



# Software Licence Agreement Terms and Conditions

THIS LICENCE AGREEMENT (the "Agreement") is made and entered into upon the [date e.g. 16<sup>th</sup>] day of [month and year] (the "Effective Date");

BETWEEN:

1. [Name of the Licensor], a company incorporated in [country] with registration number [number] and registered office [registered office address] (the "Licensor"); and

2. [Name of the Licensee], a company incorporated in [country] with registration number [number] and registered office [registered office address] (the "Licensee").

[Note that to add an individual rather than a company, their full name and address should be entered]

The above named shall collectively be known as "Parties", and each a "Party".

WHEREAS:

The Licensor wishes to enter into an arrangement to license the use of the Product (defined in Schedule 1) to the Licensee for the Purpose (defined in Schedule 1).

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement (including the Recitals and the Schedules), except to the extent that the context otherwise requires, the following terms shall have the meanings set forth below:

**"Confidential Information"** means the trade secrets, confidential or sensitive information or knowledge and know-how including the confidential financial, trade, customer, product, transaction, system and processing information and data of the relevant Party;

**"Event of Force Majeure"** means Acts of God, explosions, war or threat of war, terrorism or threat of terrorism, actions of the armed forces or government agencies pursuant to war, terrorism or threats thereof, fire, flood, adverse weather conditions, labour disputes, strikes, lockouts or other industrial actions irrespective of where such events occur, shortage of materials or services, detention or holding of goods by any customs authorities or any national or international airworthiness authority, riots or civil commotion, sabotage, earthquakes and natural disasters, acts, omissions, restrictions, regulations, prohibitions or measures of any governmental, parliamentary or local authority;

**"Fees"** means the amounts payable by the Licensee to the Licensor as set out in Schedule 4;

**"Intellectual Property Rights"** means patents, trademarks, service marks, rights in logos, rights in get-up, trade names, internet domain names, rights in designs, software, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, processes, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registrations and applications for registration;

**"Purpose"** means the means the use of the licensed product for the purpose of enabling the management and processing of licence applications.

**"Product"** shall have the meaning as set out in Schedule 1 and shall include any constituent parts thereof, to be provided to the Licensee under the terms and conditions of this Agreement.

**"Maintenance Services"** means the supply to the Licensee and application to the Software of Updates and Upgrades;

**"Release"** means in respect of an Update or Upgrade, the release of that Update or Upgrade (as the case may be) to the Licensee of the Licensor generally (and "Released" shall be construed accordingly);

**"Schedule"** means any schedule attached to the main body of this Agreement;

**"Services"** means any services that the Provider provides to the Licensee, or has an obligation to provide to the Licensee, under this Agreement;

**"Software"** means the software identified in Part 1 of Schedule 1 (Software Particulars);

"Term" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;

"Update" means [a hotfix, patch or minor version update to the Software]; and

"Upgrade" means [a major version upgrade of the Software].

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to Recitals and Schedules are to be construed as references to the recitals and schedules to this Agreement and references to this Agreement include its Schedules;
- (b) words importing the singular include the plural and vice versa, words importing a gender include every gender;
- (c) references to a person shall be construed as including references to an individual, firm, issuer, company, unincorporated body of persons or any state or any agency thereof;
- (d) any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted; and
- (e) headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

2. Term

2.1 This Agreement and the license granted hereunder shall take effect upon the Effective Date and shall continue in full force and effect for a period of [number] months or unless otherwise terminated in accordance with clause 8

3. Maintenance Services

3.1 The Licensors shall provide the Maintenance Services to the Licensee [during the Term].

3.2 The Licensors shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the software industry.

3.3 The Licensors shall provide the Maintenance Services in accordance with Schedule 3 (Maintenance SLA).

3.4 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Licensee to the Licensors under this Agreement is overdue, and the Licensors has given to the Licensee at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

3. Grant of Rights

3.1 Subject to the Licensee's full compliance with the terms and conditions of this Agreement, the Licensors hereby grants to the Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Product for the Purpose.

