



Terms and Conditions for Servicetrac

Abstract

This document forms a legal agreement between M-Set Technologies Limited and its Customers making use of the Servicetrac application and support Service

M-Set Technologies Limited,

The Director's House,

Eanam Wharf,

Blackburn,

Lancashire.

BB1 5BL

UK

Tel/Fax: +44 (0)1254 664747



SERVICE LEVEL AGREEMENT

Service Availability

M-SET TECHNOLOGIES LIMITED or its partners conducts maintenance and upgrades during scheduled times. The scheduled time for maintenance and upgrades is Friday and Saturday nights from 10 p.m. to 3 a.m. GMT. Outside of this time M-SET TECHNOLOGIES LIMITED OR ITS PARTNERS will use commercially reasonable efforts to provide uninterrupted Service. M-SET TECHNOLOGIES LIMITED OR ITS PARTNERS reserves the right on approximately a quarterly basis to issue new releases in which M-SET TECHNOLOGIES LIMITED OR ITS PARTNERS adds functionality to the Service. Customer acknowledges that these periodic major releases can take several hours to complete. In the event that M-SET TECHNOLOGIES LIMITED OR ITS PARTNERS in its sole discretion determines that any unscheduled maintenance is necessary, M-SET TECHNOLOGIES LIMITED OR ITS PARTNERS will use commercially reasonable efforts to notify Customer. For the avoidance of doubt, the calculation of Service availability will be based upon monthly uptime excluding any period when Customer was notified of maintenance or upgrade activity.

Appendix B – SUPPORT SERVICE

1.0. Provision of Support Services

M-SET TECHNOLOGIES LIMITED OR ITS PARTNERS may provide a telephone based Help-Desk for technical support of users of the Service, available 365 days a year and 24 hours a day on a paid for per year basis. M-SET TECHNOLOGIES LIMITED shall also provide an error correction and Service updating service. The aim of these services is to provide ongoing advice and support in the operation of the Service and resolutions to technical problems experienced with the Service by The Customer. M-SET TECHNOLOGIES LIMITED shall ensure that its employees providing support services (either by telephone, internet support or on Customer premises) are adequately trained and experienced. Upon receipt of a support request from The Customer, M-SET TECHNOLOGIES LIMITED shall carry out diagnosis remotely by telephone or remote access link making all findings of such diagnosis available to The Customer. Where remote diagnosis fails to resolve the fault, we shall take all reasonable efforts to provide on-site assistance to resume normal working, subject to costs outlined in clause 2.0 of this Appendix. Where calls relate to the interface to other software packages or environments, or similar issues where the fault cannot be diagnosed as being clearly caused by the supported Service, M-SET TECHNOLOGIES LIMITED will use its best endeavours to assist the Customer in finding a resolution to the problem, subject to the acceptance by the Customer of the additional charges to be levied, as outlined in clause 3.0 of this Appendix.

2.0. Support Levels and Times

M-SET TECHNOLOGIES LIMITED operates two levels of support service:

. Standard: Monday to Friday, 9am to 5pm (excluding UK public and bank holidays). Includes helpdesk email support and updates to Service. On site cover during office hours charged on a per visit basis at standard daily rates plus expenses.



. Premium: Standard cover plus 10 free out-of-hours support incidents managed by telephone and remote diagnostics - on a paid for basis.

Unless otherwise stated in the M-SET TECHNOLOGIES LIMITED quote accepted by the Customer, the support service will be the Standard version and additional charges will apply to incidents outside of office hours.

3.0 Additional Charges

M-SET TECHNOLOGIES LIMITED will levy additional charges in the following cases as outlined (where Office Hours are defined as Monday to Friday 09:00 to 17:00, excluding UK public and bank holidays. Out of Hours is defined as all other times):

. Telephone/Remote Diagnostic management of Out-of-Hours incidents relating to the M-SET TECHNOLOGIES LIMITED Service at an initial charge of £100 plus £50 per hour or part hour spent responding to the incident

. Telephone/Remote Diagnostic management of Office Hours incidents relating to non-M-SET TECHNOLOGIES LIMITED products or services at an initial charge of £50 plus £50 per hour or part hour spent responding to the incident

. Telephone/Remote Diagnostic management of Out-of Hours incidents relating to non-M-SET TECHNOLOGIES LIMITED products or services at an initial charge of £100 plus £100 per hour or part hour spent responding to the incident

. On-site Office Hours support will be charged at the Standard Daily Rate, plus expenses. Out of Hours On-Site support will be negotiated on a case by case basis.

. Incidents relating to the training needs of inexperienced operators will be charged at an initial charge of £50 plus £50 per hour or part hour responding to the request during Office Hours and £100 Plus £100/Hour at other times.

