SUPPORT AND MAINTENANCE TERMS

1   GENERAL

1.1   Unless otherwise stated in an applicable Product Overview or Product Specific Terms, Support Services for each Product shall be provided in accordance with these Support and Maintenance Terms.

1.2   Unless otherwise agreed in writing by Keyloop, Support Services, or any services in relation to Products similar to Support Services, shall only be provided by Keyloop and Keyloop Co-Delivery Partners.

2   DEFINITIONS

2.1   All capitalised terms in this schedule shall have the meaning given to them in the Standard Terms and Conditions, unless otherwise defined below.

2.2   In these Support and Maintenance Terms the following words and expressions have the following meanings:

Case	a request made in accordance with the Case Logging Procedure by Customer to Keyloop for Support Services in relation to a Product for which Keyloop has agreed to provide Support Services;
Case Logging Procedure	the procedure outlined in clause 7;
Case Priority	the level of priority (P1 Case, P2 Case, P3 Case or P4 Case) assigned to a Case by Keyloop pursuant to these Support and Maintenance Terms;
Change in Applicable Law	any change in any Applicable Law which impacts on the performance of the Services and which comes into force after the Commencement Date;
Configured Product	a Product that on Customer's instructions, Keyloop has agreed to configure beyond the standard configuration of the Product;
Core Support Hours	the core support hours for the applicable Territory as set out in the Appendix;
Customised Product	a Product that, on Customer's instructions, Keyloop has agreed to customise beyond the standard Product to alter existing features or add additional features;

Keyloop Portal	the Keyloop portal available at the URL notified to Customer from time to time;
P1 Case	has the meaning given in the table at clause 9;
P2 Case	has the meaning given in the table at clause 9;
P3 Case	has the meaning given in the table at clause 9;
P4 Case	has the meaning given in the table at clause 9;
Product Lifecycle Policy	the Keyloop product lifecycle policy, available at https://www.keyloop.com/legal-documentation;
Quarterly Review Period	periods of 3 consecutive months commencing on the 1 January, 1 April, 1 July and 1 October in each calendar year or pro-rated if the relevant period does not occur on any of the above dates;
Response Times	the response times set out in the table at clause 9;
Self Service Support	subject matter covered in knowledge articles available on the Keyloop Portal;
Service Downtime	any time during which the entire Product outlined in the relevant Product Overview is inoperable for all Authorised Users; and
Service Level	for any Case means the percentage of Cases that Keyloop responds to in accordance with the relevant Response Time measured over the course of a calendar month.

3   SUPPORT SERVICES

3.1   Keyloop shall provide Self Service Support.

3.2   Subject to the applicable Product Overview, clause 3.3 and clause 5, Keyloop shall provide Support Services to Customer during Core Support Hours.

3.3   Support Services shall only be provided during Core Support Hours unless:

3.3.1   stated otherwise in a Product Overview;

3.3.2   stated otherwise in these Support and Maintenance Terms; or

3.3.3   agreed otherwise in a Quote.

3.4 Keyloop shall use reasonable endeavours to:

    3.4.1   comply with the Service Levels;

    3.4.2   resolve P1 Cases, P2 Cases, P3 Cases and P4 Cases during Core Support Hours; and

    3.4.3   in relation to a P1 Case, continue working on that P1 Case outside of Core Support Hours.

3.5 The provision of Support Services shall include the:

    3.5.1   provision of new Releases as outlined in clause 10; and

    3.5.2   performance of Back-Ups of Customer Data using an automated process. Back-Ups will be transported or replicated to another location.

3.6 Customer may obtain information regarding the Support Services from the Keyloop Portal, including statistical information concerning the number and age of open Cases.

4 PARTNER APPLICATIONS

Where a Case relates to a Partner Application, Customer shall in the first instance contact the relevant Partner to seek support and shall only log a Case in the event that the Partner confirms in writing that it is unable to resolve the Case.

