responsiv

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Responsiv Assist Extended Support

RA000BT-PD

Product Description



Responsiv Assist Extended Support

Responsiv Assist Extended Support provides incident and recovery support for software products that are no longer economically supported by their original vendor (end-of-life and end-of-support). Support includes incident response and recovery of functionality used successfully prior to the incident.

This product does not provide patches, upgrades, or support for features that are locked. We cannot support products that are inaccessible because of certificate expiry or subscription expiry. Hardware devices are excluded.

Responsiv Assist Extended Support is a cost effective and efficient way to extend the effective life of your applications and installed technology.

This product description describes the key features, functions, and capabilities of the product or service. It is not intended to fully document the product or to provide support.

Audience

This description is for architects and technical specialists to give a high-level, brief description of the product or service. It is intended to be used to inform users of the broad functions and scope of capability. Refer to linked product documentation for details. Responsiv reserve the right to change the specification at any time and without notice.

Obligations

This document is not an offer or contract. Neither Responsiv nor you have any obligations or liability to the other unless our authorised representatives enter into a separate definitive written agreement. Terms included in this document are not binding unless they are included in such a written agreement.

Observations and recommendations in this document are based on our opinions, experience, and knowledge of the product. Responsiv makes no representation as to accuracy or fitness for purpose.

Underlying Software

This description is for a Responsiv product that is implemented using a combination of capabilities delivered by pre-existing products. References to those products and their documentation are required to improve understanding of the capabilities that are available and how to access them using the available tooling. Responsiv makes no claim that our product provides all documented features. If a feature is of particular interest, please seek clarification with Responsiv.

Responsiv provide and support all software embedded in this product.

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Service Overview

Responsiv Assist Extended Support provides incident and recovery support for software products that are no longer economically supported by their original vendor (see Supported Products). Support includes incident response and recovery of functionality used successfully prior to the incident.

This product does not provide patches, upgrades, or support for features that are locked. We cannot support products that are inaccessible because of certificate expiry or subscription expiry. Hardware devices are excluded.

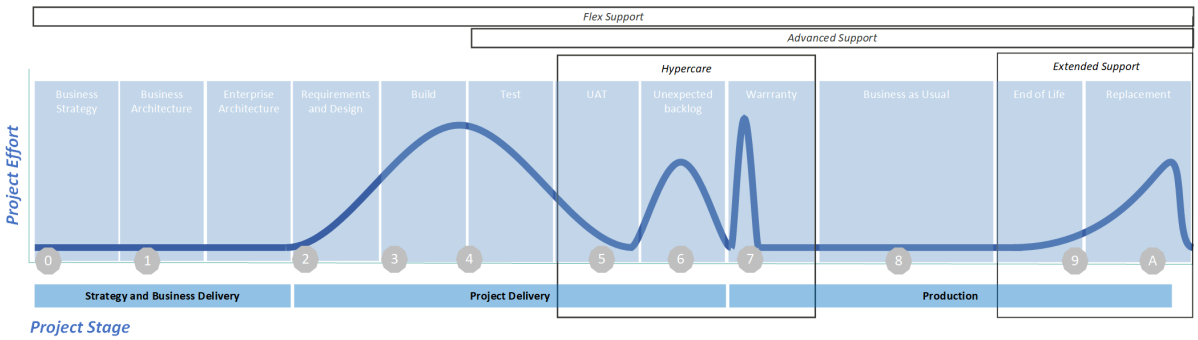


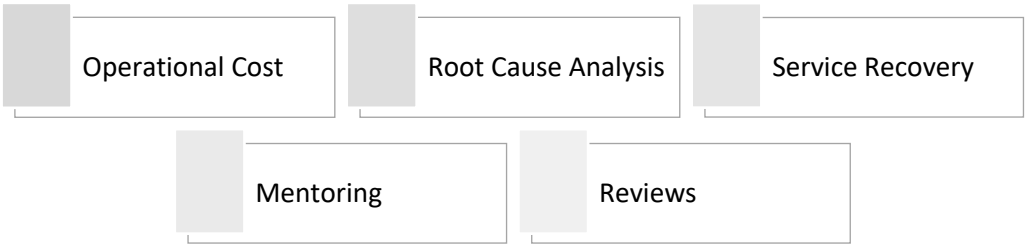
Figure 1; Positioning Responsiv Assist Extended Support as part of the project lifecycle.

Responsiv Assist Extended Support is a cost effective and efficient way to extend the effective life of your applications and installed technology. It is relevant at the end of a project when the underlaying operating systems, middleware, databases, or applications are no longer economically supported by their original vendors (figure 1).

Responsiv Assist Extended Support relies on the Responsiv Support team and Consulting organisation to provide full coverage support of the application and platform.

Responsiv Assist Extended Support can be used by developers and administrators to request support for incident recovery and investigation into the root causes. Our subject matter experts and developers are available to share their depth of experience and support to accelerate problem identification and resolution, improve user acceptance, and reduce the disruption of project launch.

This service is an emergency incident support service that can be used to request severity 1 or severity 2 responses.



Responsiv Assist Extended Support service is available for the end stages of a technology installation (figure 1). Our skills include the foundational aspects of technology, including networking, security, problem solving, business analysis, project management, and programming, and gives access to specific product and project knowledge.

Responsiv Assist Added Value

Users with entitlement to Responsiv Assist can access privileged information, including problem solutions and white papers that are not publicly available.

Operational Efficiency

Enterprise technology landscapes are complex, with the number of different skills required and experience assumed growing all the time. This increases the cost and risk of projects and ongoing operations. Recruitment of skills is hard but retaining seldomly used skills is expensive and prone to skills erosion.

One Responsiv Assist hour can be used to access any of the skills and all the experience from Responsiv and our partners at a fraction of the cost of employing dedicated staff.

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Root Cause Analysis

Our support engineers work with the Responsiv developers involved with planning and building the project and can provide informed internal, as well as external, highly informed insights and new perspectives on problems that are encountered. We may have already encountered similar problems and have pre-defined ways to work around or solve the problem.

Service Recovery

Responsiv Assist Extended Support provides a way to support self-developed applications and access development and infrastructure skills to help recover applications and systems after an incident. We offer an incident response service and active management (See Optional Services).

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Accessing the Service

The service is hosted in Responsiv datacentres located in the UK and accessible over the public Internet through our website portal (https://responsiv.co.uk/support-hub/support/). Authorised users raise tickets and interact with support engineers using the web portal.

Refer to Terms and Conditions.

API Connections

Responsiv Assist can be accessed using Support API to raise service requests. (See Optional Products).

The Responsiv Unity Console Node integrates with this API to report important events with the Responsiv Unity platform. The API can be used to implement managed services (See Responsiv Consulting and Responsiv Assist products for details).

User Connections

All support services can be accessed through the website portal (https://responsiv.co.uk/support-hub/support/). Users are registered with the RN0002C Responsiv Cloud Security Service, which intercepts all user traffic to protect the system. A single set of credentials to access Responsiv Cloud, Responsiv Assist, and Responsiv Asset Downloads.

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Features

Responsiv Assist Extended Support is a remote support service governed by "Assist-Credits". Each credit entitles the user to a fixed number of minutes of support effort. Each ticket raised uses a minimum of one credit. Credits can be used to request any combination of remote services featured here.

Value without Charge

Customers with active Responsiv Assist entitlements have access to protected support assets on the Responsiv website.

1. Access to restricted blueprints, white papers, and solutions to known problems.
2. Eligible for art-of-the-possible briefings by request.
3. Notifications of events.

Service Recovery

Responsiv Assist Extended Support provides a way to recover self-developed applications and access development and infrastructure skills to help remediate problems after an incident. We also offer an incident response service and active management (See Optional Services).

Our call centre staff work across multiple customers and can provide external, highly informed insights and new perspectives on problems that are encountered. We may have already encountered similar problems and have pre-defined ways to work around or solve the problem.

Root Cause Analysis

Perform a root cause investigation to determine how best to permanently fix the problem and to assure that any peripheral weaknesses are identified and added to the solution and risk register.

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Supported Products

Responsiv Assist Extended Support provides incident only response support for products no longer covered by vendor support and subscription. Because Responsiv cannot modify the software, and often does not have access to view the source code, this product does not provide patches and cannot support or access components that are protected or encrypted.

Responsiv can support many different technologies and products from many different vendors. The list below illustrates the breadth of our technology and product support, which includes Developer, Infrastructure, Design, Architecture, Troubleshooting, Incident recovery, and Administrative support.

This product is for Licensees using out of support or unsupported versions of software or hardware devices listed below. Responsiv will support each device/software installation for the term specified in the entitlement to the extent that we are able. This includes responding to incidents, supporting, and leading recovery operations.

