



The Service Provider shall provide Support and Maintenance Services in accordance with the terms of this policy, the terms of which may be amended by the Service Provider from time to time and shall be accepted by Customer. offers two levels of support: **Standard Support Services** and **Enhanced Support Services**. All terms and conditions of this document shall apply to all levels of Support Services required and in relation to the specific Statement of Work.

Support and Maintenance Services for the Application/s provided under a Statement of Work and Agreement between the Customer and the Service Provider. These services are acquired by the Customer and are governed by the General Terms and Conditions, any service-specific terms outlined in the Master Services Agreement, and the provisions of this Support Policy.

Support and Maintenance Services are provided as specified in the Statement of Work and are accessed through the Service Provider's ticket logging platform. This Support Policy outlines the expectations for support between the Customer and the Service Provider. The Service Provider reserves the right to amend this policy but will notify the Customer in advance if any changes may impact the Customer's rights as agreed upon on the Contract's Effective Date.

### 1. DEFINITIONS

- 1.1. **"Acknowledgement"** means the time the Service Provider takes to acknowledge receipt of the reported incident. This acknowledgment will be provided in the form of a ticket reference number.
- 1.2. **"Applications"** means any component developed and/or deployed by the Service Provider for use by the Customer.
- 1.3. **"Customisations"** means approved changes made to features of the Application by the Service Provider on behalf of the Customer.
- 1.4. **"Documentation"** in this policy refers to any user guides, technical guides, release notes.
- 1.5. **"Downtime"** means the total accumulated Minutes, across all Applications deployed by the Service Provider, during which the Application is unavailable.
- 1.6. **"End User"** means an individual or entity that ultimately uses or interacts with an Application.
- 1.7. **"Maintenance Releases"** means commercially released code corrections, patches, and updates of the Application as designated by a change in the number to the right of the second decimal in the version number. For example, 2.1.1 is a Maintenance Release of 2.1.0, that the Service Provider makes generally available to its maintenance Customers (subject to payment of Maintenance Charges).
- 1.8. **"Major Releases"** means commercially released major new releases, modifications or enhancements to the Application as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the number prior to the first decimal point. For example, 3.0 will be a major release after 2.0.
- 1.9. **"Monthly Uptime Percentage"** means the Monthly Uptime Percentage calculated using the following formula:  $\text{Monthly Uptime \%} = (\text{Maximum Available Minutes} - \text{Downtime}) / (\text{Maximum Available Minutes}) \times 100$ .
- 1.10. **"Minor Releases"** means are normally identified by the number immediately following the first decimal point. For example, 2.1 is a Minor Release of 2.0.
- 1.11. **"Normal Business Hours"** 08:00 – 17:00 (Monday to Friday) excluding Public Holidays in the time zone of the domicile of the Customer.
- 1.12. **"Public Holidays"** means Public Holidays in the domicile of the Customer.
- 1.13. **"Response Time"** means the time the Service Provider takes to revert to the Customer with a proposed action plan to resolve the incident, calculated from the time the support call is logged with the Service Provider. For Severity 3 and 4 if this point in time does not fall within the Normal Business Hours as specified above, the reaction time shall start at the same time as the start of the next Normal Business Hours period.
- 1.14. **"Production Release"** means any progression or Update or version of the Application.
- 1.15. **"Resolve Time"** means the actual time taken to resolve the incident.



- 1.16. **“Standard Support Services”** bears the meaning ascribed to it in clause 4.
- 1.17. **“Statement of Work”** means a document that outlines the support and maintenance services provided by the Service Provider to the Customer. It defines the scope, deliverables, timelines, and specific service levels, to ensure clear expectations and is signed by both Parties.
- 1.18. **“Update”** means a Production Release made by the Service Provider.

Where applicable, terms defined in the Master Services Agreement will have the same meaning when used in this policy, unless the context indicates otherwise.

## 2. SUPPORTED VERSIONS OF THE APPLICATION

The Service Provider shall notify the Customer in writing within 48 (forty-eight) hours of the issue of any Production Release, specifying the following:

- 2.1. the charge for delivery and installation of the Production Release if applicable;
- 2.2. the license fee payable for the Production Release if applicable; and
- 2.3. in what way the Production Release differs from the previous version in terms of functionality, performance and compatibility.