5 EXCLUSIONS

5.1 Keyloop is not obliged to provide Support Services where:

    5.1.1   Customer has not complied with 1 or more of its obligations under clause 6.1;

    5.1.2   Customer is in breach of the Agreement or any other agreement with Keyloop or a Keyloop Affiliate;

    5.1.3   a Case results from:

        5.1.3.1 use of any Non-Keyloop Product;

        5.1.3.2 third party software or data accessed via a Product;

        5.1.3.3 the acts or omissions of any party other than Keyloop or a Keyloop Co-Delivery Partner;

        5.1.3.4 inappropriate or unauthorised use of a Product by Customer;

    5.1.4   Customer is not using the current Version or the immediately preceding Version of the relevant Product;

5.1.5   Customer is not using the current Release or the immediately preceding Release of the relevant Product;

5.1.6   the Case relates to data re-organisation or data cleansing;

5.1.7   the subject matter of the Case is covered by information available via Self Service Support;

5.1.8   the subject matter of the Case is a request to enhance a Product or otherwise make configuration changes; or

5.1.9   the Case relates to a Product that Keyloop does not support, in whole or in part, from time to time.

5.2   Subject to the payment of additional Charges at Standard Rates, Keyloop may at its discretion assist with Cases that are excluded pursuant to clause 5.1.

5.3   Where Customer is not using:

5.3.1   the current Version or the immediately preceding Version; or

5.3.2   the current Release or the immediately preceding Release,

of a Product, subject to clause 5.2 the scope of Support Services shall be limited to providing guidance and feedback in response to a Case logged by Customer in accordance with these Support and Maintenance Terms.

6   CUSTOMER OBLIGATIONS

6.1   To enable Keyloop to provide Support Services, Customer shall:

6.1.1   log Cases in accordance with the Case Logging Procedure;

6.1.2   provide prompt and reasonable assistance to Keyloop during the investigation of a Case;

6.1.3   ensure that Authorised Users have undergone the relevant training as specified by Keyloop from time to time;

6.1.4   promptly comply with all reasonable instructions issued by Keyloop in relation to the Case;

6.1.5   promptly report to Keyloop any errors or defects identified in a Product;

6.1.6   permit Keyloop to remotely access Customer's information technology systems relevant to the applicable Case;

6.1.7   permit Keyloop to install any necessary utility or diagnostic programs on Customer's information technology systems to assist Keyloop Personnel in

providing Support Services and to allow Keyloop to remove or disable access to such programs at any time; and

6.1.8   where Customer is responsible for wide area network connectivity, ensure that Keyloop has continuous and uninterrupted access to Customer system (including live and test systems) by means of a Keyloop approved always-on high-speed communications route.

6.2   If Customer fails to comply with the requirements of clause 6.1, Keyloop may be prevented or delayed from providing the Support Services. In such circumstances, Keyloop may suspend the Support Services or close the relevant Case.

7   CASE LOGGING PROCEDURE

7.1   Keyloop shall enable the logging of Cases by Customer via the Keyloop Portal.

7.2   Customer shall provide the following information when initially logging the Case:

7.2.1   contact name, telephone number and email address when requested;

7.2.2   details of any error messages or panic numbers;

7.2.3   a description of the fault, the timing of the fault and clear instructions on how to reproduce the sequence of events and/or fault as relevant;

7.2.4   any other information reasonably required by Keyloop in order for it to deal with the Case; and

7.2.5   any previously issued Customer log number for the Case, where applicable.

8   CASE RESOLUTION PROCESS

8.1   Keyloop shall review the Case and determine the Case Priority.

8.2   The Case Priority may vary from the time it is initially logged to reflect changes in circumstances. The classification and reclassification of the Case Priority shall be made at the discretion of Keyloop.

8.3   Keyloop shall confirm receipt of a Case and the identity of the Keyloop Personnel assigned to the Case.

8.4   Keyloop may request further information from Customer or request assistance from Customer.

8.5   Subject to clause 8.6 Keyloop shall provide Support Services in the English language.

8.6   Keyloop shall, in its initial communications with Customer in relation to a Case, endeavour to communicate using the official language of the Territory. Where Keyloop

does not carry out such initial communications using the official language of the Territory it shall communicate in the English language.

8.7 Keyloop shall be entitled to close a Case when the issue has been resolved or a workaround has been deployed and provision of the Product is resumed in accordance with the applicable Product Overview.