Physical DataPower Incident Only Support

Named instances of IBM Physical DataPower are supported in the event of an incident for the term of the subscription. In the event of a device problem, we will make reasonable efforts to help you team to identify, remediate, and recover the service. Responsiv has limited access to the DataPower software, cannot access protected parts of the device, or provide patches. This incident response does not include replacement or support for the hardware device.

Responsiv Products

All Responsiv products and services, including cloud and self-hosted installations are supported by this product. Products that are beyond end-of-life, or that have a valid entitlement (perpetual licence) but not included in original vendor support agreement can gain support using the Responsiv Assist Extended Support entitlement.

IBM and Red Hat Products

Responsiv support most of the IBM middleware products, including DataPower, WebSphere, DB2, and Security products. We provide guidance on installation and development for Red Hat products, including operating systems.

The list of IBM product entitlements below is attached to allow searches for part numbers. If the part number of interest is not included, please contact Responsiv.

Supported Products (IBM, Red Hat, Responsiv)

This list is for illustration and reference. It is not exhaustive. Please contact Responsiv for specific support.

Product Family	Parts (Not aligned to product family on the left)
IBM Cloud Pak for Integration	
IBM MQ Express, IBM MQ Standard, IBM MQ Advanced IBM App Connect Enterprise, IBM App Connect Professional IBM API Connect ENTERPRISE; IBM API Connect Professional IBM WebSphere IBM DataPower (Virtual) IBM DataPower (Physical)	D0ETIZX, D08EJZX, D08EYZX, D0ETRZX, D0IMALL, D22VPLL, D22VSLL, D56P3LL, D1Q6BLL, D03S0LL, D55V1LL, D1X9GLL, D27V2LL, D1X9ULL, D1X9QLL, D1B0NLL, D1N8MLL, D1N8JLL, D1LLSLL, D0AU1ZX, D1WVHLL, D0H8CLL, D05M2ZX, D0LG3LL, D0LIPLL, D29MZLL, D0Z2ILL, D0Z1ILL,
IBM Cloud Pak for Security	
IBM Security Access Manager IBM Security Identity Manager IBM Guardium	D0P08LL, D0G80LL, D0IM9LL, D29BCLL, D29B3LL, D29B9LL, D1B0QLL, D1B0SLL, D1B0ZLL, D56CILL, D052HZX, D0VL9LL, D1GZULL, D1E0PLL, D1GPSLL, D0THQLL, D1E0ULL, D1E02LL, D0THSLL, D1NEBLL, D1NE7LL,
IBM Cloud Pak for Automation	
IBM Business Automation Workflow IBM ODM Server Express, IBM ODM Server	D277ALL, D1NE3LL, D1X5VLL, D06DJLL, D522PLL, D51JXLL, D0ZDZLL, D1DXWLL, D55WJLL, D56LRLL, D572PLL, D299MLL, D1AZPLL, D0VLBLL, D0A2GZX
IBM Cloud Pak for Data	
IBM DB2 and associated products IBM DataStage	
IBM (Other)	
IBM AIX Operating System	
IBM Z-OS, IBM iOS	By arrangement only

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Responsiv Cloud	**Responsiv Unity**
Responsiv Cloud Platforms	Responsiv Unity Console Node
	Responsiv Unity API Bundle
	Responsiv Unity Rules Node
	Responsiv Unity Integration Node
	Responsiv Unity Process Node
	Responsiv Unity Data Node
Red Hat	
Red Hat Enterprise Linux	
Centos O/S	

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Optional Services

RT0004U Responsiv Assist Advanced Support

Responsiv Assist Advanced Support is available for Responsiv Unity enabled products, and has three elements (1) connection to the Responsiv Support API, (2) Upgrade and Patching Support, (3) Incident Response.

These three components combine to provide a lightweight managed service for specific parts of a user's environment.

Developer and Administrator Tooling

N/A

Supported Protocols

N/A

Service Management

Responsiv manages the Responsiv Assist service to ensure it is available and functional, including active health monitoring, patching, upgrades, and general maintenance. The service is available to raise an incident ticket 7x24; tickets are responded to within the UK working hours and in accordance with the Service Level Agreement (SLA).

ITIL-based

The Responsiv Assist service desk is run based on the IT Infrastructure Library (ITIL) framework, which outlines best practices for delivering IT services.

Service Preparation

This service is prepared by configuring the Responsiv Service Desk to accept service requests from customer authorised users, registering those users in the Responsiv Cloud Security Service.

Service Level Agreement

This service is supported by Responsiv from our UK offices.

The service includes product/platform support only and is triggered by automated monitoring built into the platform or manually accessed from our website https://responsiv.co.uk/support-hub/support/.

The service level agreement (SLA) for Responsiv Cloud services (RL000F6 v1.0 Responsiv Support Services Addendum) can be found here: https://responsiv.co.uk/wp-content/uploads/2023/11/TC-RL000F6-Aug2023-Responsiv-Support-Services-Addendum-v1-0.pdf. The SLA defines support available for the platform including support hours of availability, response times, severity level, Service Down definition, the claim process and other support information. Responsiv provides the Customer with the following availability service level agreement. Responsiv will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below.

Format and Charging Measures

This product is available in the following formats:

- Remote Development Service
- Remote Support Service
- Cloud Support extension
- Hourly Charging

This product supports charging by Assist-Credits. Entitlements use a combination of charging measures that are appropriate to the intended purpose.

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Architecture

The Responsiv Assist Extended Support service consists of a service desk that audits and controls all requests for service. The service is accessed through a service portal or secure API. Customer has one or more active Responsiv Assist entitlements that define the terms of service. Service requests are serviced by support analysts and subject matter experts that have access to product vendors and third level support.

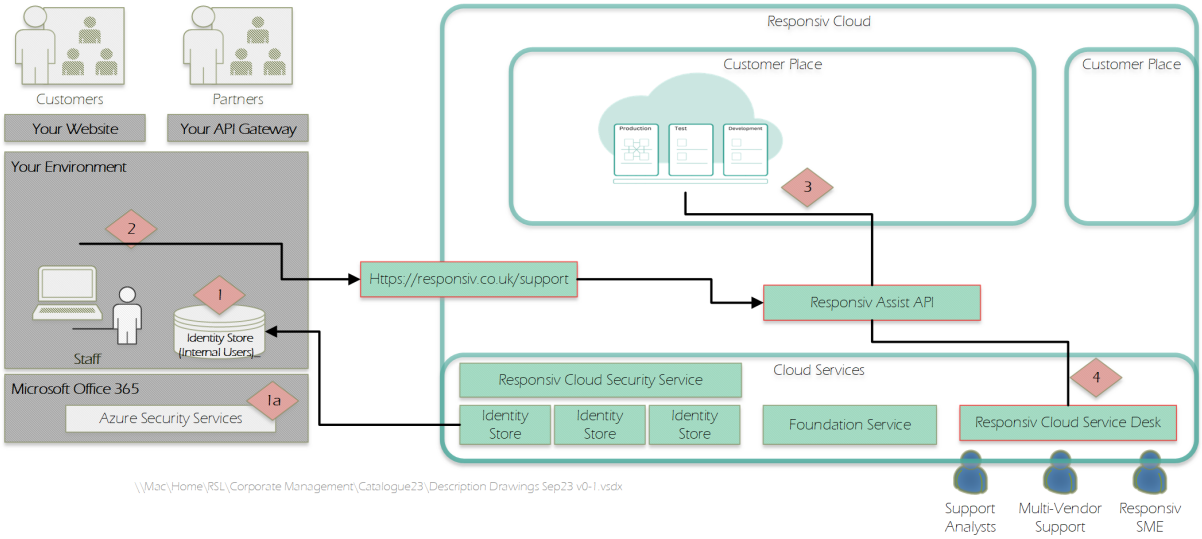


Figure 2; Responsiv Assist architecture.

Responsiv Assist is a remote support service delivered from our service desk [4]. The service desk is controlled by an ITIL compliant software system that manages and audits service requests and incident tickets. Responsiv does not consider a request to have been made until it is recorded in the service system.

Responsiv Cloud Platforms integrate to the service desk [3] through secure APIs. The same APIs are used to integrate Responsiv Unity (self-hosted) platforms that are protected by Responsiv Assist Advanced Support.

Users manually register service requests [2] using the service portal hosted on the Responsiv website.

Access to API and manual interfaces is protected by the Responsiv Cloud Security Service, which can be federated [1], [1a] with external identity stores to securely managed user identities and permissions.

Cloud Location

This is a UK based cloud service hosted in the Responsiv Cloud. Facilities are Tier-3 datacentres with 24x7 security, multiple power providers including onsite diesel backup.