## 3. AVAILABILITY

- 3.1. For Customers who require Support Services, the Service Provider shall use commercially reasonable efforts to ensure an uptime of 99.5% per Application, excluding the periods:
  - 3.1.1. in which any of the Parties are performing scheduled maintenance;
  - 3.1.2. that result from a termination as described in the Master Services Agreement;
  - 3.1.3. that result from suspension due to overdue payments;
  - 3.1.4. caused by factors outside of the Service Provider's reasonable control, including any force majeure event;
  - 3.1.5. that result from any actions or inactions of the Customer or any third party on behalf of Customer;
  - 3.1.6. that result from Customer's equipment, Application or other technology and/or third party equipment, Application or other technology, contracted by the Customer;
  - 3.1.7. caused by the Customer's use of the Application in a manner inconsistent with the documentation or the Service Provider's guidance;
  - 3.1.8. caused by the Customer's use of the Application after the Service Provider advised the Customer to modify its use of the Application;
  - 3.1.9. attributable to acts by persons gaining unauthorized access to or use of the Application due to the Customer's failure to maintain and control security and access to the Application;
  - 3.1.10. attributable to the acts or omissions of the Customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Application services by means of Customer's credentials or equipment;
- 3.2. **Enhanced Support Services:** details available on request from the Service Provider. Enhanced Support Service may result in additional Support and Maintenance fees.
- 3.3. It is agreed that service levels will not apply during the initial customization, re-configuration and Implementation / onboarding phase, the Standard Support Service measurement will start on signature of Acceptance Certificate by the Customer and the Service Provider pursuant to a Statement of Work.

## 4. SCOPE OF SUPPORT AND MAINTENANCE SERVICES

**What Support and Maintenance Services Include:** If a Customer is current on its payment for its



Maintenance fee, the Service Provider shall provide the Customer with Support and Maintenance Services consisting of the following:

### 4.1. SUPPORT

- 4.1.1. Customer can obtain Support and Maintenance Services by reporting Incidents to the Service Provider as stated further in clause 4.1.2 below.
- 4.1.2. The following will be applicable/made available to the Customer in terms of **Standard Support Services**:
  - 4.1.2.1. By means of a ticketing system or telephonic support, to report identified errors in the Application
  - 4.1.2.2. Availability of support via below communication channels during hours as specified in Table A or as set out in the Statement of Work.
  - 4.1.2.3. Reporting and communication of all errors and problems with the Application to be sent to [support@sudosky.com](mailto:support@sudosky.com).
  - 4.1.2.4. The Service Provider shall issue a ticket reference number for each reported issue and respond and resolve the issue as per the Service Levels below (if applicable).
  - 4.1.2.5. Maintenance: Production releases as they become available.
  - 4.1.2.6. Implementation of all other changes made to the Application to correct errors, which are identified by the Customer or other end-users of the Application (where applicable) from time to time, or improvements, which are made to the Application by the Service Provider, and the documentation related to it.
  - 4.1.2.7. The Service Provider shall correct any and all errors and issues that may be identified from time to time, within a mutually agreed time and a time that is practically achievable by the Service Provider, free of charge, provided that the errors or issues are related to the Application and provided that the Application had been used correctly, and had been implemented on the correct infrastructure, and is within the warranty period defined in the Statement of Work.

## 5. SCHEDULED MAINTENANCE

- 5.1. From time to time, the Service Provider or its nominees reserves the right to perform maintenance interventions. These interventions update the Application to ensure the Customer benefits from new capabilities and defect fixes.
- 5.2. In the event of Scheduled Maintenance:
  - 5.2.1. The Service Provider will carry out Scheduled Maintenance during the maintenance window as defined in the Statement of Work.
  - 5.2.2. The Service Provider will use commercially reasonable efforts to notify Customers at least 2 (two) business days in advance prior to scheduled maintenance.
  - 5.2.3. The Service Provider will notify all technical contacts associated with the Customer via email.

