

HARDWARE MAINTENANCE

SERVICE TERMS: SOFTWARE SUPPORT

These service terms (the **Service Terms**) apply to the provision of software support services (**Software Support**) by Service Express, LLC, or any Affiliate of it identified in the Order (**Supplier**) to the customer identified in the Order (**Customer**) (Supplier and Customer together being the **Parties** and each a **Party**). They are supplemental to the terms and conditions of the applicable contract formed between the Parties (**Contract**) and apply only to the Software Support Services supplied pursuant to the Contract.

1 Definitions and Interpretation

1.1 Unless otherwise defined in these Service Terms, words and expressions used in these Service Terms have the same meaning as set out and defined in the Contract. The rules of interpretation, including the order of precedence, set out in the Contract apply to these Service Terms.

2 Services

2.1 Unless expressly agreed in writing by Supplier within the Contract, Software Support shall only be provided to the Customer remotely, via email or telephone support, in connection with the software specified within the contract (**Supported Software**). The Supported Software may be limited to certain functionality or features of the relevant software application, any support for other functions or features will not be covered by the software Support. Additional Charges will apply if Supplier provides support at any time (including on a one-off basis) for any software other than the Supported Software. Supplier shall be entitled to reject (without liability) any support request relating to software that is not Supported Software.

2.2 Customer shall submit a request for Software Support using only such contact methods provided or made available by Supplier for the purpose from time to time. Supplier shall provide the Customer with reasonable prior written notice of any change in such contact methods. Supplier shall have no liability in respect of, and reserves the right to reject, any support request received by any method other than a Supplier designated contact method for the Software Support Services.

2.3 Unless expressly specified within the Contract, Software Support shall be limited to the Supplier using its reasonable endeavours to provide:

2.3.1 general technical expertise, advice and guidance on the ordinary use of the Supported Software;

2.3.2 guidance in locating solutions to known problems in the Supported Software and information to resolve specific reported faults, issues or problems in the Supported Software;

2.3.3 answers to frequently asked questions and general troubleshooting related to the Supported Software;

2.3.4 a proposed potential solution(s) or work around(s) that may resolve the reported problem(s); and/or

2.3.5 subject to paragraph 3 below, guidance on publicly available updates, upgrades or patches available from the original equipment manufacturer (**OEM**) of the Supported Software.

2.4 The Supplier shall provide sufficient engineering resources and knowledge to remotely support and deliver the Software Support Service during the Contract Term.

2.5 Unless otherwise expressly stated in the Contract, Software Support shall be available on a 24x7 basis during the Contract Term. Supplier shall use reasonable

endeavours to provide the Services subject to a four (4) hour Response Time Service Level. No Service Credits shall be due or payable in respect of any Service Failure relating to the Software Support Services.

2.6 Customer hereby authorizes Supplier to accept any request for Software Support Services received through the designated contact methods on behalf of the Customer and act in accordance with any instruction, authorization or request given by any user or individual making the request (including any authorization to proceed with work subject to additional Charges) as if such instruction, authorization or request had been given in writing to the Supplier by the Customer.

3 Exclusions and Customer Dependencies

3.1 Unless licences are expressly supplied by Supplier pursuant to a Contract, Customer is solely responsible (at Customer's sole cost) for supplying and maintaining all relevant licences, subscriptions, credentials or other rights (collectively, **Licences**) required to access and use the Supported Software. Customer shall maintain all Supported Software Licences for the duration of the Contract Term.

3.2 The Software Support Services are limited to the version of the Supported Software Licensed by the Customer during the Contract Term. Any upgrade to the Supported Software is outside the scope of the Services.

3.3 Software Support is limited to remote support and guidance to return the Supported Software to a functional state only. It does not include the application of any patch, update or upgrade, nor any enhancement or improvement, to the Supported Software. Customer shall be solely responsible for downloading (or otherwise obtaining) and applying to the Supported Software any updates, patches or other fixes made available to Customer by the OEM in accordance with its License terms. Additional Charges will apply if Supplier agrees to perform any such patching, updates, upgrades or fixes on the Customer's behalf.

3.4 All guidance, advice or support provided as part of the Software Support Services are suggestions based on the Supplier's experience and understanding of the OEM's support policies for the Supported Software. Supplier provides no warranties or guarantees of any kind (whether express, implied or statutory) (and disclaims all such warranties or guarantees of any kind to the fullest extent permitted by law) in respect of the Software Support Service, including whether any Software Support provided will resolve any reported issue, fault or problem with the Supported Software. Any implementation by Customer of a suggested action supplied under the Support Services is at Customer's sole risk.