



SUPPORT SERVICES POLICY

In this Policy '**Software**' shall mean the Software as defined in the Purchase Terms and Conditions.

Telephone Helpdesk / Remote Support / Out hours Support

- 1 The price quoted by MSL Verteda for remote support does not include any hardware, software or set-up costs, which may be required to establish the remote connection.
- 2 Telephone support will be provided by the MSL Verteda Help Desk. Help Desk will be open to the Customer Monday to Friday between 9:00 a.m. and 5.30p.m. (excluding public and bank holidays). Requests for support on public holidays or event days should be made at least 10 working days in advance.
- 3 Purchased out-of-office hours support will be provided by an on-call engineer. Details & contact numbers will be provided during the installation period.
- 4 All calls to the MSL Verteda Help Desk will be timed in, logged as appropriate, given a unique reference number and allocated a severity rating in accordance with the following indicative examples:

Severity 1

- Business critical application is unavailable
- Issue is seriously impacting business operations with no workaround
- Error severely impacts guest service or financial results

Severity 2

- Business critical application is operable but not fully functional
- Workaround provided but condition severely impacts guest service or financial results

Severity 3

- Problem reported does not prohibit the execution of productive work
- Software operates with limited functionality

Severity 4

- Calls requiring a software fix but can be circumvented using a workaround
- Low priority user questions

Severity 5

- Calls requiring change to look or feel of software, but operations are not impacted
- Depending on change resolution may be in next release.

The Customer shall, acting reasonably, determine the severity of the call, which shall be noted by the MSL Verteda Help Desk operator, who shall give the Customer a call reference number.



- 5 Once allocated a severity rating, a call will be passed to the appropriate specialist within MSL Verteda who will use best efforts to assist in resolving the problem within the following response times:

	Severity 1	Severity 2	Severity 3	Severity 4	Severity 5
Initial Response	Fifteen minutes	Fifteen minutes	Within 24 hours	Within 24 hours	Within 24 hours
Target Fix Times	Within 24 hours or as soon as possible	Within 48 hours or as soon as possible	14 days or less	30 days or less	90 days or next release

*Customers are requested to phone in Severity 1 or 2 level issues to receive a fifteen minutes initial response.

- 6 For the purposes of this paragraph 6, Target Fix times are the target times within which MSL Verteda will use best efforts to resolve the problem but the Customer acknowledges that some problems may require longer than the Target Fix times for resolution and time for performance of Target Fix times will not be of the essence. Customer acknowledges that some problems may be a result of matters beyond MSL Verteda control (including, without limitation, inherent defects in software (other than the Software) or defects in hardware) and others will necessitate on-site help.
- 7 In the event that there is a dispute as the allocation of a level of severity the dispute shall first be escalated to the MSL Verteda Support Manager and the Customer Site Manager. If not resolved on the first escalation the dispute shall be referred to the global support manager.

Support Process

1. During normal business hours we have staff to assist you via phone or email:
Our UK business hours are 09:00 – 17:30 Monday – Friday excluding UK public holidays.
Our US business hours are 09:00 – 17:30 CDT Monday – Friday excluding US public holidays.
(Outside of these hours we have staff on-call for severity 1 issues (see severity list later in this document)
UK Support Phone: 01925 320 325
US Support Phone: 469 5186100
Email: support@verteda.com
2. Customer provides contact details of the authorized caller including telephone number, e-mail address and hours that the caller works.
3. Customer gives a brief description of issue and agrees a severity allocation.
4. MSL Verteda allocates reference number both verbally and via e-mail to the caller including who from MSL Verteda is allocated to the call.
5. The issue is diagnosed via e-mail, telephone and remote connection.
6. Call is resolved. The customer is informed and agrees call close via e-mail or telephone.