## 6. SCOPE OF THE SERVICE PROVIDER STANDARD SUPPORT SERVICES

- 6.1. The Service Provider's Standard Support Services levels cover only production issues of the Application, not development and testing environments, including:
  - 6.1.1. Troubleshooting unexpected behaviours by the Service Provider within the Application;
  - 6.1.2. Troubleshooting performance issues that can be linked directly to a specific Application



- 6.1.3. Best-effort support in several underlying technology stacks which are dependencies of the Application, including networking, storage, and hardware management;
- 6.1.4. Performing system administration tasks.

### 7. ITEMS NOT COVERED BY STANDARD SUPPORT SERVICES

The following are excluded from the Service Provider's Support and Maintenance Services obligation:

#### 7.1. GENERAL:

- 7.1.1. Application that is used on or in conjunction with hardware or Application other than as specified in the applicable Documentation;
  - 7.1.2. Altered or modified Application without the written authorisation of the Service Provider;
  - 7.1.3. Defects in the Application due to accident, hardware malfunction, abuse or improper use;
  - 7.1.4. Any version of the Application for which Support and Maintenance Services have been discontinued by the Service Provider;
  - 7.1.5. circumstances that constitute an event of force majeure;
  - 7.1.6. an event, action, or inaction outside the Service Provider's control or influence;
  - 7.1.7. Customer's failure to perform its obligations as set out in the Master Services Agreement to the extent such failure affects Service Provider's ability to perform the Services to the specified Service Levels;
  - 7.1.8. Problems caused by Customer's negligence, abuse or misapplication or use of the Application other than as specified in the Documentation, in the Licensing Information or other causes beyond the control of the Service Provider; and
  - 7.1.9. Assistance with non-Service Provider related Applications, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems
  - 7.1.10. Defects or errors caused by the use of the Application on or with equipment (other than the Designated Equipment) or Application not approved in writing by Service Provider;
  - 7.1.11. Corrections of any errors or issues due to operator error on the part of the Customer or the Customer user concerned, or due to malfunctioning of the hardware (supplied by third parties) or failure of the environment in which the Application is used, or if the Application is not used in the manner prescribed in the relevant user or operating manuals in the Customer's possession;
  - 7.1.12. Incidents/Defects as a result of a failure by the Customer to keep up to date security copies of the Application and its data in accordance with best computing practice; or
  - 7.1.13. Training, customization, integration and any issues arising from non-standard usage of the Application;
  - 7.1.14. Any on-site services or remote access services (unless the Service Provider requests remote access to assist the Service Provider in understanding an issue).
  - 7.1.15. Assistance in developing User-specific customizations;
- 7.2. For site visits undertaken by the Service Provider under the exclusions detailed above, the Service Provider may charge the Customer and the Customer agrees to pay the Service Provider for its costs for the site visit that includes, but may not be limited to subsistence, accommodation, travel costs and travel time, time on site and any other direct costs. The Service Provider's standard rates shall apply and confirmed under the appropriate Statement of Work.



**8. CUSTOMER OBLIGATIONS**

- 8.1. Customer agrees to provide Service Provider with all information and materials reasonably requested by Service Provider for use in replicating, diagnosing, and correcting an error or other support issue with the Application reported by Customer.
- 8.2. Customer acknowledges that the Service Provider’s ability to provide satisfactory Standard Support Services is dependent on the Service Provider having the information necessary to replicate the reported problem with the Service. In submitting a service ticket to the Service Provider, Customer will send a complete and accurate report that includes: -
  - 8.2.1. Customer name and technical contact information;
  - 8.2.2. a reasonably detailed description of the request, together with any supporting information that Customer believes will assist Service Provider in its diagnostic process;
  - 8.2.3. any error message(s) or other message(s) generated by the system in association with the request;
  - 8.2.4. any applicable trace files and/or logs;
  - 8.2.5. a test case or instructions necessary to demonstrate the request; and
  - 8.2.6. the date and time that the Service Ticket is submitted to the Service Provider.