4. Restrictions

4.1 Except as otherwise expressly provided herein, the Licensee may not:

- (a) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter any part of the Product;
- (b) use the Product on behalf of, share or permit to be shared, the Product with any third party;
- (c) use or permit to be used the Product for anything other than the Purpose;
- (d) attempt or provide a means to execute any bulk download operations, cache or otherwise store any content other than for what would reasonably be regarded as normal use including for data backup;
- (e) knowingly use the Product in connection with or to promote any products, services or materials that constitute, promote or are used primarily for the purpose of dealing in spyware, adware, spam, pornography or other offensive purposes;

- (f) knowingly use the Product in any manner or for any purpose that violates any applicable law or regulation, or any right of any person including, but not limited to, Intellectual Property Rights, or privacy rights.
- 5. Ownership
  - 5.1 The Product and all Intellectual Property Rights contained therein, are and shall at all times remain the sole and exclusive property of the Licensor or its licensors.
- 6. Fees
  - 6.1 Licensee shall pay to the Licensor the Fees as set out in Schedule 2, which shall be exclusive of any duties, bank fees, sales tax, or excise or similar taxes due, unless expressly stated therein. The Licensor shall invoice the Licensee in advance in full for the Fees.
  - 6.2 Payment shall be made by the Licensee and received by the Licensor in full on signing of contracts and receipt of an invoice by the licensee in respect of the Fees.
  - 6.3 The Licensor reserves the right to suspend or limit the availability of the Product if the Licensee fails to comply with clause 6.2 above.
  - 6.4 In the circumstance of the assignment of a licence for an instance of the Product to two (or more) licensees each licensee becomes responsible for the other parties failure to make a Payment in order to continue to gain access to the Product in compliance with clause 6.2.
- 7. Auditing
  - 7.1 Both Parties agree to maintain accurate, complete and detailed records relating to this Agreement, from the Effective Date and for a period of 2 years following the termination or natural expiry of this Agreement.
- 8. Termination
  - 8.1 Notwithstanding any other provisions contained herein, this Agreement may be terminated immediately:
    - (a) by the Licensor if the Licensee commits any breach of the terms or conditions of this Agreement and fails to remedy such breach to the Licensor's reasonable satisfaction within 30 days after receiving written notice from the Licensor requiring the Licensee to do so;
    - (b) by the Licensor or if the Licensee shall present a petition or have a petition presented by a creditor for the Licensee's winding up or the Licensee enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or the Licensee shall have a receiver of all or any of the Licensee's undertakings or assets appointed, or the Licensee shall be deemed by virtue of the applicable law to be unable to pay the Licensee's debts, or the Licensee shall cease to carry on business;
    - (c) by the Licensee if the Licensor commits any breach of the terms or conditions of this Agreement and fails to remedy such breach to the Licensee's reasonable satisfaction within 30 days after receiving written notice from the Licensee requiring the Licensor to do so.
  - 8.2 Termination or natural expiration of this Agreement shall be without prejudice to any accrued rights of either Party or amounts payable in respect of the Fees, and shall not affect obligations which are expressed not to be affected by termination or expiry hereof.
  - 8.3 Termination of this Agreement by the Licensor under Clause 8.1 above shall be without prejudice to any claim which the Licensor may have against the Licensee for any loss or damage (including, without limitation, consequential loss or damage) suffered by the Licensor as a result.
  - 8.4 In the event of termination or natural expiration of this Agreement, the Licensee undertakes that immediately upon the effective date of such termination or expiration, the Licensee and any parties acting on the Licensee's behalf shall:
    - (a) cease use of the Product; and
    - (b) within 30 days expunge, or where appropriate return to the Licensor, any and all of the Product that remains howsoever in the possession of the Licensor.