Customer Responsibilities

- 1 To enable MSL Verteda to provide the support services as above, the Customer is required to:
 - 1.1 nominate in writing a central point of contact within its organization who are authorized to lodge support calls with MSL Verteda as defined in the Schedule;
 - 1.2 ensure that each support call is logged with the MSL Verteda Help Desk: a support call will not be accepted if it is not logged with the MSL Verteda Help Desk.
 - 1.3 maintain the hardware, and the supported network in accordance with the manufacturers' recommendations;
 - 1.4 maintain the software not supplied by MSL Verteda;
 - 1.5 notify MSL Verteda of any hardware or software changes to the network (including any additions to the network), that may materially affect the operation of the MSL Verteda Systems which are supported under this Agreement;
 - 1.6 provide a safe working environment for any MSL Verteda employees or agents who are engaged in the provision of services at the Customer's premises;
 - 1.7 upgrade the Software to the most recent version if reasonably requested to do so by MSL Verteda, but in any event ensure that the Software used is no older than the penultimate release as supported by MSL Verteda at the time of any given year.
 - 1.8 provide connectivity to its network for remote support by MSL Verteda of sufficient bandwidth and resilience to enable MSL Verteda to perform its obligations under this Agreement.
- 2 If the Customer fails to comply with any of its obligations pursuant to the preceding paragraph 1.1 to 1.8 inclusive MSL Verteda shall be entitled to suspend the provision of services under this Agreement until such non-compliance has been remedied. In particular MSL Verteda reserves the right to withdraw Support Services (without refund of Support Services Fees) where Customer or the Sub-Licensee permits or performs installation affecting the platform upon which the Software or Equipment is run without the prior approval of MSL Verteda.
- 3 It is the Customer's responsibility to ensure that all data and software are backed up at all times and further the Customer shall be responsible for their restoration. MSL Verteda shall not be in any way responsible or liable for loss of data or software due to failure to back up or to restore, unless such failure was due to a problem caused by the Software or intervention by MSL Verteda.



Exclusions to Support Services.

MSL Verteda will have no obligation to provide Support Services of any kind for problems in the operation or performance of the Software to the extent caused by any of the following: (a) non-MSL Verteda provided software or hardware products or use of the Software in conjunction therewith (otherwise than as set out at clause 2.1); (b) modifications to the Software made by any party without MSL Verteda' express written authorization (otherwise than as set out at clause 2.1); (c) Customer's use of the Software other than as authorized in this Agreement or as provided in the Documentation; or (d) Customer's use of the Software without use of any error corrections or updates thereto provided by MSL Verteda (a "**Customer-Generated Error**"). Support Services may not be provided to Customers who permit unauthorized installation or who perform self-installations that have not received prior written approval from MSL Verteda. If MSL Verteda determines that it is necessary to perform Support Services for a problem in the operation or performance of the Software that is caused by a Customer-Generated Error, then MSL Verteda will notify Customer thereof as soon as MSL Verteda is aware of such Customer-Generated Error and MSL Verteda will have the right to invoice Customer at MSL Verteda' then-current published time and materials rates for all such Support Services performed by MSL Verteda. MSL Verteda shall have no support obligations of any kind with regard to the Equipment; provided, however, MSL Verteda may, in its sole discretion, offer Customer a separate hardware and/or software maintenance service contract with respect to the Equipment.

Provision of Upgrades and Upgrade Services

- 1 During the currency of this Agreement MSL Verteda will notify the Customer of any Upgrades available and supply the Customer, if so requested, with the Upgrades within one calendar month of the relevant Upgrade being made commercially available.
- 2 The Customer will receive the Upgrades in the form of one Media Pack.
- 3 Each Upgrade will become part of the Software, and its use and warranties therefore shall be governed by the terms of the License Agreement for such Software.
- 4 Implementation of any Upgrade by MSL Verteda is chargeable at the current Professional Services Fees or as agreed by the parties in a Sales Order. In the event that implementation of any upgrade performed by MSL Verteda is not successful MSL Verteda will restore the Customer's system to the state prior to such upgrade free of charge.

Changes to Support Policy

MSL Verteda reserves the right to make reasonable changes to its Support Services Policy at any time provided that such changes do not lessen or negatively impact in any way on the standard of services currently being provided to the Customer.

Mobile Device Operating Systems

Although beta versions of new versions of the major mobile operating systems are made available to developers in advance of the final release date, the number of changes made before release mean it is not always possible for us to test MSL Verteda software until on or around the release date. However, when developing our software we follow the best practice guidelines provided by Apple, Google and Microsoft which should minimize or eliminate any potential issues arising from an operating system upgrade. We will test MSL Verteda software on the final beta and final release of new operating system versions and notify our customers of any potential issues within 2 weeks of their release, including a planned release date for any required fixes.

MSL Verteda are unable to test minor product updates, such as security patches and bug fixes, in advance as these updates do not go through the beta test cycle. As these updates contain only bug fixes and security patches the assumption is that the MSL Verteda product will be unaffected. However, it is recommended that the customer test the update and advise staff not to install it until this has been completed. Any issues discovered as a result of the update should be reported immediately to the MSL Verteda Support Team for urgent investigation.