author as a future possible Enhancement for inclusion in potential future upgrade releases of the Licensed Software.

5. Updates

5.1   Cloud serviced Licensed Software generally have programmed Updates applied across the platform.

CorefocusX may check and intervene in the roll-out of these Updates to allow for Customer testing to be carried out before the Updates are automatically applied. This process includes the pausing of the Update, the applying of the Update to a sandbox where the Customer can test functionality before approving the release of the Update to users in the live environment. CorefocusX will charge the Customer for any additional set-up, process modifications or training required as a result of changes made by the Update.

On-Premise software (licensed by subscription or via a perpetual model) is also subject to periodic Update. The Licensor will make available new versions of Licensed Software containing fixes, new features and functionality. All customers with an active enhancement contract with the Licensor are entitled to the Licensed Software Updates and upgrade free of charge. The installation of this Licensed Software and the upgrade and testing of data by CorefocusX will be charged as a Consultancy service when carried out on premise.

6. Hours of Service

6.1   The CorefocusX telephone lines will be available during Normal Working Hours (9.00am to 5.30pm Business Working Days). Extended hours of cover may be available on prior written request.

7. Logging a Support Call

7.1   Support calls should be reported to the CorefocusX Support desk in one of the following ways:

- Dedicated Support Line:**+44 (0)1534 780183**
- CorefocusX Support E-mail: **Support@CorefocusX.com**
- https://support.corefocusx.com

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8.   Call Priority

8.1   All calls will be allocated a priority level as follows:

Priority 1: System Inoperable

The problem reported is causing the System to be inoperable. No changes to the Customer's operating environment have taken place (without full approval of CorefocusX), which may have caused the problem. A CorefocusX support consultant will respond directly to the Customer. Priority 1 calls should be logged by both telephone and e-mail.

Priority 2: Serious Interruption

The problem is causing the System to perform incorrectly. A workaround can be established. A CorefocusX support consultant will respond directly to the Customer. Priority 2 calls should be logged by both telephone and e-mail.

Priority 3: Inconvenience

The problem reported relates to functionality of the system where the system has performed in a way that the Customer finds inconvenient. A CorefocusX Support consultant will respond directly to the Customer.

Priority 4: Inconvenience /Query

The problem reported is a general query about functionality of the system. The timeframe for the CorefocusX response will be agreed between CorefocusX and the Customer dependant on scope and complexity.

9.   Other Services and Rights

9.1   CorefocusX may be requested or required by the Customer to provide additional Consultancy services not covered by the Services such as:

- Work to be carried out at the Site;

- Consultation about enhancement and/or modification of the Licensed Software;

- The application of fixes, enhancements and/or modifications, in the Customer's test and live operating systems;

- Training;

- Report writing & form customisation;

- Code development, data take-on and integration services;

- Consultancy services provided by 3rd parties; and

- Such other services not being part of the Services, as may from time to time be agreed between the parties.

9.2   CorefocusX will provide the Customer with the additional Consultancy services on agreement of scope at its current published day and hourly rates.

9.3   CorefocusX is not obliged to Support the Licensed Software if the Customer is not using the versions of the operating system Licensed Software as specified by CorefocusX in writing from time to time or if the Customer is not using a supported version of the Licensed Software.

9.4   CorefocusX will undertake on-premise Support for the Licensed Software on a designated hardware system only if the hardware is the subject of a separate hardware maintenance agreement with the manufacturer of the hardware or with a reputable third party maintainer.

9.5   CorefocusX reserves the right to refuse to provide or make additional charges for the Services at any time without being obligated to refund any sums paid by the Customer if;

- any development, enhancement, repair, patch, fix or variation of the Licensed Software is carried out other than by CorefocusX or without CorefocusX's prior written approval;

- the Customer has failed to pay an invoice of CorefocusX in accordance with the provisions of CorefocusX General Terms and Conditions including other invoices for licence fees and additional Consultancy services, unless they are agreed to be in dispute;

- where, in the reasonable opinion of CorefocusX, the Customer's system is under specified and has ceased to be capable of running the Licensed Software successfully for any reason;

- where modifications are made to the Customer's computer system that affect the Licensed Software without the prior written agreement of CorefocusX; or

- where, in the reasonable opinion of CorefocusX, the Customer's system requires modification in order to facilitate the proper functioning and performance of the Licensed Software.

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10.   **Customer Responsibilities**

10.1   The Customer will:

     10.1.1   Provide CorefocusX with full remote on-line access minimum administrative permission required to the Licensed Software to assist the support team in the investigation, diagnosis and recommendation of a solution to issues.

     10.1.2   Be responsible for all changes made in the live operating environment. Any request for CorefocusX to carry out work in the live environment should be carried out under Customer supervision.

     10.1.3   Use the Licensed Software correctly and in accordance with CorefocusX' operating instructions, the documentation and with suitable operating supplies;

     10.1.4   Maintain procedures to facilitate reconstruction of any lost or altered files, data or programs, and the Customer agrees that CorefocusX will not be liable under any circumstances for any consequences arising from lost or corrupted date, files or programs. The Customer is solely responsible for carrying out all necessary backup procedures for its own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason;

     10.1.5   Notify CorefocusX promptly of any malfunction of the Licensed Software;

     10.1.6   Control the environmental conditions of the Site in accordance with any environmental operating ranges specified by CorefocusX or other manufacturer of the Customer's hardware and equipment;

     10.1.7   Regularly perform the various Customer routine and preventative maintenance as recommended by the Licensor or as advised by CorefocusX;

     10.1.8   Copy and use any Updates, modifications, corrections or enhancements to the Licensed Software only in accordance with the licence granted for the Licensed Software. Under no circumstances are title to or any other rights to use the Licensed Software, including Updates, modifications, corrections or enhancements, granted to the Customer via the provision of CorefocusX Support.

11.   **Support Contract Charges**

11.1   As defined in the supporting support contract estimate or invoice.

12.   **Changes to charges**

12.1   Charges for Support and Enhancement may be adjusted to reflect any changes in the scope (or complexity) of the services supported, increases to the cost of third party enhancement purchased by CorefocusX, annual inflation and the number of users and machines supported.

12.2   Hourly, daily and pre-paid consulting rates will be set annually for future years

12.3   Any changes to charges will be notified to the Customer before coming into effect.

13.   **Support Case Closure**

13.1   Case closure is a systematic process for concluding active customer cases.

13.2   CorefocusX will notify the customer with the reason(s) for customers case closure.

13.3   Cases may be closed for the following reasons;

     13.3.1   Successful resolution of the issue.

     13.3.2   Client's request for closure.

     13.3.3   Non-compliance with terms or contractual obligations.

     13.3.4   Other valid reasons as agreed upon by both parties.