

## SAFYR® LICENCE AND SUPPORT AGREEMENT TECHNICAL SUPPORT STATEMENT

### INTRODUCTION

This is the Technical Support Statement referred to in Clause 2. of your Safyr® Software Licence and Support Agreement (“SLASA”).

Support Services are an included part of your SLASA if you have opted for the licensed annually, year-on-year, subscription model. Support Services are an option where Safyr is being licensed on a one-time basis. The Licence Model relevant to your purchase of Safyr Licences is set out in your Configuration Schedule.

Much of the terminology in this Technical Support Statement is already defined in your SLASA. In the case of any inconsistency between this Technical Support Statement and the SLASA – the SLASA will prevail. Defined words, terms and phrases set out in the SLASA apply to all of this Technical Support Statement.

In this Technical Support Statement we will be referred to as “Silwood” and you will be referred to as the “Customer”.

### THE SUPPORT SERVICE

#### 1. SUPPORT AND MAINTENANCE RELEASES AND SUPPORT AND MAINTENANCE

- 1.1 Support and Maintenance Releases. If Customer purchases Support Services (as set out in the Configuration Schedule) Silwood will provide Customer with minor releases and major releases to the type of Safyr licensed by Customer and described in their Configuration Schedule - provided such releases to Safyr are made generally available at no additional cost to other licensees of Safyr, if any (“**Support and Maintenance Releases**”). A “**Minor Release**” means a release of Safyr which consists of minor corrections, bug fixes and enhancements without substantial added functionality or features and which is denoted by a change of the numbers to the right of the first decimal point. A “**Major Release**” means a release of Safyr which consists of a new version with substantial enhancements, added functionality or new features and which is denoted by a change in the number to the left of the first decimal point. Major Releases do not include separate or different Safyr Products or services that are otherwise marketed by Silwood under a different name, even if such products are compatible with Safyr.
- 1.2 Support and Maintenance. Support Services are accessed by email at support@silwoodtechnology.com and/or by accessing Silwood’s web support portal. Support Services include reasonable consultation and advice to Customer on the operation and use of Safyr. Support Services also include acknowledgement of Technical Problems (as defined below) reported to Silwood within the time frames defined below. Silwood will provide telephone and email advice Monday through Friday (excluding bank holidays in the United Kingdom) during its standard support hours between 09:00 AM and 18:00 PM, GMT (“Standard Support Hours”), with 24 x 7 access to Silwood’s web support portal.
- 1.3 Support and Maintenance Initiation. Following the Customer’s signature of their Configuration Schedule Silwood will (where appropriate) initiate the Support Services to be provided hereunder. Silwood will (i) create an account for Customer on its web support portal, (ii) upload the applicable type of Safyr licensed by Customer, and, (iii) send Customer a welcome message which notifies Customer that the applicable Safyr and relevant Licence Keys are available for download and provide instructions outlining the Support Service process.

## 2. TECHNICAL PROBLEM CLASSIFICATION AND RESPONSE TIMES.

2.1 **Introduction** If Customer reports a technical problem in Safyr that degrades its performance or the performance of Customer's system ("Technical Problem"), Silwood will exercise its best endeavours to respond to Customer regarding such Technical Problem in accordance with the Response Expectation Table set forth below, according to the priority classification assigned to the Technical Problem by Silwood.

2.2 **Technical Problem Classification.** Silwood will assign a priority level to each Technical Problem reported by Customer based on the Technical Problem Classification Table below, using information provided by Customer and Silwood's reasonable judgment. Priority 3 will be the default severity level, unless otherwise specified by Silwood's support personnel. Priority levels are defined as follows:

**Priority Level 1:** Safyr is unusable or causes a system using Safyr to be functionally unusable. Priority 1 is reserved for Technical Problems that occur with Customer's production environment.

**Priority Level 2:** Use of Safyr has materially degraded, or otherwise causes a Technical Problem more serious than a Priority 3 Technical Problem.

**Priority Level 3:** Safyr has malfunctioned, but does not materially impact the functionality of Safyr overall.

**Priority Level 4:** Customer's inquiry requires information or assistance on Safyr capabilities in accordance with the Documentation.

2.3 **Technical Problem Reporting and Response.** Except for Technical Problems that can be resolved by an initial telephone conversation, Customer must provide Silwood with a reasonably detailed description of the Technical Problem by email. Silwood will use its best endeavours to take the following steps, in accordance with the Response Expectation Tables below:

**Step #1 – Initial Response.** Silwood will acknowledge to Customer its receipt of a Technical Problem notice and will begin collecting any additional information from Customer necessary to correct the Technical Problem. Each Technical Problem reported will be designated as an "Open Incident" and assigned an "Incident Reference Number" which will be tracked until resolved. Technical Support and engineering resources will be assigned in accordance with the priority of the reported Technical Problem being encountered by Customer.

