

GENEO SOFTWARE LIMITED

SERVICE LEVEL AGREEMENT: GENEO CUSTOMER HOSTED

1. MAINTENANCE SERVICES

- 1.1 The Supplier shall maintain the GENE Software for so long as the Maintenance Fee is paid (or until the Licence is terminated, if earlier) with the intention of maintaining its performance materially in line with the GENE Software Specifications set out in the Key Information Sheet. The Supplier makes no warranty that the Customer's use of the GENE Software will be continuous or error free.
- 1.2 The Supplier's obligation to maintain the GENE Software shall be limited to maintaining the latest technical release of the GENE Software modules detailed in the Software Specification. If the version of the GENE Software the subject of the Customer's Annual Licence is not the current technical release of the GENE Software, the Supplier shall offer to the Customer the current technical release of the GENE Software modules detailed in the Software Specification free of charge. Any additional functionality within the GENE Software detailed in the Key Information Sheet shall be maintained by the Supplier at the request of the Customer and on the terms set out in the Key Information Sheet.
- 1.3 The Supplier may, at its sole discretion, upgrade the GENE Software (including adding functionality), write error corrections and/or supply patches for the GENE Software. The Supplier shall notify the Nominated Contact promptly when such upgrades are available and liaise with the Customer to facilitate its installation on the Customer's computer system but GENE shall have no responsibility for the timing of installing and/or implementing any such upgrades or patches.
- 1.4 Notwithstanding the generality of clause 1.3, the Supplier shall, on request by the Customer and upon being provided sufficient permissions to remotely access the Customer's computer system as an administrator, provide such assistance as the Customer reasonably requires to install and/or implement any upgrade or patch applied to the GENE Software.
- 1.5 If the Customer requests that the Supplier assist the Customer to install and/or implement any upgrade or patch applied to the GENE Software but is not able or willing to provide the Supplier with remote access to the Customer's computer system as an administrator, the Supplier shall attend the Customer's premises to provide the assistance required. Any such site visits by a representative of the Supplier shall be charged to the Customer at the published day-rate of the Supplier from time to time, with all attendant travel and associated expenses borne by the Customer.

- 1.6 If and to the extent that the Customer notifies the Supplier that the GENE Software is required to connect to or integrate with the Customer's other software and databases, the Customer shall provide to the Supplier, or shall procure that the relevant software providers provide to the Supplier, such data integration tools and other support as is required by the Supplier to facilitate this. If the Supplier agrees to undertake such additional development, the Customer shall be charged for the time incurred at the Supplier's then current rates.

2. CUSTOMER REPORTING OF FAULTS

- 2.1 Should the Customer determine that the GENE Software includes a fault, the Customer may at any time file error reports via the customer service icon within the Software.

If the Customer opts to disable the customer service icon within the Software, or if the customer service icon is inoperative, the Customer can notify the Supplier of a fault by email to support@geneo.co.uk. Any fault reported via email will be dealt with promptly by the Supplier but the target Supplier initial response time set out in clause 3.2 shall not apply.

Where a fault is a Serious Fault the Customer shall also notify the Supplier of the fault by phone on the Supplier's Customer Service Helpline +44 (0)1926 423 132.

- 2.2 Subject the Customer's compliance with its obligations under this Service Level Agreement, the Supplier shall use its reasonable endeavours to acknowledge and take steps to resolve any reported faults within the following target time scales:

Fault Level	Description	Customer Reporting	Supplier initial response time	Supplier target resolution time
Serious Fault	Major components of the GENE Software are not operational and use by the Customer cannot reasonably continue	By phone: and via the customer service icon	Within four Normal Business Hours of Customer Reporting	Within 24 hours after the Supplier's initial response
Minor Faults	Certain non-essential features of the GENE Software are impaired but the major components of the	Via customer service icon	Within 16 Normal Business Hours of Customer Reporting	N/A The Supplier may, at its discretion, address the fault in the

	<p>GENEO Software remain functional</p> <p>OR</p> <p>Errors that do not impact on functionality or are cosmetic and have little or no impact on the normal operation of the GENEO Software</p>			<p>next version of the GENEO Software or by applying an update to the GENEO Software</p>
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- 2.3 A reported fault shall, for the purposes of this Service Level Agreement, be deemed to be resolved as soon as the Supplier notifies the Nominated Contact that an error correction, patch or other resolution tool has been made available.
- 2.4 The Customer’s sole remedy for a failure by the Supplier to resolve any reported fault within the target response times detailed above shall be the use by the Supplier of reasonable endeavours to remedy the relevant fault as soon as practicable.
- 2.5 The Customer acknowledges that the Supplier may require access to the Customer’s computer system to investigate and resolve reported faults. The Customer shall provide the Supplier with sufficient permissions to remotely access the Customer’s computer system as an administrator for the sole purpose of resolving a reported fault.
- 2.6 The Customer will respond promptly to all reasonable requests by the Supplier for information or data required to allow the Supplier to assess and resolve any reported fault.
- 2.7 If the Customer is unable or unwilling to provide the remote access required by a Supplier pursuant to clause 2.5 or otherwise fails to provide information requested pursuant to clause 2.6 then the Supplier may on request attend the Customer’s premises to investigate and resolve the reported fault. Any such site visits by a representative of the Supplier shall be provided free of charge but all attendant travel and associated expenses shall be borne by the Customer.
- 2.8 If, following investigation, the Supplier (acting reasonably) concludes that the reported fault has been caused by a failure by the Customer or any Authorised User to comply with its obligations pursuant to the GENEO Software Licence Terms and Conditions of Use (including without limitation, any attempt by the Customer to modify the GENEO Software), the Customer shall reimburse the Supplier at its then prevailing published day rate for the time incurred by the Supplier investigating the reported fault. Any such reimbursement shall be without prejudice to any other rights and remedies the Supplier may have in respect of such breach.

3. For security reasons, emails to support@geneo.co.uk must be sent from the Customer's own email server and not from Authorised User's personal email servers.

4. **SECURITY, BACK-UP, ARCHIVING AND RECOVERY**

- 4.1 The Customer shall have sole responsibility for the maintenance of the Customer Data, including data security, back-ups, archiving and recovery.

- 4.2 Any Customer Data transferred via the customer service icon within the Software or sent via email to the Supplier shall be provided by the Customer at its own risk and shall be subject to any security policy terms applied by the third party provider of such Customer Service function or email exchange. The Supplier currently uses a Fresh Desk application. For a copy of the Fresh Desk Security Policy see <https://freshdesk.com/security>.

5. CUSTOMER TRAINING AND SUPPORT

- 5.1 The Customer may at any time purchase a Customer Training and Support Package from the Supplier for an additional fee. For details of packages available and the applicable charges, please contact your Supplier Nominated Contact (as shown on the Key Information Sheet).

- 5.2 If the Supplier (acting reasonably) determines that a customer service report or request raised by the Customer pursuant to paragraph 3 of this Service Level Agreement does not arise from a fault in the Software or the Hosting Services but from the Customer's incorrect or incomplete use of the Software, the Supplier shall treat such report or request as a training and support request.

- 5.3 If the Customer has purchased a Customer Training and Support Package from the Supplier, each training and support request shall be handled by the Supplier in line with the terms of such package. If the Customer has not purchased a Customer Training and Support Package from the Supplier, any training and support requests shall be redirected to the Customer's Nominated Contact (as specified in the Key Information Sheet).