9. Representations and Warranties

- 9.1 Each Party represents and warrants to the other that it has the right and authority to enter into this Agreement and to perform all of its respective obligations and undertakings and to grant the rights set forth herein. Each Party further represents and warrants to the other that it is duly organised, validly existing and in good standing under the applicable laws, and that the execution, delivery and performance of this Agreement does not and shall not conflict with or violate any constitutional documents of such Party or the terms of any agreement between it and any third party.
- 9.2 The Licensor warrants that the Product does not violate or infringe any patent, copyright, trademark, Intellectual Property Rights, rights of privacy, or rights of proprietary, of any third party.
- 9.3 It is the Licensee's responsibility to ensure that the Product is suitable for the Licensee's intended purposes. Licensor provides no warranties as to the function or use of the Product, whether express, implied or statutory, including, without limitation, any implied warranties of merchantability or fitness for particular purpose.

10. Liability and Indemnification

- 10.1 The Licensee undertakes to indemnify the Licensor against all liabilities, claims, demands, expenses, actions, costs, damages or loss arising out of breach or alleged breach by the Licensee in regard to the Licensee's obligations under this Agreement. Such indemnity shall survive the termination of this Agreement.
- 10.2 The Licensor shall not be liable to the Licensee for consequential, indirect, special or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.
- 10.3 No responsibility is assumed by the Licensor for any injury and/or damage to persons or property as a matter of product liability, negligence or otherwise, or from any use or operation of any methods, products, instructions or ideas contained in any item or Product supplied by the Licensor under this Agreement.
- 10.4 The express terms of this Agreement are in lieu of:
- (a) all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise including but not limited to any implied warranties of merchantability or fitness for any particular purpose all of which are hereby excluded to the fullest extent permitted by law; and
  - (b) any implied terms as to the performance of computers or networks when used in conjunction with the Product, materials, information, goods, services, technology and/or editorial content provided under this Agreement.
- 10.5 Nothing in this Agreement shall exclude or limit either Party's liability for:
- (a) death or personal injury resulting from the negligence of either Party or their servants, agents or employees;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) breach of any implied condition as to title, or the ability to exercise any right granted under this Agreement.
- 10.6 Nothing in this Agreement shall prevent the Licensor from claiming for amounts lawfully due under the terms of this Agreement or operate to limit any liability resulting from any infringement or breach of Intellectual Property Rights by the Licensee.
- 10.7 Where the Licensor is liable to the Licensee for negligence, breach of contract or any other cause of action arising out of this Agreement, such liability shall not exceed the amount equal to the total sum of the Fees (exclusive of all taxes) paid by the Licensee to the Licensor since the Effective Date.

11. Confidentiality
- 11.1 Each Party will treat as confidential all Confidential Information obtained from the other under this Agreement. The Parties agree that they will not without the prior written consent of the other disclose Confidential Information to any person or entity or use the same except for the purposes of complying with their respective obligations pursuant to this Agreement.
- 11.2 Clause 11.1 does not prohibit disclosure of Confidential Information to:
- (a) the receiving Party's own personnel (including employees, agents and permitted contractors) who need to know of the Confidential Information provided that such personnel are first made aware of the confidential nature of the Confidential Information and the receiving Party's obligations in relation to it and themselves agree in writing to treat the Confidential Information confidentially; or
  - (b) the receiving Party's auditors, professional advisers, any person or organisation having a statutory or regulatory right to request and receive that information, including without limitation a relevant tax authority.
- 11.3 Clause 11.1 does not apply to information which the receiving Party can show by reference to documentary or other evidence:
- (a) was rightfully in its possession before the start of discussions between the Parties relating to this Agreement;
  - (b) is already public knowledge or becomes so at a future date (save for as a result of breach of clause 11.1);
  - (c) is received from a third party who is not under an obligation of confidentiality in relation to the information; or
  - (d) is developed independently without access to, or use of or knowledge of, the Confidential Information.
- 11.4 The obligations of confidentiality under this clause 11 shall survive the termination of this Agreement until such time as the Confidential Information enters the public domain other than through the fault of the recipient Party.
12. Force Majeure
- 12.1 Neither Party shall be responsible to the other for any delay or failure in carrying out obligations under this Agreement if the delay or failure is caused by an Event of Force Majeure. The affected Party shall notify the other of any such circumstances as soon as possible.
13. Assignment
- 13.1 The Licensee shall not be entitled to assign, transfer or novate rights and obligations under this Agreement without prior written consent from the Licensor which shall not be unreasonably withheld.
- 13.2 In the case of a shared licence between licensees should one licensee negate its responsibilities the other licensee party becomes responsible in entirety for the licence.
14. Miscellaneous
- 14.1 Any notice required to be given pursuant to this Agreement shall be in writing and sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post, by fax confirmed by first class post, or by e-mail which has been received, as evidenced by receipt by the sender of a read receipt, to the relevant Party, and any such notice shall be deemed to have been received by the addressee at the time of delivery or in the case of prepaid first class post, two days after posting.
- 14.2 Any amendment or variation to this Agreement shall be made only by express written agreement between the Parties.
- 14.3 The failure of either Party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver.