**Step #2 - Follow-Up Response.** Silwood will use its best endeavours to respond to Technical Problems during the response times set forth in the applicable Response Expectation Table. Silwood will maintain records of all reported Technical Problems and their respective resolutions. All Customer Support Service interactions will be tracked utilising Silwood's Support Services systems for the accurate recording of interaction with each Customer and to ensure Silwood is able to provide continuous improvement in the Support Services function.

**Step #3 - Resolution.** Silwood will use its best endeavours to provide (at its sole and exclusive discretion) a patch, correction or workaround as a temporary solution for a reported Technical Problem. Silwood will, subject to the complexity of the Technical Problems and in accordance with the Response Expectation Tables, continue its best endeavours in identifying and providing resolution for all reported Technical Problems. Silwood may subsequently provide a tested patch, correction or upgrade, or a new version or an interim version of Safyr, in its sole and exclusive discretion. Each Open Incident will remain open and designated as an unresolved Technical Problem until confirmation has been received that the Customer that reported the Technical Problem is reasonably addressed with the resolution supplied by Silwood.

## 2.4 The Response Expectation Table

Priority	Initial Response	Follow-Up Response
Priority 1	Contact within 4 Support Hours	Urgent and continuing effort during Support Hours
Priority 2	Contact within 8 Support Hours	Contact within 1 standard UK Business Day
Priority 3	Contact within 1 standard UK Business Day	Contact within 2 standard UK Business Days
Priority 4	Contact within 2 Standard UK Business Days	Contact within 2 standard UK Business Days

2.5 **Escalation Process.** Silwood will, within the guidelines in the Technical Problem Classification Table, seek to resolve all Technical Problems. In the event that Silwood has not responded to Customer in accordance with the applicable Response Expectation Table; Silwood’s escalation policy may be activated to ensure that additional and prompt attention is provided to Customer regarding the Technical Problem previously reported. To escalate resolution for a reported Technical Problem, Customer should send an email to support@silwoodtechnology.com and request the Technical Problem that was previously reported be escalated appropriately to Silwood Support Service management. In order to escalate the Technical Problem efficiently, Customer will communicate the related Incident Reference Number previously assigned to the Technical Problem when requesting the Open Incident be escalated to Silwood Support and Maintenance management.

## 3. CUSTOMER RESPONSIBILITIES AND SCOPE OF THE SUPPORT SERVICE.

3.1 **Customer Responsibilities.** Silwood will not be required to fulfil its support obligations unless Customer provides Silwood with (i) contact information for one or more employees who will be available (a) during Support Hours, (b) during Customer’s business hours, at other times outside of Customer’s normal business hours if any Support will be provided at such times, and (ii) prompt and free access to any Customer hardware or software and any reasonable and necessary data communications facilities and equipment of Customer at no charge to Silwood, if required to permit Silwood to fulfil its support obligations under the SLASA.

3.2 **Support Service Exclusions.** Silwood will have no obligation of any kind to support any computer software product other than Safyr. Silwood will have no obligation of any kind to provide Support Service for problems in the operation or performance of Safyr to the extent caused by any of the following (each, a “Customer-Generated Error”): (i) modification, alteration or damage by anyone other than Silwood (or anyone operating under Silwood’s instructions), (ii) failure to use the then-current version of Safyr or one Major Release back, (iii) Customer’s negligence, hardware malfunctions or other causes beyond the control of Silwood, (iv) use of Safyr in conjunction with third party software or hardware not provided or approved in writing by Silwood prior to installation, (v) failure of Customer to install any Safyr Release provided by Silwood, (vi) use of Safyr not in accordance with Documentation and/or the SLASA, or (vii) use of Safyr on an unsupported platform as outlined within the Documentation or as specified on Silwood’s web support portal. If Silwood determines that it is necessary to perform Support Services for a problem in the operation or performance of Safyr that is caused by a Customer-Generated Error, then Silwood will notify Customer thereof in writing and Silwood will have the right, if it elects in its sole discretion to perform such Support and Maintenance, to invoice Customer at Silwood’s then-current published time and materials rates for all such Support and associated services. Furthermore, Silwood will have no obligation to support software that are created by Customer or that are not supported by Silwood’s technical support, development or professional services organisations except as agreed upon by the Customer and Silwood as a formal and written amendment to the SLASA and Configuration Schedule (as necessary and desirable). This may include time and materials charges as well as an additional support fee.