Security Features

Security is provided by the Responsiv Cloud Security Service. This means that your SSO credentials can be used to download software, and to access this and other authorised cloud services.

Responsiv Cloud Security Service allows you to create Responsiv users by registering your staff in the service, or to connect the service to your existing user directories and nominating groups (roles) to have specific access to Responsiv services. If you prefer, a federated trust can be established between Responsiv and your existing security provider. Federated trust allows us to trust your certificates, and for your staff to login once, for example to their desktop or intranet, and to access Responsiv services without further challenge.

Connections established and managed by the Service Customer Content are encrypted when transmitted by the Service on any public networks.

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Responsiv Assist Extended Support Annual Subscription for 50 Assist Credits

RT000BT-PE

Brief Description

Responsiv Assist Extended Support provides incident and recovery support for software products that are no longer economically supported by their original vendor. Support includes incident response and recovery of functionality used successfully prior to the incident. This product does not provide patches, upgrades, or support for features that are locked. We cannot support products that are inaccessible because of certificate expiry or subscription expiry. Hardware devices are explicity excluded.

This product entitlement describes the terms of use and entitlement for the products and services listed in the referenced product(s). Each Product description provides the definitive description of a product or products that supersedes all descriptions, marketing information, presentations, or other expectations that might have been communicated or assumed about the product.

Entitlement	**Responsiv Assist Extended Support Annual Subscription for 50 Assist Credits**
Entitlement Capacity	50 Assist Credits
Minimum Term	Annual
Available Formats	Remote Support
License Type	Subscription
Product	RT000BT Responsiv Assist Extended Support
Product Description	RT000BT-PD Responsiv Assist Extended Support
Included Capacity	Remote Support provision to a maximum number of Assist Credits purchased. Assist Credits are consumed by the hour or part thereof, with a minimum of one credit per ticket raised. Support is provided for products named in the transaction document only, and is only available for products that we can reasonably expect to support. Included capacity is the maximum capacity entitlement.
Overage and Additional Fees	Additional tickets may be purchased in blocks of 10.
Renewal Terms	Automatic Renewal for minimum term.
Redistributable	This product may not be re-sold, distributed to any third party, or used to host a services available to third parties.

Support Categories

Remote Support, Extended Support

This service is supported from our UK offices. The service includes product/platform support only and is triggered by automated monitoring built into the platform or manually accessed from our website: https://responsiv.co.uk/support-hub/support/. The service level agreement (SLA) is defined in **TC-RL000F6 Responsiv Support Services Addendum**.

The SLA defines support available for the platform including support hours of availability, response times, severity level, Service Down definition, the claim process, and other support information.

Limited Use Right

Entitlement to use Responsiv products and services is provided under the terms of your transaction agreement combined with the terms of this entitlement and any referenced terms and conditions.

An active subscription or license is required to operate this entitlement. Products and Services will be made unavailable to you if agreements are not renewed to run consecutively.

Capacity based licences require an entitlement for each unit that you wish to add to the capacity. Time bound or term agreements require an entitlement for sufficient capacity to be active at the time of use.

Charges, Taxes, and Payment

If Responsiv has committed to pricing as specified in a Transaction Document (TD), then we will not change such pricing during the specified term. If there is no specified commitment, then Responsiv may change pricing on thirty days' notice. Responsiv will invoice: (i) recurring charges at the beginning of the billing frequency term; (ii) overage and usage charges in arrears; and one-time charges upon Responsiv's acceptance of an order.

Business Continuity

Licensee is responsible for their own data backup and associated recovery of Licensee content in the event of disaster situation.

Special Terms

This entitlement is subject to terms and conditions described in **TC-RL000G7 Responsiv General Terms and Conditions** and**TC-RL0004Q Terms and Conditions for Responsiv Consulting and Support Services**.

Special terms, if present below, override the standard terms for this entitlement only.

Term and Termination of a Responsiv Assist Service

This product can be purchased at any time for a minimum duration of 1 month. The initial period will begin when Responsiv sends you a letter of entitlement (LOE), which will make the service accessible to you. Subsequent renewals will extend the period without break. When a subscription is renewed, the additional credits are added to the agreement for immediate availability. Credits are used in order of purchase and remaining credits expire at the rate of 70%, leaving 30% to roll over. The ordering TD will specify whether the Services renew automatically. For automatic renewal, unless Licensee provides written notice of non-renewal to Responsiv at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the specified term. This entitlement is subject to terms and conditions described in RL0002O Terms and Conditions for use of Responsiv Cloud, TC-RL0004Q Terms and Conditions for Responsiv Consulting and Support Services. These documents can be viewed and downloaded from https://responsiv.co.uk/support-hub/terms-and-conditions/

Third Party Content

The Program or service may be used to access to third party data services, databases, web services, software, or other third-party content (all, "Third Party Content"). Access to Third-Party Content is provided "AS-IS", with no warranty of any kind, express or implied, including the warranty of title, non-infringement or non-interference, and the implied warranties and conditions of merchantability and fitness for a particular purpose.

Bundled Programs Terms of Use

Licensee is authorised to install and use the Bundled Programs identified above. A Bundled Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Bundled Program.

In the event of conflict, the terms in this Product Description supersede the Bundled Program's terms. The Principal Program and any Bundled Programs are all part of the Program, as a whole. Therefore, Licensee must obtain sufficient entitlements to the Program to cover Licensee's installation and use of all the Bundled Programs, unless separate entitlements are provided within this License Information document.

For example, if this Program is licensed on a core basis (processor or virtual core) and Licensee were to install the Principal Program and a Bundled Program on a 2-core machine (physical or virtual), Licensee would be required to obtain 4-core entitlements to the Program.

Bundled Programs

A Bundled Program may be independent of other Bundled Programs or add functionality in conjunction with other Bundled Programs. Installation is optional.

None.

Supporting Programs Terms of Use

Licensee is authorised to install and use the Supporting Programs identified above only to support Licensee's use of the Principal Program under this Agreement.

The phrase "to support Licensee's use" only includes those uses necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. Licensee can deploy capacity up to the same quantity as the Principal Program.

For example, if this Program were licensed on a core basis (processor or virtual core) and the Licensee were to purchase and install the Principal Program on a 2-core machine (physical or virtual) then the Supporting Program could be installed on a 2-core machine to support the use of the Principal Program without further cost.

Supporting Programs

A Supporting Program is an independently installed program that is required for the full and proper functioning of the product. Installation is not optional.

None.

Optional Programs

An Optional Program is an independently installed program that may optionally be procured to extend or enhance the product or service purchased with this entitlement.

Products that are out of support can be replaced using Responsiv Unity or Responsiv Cloud products.

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Separately Licensed Code and Programs Terms of Use

Responsiv may from time-to-time release “Kits”, “Extenders” or “Expansion” options for this product.

Each “Extender” adds a new feature or function and is licenced separately from this product. In such cases the capacity of entitlement for the separately licensed code must be calculated using the same metric as this product and must be sufficient to match the capacity of this product.

For example, if this Program were licensed on a core (processor or virtual core) basis and the Licensee were to purchase and install the Principal Program on a 4-core machine (physical or virtual), then the Licensee would be required to obtain 4-core entitlements to the separately licenced code “Extender” if they wished to benefit from this code.

Unless otherwise indicated in the transaction document each “Expansion” will add capacity that will be available to this product and any “Extenders” that are installed.

For example, if an expansion increases the available cores (processor or virtual core) and the Licensee were to purchase and install an “Extender”, then the Licensee would be required to obtain entitlements for the sum of the principal capacity plus the “Expansion”.

Source Code and Sample Materials

Any source code, configuration, or sample materials provided with this product or in relation to this product are provided as-is.

Data Protection

The documents TC-RL000CQ Responsiv Data Processing Addendum (DPA) and Data Processing Specific Sections (below) are together referred to as DPA.

The DPA provides additional data protection information for Services and options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent (i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or (ii) other data protection laws as identified from time-to-time apply.

Special Data Protection Considerations

We recommend that no personally sensitive or personally identifiable data be included in support tickets. Tickets should not be used to send passwords or other commercially sensitive information.

Terminologies

The following terminology is used in this entitlement to have the specific meanings defined here:

“Production” refers to any software installation, or part of a software installation that makes a tangible contribution to the running and operations of a business. This includes active partners, standby servers for production, and any other installation or instance capable of taking production workloads.

“Non-production” refers to any software installation, or part of a software installation that makes NO tangible contribution to the running and operations of a business. Non-production installations are typically used for UAT, Unit Testing, Development, and Performance tests. They cannot be used to run production workloads or to connect in any way to production systems. This includes active partners, standby servers for production, and any other installation or instance capable of taking non-production workloads.