**9. Service Level Management**

- 9.1. The Service Provider shall use reasonable endeavors to correct defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:
  - 9.1.1. the Customer shall promptly notify the Service Provider of all defects. Where such notification is made verbally, the Customer shall provide written confirmation (using communication methods defined in “Standard Support Services”) of the notification within 1 (one) hour of the verbal notification;
  - 9.1.2. The Service Provider, on receipt of above notification, shall determine the Fault Class and respond and resolve as stated below: -

TABLE A (Subsequent to Enabling and Implementation)

Severity code	Description	Measurement during	Acknowledgement	Response	Resolve
Severity 1 (Urgent)	Typically associated with Customer risking major financial loss or risking failure to meet contractual obligations as a result of Application failure.	All Hours.	15min	1 hours	2 hours
Severity 2 (High)	Typically associated with service disruption to multiple users as a result of Application failure although not necessarily causing major financial or contractual risk to Customer	All Hours.	15 min	2 hours	8 hours
Severity 3 (Medium)	Minor business impact - individual End Users affected. The majority of end-user Incidents will be assigned this Severity.	Normal Business Hours.	1 hour	8 hours	24 hours
Severity 4 (Low)	Low impact Incidents – does not affect the business financially and/or operationally.	Normal Business hours.	2 hours	24 hours	48 hours



Severity code	Description	Measurement during	Acknowledgement	Response	Resolve
Service Requests ("RFS")	Service requests ("RFS") for new services or service changes,	As per agreed Statement of Work	48 Business hours	N/A	N/A

**Note:**

The above Service levels may be varied by a particular Statement of Work agreed to by both parties, which shall take precedent over the above Service Levels;

Severity 3 and Severity 4 Problems reported outside normal working hours will be treated as though they were received at the starting hour of the next period of Normal Business Hours.

In the absence of no severity classification the default severity will be 4;

**9.2. DEFAULT ESCALATION MATRIX**

In the absence of an escalation matrix defined in a Statement of Work relevant to the Application, the Customer shall be entitled to escalate any incident with the Service Provider (for purposes of 2nd Level Support), and the Service Provider undertakes to escalate all Incidents internally, according to the following escalation levels and escalation intervals:

Escalation Level	SERVICE PROVIDER Contact Person	Escalation Contact Detail
1st Escalation	Handre Kruger	<ul style="list-style-type: none"> <li>+27 83 976 4483</li> <li>[handre.kruger@sudosky.com]</li> </ul>
2nd Escalation	Adrian de Vries	<ul style="list-style-type: none"> <li>+27 83 622 6266</li> <li>[adrian.devries@sudosky.com]</li> </ul>

**Note:** All escalation intervals refer to the time period which has elapsed since the initial Response to the Incident.

Priority	1st Escalation INTERVAL	2nd Escalation INTERVAL
Critical (Severity 1)	15 mins	1 hour
High (Severity 2)	30 mins	2 hours
Moderate (Severity 3)	2 Business Hours	3 Business Hours

**10. LEVELS OF SUPPORT**

10.1. For purposes hereof:



- 10.1.1. "1st level support" means first line support directly to any Authorised Users or End Users ("Users") of the Services, that will deal with End User journey queries, in an operational environment offered by a helpdesk;
  - 10.1.2. "2nd level support" means technical support that could not be resolved by 1st level support and requires domain specific qualified user support;
  - 10.1.3. "3rd level support" means any support not covered by 1st level support and 2nd level support, specifically including programming support and transactional support of a technical nature; and
  - 10.1.4. "Hosting" means the third-party Internet-based virtualised hosting environment utilised by the Service Provider for making the Services available to the Customer and storage from time to time, or such other hosting environment as the Service Provider may deem appropriate in its reasonable discretion.
- 10.2. The Customer shall provide 1st level support services to End Users, if applicable. Should the Customer require assistance from the Service Provider to provide the 1st level support services to the Users or additional training to the Customer's employees and representatives, the Customer shall pay for such assistance as an additional Support Fee against the then current rate of The Service Provider.
- 10.3. The Service Provider shall render the 2nd level support and 3rd level support Services.

## 11. TERM AND TERMINATION

- 11.1. Standard Support Services will be provided for the duration of the Statement of Work where the Standard Support Services have been confirmed forms part of the Services. Any termination of the Master Services Agreement and/or relevant Statement of Work between Service Provider and the Customer will automatically terminate these Standard Support Services.

**[END OF POLICY]**