8.8 If Keyloop communicates to Customer a request for assistance or for information concerning a Case (a "**Request**") and does not receive a response on the same day the following process shall apply:

Business Day	Keyloop Action
First Business Day following the Request	Keyloop shall make a further attempt to contact Customer regarding the Request.
Second Business Day following the Request	If Keyloop has not received a response to the Request, Keyloop shall make a further attempt to contact Customer regarding the Request. If Customer does not respond to the Request by the end of the Core Support Hours that Business Day, Keyloop may close the Case.

9   SERVICE LEVELS

9.1 Response Times are measured from the time Customer logs the Case in accordance with Case Logging Procedure.

9.2 In the table below, "**Hours**" means the number of complete hours during the Core Support Hours.

Case Priority	Definition	Response Times (Hours)	Service Level %
P1 Case	The entire Product outlined in the relevant Product Overview is inoperable for all Authorised Users.	0.5	95%
P2 Case	An issue with a Product that prevents all Authorised Users from using a material feature of the Product which is set out in the applicable Product Overview, but a reasonably acceptable workaround is available.	2	90%
P3 Case	An issue with the Product which impacts upon multiple Authorised Users which	4	85%

Case Priority	Definition	Response Times (Hours)	Service Level %
	prevents or delays Authorised Users from completing 1 or more non-critical business processes that are not imperative to Customer's business operations.		
P4 Case	An issue with the Product which impacts upon a single Authorised User which prevents or delays such Authorised User from completing 1 or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.	Not applicable	Not applicable

9.3   Customer acknowledges that time attributable to the following events shall not be taken into account when calculating Response Times:

9.3.1   Customer fails to comply with any of its obligations under clause 6.1;

9.3.2   Support Services are suspended pursuant to clause 6.2 or otherwise pursuant to the Standard Terms and Conditions ; or

9.3.3   Force Majeure.

10   MAINTENANCE

10.1   Subject to clause 10.2 and clause 10.3, the provision of Support Services by Keyloop in relation to a Product may include:

10.1.1   making available new Releases from time to time (but not new Versions) including a new Release to address a Change in Applicable Law which has a direct impact on existing features of a Product; and

10.1.2   deploying such new Releases to Customer.

10.2   Keyloop is not obliged to make new Releases available to Customer and/or deploy it for Customer use as part of the provision of Support Services:

10.2.1   where Customer is in breach of the Agreement;

10.2.2   in relation to a Customised Product;

10.2.3   in relation to a Change in Applicable Law which does not directly impact existing features of a Product;

10.2.4   where Customer is not using the current Version or the immediately preceding Version of the relevant Product; or

10.2.5   where Customer is not using the current Release or the immediately preceding Release of the relevant Product.

10.3   The provision of new Releases by Keyloop shall include, where applicable, making available standard document templates. Keyloop may charge Customer for any changes to such standard document templates or the creation of customised document templates in accordance with Standard Rates.

10.4   If Keyloop elects to make a Release available to Customer and/or deploy it for Customer's use despite the existence of any of the conditions in clause 10.2, such availability or deployment shall be subject to payment by Customer of additional Charges which shall be calculated in accordance with Standard Rates.

10.5   Keyloop shall automatically deploy new Releases in accordance with its standard release management protocols, except where Keyloop has no access to Customer equipment and systems. Where Customer requires assistance with the deployment of Releases, Keyloop may provide Professional Services subject to payment by Customer of Charges calculated in accordance with Standard Rates.

10.6   Where Customer is not using the latest Release of a Product when a new Release becomes available, the availability and deployment of the new Release may require Keyloop to deploy the intervening Releases between the Release used by Customer and the new Release. In such circumstances, the availability and deployment of the new Release shall be subject to payment by Customer of additional Charges which shall be calculated in accordance with Standard Rates.

10.7   Support Services shall be provided in relation to Products in accordance with the Product Lifecycle Policy. The Product Lifecycle Policy outlines the steps Keyloop shall use reasonable endeavours to follow in the event that it ceases to provide Support Services (in its entirety or partially) in relation to a Product or a specific Version or Release of such Product. Keyloop may vary the Charges payable by Customer for Support Services relating to a legacy Product, Version and/or Release by informing Customer at least 30 days in advance.

11   AVAILABILITY

11.1   With effect from the Start Date, Keyloop shall use reasonable endeavours to ensure the Services are Available for at least 99.5% of the time, 24 hours a day, 7 days a week.