“Deployed Capacity” is calculated based on the number of virtual cores available to the software installation regardless of whether those cores are in use or the number of underlying physical cores. This means that the virtual cores available to an installation must be constrained by limits that cannot be automatically changed to accommodate new workloads. Suitable constraints include hardware hosts, VMware images, or similar. Dynamic workload deployment or groups are not suitable.

“Enabling Software” is software made available from the Responsiv Asset Distribution Gateway (ADG) that the Licensee downloads to their systems to facilitate use of a Cloud Service, development tooling, monitoring agents, or other product and will be identified in a TD.

https://responsiv.co.uk/support/

Enabling Software is not part of the Cloud Service or other product, and Licensee may use Enabling Software only in connection with use of the entitled product in accordance with any licensing terms specified in a TD. The licensing terms will specify applicable warranties, if any. Otherwise, Enabling Software is provided as-is, without warranties of any kind.

Enabling software includes but is not limited to developer tooling and client connection software as appropriate. Please refer to “Bundled Programs”.

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Responsiv Support Services Addendum

Service Level Agreements for the provision by Responsiv Solutions Limited of all Managed Services and Support Services. This includes but is not limited to, Professional Services Hyper-Care, Remote Assistance Services, Remote Managed Services, Hosted Services, and Product Support Services.

Part number **RL000F6**

August 2023 Edition

This document consolidates and supersedes all versions and editions published prior to August 2023.

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1 RESPONSIV SUPPORT SERVICES ADDENDUM (SSA)

This Support Service Addendum (SSA) is to be attached to products and services that are supported by Responsiv. It is structured to provide details of common terms and types of support before detailing standard service level agreements (SLA) for each support service provided by Responsiv including managed services provision to clients.

1.1 Precedence and Applicability

1.1.1 The terms and conditions for entitlement and delivery of all support services are defined in the document "*RL0004Q Terms and Conditions for use of Responsiv Consulting and Support Services*".

1.1.2 This Support Services Addendum (SSA) and associated specific support service clauses defined in the Entitlement and/or Product Description (SSA Exhibits) apply to the manner of response, times of service, and service performance by Responsiv on behalf of Customer.

1.1.3 The term "Agreement" refers collectively to the service level agreement applicable to the type of support service being used and, as applicable, (i) the Transaction Document, (ii) the Product Entitlement, or (iii) if you purchased directly from Responsiv Solutions, any order form referencing or incorporating a Product Entitlement for services (an "Offer").

1.1.4 This SSA is incorporated into the Agreement.

1.1.4.1 In the event of conflict, the SSA Exhibit prevails over the Support Services Addendum which prevails over the rest of the Agreement.

1.1.4.2 This SSA is applicable to all "support service" and "supported product" provided by Responsiv.

1.1.4.3 This SSA needs to be read together with "TC-RL000G7 Responsiv General Terms And Conditions", "TC-RL000CQ (Aug2023) Responsiv Data Processing Addendum (DPA)" and any other Terms and Conditions stated in the Agreement, as published on the Responsiv Website (https://responsiv.co.uk/legal/) from time to time.

1.1.5 This addendum applies to support and managed service entitlements purchased or extended separately as well as those attached to specific products and services.

1.2 Service Term

1.2.1 The "Service Term" for any Support Service begins on the Activation Date and extends for the period indicated in the Product Entitlement or Offer (or, if you purchased through a reseller, the applicable period in our order with the reseller).

1.2.2 This Addendum is effective upon your (a) execution of a Product Entitlement or an Order Form; (b) acceptance of these terms pursuant to an online or offline process; (c) accessing or using the Solution; or (d) acceptance of terms between you and a reseller that reference this Agreement. Acceptance of any of these documents also indicates your acceptance of the Terms and Conditions outlined in 1.1.4.3

1.3 Renewal

1.3.1 If you purchased directly from Responsiv, unless you decline auto-renewal in writing at least thirty (30) days prior to the expiration of the Term or unless auto-renewal is explicitly disclaimed in a Product Entitlement or an Offer, we may automatically renew this Agreement and the related Solution(s) for a successive Term at our then-current list price.

1.3.2 By continuing to use the Solution(s) beyond the expiration of the applicable Term, we may renew this Agreement and the related Solution(s) at our discretion for a successive Term at our then-current list price.

1.3.3 If you purchased through a reseller, the terms, and conditions for renewal for the purchase will be as agreed between You and the reseller, provided the reseller has properly procured the Solution(s) on appropriate terms from Responsiv.

1.3.4 Service Credits, Assist Credits, effort days, and other consumable elements of the support service will expire and rendered worthless at the end of the supported term.

1.4 Remote Access to Site

1.4.1 Responsiv ensures that our staff that may need to access your systems are trained in the technologies we are supporting and that all staff are appropriately security vetted using BPSS and/or appropriate government security standard).

1.4.2 However, if our staff require remote access to Your systems, including production systems, to develop code, test, design, and recover Your operation or investigate Incidents, we will not be held responsible for any loss or subsequent realisation of risk that arises from these activities.

1.5 Responsiv Personnel

1.5.1 As per Responsiv Terms and conditions, you shall not, without Our prior written consent, at any time from the date of the Contract to the expiry of twelve (12) months after the completion of the Services, solicit or entice away from Us or employ or attempt to employ, any person who is, or has been, engaged as an employee or sub-contractor of Us.

1.5.2 Should the employee want to, or you have a direct need to retain the services on the agreement post termination, You shall approach the Responsiv Business Manager with such request, which Responsiv has the full right to contest or convince employee not to move.

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1.5.3 Any consent given by Us shall be subject to You paying to Us a sum equivalent to 45% of the then current annual remuneration (including bonus and package) of Our employee or sub-contractor or, if higher, 45% of the annual remuneration to be paid by You to such employee or sub-contractor.

1.5.4 This Clause 1.5 survives termination of the agreement for any reason, for a period as outlined in Clause 1.5.1

1.6 Hours of Planned Operation

1.6.1 Service Desk Availability: Responsiv Service desk is available 24x7 (UK Business Hours and UK out of hours) to allow customer to raise service requests and Incident tickets.

1.6.2 Products that specify 24x7 support coverage will allow tickets to be actioned outside of normal UK business hours according to severity and entitlement.

1.6.3 UK Business Hours: Fully staffed coverage hours: The Responsiv Service Desk is fully staffed during the hours of Monday to Friday between 09:00 and 17:00 excluding UK bank holidays.

1.6.4 UK Out of Hours support: 24x7 support and SLA is available. If the client selects this option, they will have manned monitoring and support, handling of Severity 1 Incidents and Severity 1 Incident resolution at all hours (24x7x365)

1.6.5 On call coverage hours: Overnight, weekends, and bank holidays excluding times included in UK business hours.

2 DEFINITIONS

Definitions used in this addendum are consistent across all support services. For the avoidance of doubt specific configurations are indicated against product names. Where any of the following terms are referred to this is their intended meaning:

2.1 **Deployed Capacity** is calculated based on the number of virtual cores available to the software installation regardless of whether those cores are in use or the number of underlying physical cores. This means that the virtual cores available to an installation must be constrained by limits that cannot be automatically changed to accommodate new workloads. Suitable constraints include hardware hosts, VMware images, or similar. Dynamic workload deployment or groups are not suitable.

2.2 **End User** means each individual or entity that Customer has authorised to access and use a supported product. End Users do not include developers, administrators, or other roles performed to deliver the support service or maintain the supported service.

2.3 **Non-production** means any software installation, or part of a software installation that makes NO tangible contribution to the running and operations of a business. Non-production installations are typically used for UAT, Unit Testing, Development, and Performance tests.

2.3.1 Non-production services cannot be used to run production workloads or to connect in any way to production systems. This includes active partners, standby servers for production, and any other installation or instance capable of taking nonproduction workloads.

2.4 **Production** means any software installation, or part of a software installation that makes a tangible contribution to the running and operations of a business. This includes active partners, standby servers for production, and any other installation or instance capable of taking production workloads.

2.5 **Responsiv, us, we, or our** means Responsiv Solutions Ltd, on behalf of itself and its suppliers and licensors. Your purchase of the Solution is solely for your internal business use and may not be resold.

2.6 **Supported Product** is the subject of a "support service", being:

2.6.1 A platform, application, system, product, set of products, installation, infrastructure, middleware, process, or other system,

2.6.2 The combination of Services and Components that constitute the supported product.

2.6.3 Software, that includes software locally installed on your systems or accessed through the internet or by other remote means including websites, portals, and cloud-based solutions used by a component and required for the proper operation of the supported product.

2.7 **Supported Product Component** means any software, library, utility, tool or other computer or program code, in object (binary) or source-code form, as well as the related documentation, supported by us in connection with a supported product.