- 14.4 Without prejudice to the rights of either Party in respect of actions relating to fraudulent misrepresentation, this Agreement and any documents referred to herein constitute the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the Parties relating thereto.
- 14.5 The Parties agree that monetary damages may not be a sufficient remedy for the damage which may accrue to a Party by reason of failure by any other Party to perform certain of its obligations hereunder. Any Party shall therefore be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 14.6 The unenforceability of any single provision of this Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the Parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.
- 14.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 14.8 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor, save as expressly set out herein, constitute either Party the agent of the other Party.
- 14.9 This Agreement shall be governed by and construed in accordance with English law and each Party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

**IN WITNESS WHEREOF** the duly authorised representatives of the Parties hereto have executed this Agreement as of the day first above written.

Licensor

Licensee

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE 1 – Software Product

[set out the full details of the product, including everything that will be provided to the licensee, in as much detail as possible]



## SCHEDULE 2 - FEES

[set out the full schedule of fees in as much detail as possible. it may be helpful to insert a table here]

## SCHEDULE 3 – Support & Maintenance

1. Introduction
  - 1.1 This Schedule 4 sets out the service levels applicable to the Maintenance Services.
2. Updates
  - 2.1 The Licensor shall give to the Licensee at least 10 Business Days' prior written notice of the Release of an Update.
  - 2.2 The Licensor shall apply each Update to the Software within the period of 20 Business Days following Release unless the Licensee gives to the Licensor prior written notice that the Licensor should not apply the Update to the Software. For the Software includes, API's, ABI's, WSDLs, Database schemas, network protocols, authentication and authorisation mechanisms, logging formats, packaging and other deployment characteristics of an Upgrade or Component.
3. Upgrades
  - 3.1 The Licensor shall keep the Licensee reasonably informed during the Term of its plans for the release of Upgrades; however, except to the extent that the parties agree otherwise in writing, the Licensor shall have no obligation to release Upgrades with features requested by the Licensee or to take into account the opinions of the Licensee in relation to plans for the release of Upgrades.
  - 3.2 The Licensor shall give to the Licensee at least 10 Business Days' prior written notice of the Release of an Upgrade.
  - 3.4 The Licensor shall apply each Upgrade to the Software within the period of 20 Business Days following Release unless the Licensee gives to the Licensor prior written notice that the Licensor should not apply the Upgrade to the Software.
4. Agreement Basis
  - 4.1 The Licensor shall use all reasonable effort to provide modification or additions to correct errors in the software (which are not classed as user errors) reported by the Licensee under the conditions described in point 5  
For the defined period that forms part of the agreed contract, the Licensor will include the following support types:
  - 4.2 The Licensor shall provide the following Support Types as the means to assign a priority level according to the following criteria:  
  