4.0 Customer Case Logging

Customer must report all Service faults (rated 1 – 5 in severity) and will receive on request an immediate case number from M-SET TECHNOLOGIES LIMITED. The following definitions of priorities shall apply:

1. Critical Failure. Where a fault materially affects performance and/or functionality and/or ability of the Service to perform its task and which in part or completely prevents the Customer from trading.
2. Serious Failure. Where a fault materially affects performance and/or functionality and/or ability of the Service to perform its task and which seriously impacts on the Customer's trading and business.
3. Intermediate failure. Where a fault materially affects performance and/or functionality and/or ability of the Service to perform its task but does not prevent the Customer from using the Service for the purposes specified.



4. Low Impact Failure. Where a fault has little material affect on the performance and/or functionality and/or ability of the Service to perform its task.

5. Minor bug or Enhancement Request. Where a fault has no material affect on the performance and/or functionality and/or ability of the Service to perform its task.

The Customer must also maintain procedures for logging the time and information concerning any particular failure of the Service for the purposes of assisting M-SET TECHNOLOGIES LIMITED in responding to a support call.

5.0 M-SET TECHNOLOGIES LIMITED Access

The Customer must provide M-SET TECHNOLOGIES LIMITED with remote access to hardware and software together with access to those of the Customer's information and facilities which may be necessary to assist in effecting the provision of the Support and Service.

6.0 User Training

The Customer must ensure that all users of the Service are trained to an acceptable standard of competence, and if a high level of support calls are received from inexperienced operators M-SET TECHNOLOGIES LIMITED may make additional charges as outlined in clause 2.2 of this appendix.

7.0 M-SET TECHNOLOGIES LIMITED Response and Obligations for Support

M-SET TECHNOLOGIES LIMITED will use reasonable commercial endeavours to respond to calls for the Support promptly: we intend to respond to all faults by remote means within one hour of logging for all faults logged as 1 or 2, within 24 hours for all faults logged as 3 or 4, and within 72 hours for faults logged as 5. M-SET TECHNOLOGIES LIMITED will provide prompt updates during the course of such calls once an initial response has taken place. Where required, a site visit will be arranged within 24 hours of a fault rated as 1, 2 or 3, and within 72 hours for all other faults. No guarantee or warranty is given of any times for response or that M-SET TECHNOLOGIES LIMITED will be able to rectify the problem within a particular time scale. M-SET TECHNOLOGIES LIMITED's obligation to provide the Services and Support is conditional upon the proper use of Hardware and the Software and M-SET TECHNOLOGIES LIMITED shall be under no obligation to provide the Support where failure is due to any of the following:

- . Improper use, neglect or accident in respect of the Service
- . Modifications, alterations or repairs or error correction are carried out to the Service other than by M-SET TECHNOLOGIES LIMITED or with M-SET TECHNOLOGIES LIMITED's prior written approval
- . Any failure due to electricity supply, inadequate cooling, fire or flood or natural disasters
- . Combination of the Service with any equipment or software programs not supplied or previously approved by M-SET TECHNOLOGIES LIMITED



Appendix C – SERVICE SECURITY

Security Overview

M-SET TECHNOLOGIES LIMITED's security strategy is to protect Customer data at multiple levels. To ensure the privacy, security, and availability of Customer data and transactions, M-SET TECHNOLOGIES LIMITED employs the following technologies in delivering its service. • Secure Data Centre • User Authentication • Internet Firewalls • Network Translation and Proxy Services • Redundant, Highly Available Routers and Switches • Redundant, Highly Available, and Secure Web and Application Servers • Redundant, Highly Available Power • Redundant, Highly Available Data Access • Regularly Scheduled Backups, Offsite Storage • Highly Available Application • Secure Operating Systems • Data Security

Data Center Security

M-SET TECHNOLOGIES LIMITED's production systems are located in co-location facilities in the European Union. Production web, application, and database servers along with network equipment are housed in a suite at the co-location facilities which provides 24x7 security. To access the suite there are several levels of security that must be passed. Access to the facilities is tightly controlled to registered users.

System Security

M-SET TECHNOLOGIES LIMITED uses tightly controlled passwords on its servers and network equipment. M-SET TECHNOLOGIES LIMITED limits access to production systems to authorized personnel only. Passwords are changed on a regular basis. Security updates to the operating systems are tracked and updated as necessary.

System Reliability

M-SET TECHNOLOGIES LIMITED and its Partners look at its application as well as the infrastructure as a tightly integrated system. All aspects of the system are designed to be reliable to ensure continued availability in the event that a component fails. All web and application servers are configured in a redundant manner and are monitored 24x7.

Data and Backups

Customer data is stored on a server that is configured with RAID 5 or RAID 1 (mirror) redundancy. In the event of a disk failure, the customer will not experience an interruption of service. All customer data is automatically backed up daily and stored offsite.