2.8 **Third-Party Products** means any non-Responsiv, or non-Cloud Partner software or services provided, made available or otherwise used in connection with the Solution, including any Customer Solution or any other Customer or third-party provided software, hardware, or services.

2.9 **Service Delivery Manager** means Responsiv 's resource who provides overall direction and who coordinates logistics across the Responsiv team. This individual has responsibility for establishing a framework for planning, communications, reporting, process management and contractual activity.

2.10 **Service Period** means the term of the contract during which Responsiv is contracted to deliver the services.

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2.11 **You, your, or Customer** means the end-user entity that you represent, and which may be further identified in the applicable Solution Description, Order Form, End User Acknowledgment Form, or online order process, and includes any of your affiliates that expressly agree to, or are otherwise legally bound by, this Agreement.

3 SUPPORT SERVICES

3.1 Support Service is the organisation, personnel, and systems that are used to monitor and maintain a supported product. Responsiv support services address various needs using the following classes:

3.2 Warrantee

3.2.1 Product Warrantee is provided for Responsiv branded products and referred to as Support and Subscription. This warrantee provides a remote support (product support) service, and entitlement to upgrades and patches that apply to the supported product.

3.2.2 Unless otherwise specified in the Attachment, Agreement, or Offer, Responsiv support development, operations, and planning for non-Responsiv products without warranties of any kind.

3.2.3 Responsiv does not warrant uninterrupted or error-free operation of supported products, or that Responsiv will correct all defects or prevent third party disruptions or unauthorised third-party access to a supported product.

3.2.4 Responsiv warranties will not apply if there has been misuse, modification, damage not caused by Responsiv, failure to comply with instructions provided by Responsiv, or if otherwise stated in an Attachment, Offer, or Agreement.

3.2.5 These warranties are the exclusive warranties from Responsiv Solutions and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.

3.2.6 When Responsiv products reach "end of life" or "end of support", a warrantee is no longer available. Customers that continue to operate perpetual software that is end of support can purchase support products that include "Extended Support without Subscription" detailed below.

3.3 Product Support

3.3.1 We will respond to discretionary requests that are specific to a supported service or product.

3.3.2 Product Support is provided for Responsiv branded products purchased on a perpetual basis for an initial period of 12 months and can be extended beyond that by purchasing annual extensions to the warrantee.

3.3.3 Product Support is provided for Responsiv branded products purchased on a subscription basis for the period of subscription and is extended with subsequent subscriptions.

3.3.4 Product support is triggered by the arrival of a service request of any severity at the Responsiv Service Desk.

3.4 Product Subscription

3.4.1 Product Subscription is provided for Responsiv branded products purchased on a perpetual basis for an initial period of 12 months and can be extended beyond that by purchasing annual extensions to the warrantee.

3.4.1.1 Product subscription for Responsiv branded products purchased on a perpetual basis is not required to continue using the product and patches or upgrades already downloaded under the relevant entitlement and prior to cessation of the product subscription.

3.4.2 Product Subscription is provided for Responsiv branded products purchased on a subscription basis for the period of subscription and is extended with subsequent subscriptions.

3.4.3 Product subscription provides Customer with entitlement to use the product and to download and use patches and new versions of a product for which there is an active subscription.

3.4.4 In all cases entitlement to download patches and upgrades ceases when the subscription expires. For the avoidance of doubt, this means that customer can no longer download patches released before or after subscription expiry.

3.5 Extended Support without Subscription

3.5.1 Extended Support is support provided for products that are no longer cost-effectively supported through the "normal" support channels.

3.5.2 Extended Support does not include subscription to patches and upgrades.

3.5.3 Security products and products with cryptographic elements that are non-replaceable and inaccessible to Responsiv are not in scope of this support agreement.

3.5.4 Support may be suspended in the event of a failure that cannot be worked around without access to original vendor software (requires re-installation).

3.5.5 In no event is hardware included in this support service. Situations where this will terminate this support agreement includes where support of such hardware would need specialist or support is no longer available and is not supported in any event.

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3.6 Remote Assistance Support

3.6.1 Remote Assistance Support is triggered by the arrival of a severity 3 or severity 4 service request into the Responsiv Service Desk.

3.6.2 We will remotely provide technical expertise and experience to support Customer by answering questions, mentoring, reviewing, and providing code snippets as appropriate.

3.6.3 This does not include Incident response services.

3.6.4 Remote support does not include leading, managing or delivering artefacts.

3.6.5 It remains Your responsibility to authorise changes and confirm fitness for purpose of any proposed or implemented changes made on Your behalf by Responsiv.

3.7 Remote Incident Support

3.7.1 Remote Incident Support is triggered by a severity 1 or severity 2 (Incident) service request regarding a component of the "Supported Product". It cannot be used for ad-hoc requests or Incidents that do not involve system unavailability.

3.7.2 Remote Incident Support does not include discretionary requests for service. It is solely to respond to unexpected and non-discretionary Incidents.

3.7.3 "Incident" is an unexpected and unplanned interruption to a supported product that impacts the ability of the supported product to perform its work to the designed maximum capacity, including failure of a service component that has not yet affected service.

3.7.4 Incident Management is the process of restoring services after an Incident to normal operations as per the SLA, whilst minimising the impact on the business.

3.7.5 It remains Your responsibility to authorise changes and confirm fitness for purpose of any proposed or implemented changes made on Your behalf by Responsiv.

3.8 Remote Hypercare Support

3.8.1 Hypercare is a project-centric remote support service for projects that are deploying new features, upgrades, or capabilities. The service removes the need to maintain a development team for support and frees those resources to continue development or move to new projects.

3.8.2 Remote Hypercare Support is triggered by the arrival of a severity 3 or severity 4 service request into the Responsiv Service Desk.

3.8.3 We will remotely provide technical expertise and experience to support Customer by answering questions, mentoring, reviewing, and providing code snippets.

3.8.4 This includes Incident response services.

3.8.5 It remains Your responsibility to authorise changes and confirm fitness for purpose of any proposed or implemented changes made on Your behalf by Responsiv.

3.9 Managed Services

3.9.1 Managed Services provide monitoring and maintenance for one or more Information Technology Installations, including:

3.9.1.1 Monitoring machine resources, security, and product versions as appropriate

3.9.1.2 Installation of patches, upgrades, and capacity

3.9.1.3 Active investigation and configuration of the running platform

3.9.2 Additional capacity may incur additional license or resource charges from Responsiv and from software and hardware suppliers.

3.9.3 Managed services require that all components of "supported product" have an active Incident support agreement and either (1) active support and subscription, or (2) active extended support.

3.10 Cloud Support Services

3.10.1 Supported Product includes software embedded in the Responsiv cloud platform, hosting, networks internal to the Cloud Platform, Cloud firewalls, configuration, and storage.

3.10.2 Supported Product does not include connections between the Responsiv Cloud and Customer, security certificates, data, and applications deployed to the Responsiv Cloud that are not part of the cloud platform.

3.10.3 Cloud Support does not include support for user provided software or custom software developed by Responsiv, Customer, or a third party.

3.10.4 Cloud Support includes Incident support, support and subscription, and managed services for the "supported product".

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4 SERVICE PERFORMANCE MEASURES

4.1 Description

4.1.1 "Service performance" measures performance of the support service in its undertaking to meet the service level agreement attached to a supported product.

4.1.1.1 "Support Service" is the service provided by Responsiv to ensure that the supported product is operating within the agreed service levels.

4.1.1.2 "Service Performance" is measured by observing "performance measures" in the running product and comparing them to the agreed service level for a selection of metrics.

4.1.2 Service Level Agreements (SLA) are measures of the proportion of time a measure is breaching an agreed absolution threshold during an agreed service period.

4.2 Service Period

4.2.1 Service Period is a repeating period during the Service Term that is used to determine performance indicators used to describe service performance and define the service level agreement.

4.2.2 Support Service Availability is the times of day, week, month, and year that the support service is planned to operate to accept new service requests, and Incidents, and when those requests will be handled.

4.2.3 Responsiv support services use a calendar month service period.

4.2.4 T_{noop} (Time of No-Operation) is calculated:

4.2.4.1 Between start and end of the service period to be either the Absolute Service Period (ASP), or Operating Service Period (OSP).

4.2.4.2 For the absence of doubt, this means that a service operating 8 hours a day with a service period between 1st Aug and 10th Aug has:

4.2.4.2.1 an ASP of 10 days or 240 hours, and

4.2.4.2.2 an OSP of 80 hours.

4.3 Sampling Period

4.3.1 Sampling period is a finer grained repeating period used to determine performance indicators and is used to describe service performance and define the service level agreement. Responsiv uses minutes sampling periods.