Priority Level 1
    - Critical bug fixes (errors that prevent the software from functioning within the software and excluding 3<sup>rd</sup> party software that it is integrated with)
    - Payment platform (errors that prevent the software from functioning)
    - Server Diagnosis (if on Rocktime Hosting)Priority Level 2
    - Minor Bug fixes
    - Validation issues
    - JavaScript issuesPriority Level 3
    - Core updates
    - Module updates (core and control panel)
    - Security updates

## 5. Incident Resolution

Each issue will have a 'ticket' raised and the appropriate resolution / work will be scheduled (within the Licensor's standard work schedule) and communicated to the Licensee. Any work not covered will be quoted and charged for, or time taken from a labour pack. Any investigations into an issue that is carried out, and the issue is found to be down to user error, may (at the Licensor's discretion) have the time charged for or time taken from the Licensee's support package.

6. Security

6.1 The Software will be supplied with SSL Security as standard. The Licensor will supply a new SSL certificate with each Software Instance, however the Licensee has the option to supply an existing certificate to be installed on the system if needed.

The Licensor uses the following methods (and more) to guard against attacks or loss of information:

6.1.1 All passwords are 'salted' prior to encryption. This makes the pre-generated look-up lists of encrypted passwords useless and makes even weak passwords virtually impossible to crack.

6.1.2 Access to the database (where encrypted passwords are kept) is restricted through 3 different levels of security: 'read only', 'read and write' and 'secure'. This means that the encrypted passwords are not 'exposed' to the web site in general and only specific password protected calls can access this data.

6.1.3 Access to secure data is sealed in the Licensor's core code and this software cannot be inadvertently compromised by the Licensor's internal development team.

6.1.4 The Licensor implements a password strength technology to help users pick memorable but strong passwords. This protects against hackers trying to login by 'guessing' passwords. Once encrypted, all passwords are equally difficult to crack.

6.1.5 In addition to passwords, all personal data (emails, mobile numbers, names, addresses etc.) are also encrypted. No personal data stored in the database is of any use without the secure key installed on the web server itself.

6.1.6 The Licensor's systems employ a multi-tiered SQL access methodology. This provides an additional layer of protection against attempts to gain access to the SQL database and therefore the back end of the Software.

6.1.7 99% of all general database access is to low level data so uses read only general access and therefore has no access to the password tables.

6.1.8 The Licensor's Internal development team access to system database is monitored and reviewed for each member of staff who all form part of the Licensor's Data Protection Policy and which is also highlighted to them within their contract of employment.

## SCHEDULE 4 - Service Level Agreement

### 1. Overview

The Licensor's Service Level Agreement provides the Licensee with priority access to a dedicated support team for ongoing issues with the software within specified response times. The Licensee and the Licensor agree the terms and response times of the SLA to ensure timely response.

### 2. Scope of Agreement

#### 2.1 Introduction

The Licensor has undertaken to supply the Licensee with Support and Maintenance for its software.

#### 2.2 Service Description

This agreement encompasses working arrangements between the parties for the delivery of a package of Support and Maintenance Services;

#### 2.3 Change & Distribution Control of the SLA

##### 2.3.1 Permanent Change

A 'permanent' change is one intended to apply from a specified effective date for the full term of the agreement.

To affect a permanent change to the provisions of this Agreement the party requesting the change will document the change in an email. The Licensee will confirm the Change Request and return it to the Licensor thereupon it will be distributed in accordance with the provisions set out under "Points of Contact" in section below.

##### 2.3.2 Temporary Change

A 'temporary' change is one intended to apply from a specified effective date, for a specified term, at the conclusion of which all provisions of this Agreement will resume effectiveness. During the term of a temporary change, all unaffected provisions of this Agreement will continue in force.

To affect a temporary change to this Agreement either the Licensor, or the Licensee, will document the change in an email to the respective party. The Licensee will confirm the Change Request and return it to the Licensor whereupon it will be distributed in accordance with the provisions set out under "Points of Contact" section below.

