

Xledger
Service Definition
Cloud Support



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Support Service Specific Terms

These Specific Terms (“Support Service Specific Terms”) contain the terms and conditions that govern the provision of the support services provided by Xledger in relation to the Application (as defined below). These Support Service Specific Terms form part of the Agreement (as described within the General Terms and SaaS Specific terms). The definitions and rules of interpretation set out in the General Terms and the SaaS Specific Terms apply in these Support Service Specific Terms.

GENERAL DESCRIPTION

The Support Services are provided to the Customer so that standard application and technical functions of the Xledger the Application continue to perform as per the SaaS Order, design documents and scope.

For all other applications or technical functions and/or errors caused by the Customer’s information systems and/or external third party products or services, Xledger may assist the Customer and any third party suppliers in diagnosing and resolving these issues or errors. However, the Customer acknowledges that these are outside the scope of the Support Services. Xledger reserves the right to charge at our then-prevailing rates.

SUPPORT SERVICES

From the Services Start Date and during the remainder of the Term, Xledger shall make available to Customer, standard technical support as specified in this Agreement with respect to the Application.

The Customer must appoint two (2) Support Contacts (the “Support Contacts”). Support Services shall only be provided to the Support Contacts who have both (i) has received sufficient, appropriate training on the Xledger product in relation to the Customer’s use of the Application and/or completed and passed Xledger’s applicable training courses, (ii) been identified as Support Contacts through the Customer Support Portal. The Support Contacts will attempt to resolve issues identified by the Customer’s End Users before raising a Support Ticket.

The Customer may change the Support Contacts through the Customer Support Portal. Other End Users shall use the Documentation (including online help within the Application providing field by field documentation, troubleshooting and FAQs, learning materials) and rely on the Support Contacts for their support. It is the Customer’s responsibility to provide up to date contact details for the Support Contact. Xledger shall not be liable for any failure that relates to the Customer’s failure to appoint adequately trained Support Contacts and provide their details through the Customer Support Portal.

Where a Support Contact has not received sufficient, appropriate training, the Customer acknowledges that this must be rectified within a reasonable timeframe at its own expense. Where mutually agreed, Xledger will assist the Customer by proposing and providing a reasonable programme of additional training to facilitate the Customer’s role in relation to the operation and support of the Application.

Xledger will use commercially reasonable efforts to resolve any Error reported to Xledger by Customer in accordance with the Support Request procedures set forth below.. Xledger may make changes to the Application or any Customer configuration as reasonably necessary to resolve an Error. Xledger will notify the Customer of any such changes that are made.

Customer shall cooperate fully with Xledger in the provision of the Support Services, including by providing Xledger, in a timely fashion, with such assistance and access to such Customer premises, systems, personnel and information, each as shall be reasonably required for the performance by Xledger of the Support Services.

Xledger will make no charge to the Customer for time spent in diagnosing and rectifying errors in the Service.

If the Customer reports an error in the Application and it is subsequently determined that no error exists, then Xledger reserves the right to charge the Customer for the time spent in diagnosing the problem.

SUBMITTING A SUPPORT REQUEST

Prior to submitting an Error report or other request for Support Services (each, a “Support Request”), a Support Contact is expected to consult the relevant Documentation. If the Support Contact is unable to resolve the issue by referencing the Documentation, then the Support Contact may submit a Support Request through the Customer Support Portal. A Support Request shall be logged in English by the Support Contact. The Support Request must include enough information as reasonably necessary to assist Xledger to reproduce operating conditions similar to those present when the Customer detected the relevant Error and to respond to the relevant Support Request. This may include without limitation providing detailed problem description and screenshots to reproduce the incident.

No Support Request may be initiated by a Support Contact directly to any Xledger engineering or professional services personnel. This includes all telephone, fax, video call or e-mail contact of any kind on any subject. Xledger’s support service centre personnel will be solely responsible for determining if and when any Support Request should be referred to other Xledger engineering or professional services personnel.

Xledger will respond (as necessary) to all Support Requests via the Customer Support Portal and/or by email. Where necessary (as determined by Xledger) and/or to expediate resolution, Xledger may respond to a Support Request directly via telephone or video call.