4.3.2 T_{noop} (Time of No-Operation) is calculated:

4.3.2.1 To be one minute to deliver samples of performance measures (latency, throughput) each minute.

4.3.2.2 Latency duration is calculated to exclude periods of no-operation, for example a request that is delayed by planned maintenance will be adjusted for the maintenance.

4.4 Clock Stop

4.4.1 Our obligation to resolve or respond to an Incident in accordance with the service level agreement will be suspended for any period of Clock Stop applied to that specific Incident. A Clock Stop can occur in the following circumstances:

4.4.1.1 An Incident is caused by a dependent capability for which Responsiv has no responsibility.

4.4.1.2 An Incident is passed or handed to You or a third party that is not within the control of Responsiv.

4.4.1.3 Including but not limited to interaction with or dependency on third party code and scripts, rebuilds of file systems, operating system patches and upgrades, patch levels, the need for host or network recovery, the availability of light, power, air conditioning and utilities, the availability of hardware and peripherals in good workable condition.

4.4.1.4 An Agreement between Responsiv and You to stop the clock.

4.5 Service Availability

4.5.1 The service is assumed to be available for the portion of the service period that it is not unavailable.

4.5.2 While available, the supported service can process minimum workloads in accordance with the supported-service description including providing such reports as are required within the timescales specified.

4.5.3 Supported Product Availability is the times of day, week, month, and year that the support service is planned to operate to accept new service requests, and Incidents, and when those requests will be handled.

4.5.4 A service is available when it can perform useful work as measured at the service boundary. Services that cannot be accessed due to external problems outside the scope of this support agreement are considered available.

4.5.5 Useful work is performed when the externally observed throughput and latency of the system is higher than the defined minima.

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4.5.5.1 Stopped: System is entirely non-functional.

4.5.5.2 Non-functional: System is operating and can process some types of work from end to end, however the full functionality is not available.

4.5.5.3 Below-Minimum-Function: Service is not capable of performing its defined work to the defined minimum standard.

4.6 Supported Product Performance Measures

4.6.1 Supported Product Performance Measures, measures the performance of the subject of the service level agreement.

4.6.2 System Performance is measured using performance indicators: performance (latency and throughput), availability (proportion of time the system is available), and reliability (number of failures and time between failures).

4.6.3 Performance Indicators and Measures can be measured from different perspectives, being: External (observed), Absolute (overall), and Internal (component).

4.7 External Performance Measures (EPM)

4.7.1 EPM measures are collected at the margins of the supported product. They include External Latency, External Throughput and External Availability, as experienced by an outside observer during the supported product's normal operating hours.

4.7.2 External Latency

4.7.2.1 Externally observed latency $EX_{latency} = \frac{\sum_1^n (Tout - Tin - Tnoop)}{n}$ and is the average time (delay) between a request entering the system and response leaving the system.

4.7.2.2 Measures for each request are: Tout = Time of Response, Tin = Time of Request, Tnoop = Duration of Expected Non-Operation, including maintenance and non-operational parts of the week. The number of requests entering the system during the sampling period is designated (n).

4.7.2.3 The delay is adjusted for any part of the delay that falls into a time when the system is not operational. This means that a system operating between the hours of 08:00 and 24:00 will disregard any latency that falls between 00:00 and 08:00.

4.7.3 External Throughput

4.7.3.1 Externally observed Throughput $EX_{throughput} = \frac{\sum_1^n response}{n}$ is the average number of request/response pairs processed by the system during the sampling period.

4.7.4 External Availability

4.7.4.1 Externally observed Availability $EX_{available} = \frac{\sum Periods\ of\ availability}{Service\ Period}\ is$ a measure of availability as experienced from outside the system and expressed as a proportion of the service period.

4.7.4.2 Planned non-availability due to hours of operation and planned maintenance is excluded from this measure.

4.7.4.3 Component failures that do not result in loss of availability are excluded from this measure.

4.8 Absolute Performance Measures (APM)

4.8.1 APM measures are measures that are collected at the margins of the supported product. They include throughput, Latency, Availability as experienced by the system regardless of whether they are observable externally.

4.8.2 Absolute Availability is the only APM measure used in Responsiv SLAs. This is a measure of the availability of all parts of the supported product, including components that are duplicated to avoid externally observable failures.

4.8.3 Absolute Availability is calculated to be the sum of Time Available (T_c) for each component divided by the Service Period, multiplied by the number of components (N_c) $ABS_{available} = \frac{\sum Tc}{Service\ Period\ x\ Nc}$

4.8.4 Parts of the supported product that are considered less important can be assigned a service period that reflects the proportion of time that they are important. For example, a component is only required for one day every ten days can be assigned a service period of 1/10th of the service period for the supported product.

4.9 Internal Performance Measures (IPM)

4.9.1 IPM measures are measures that are collected about availability of, and interactions between, internal components of the supported product. They include throughput, Latency, Availability as experienced by each measured component at any time.

4.9.2 External Availability measures can be applied to internal components to measure their boundary performance and availability. The calculations are the same.

4.10 RTO Period

4.10.1 Return to Operation (RTO) is the time for a given period of unavailability to be resolved. The period starts at the ticket being picked up for processing and ends with the service restored to a minimum processing state.

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4.10.2 RTO does not include time between ticket being raised and our first response and does not include time between RTO (when ticket is resolved) and ticket closed.

4.11 Reliability

4.11.1 Reliability is a measure of the likelihood of the service failing. It is a count of the number of failures.

4.11.2 Mean Time to Failure is the average time between failure Incidents.

5 SERVICE PROCEDURES

5.1 Service procedures vary according to the type of support service. The SLA for each support service will indicate which support procedures are provided.

5.2 Ticket Response Performance (Responsiv Service Desk)

5.2.1 All tickets are assigned a severity and this severity governs their response and resolution times.

5.2.2 Should conflict arise during resolution of a Ticket (e.g., each party believes resolution responsibility resides with another party, disagreement with regards to severity level, etc.), then If the Service team cannot resolve the conflict in the parameters set by the relevant SLA governing the Incident for the ticket type, the Responsiv Manager will meet your representative to resolve the issue based on the SLA escalation times for this level of issue as outlined in clause 5.6 below.

5.2.3 The scope of the Support Service SLA is described using the services provided and the hours of planned operation.

5.2.4 Performance indicators for all cases are dependent on the SLA.

5.2.5 The scope of Responsiv Support Services and performance indicators are:

5.2.5.1 Ticket Response Performance

5.2.5.1.1 Time to Respond compared to SLA Target Response time, maximum response time.

5.2.5.1.2 Time to Closure compared to SLA Target Recovery time, maximum recovery time.

5.2.5.1.3 All clocks will pause between availability periods according to your SLA. This means that if you have 7x24 response cover then the clock will not pause for this reason. If you have UK Business Hours, then the clock will paus at all other times.

5.2.5.2 Problem Resolution Reporting

5.2.5.2.1 Time to Report compared to SLA Target Problem Report Time, maximum Problem Report Time.

5.2.6 Responsiv Service Desk

5.2.6.1 The Service Desk provided by Responsiv in which all Incident and Problem records and Service Requests pertaining to the Supported Product should be logged and actioned. Access will be provided to the relevant End User personnel.

5.2.6.2 Responsiv will respond to Incidents manually raised by End Users through this portal, and to tickets raised by monitoring software.

5.2.6.3 Responsiv will respond to requests as soon as is reasonable and within the terms of Your entitlement.

5.2.6.4 Service requests will be managed in the order they arrive.

5.2.7 Ticket Acquisition

5.2.7.1 On arrival the Time to respond and time to resolution clocks will start.

5.2.7.2 Service and Incident request severity will be modified to accommodate the terms of active entitlements. This means that entitlements with highest severity 3 will downgrade all severity 1, severity 2 requests to severity 3.

5.2.8 Response

5.2.8.1 The "Time to Respond" clock will stop on the first attempt to contact Customer.

5.2.8.2 Responsiv will attempt to respond and resolve the problem or gather information to lead to a resolution.

5.2.8.3 Responsiv will progress tickets and maintain the case until either the case is successfully closed, you request the case to be closed, or you do not respond to two requests for information or attempts to progress from us.

5.2.8.4 Multiple response may be required before closure.

5.2.9 Closure

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5.2.9.1 The "Time to Closure" clock will stop when Responsiv marks the ticket for closure or the ticket is closed, whichever is sooner.

5.2.9.2 Responsiv will automatically mark tickets for closure when Customer does not respond to two consecutive requests for information or action, or when customer fails to act on recommendations or agreed actions in a timely manner.