At the conclusion of the term of any temporary change, all the provisions of this Agreement will automatically resume effectiveness without any required action by either party.

##### 2.3.4 Points of contact:

Licensor

Rocktime Ltd – Arena Business Centres, Holyrood Close, Poole, Dorset BH17 7FJ

Licensee

[to be completed]

All versions of this Agreement, and any email documenting permanent and temporary changes to its provisions, will be distributed to the above contacts.

##### 2.3.5 Standard Working Hours

The Support Services Team is available during the following standard working hours:

Monday – Friday      08.30 – 17.30

Note: Weekends, Bank Holidays, Christmas Day, Boxing Day, New Year's Day and other Public Holidays are covered for remote support as part of the SLA. Office closing times and holidays are communicated to the client 2 weeks prior to the event. As standard Rocktime has an office shutdown over the Christmas period between Christmas Eve and New Year's Day however that might fall yearly.

##### 2.3.6 Structure of Services Package

Updates will be carried out on request by the Licensee according to the following:

###### 2.3.6.1 Standard

Telephone and email support service during standard working hours

The expected response times for each support type raised during normal working hours are as follows:

Priority Level 1: Within 36 hours

Priority Level 2: Within 50 hours

Priority Level 3: Updates applied every 6 months or if there is an error or security issue

Note: These are response times for incident notification; they are not times for incident resolution. The Licensee will endeavour to resolve incidents as quickly as possible, but this support and maintenance does not give any guarantee that incidents will be resolved within agreed time periods.

#### 2.3.7 Summary of Incidents

2.3.7.1 Any bug/ issue identified by the Licensee within the Software must be submitted via the Licensors Support System (<https://support.rocktime.co.uk>) with a copy of the error message text, description of the operations executed immediately before the problem and a screenshot (if useful). These errors will be added to the technical support job queue and fixed as part of the support and maintenance agreement.

2.3.7.2 The Licensee is emailed confirmation of receipt.

2.3.7.3. All amendments requiring testing will be made to on the Licensors development server prior to being made live.

2.3.7.4 The Licensee will be notified for testing.

2.3.7.5 The Licensors will require notification of Licensee test result and either resolve any raised issues or, on acceptance of testing, make live.

#### 3. New Releases

3.1 The Licensors will be responsible for providing technical support and corrective measures for the most recent release of the Software provided to the Licensee and continue to support for the period of the contract.

3.2 The Licensors will include periodic Upgrades to the Software core to patch any known security vulnerabilities which have arisen from new developments in web technology and browser versioning. Component releases are classified in major, minor, revision and emergency, based on the impact of the changes on the component interface and behaviour.

3.3 The Licensors agrees to inform the Licensee of any Upgrade or component developed along with the related cost for its implementation. If the Licensee agrees to a purchase of the Upgrade or component, the Licensors will inform the Licensee of the implementation schedule.

3.4 The Upgrade or component once implemented with the Software will become part of the Support and Maintenance Agreement for the duration of the Contract.

#### 4. Key Performance Indicators (KPIs)

4.1 The Licensors identifies KPIs according to:

4.1.1 Number of Incidents – recording of number and trends of incidents registered by the Licensors.

4.1.2 Incident Resolution Time – average time for resolving an incident

4.2 The KPIs will be continuously collected and reported on by the Licensors QA Audit Manager with outcomes used to improve the performance of the Licensors in connection with the Software Support and Maintenance Agreement with the Licensee.

4.3 Tickets raised will be properly monitored to ensure that they are promptly assigned. Any problematic tickets are brought to the attention of the Licensors QA Audit Manager for resolution. The following metrics will be used for service monitoring:

4.3.1 Number of incidents per week

4.3.2 Re-assignment time

#### 5. Conclusions

This document presents the fundamental principles that will guide the Software Support and Maintenance of the Software delivered to the Licensee. The focus is on providing the Licensee and its users with a positive experience with the Software delivered by the Licensors both in terms of stability and feature evolution.