SUPPORT SLAs

With respect to Errors properly reported by Customer in accordance with the terms of the Support Service Terms, Xledger will classify the Support Request as per the table below:

Priority Category	Priority Description	Priority Definition	Target Response Time
Urgent	Operationally critical	The Customer's use of the Application (in the production environment) is shutdown or so severely impacted that the use of the Application is impossible.	1 hour
High	Time critical	One or several critical business processes are disabled by the issue, causing major disruption but a short-term alternative solution is available.	2 hours
Medium	Important	Business processes are affected by the issue, causing some disruption. An alternative solution is available which can be instigated causing some operational impact, but is not a high priority categorisation.	4 hours
Low	Not time critical	Business processes are minimally affected by the issue. The issue can be bypassed with little operational impact, but is not a medium priority categorisation. This category also covers, but not limited to: request for new features and/or enhancements, errors in documentation and clarification on procedures.	By the end of the next Business Day

Xledger will use commercially reasonable efforts to adhere to the target response timelines.

The specific hours during which Customer is entitled to Support ("Support Hours") are 09:00-17:00, based on Xledger's Normal Business Hours, on a Business Day. All response time periods are measured starting from the first Support Hour following the reporting of an Error, and are tolled during all periods outside of the Support Hours.

The Customer must be available during the investigation, be able to answer inquiries from Xledger and provide relevant information in a timely manner. This may include providing detailed problem description and screenshots to reproduce the incident. If the relevant information or access is not made available, it may impact Xledger's ability to diagnose the Error and delay a Resolution. The Customer is responsible for ensuring that it is permitted to share any relevant data and/or information with Xledger.

Unless otherwise specified in the Order, this Support Policy sets forth Xledger's sole obligations, and Customer's exclusive remedies, in connection with any Error.

ESCALATION

In the event of any disagreement or issues relating to the provision of Support Services, the Support Contact may escalate the issue through the Support Escalation Process. Once a Support Escalation has been received, it will be handled by an Escalation Lead who will review and validate the issue. They will act as a single point of contact and drive a resolution.

The Customer shall give the Escalation Lead not less than ten (10) Business Days to resolve the issue.

The Customer shall supply a clear description of the escalation and make all supporting documentation and materials available during the Support Escalation Process.

EXCLUSIONS AND FAIR USE POLICY

Notwithstanding anything to the contrary contained herein, the following shall be excluded from the scope of the Support Services, except to the extent otherwise agreed by the Parties in writing (such as, pursuant to an Order):

- (a) any issue which, following investigation by Xledger, is determined not to be an Error in the Subscription Services, including issues related to third party software products or the failure to operate the Subscription Services in accordance with its Documentation;
- (b) any Professional Services in relation to training, development, project management, consultancy database amendments, deletion, custom mapping documents, additional works, or out of hours support.

The Customer agrees that the Support Services cannot be used in place of training or development work. Where a Customer query is identified as a request for a non-inclusive support service, Xledger will prepare a quote for the service in line with Xledger's then current prices.

The Support Services are intended to provide reasonable assistance for the use of the Application as specified in any design documents. Excessive, abusive, or inappropriate use of the Support Services may be subject to review, and Xledger reserves the right to limit or adjust the provision of Support Services to ensure fair usage for all customers.

DEFINITIONS

Application: the, databases, websites, programs, and/or any other applications incorporating our Software (including all Upgrades) and provided by you to your End User, as further described in an Order;

Error: an event experienced in relation to the Application that represents a failure of the Application to meet the requirements agreed in how the Application is designed and intended to operate;

Normal Business Hours: the hours between 09:00 – 17:00 local UK (GMT or BST as applicable) on a Business Day;

Resolution: one or more of the following actions, as appropriate, in response to a Support Request:

- i) Provision of the requested advice;
- ii) Explanation of how a particular element of functionality should be used;
- iii) Provision of an alternative method of system operation where an error has been identified and agreed;
- iv) Where no alternative method of system operation or alternative solution is possible, confirmation that an Error has been identified and logged for appropriate treatment;

Support Contacts: those representative users of Customer named from time to time as support contacts for the Services as defined in these terms;

Support Escalation Process: the escalation process as updated from time to time by Xledger, which can be provided to the Customer upon request, which sets out the process for disagreements about the provision of Support Services.

Escalation Lead: the person responsible for reviewing and validating support escalations. When a request is validated, the Escalation Lead will work with the appropriate team/(s) and act as a single point of contact for the Customer and respond with an action plan to handle the disagreement. If an escalation is declined, the Customer shall receive a clear reason why from the Escalation Lead.

Support Request: a request for Support Services;

Support Services: the support services described in these terms and conditions;

Xledger: XLEDGER LIMITED incorporated and registered in England with company number 07082723 whose registered office is at 4th Floor Tower Wharf, Cheese Lane, Bristol, England, BS2 0JJ;