5.3 Service Preparation

5.3.1 Service preparation comprises the work needed to complete the verification of the scope of a Managed Service Engagement or a Service Management Engagement, and to establish the working processes required to deliver them.

5.3.2 This work is for the sole benefit of Responsiv in delivering the service and will be to a quality and scope considered by Responsiv to be sufficient for that purpose, with the sole purpose of Responiv to be able to start delivery of the specified service.

5.3.3 Service Preparation is not subject to a service level agreement.

5.3.4 During Service Preparation, Responsiv will collect and review information to ensure that We can effectively operate the service and respond to Incidents and understand Your processes to achieve the Platform Target Operating Levels.

5.4 Change Management

5.4.1 While changes to the Support Service or Managed Service can be made it needs to comply with the following and be agreed to in writing by both parties.

5.4.1.1 Changes made to the supported product and under the management of Responsiv are initiated by the Responsiv Service Desk

5.4.1.2 Changes must be agreed by the Responsiv support service, and any ongoing liability costed into the support service.

5.4.1.3 Unless otherwise agreed, any changes will incur overage charges or additional fees.

5.4.2 Any deviations to Service scope or unmet dependencies on You, that arise during the Service Period will be managed by the Service Delivery Manager and may result in adjustments to the Delivery Scope, Schedule, Charges, and other terms.

5.5 Escalation and Dispute Resolution Management

5.5.1 SLA governance includes targets, measures, process, and penalties to measure and assure the effectiveness of each support service in maintaining availability and performance of Information Technology installations under our management.

5.5.2 Should a conflict arise during our delivery of a service, Responsiv commit to cooperate in an escalation service with the following steps:

5.5.3 Tickets and SLAs

5.5.3.1 Should we be in breach of any service level commitment as set by the SLA, then this should be escalated to the Responsiv Service Delivery Manager who would review and resolve the matter in 5 working days.

5.5.3.2 Ticket conflict involving failure to agree responsibilities between the parties or disagreement on Severity Level. If the Support Service teams cannot resolve the conflict within two (2) working days, then our Service Delivery Manager will meet your representative to resolve the issue.

5.5.3.3 If either of these cannot be remedied, then the Service Delivery Manger will escalate to the respective account managers and management teams.

5.5.3.4 The Service Delivery Manager would deal with all commercial impacts including Service Penalties due to any SLA failure, where these may be relevant.

5.5.4 Underlying and business level escalations with regards to any item NOT associated to a ticket

5.5.4.1 Contact the Responsiv account manager in writing (email or post), stating the item being escalated. Should the account manager not be able to resolve the issues in due course, the issue should be escalated based on the nature of the issue as set out below.

5.5.4.2 Commercial

5.5.4.2.1 All items related to a change in commercial terms or that could have an impact on commercial terms should be escalated to the Responsiv Sales Manager if the Responsiv Account Manager cannot resolve these in due course.

5.5.4.2.2 This includes but is not Limited to changes in scope, price, or payment terms.

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5.5.4.3 Working practice

5.5.4.3.1 Any issues around reasonable practice, agreed practice, conformance, etc. that causes a concern or failure that cannot be resolved by the team, or the Responsiv Account manager must be escalated to the responsive Operations manager.

5.5.4.4 Team

5.5.4.4.1 For any conflict between people and grievance procedures please escalate directly to the Responsiv Account Manager, who will escalate to Responsiv management and HR if needed.

5.5.4.5 Legal

5.5.4.5.1 For any legal dispute, penalties or breaches or potential breaches of contract the Responsiv account manager will escalate to the Responsiv Business manager, who will deal with these issues in due course.

5.6 Problem Management

5.6.1 A problem is announced when it is the cause of one or more Incidents that either has the same impact of same potential or defined underlying cause.

5.6.2 Problems can be raised in response to one or more Incidents, or they can be raised without the existence of a corresponding Incident.

5.6.3 The primary objective of Problem Management is to prevent Problems and resulting Incidents from happening, to eliminate recurring Incidents from happening, and to minimise the impact of Incidents that cannot be prevented. Root cause analysis will determine the best resolution and prevention. The process also includes collaboration with the End Client to ensure that all resolutions go through the appropriate Change Management process.

6 SERVICE PENALTIES

6.1 Service Credits are used by some Support and Managed Service products to compensate Customer for the severity and duration of breaches to the agreed level of service in an SLA and parameters as set out in that SLA is breached.

6.2 Service credits are not applicable unless they are specifically included in the Product Entitlement for a specific support product.

6.3 One Service Credit is awarded for each 1% of non-availability that breaches the SLA.

6.4 SLA and Service credit Suspension: SLA breach and any Service Credit award is suspended for the supported service or specified components of the supported service under the following conditions.

6.4.1 Supported Service is experiencing demand that exceeds the **Capacity Expected** threshold.

6.4.2 Supported Service is unavailable due to external failures that are outside Responsiv control.

6.4.3 By mutual agreement

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7 TERMINATION OF MANAGED SERVICE AGREEMENT

7.1 Should a customer decide to terminate a Managed Service agreement, for whatever reason, the terms of this clause will apply. Grounds of termination is defined in the General Terms and Conditions is fully applicable to this agreement and clause 0 specifically.

7.2 Service Termination Plan and Termination Assistance is optional with additional costs associated and must be explicitly included in the transaction document or product entitlement for this section to be included in the agreement. If this is included, then the exit will be managed as described in the plan and the terms of section 7.6 will apply.

7.3 If the option for Service Termination assistance was not selected Responiv will simply hand over all documentation and system access as required to the customer at the end of the contract. No training, replacement onboarding or transition support will be provided and should these be required a time and material proposal will need to be finalised separately.

7.4 If the Managed Services Agreement is terminated without fault (meaning that Responsiv has not failed to deliver a reasonable and appropriate service), then customer shall cover the cost of termination of services that Responsiv has reasonably entered to provide the support service and if applicable supported product. For Assisted Termination the costs will be as specified in the Termination plan.

7.5 The Termination Notice

7.5.1 Termination is enacted by either party serving a "notice of termination and request for termination services (The Termination Notice) that specifies:

7.5.1.1 Date of final termination.

7.5.1.2 Reason for termination and justification of such termination.

7.5.2 The termination Notice will also specify based on the reason of termination, if this is an Ordinary or an Emergency Exit where:

7.5.2.1 **Ordinary Exit** means any termination of the whole or any part of this Agreement which occurs: (i) pursuant to the agreements clause on termination rights, or (i) the Responsiv terms and conditions referenced in the agreement, subject to any explicit changes made in the agreement, and where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to six (6) months; or (iii) as a result of the expiry of the Initial Term or any Extension Period.

7.5.2.2 **Emergency Exit** means any termination of this Agreement which is where the period of notice given under that Clause is less than to six (6) months and (i) termination of the provision of the Services is for any reason prior to the expiry of any period of notice of termination served pursuant to any right to terminate as stated in the agreement or in the Responsiv terms and conditions, (ii) wrongful termination or repudiation of this Agreement by either Party, (iii) impossibility by Responsiv to reasonably deliver the service in a safe and appropriate manner or (iv) insolvency of either party.

7.5.2.3 Note that in an insolvency event termination of services will take place immediately.

7.5.3 The Customer may extend the period of termination assistance beyond the period specified in the Termination Assistance Notice provided that such extension is an assured extension for more than six (6) months after the date of final termination and is approved by Responsiv.

7.6 Service Termination Plan

7.6.1 Responsiv will deliver to Customer an Exit Plan within two months from the completion of the Service Preparation Phase that:

7.6.1.1 Details our proposed methodology for achieving an orderly transition of the relevant Support Services and Supported Products in the event of emergency or ordinary termination of this agreement, partial termination, or expiry.

7.6.1.2 A detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit.

7.6.1.3 Describes the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit.

7.6.1.4 Mechanisms for dealing with Ordinary Exit

7.6.1.5 Provisions relating to Emergency Exit being prepared on the assumption that Responsiv may be unable to provide the full level of assistance which is required by the provisions relating to Ordinary Exit.

7.6.1.6 A mechanism for dealing with Partial Termination on the assumption that Responsiv will continue to provide the remaining Services under this Agreement should both parties agree to the change of scope and commercials.

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7.6.1.7 Responsiv may review and update the Exit Plan during the term of the support service. Changes to the exit plan will be submitted for Customer approval.

7.6.1.7.1 The parties shall use reasonable endeavours to agree the contents of the Exit Plan.

7.6.1.7.2 If the Parties are unable to agree the contents of the original or changed Exit Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.7 Service Termination Assistance

7.7.1 In preparation for service termination or contract expiry on notice of termination Responsiv will:

7.7.1.1 Responsiv will submit for Customer approval the Exit Plan in a final form that could be implemented immediately.

7.7.1.2 Create and maintain a register of all sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Support Services.

7.7.1.3 Document details of the Service(s) including operating procedures for all documented support processes and any manuals or process flows as applied by as but excluding product specific information (it is assumed the replacement vendor will have the relevant product skills).