11.2   "**Availability**" means, in any Quarterly Review Period, the percentage of time in which Customer can use the Product less any Service Downtime, and "**Available**" shall be construed accordingly.

$$A = \frac{T - SD}{T} \times 100$$

Where:

A = Availability

T = Total time during in any Quarterly Review Period measured in minutes; and

SD = Service Downtime in minutes over the relevant Quarterly Review Period.

12 DOWNTIME

12.1 Subject to clause 12.2 Service Downtime shall commence at the time Services are not available and shall end at the time that Keyloop confirms that Availability has been resumed.

12.2 Keyloop shall not be responsible for, and Service Downtime shall not include, any issues affecting the Availability of the Service relating to or arising in connection with:

12.2.1 problems in utilities, telecommunications or internet services;

12.2.2 cloud platform vendors including Amazon Web Services;

12.2.3 Force Majeure;

12.2.4 Non-Keyloop Products or any other third party software, system or hardware where the maintenance of such is not the responsibility of Keyloop;

12.2.5 the acts or omissions of Customer, including failure to comply with Customer Requirements;

12.2.6 any changes made to Customer's equipment, operating system, environment or the Product, other than those made by Keyloop or a Keyloop Co-Delivery Partner;

12.2.7 the acts or omissions of any third party (excluding Keyloop Co-Delivery Partner);

12.2.8 interruptions due to failure or delayed fulfilment of Customer's obligation to cooperate;

12.2.9 emergency maintenance;

12.2.10 planned downtime; or

12.2.11 any downtime configured into the design of the relevant Product, including any end of day processing time.

12.3 Planned downtime may be used by Keyloop to perform maintenance relating to the Services. Keyloop shall use reasonable endeavours to:

12.3.1 schedule planned downtime no more than once a day for a period of no more than 1 hour following completion of Customer's daily Back-Up or end of day processing; or

12.3.2 otherwise:

12.3.2.1 provide Customer with advanced notice of any planned downtime;

12.3.2.2 take reasonable steps to procure that any planned downtime is scheduled at times that mitigate any material disruption to Customer's business; and

12.3.3 use reasonable endeavours to ensure that each planned downtime window does not exceed 12 hours.

12.4 Where the Product is not Available, Keyloop shall use reasonable endeavours to restore the Product as soon as practicable, in accordance with the principle set out at clause 12.5.

12.5 Recovery Point Objective ("**RPO**") generally refers to the amount of data that can be lost within a period most relevant to a business, from the point of a critical event to the most recent Back-Up. In relation to Support Services the RPO shall be the point of the most recent successful Back-Up.

13 AVAILABILITY REPORTING

13.1 Keyloop shall calculate Availability at the end of each Quarterly Review Period and, upon receipt of a request from Customer, shall use reasonable endeavours to make available an Availability report to Customer within 30 days following the end of the applicable Quarterly Review Period.

Appendix

Core Support Hours

Territory	Core Support Hours (local time zone)
Austria	08:00 to 17:00 on Business Days
Belgium	08:00 to 18:00 on Business Days
Canada	08:30 to 17:00 on Business Days
Denmark	08:00 to 16:00 on Business Days
Finland	08:00 to 16:00 on Business Days
France	08:00 to 18:00 on Business Days
Germany	08:00 to 17:00 on Business Days 08:00 to 16:00 on Fridays
Ireland	08:00 to 18:00 on Business Days
Italy	08:30 to 18:30 on Business Days Closed between 12:30 – 14:30 Daily
Japan	09:00 to 18:00 on Business Days
Kuwait	08:00 to 17:00 on Business Days
Mexico	09:00 to 18:30 on Business Days
Portugal	09:00 to 18:00 on Business Days
Saudi Arabia	08:00 to 17:00 on Business Days
Singapore	09:00 to 18:00 on Business Days
South Africa	07:30 to 18:00 on Business Days
Spain	08:00 to 20:00 on Business Days
Sweden	09:00 to 16:45 on Business Days
Switzerland	08:00 to 17:00 on Business Days

Thailand	08:00 to 19:00 on Business Days 08:00 to 17:30 on Saturdays
The Netherlands	08:00 to 18:00 on Business Days
UAE	08:00 to 17:00 on Business Days
UK	08:00 to 18:00 on Business Days