

## Insource Enhanced Support and Service Agreement

### 1. SCOPE OF SERVICES

- 1.1 The scope of services to be provided under this agreement will consist of
  - a) “**Support Services**” as defined in section 2
  - b) “**Pre-purchased days**” provided on a call-off basis as defined in section 3
- 1.2 The support and service period, being the duration of this agreement, will be as set out in an IPA between Insource and the Client (“**Support Period**”, “**Service Period**”, and/or “**Support and Service Period**”).
- 1.3 During the Support and Service Period, Insource shall perform the services described in this agreement;
  - a) the “**Support Services**” during the “**Support Hours**” (as defined below) in accordance with the service levels described in paragraph 2.8 (the “**Service Levels**”).
  - b) the “**pre-purchased days**” during the “**Support Hours**” (as defined below) in accordance with the conditions laid out in section 3. (“**Pre-Purchased Days**”)
- 1.4 In this agreement, “**Support Hours**” shall mean Monday to Friday, between the hours of 9.00am and 5.30pm British Summer Time or Greenwich Mean Time (as applicable) excluding public holidays in England.

### 2. SUPPORT SERVICES

- 2.1 As part of the Support Services, Insource shall:
  - a) provide help desk support by means of the following e-mail address [service@insource.co.uk](mailto:service@insource.co.uk) ;
  - b) use commercially reasonable efforts to correct all faults notified under paragraph 2.7 c) (i); and
  - c) provide technical support in accordance with the Service Levels.
- 2.2 Insource may (acting reasonably) determine that any services are Out-of-scope Services.
- 2.3 If Insource makes any such determination, it shall promptly notify the Client of that determination.
- 2.4 For the purposes of this Support SLA, “Out-of-scope Services” shall mean any services provided by Insource in connection with any apparent problem reasonably determined by Insource not to have been caused by a fault, but rather by a Client cause (including, without limitation, any improper use, misuse or unauthorised alteration of the Insource Software or Products by the Client) or a cause outside Insources control (including any investigational work resulting in such a determination).
- 2.5 The Client acknowledges that Insource is not obliged to provide Out-of-scope Services.

#### 2.6 SUPPORT FEES

- a) The support fees in connection with the provision of Support Services within the Support Period shall be at the applicable rates on Insources latest rate card, which is available on request.
- b) The provision of Out-of-scope Services shall be charged for at the applicable time and materials rates set out in the Time & Materials Service Level Agreement (SLA) and Supplementary Terms & Conditions or may be called-down from the “pre-purchased” time in accordance with section 3.

#### 2.7 SUBMITTING SUPPORT REQUESTS AND ACCESS

- a) The Client may request Support Services by way of a support request containing the information described under this paragraph 2.7.
- b) Each support request shall include a description of the problem and the date and time of submission of the support request.
- c) The Client shall provide Insource with:
  - (i) prompt notice of any faults; and
  - (ii) such output and other data, documents, information, assistance and (subject to compliance with all Client’s security and encryption requirements notified to Insource in writing) remote access to theClient’s system, as are reasonably necessary to assist Insource to reproduce operating conditions similar to those present when the Client detected the relevant fault and to respond to the relevant support request.
- d) All Support Services shall be provided from Insources office unless agreed otherwise.
- e) The Client acknowledges that, to properly assess and resolve support requests, it may be necessary to permit Insource direct access at the Client’s premises and to its system, files, equipment and personnel and:



- (i) the Client shall confirm that it has set up appropriate remote access capability to enable Insource to directly access the Client environment on request to provide the Support Services; and
  - (ii) the Client acknowledges and accepts that any delay in making remote access available to Insource for the purposes of providing Support Services will be excluded from any response times for delivery of the Support Services.
- f) The Client shall provide such access promptly, provided that Insource complies with all the Client's security requirements and other policies and procedures relating to contractors entering and working on the Client's premises notified to Insource.

**2.8 SERVICE LEVELS**

- a) Insource shall:
- (i) prioritise all support requests based on its reasonable assessment of the severity level of the problem reported according to the following table:

		Impact		
		High	Medium	Low
Urgency	High	1. Critical	2. Urgent	3. Routine
	Medium	2. Urgent	3. Routine	3. Routine
	Low	3. Routine	3. Routine	3. Routine

- (ii) respond to all support requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Support Response Time	Target Resolution Time (business day)
1	<p><b>Business Critical Failure:</b> An error in, or failure of, the Insource Software or Products that:</p> <ul style="list-style-type: none"> <li>(a) materially impacts the operations of the Client's business or marketability of its service or product.</li> <li>(b) prevents necessary work from being done; or</li> <li>(c) disables major functions of the Insource Software or Products from being performed.</li> </ul>	1 hour	1 day
2	<p><b>System Defect with Workaround:</b></p> <ul style="list-style-type: none"> <li>(a) a critical error in the Insource Software or Products for which a work-around exists; or</li> <li>(b) a non-critical error in the Insource Software or Products that affects the operations of the Client's business or marketability of its service or product.</li> </ul>	4 hours	2 days
3	<p><b>Minor Error:</b></p> <p>An isolated or minor error in the Insource Software or Products that:</p> <ul style="list-style-type: none"> <li>(a) does not significantly affect the functionality of the Platform.</li> <li>(b) may disable only certain non-essential functions; or</li> <li>(c) does not materially impact the Client's business performance.</li> </ul>	1 day	5 days



- b) The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- c) Insource shall give the Client regular updates of the nature and status of its efforts to correct any fault.

### 3. PRE-PURCHASED DAYS

#### 3.1 SERVICES

- a) Insource shall provide time and materials services at the clients request in accordance with paragraph 3.3 to be used for any purpose defined by the client and agreed with duly authorised Insource representatives.

#### 3.2 FEES

- a) The Service is pre-purchased by the Client. The Client uses the Services on a call-off basis only. The number of days consumed will be deducted from the pre-purchased balance in accordance with paragraph 3.3.

#### 3.3 REQUESTS AND ACCESS

- a) **Call-Off Basis.** If the Client calls-off the Service 30 days or more from the date the Service is to be delivered, 1 day will be deducted from the call-off balance for each day delivered. If the Client calls-off the Service less than 30 days from the date the Service is to be delivered, 2 days will be deducted from the call-off balance for each day delivered.
- b) **Expiry.** All pre-purchased days must be used within the service period. Any unused days remaining after the service period will expire.

### 4. GENERAL

- 4.1 **Ownership.** All intellectual property rights arising out of or in connection with the Services, including without limitation all deliverables, works in progress, and other materials created or developed by Insource or its personnel whilst providing the Services, shall be owned exclusively by Insource. The Client acknowledges and agrees that it has no right, title, or interest in or to such intellectual property rights.
- 4.2 **Confidentiality.** Insource and Client acknowledge that whilst performing this Agreement, each may have access to certain confidential information of the other party. Each party agrees that it shall not disclose to any third party any confidential information obtained from the other party and shall use the same degree of care to protect the other party's confidential information as it uses to protect its own confidential information of like nature.
- 4.3 **Warranty Disclaimer.** Insource makes no representations or warranties, express or implied, with respect to the Services, and expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 4.4 **Limitation of Liability.** In no event shall Insource be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement or the Services provided hereunder, even if advised of the possibility of such damages.
- 4.5 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 4.6 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties relating to such subject matter.