7.7.1.4 Detailed processes, flows, documentation or manuals for patch and software upgrade processes will be provided in terms of how we support these but excluding any training or documentation on the products (it is assumed the replacement vendor will have the product skills).

7.7.1.5 Provide to Customer representatives the latest version of material and information developed during preparation for service termination details of any key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment, and novation

7.7.1.6 Complete updates of the Service Termination information on an as-requested basis as soon as reasonably practicable of a request in writing from the Customer.

7.7.1.7 A list of on-going and/or threatened disputes in relation to the provision of the Services.

7.7.2 Phased migration of the Support Services from Responsiv to a replacement Supplier, such that certain of the Services are handed over before others. This will be handled as a series of partial terminations.

7.7.3 Asset Handling: The exit plan will include the process for managing assets and continuation of business during the cessation of support. Notwithstanding this plan Responsiv will (i) not terminate, enter into or vary any Sub-contract except to the extent that such change does not or will not affect the provision of Services or the Charges, (ii) Subject to normal maintenance requirements make material modifications to, or dispose of, any existing Assets or acquire any new Assets, or (iii) terminate, enter into or vary any licence for software in connection with the Services.

7.7.4 Responsiv acknowledges that Customer may disclose our confidential information to an actual or prospective replacement supplier or any third party, to the extent that such disclosure is necessary in connection with such engagement and subject to proper NDA's being in place for such disclosure.

7.7.5 Responsiv will notify the Customer of any material change to the Service Termination information that may adversely impact upon the potential transfer and/or continuance of any Services and shall consult with the Customer regarding such proposed material changes.

7.7.6 Responsiv may charge the Customer for our reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6)-month period.

7.7.7 Any time needed for meetings with any parties taking over the service will be defined in the Exit Plan, and both parties will make themselves reasonably available during this period. Any delay that would impact the Termination to be completed as planned will immediately be escalated to the Responiv Service Manager who will work with parties to ensure setting up meetings or counter party availability is not delaying the handover.

7.7.8 Continuation of service

7.7.8.1 Responsiv will continue to provide support Services and the Termination Services at no detriment to the Target Performance Levels, save to the extent that the Parties explicitly agree otherwise until the agreed termination date.

7.7.8.2 If it is not possible for Responsiv to reallocate resources to provide such Termination Assistance without additional costs to the Customer, any additional costs incurred by Responsiv in providing such reasonable assistance that is not already in the scope of the Termination Services or the Exit Plan shall be subject to the Change Control Procedure, where any change of scope needs commercials agreed as in the normal course of the relationship and this agreement.

7.8 **Termination Obligations:** Upon termination Responsiv will

7.8.1 Cease to use and return or erase all Customer software and data (collectively referred to as data).

7.8.2 Provide Customer with a complete and uncorrupted version of the Customer Data in electronic form.

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7.8.3 Maintain a copy of Customer's data for a maximum of six (6) months following the Termination Date, unless the Customer also specifically requires the backup to be destroyed before then.

7.8.4 Erase Customer data (subject to regulatory requirements) from any computers, storage devices and storage media that are to be retained by Responsiv.

7.8.5 Customer software is software licensed by Customer for the sole purpose of allowing Responsiv to provide the support service, or to allow Responsiv deliver the supported program.

7.8.6 Vacate Customer premises.

7.8.7 Provide access during normal working hours to Customer for up to twelve (12) months after the Partial Termination, expiry, or termination of this Agreement to members of the Responsiv team as have been involved in the design, development, and provision of the Supported Service and who are still employed by the Supplier, provided that the Customer shall pay the reasonable costs of Responsiv.

7.9 Termination Charges for clients without Exit Assistance

7.9.1 Costs will be calculated for providing the Termination Services for inclusion in the Exit Plan. If no Exit Plan has been agreed, the costs of providing Termination Services shall be determined in accordance with the Change Control Procedure.

7.9.2 Responsiv consider Termination activities to be projects, which are charged as projects and operated as projects with three parts: (i) Exit Planning, (ii) Exit Preparation, (iii) Service during Exit and Exit. These will be drafted in proposal format for client to be approved in the change control procedure.

8 SERVICE REPORTING

8.1 Service reporting is available for managed services and Incident response services.

8.2 Service Reporting is provided by support services for the sole purpose of providing point-in-time assessments of the state of the supported product, performance of the support service, and risks that may impact the supported product.

8.3 Service Reports are assembled from information available at the time of assembly and may include incorrect information and includes:

8.3.1 **Service Level Reports (SLA)** that provide a breakdown of measured performance against service level for each performance metric in scope for the type of service being provided. This means that remote assistance support will not include supported product measures. These reports:

8.3.1.1 Includes Supported Product overview, scope, exclusions, and known risks.

8.3.1.2 Excludes parts of the supported product that are agreed to be out of scope for SLA.

8.3.1.3 Includes Performance indicators appropriate to the support service and the supported product.

8.3.2 **Managed Service Status Reports** provide a breakdown of the managed service performance and these reports:

8.3.2.1 Includes Service Overview and description of the service and its use, known risks and components that are out of scope.

8.3.2.2 Provide details on temporary workarounds (considered and managed as risks) and Permanent work arounds (considered part of the supported product).

8.3.2.3 For each Performance Indicator (PI) the performance achieved over the Service Period, and the previous measurement period are shown.

8.3.3 **The Support Service Status Report** is produced to inform stakeholders of the point in time status of the supported service. It includes the following information:

8.3.3.1 Summary of Performance Failures that occurred during the Service Period

8.3.3.2 Summary of planned work, including process changes and remediation following root cause report.

8.3.4 **Root Cause Reports (RCA)** are produced after an important Incident regardless of its impact on the SLA.

8.3.4.1 They provide a description of the problem, the approach, resolution (if known), and lessons learned (how it will be avoided or how we will respond if it happens again).

8.3.4.2 The are also known as Critical Incident or Problem Report / Root Cause and Rectification Report

8.3.5 **Ticket History Reports** are available on the service portal and provide:

8.3.5.1 Details on numbers of, including by period, severity resolution time, etc.

8.3.5.2 These are self-access reports or can be included in a service report if so specified.

8.3.6 **Forward Planning Report** that provides information regarding the support service or supported product in respect of the next Quarter

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9 SERVICE LEVEL AGREEMENTS BY PRODUCT TYPE

9.1 Ticket Response SLA Performance

Responsiv provides standard response times on tickets based on a severity level. Severity levels are defined by Product and is set based on the overall business impact of the Incident on the customer business.

Severity Description	Target Response Time	Maximum Response Time
Severity 1 (Critical) Production Service Capacity dropped below Capacity Min. Supported product is incapable of delivering the capacity min functionality or performance and the situation is impacting production operations. This includes system-down and system-imminent-failure situations.	2 hours	4 hours
Severity 2 (Urgent) Service not performing in accordance with Capacity Max. Incidents that prevent you from conducting or processing relevant business or that cause a breach of applicable laws or regulations within the resolution time. Loss of a second site, failure of one or more resilient components, failure of a feature of a non-resilient component.	4 hours	8 hours
Severity 3 (High) Incident materially affects or threatens to affect the use of the supported service that is not a severity Level 1 or 2 issue. Incidents that have an impact on your ability to conduct or process relevant business efficiently and effectively in terms of operational procedures, or internal management reporting.	6 hours	10 hours
Severity 4 (Medium) Non-Incident service requests (not Incidents) that do not materially affect the use of the Service.	24 hours	48 hours

9.2 Summary of all products

Responiv has the following support products, with details of the relevant severity, measures, and available reports for each. For details on each of these products refer to the relevant Product Description.

Support Service Type	Supported Severities	SLA Measures	SLA Reports
Warrantee combines Support and Subscription			
Product support	1,2,3,4	Ticket Response Performance	Ticket History
Product subscription		N/A	Download History
Extended support without subscription	1,2,3,4	Ticket Response Performance	Ticket History
Remote assistance support	3,4	Ticket Response Performance	Ticket History
Remote Incident support	1,2,3,4	Ticket Response Performance	Ticket History Root Cause Report
Managed services	1,2,3,4	Ticket Response Performance Supported Product SLA	Ticket History Root Cause Report Service Report
Cloud support services	1,2,3,4	Ticket Response Performance Supported Product SLA	Ticket History Root Cause Report Service Report
Hypercare	1,2,3,4	Ticket Response Performance Supported Product SLA	Ticket History Root Cause Report Service Report

10 END OF ADDENDUM

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