

MCR Systems Ltd Support Programme

1. DEFINITIONS

- **“Incident”** means any event that is not part of the Standard Operation of a Service and/or which causes, or may cause, a failure of, an interruption to or a reduction in the functionality or performance of the Service;
- **“Non-Emergency Support”** means a support requirement that has little or no impact on the Standard Operation of a Service;
- **“Resolution Time”** means the time taken by MCR to Resolve an Incident. Such period shall commence when the Incident is Reported and end once the Incident has been Resolved;
- **“Resolve”** means in relation to an Incident: to restore the functionality and performance of the Service to its Standard Operation whether through the implementation of a Workaround or a permanent solution;
- **“Respond”** means, in relation to an Incident, and having regard to the nature of the Incident, that a suitably qualified person contacts the Customer by telephone or email to confirm the Report and/or to discuss and ascertain details of the Incident;
- **“Response Time”** means the time taken by MCR to Respond to an Incident. Such period shall commence when the Incident is Reported, and shall end once MCR has Responded to the Incident;
- **“Standard Operation”** means the operation of the Service at the functional and performance level anticipated by the parties/required by the terms of this Agreement/achieved immediately before the occurrence of an Incident;
- **“User”** means any person authorised by the Customer from time to time to use the Services;
- **“Workaround”** means a method or restoring a Service to its Standard Operation without Resolving the underlying cause of the Incident;

2. SUPPORT SERVICE

2.1 The different types of cover provided in this Programme are set out below:

Weekday	Time Period	Cover
Mon – Fri	08:00 - 17:30	Schedule of cover 1
Mon – Sat	08:00 - 22:00	Schedule of cover 2
Mon – Sun	08:00 - 22:00	Schedule of cover 3

All of the above exclude UK Public Holidays and days given in lieu of these Public Holidays. Support cover for Public Holidays, excluding Christmas and Boxing Day, is available by request at an additional premium.

Please refer to the POS Agreement for the actual Type of Cover purchased by the Customer.

2.2 Schedule of cover 1 support calls for Defects can be placed by Telephone: 0116 299 7007.

- 2.2.1 This number does not attract any additional phone charges beyond a User’s phone contract
- 2.2.2 The MCR Helpdesk is located at MCR’s Head Office in Leicester, UK.
- 2.2.3 Helpdesk 1st Line Analysts participate in regular system and hardware training.
- 2.2.4 The Helpdesk has full access to MCR’s 2nd Line Support team, also at the Leicester Head Office
- 2.2.5 The Helpdesk and 2nd Line teams have full access to MCR’s Software Development team, also at the Leicester Head Office.
- 2.2.6 All Hardware sourcing, testing and preparation and all Software development takes place at MCR’s Head Office in Leicester.

2.3 In the event that the helpdesk is busy, the Customer will be offered the facility to leave a voicemail message.

2.4 Support calls can also be logged via e-mail: support@mcr-systems.co.uk. E-mails will be attended to during office hours only (Mon-Fri, 08:00-17:30)

- 2.5 The Customer is to provide a full description of the fault and a brief description of any remedial action taken thus far.
- 2.6 The support call will be timed and dated and a reference number will be available to the Customer for tracking purposes. For calls logged via voicemail or e-mail, MCR will telephone or email the Customer with the call reference and confirm the time the support call was accepted.
- 2.7 For each call placed with MCR a "Technicians Call Report" will be generated. Action taken will be written on this report by the technician and the Customer may be expected to sign his acceptance of the work when complete. This may be in the form of a paper or electronic document.
- 2.8 Chargeable calls will be invoiced to the head office of the Customer with the delivery address as the site receiving the Service.
- 2.9 Support Calls are excluded from the terms of the Support Agreement under the following, but not exclusive, circumstances:
 - (i) Hardware fault or damage caused wilfully, through neglect or by accident.
E.g. burglary damage, spillage, dropped equipment
 - (ii) Support resource usage determined to be resulting from matters beyond MCR's reasonable control.
E.g. engineer visit for Client network issue
 - (iii) Manipulation of software data
E.g. stock or reporting records alterations caused by user input errors
 - (iv) Requests for new software functionality
 - (v) Requests for statistical information on software versions or support calls
- 2.10 MCR reserves the right to quote for chargeable work to take place and to suspend chargeable calls unless payment has been made or terms agreed.
- 2.11 MCR will make all reasonable efforts to carry out chargeable work within agreed timeframes. However, Service levels are not applicable for chargeable work.
- 2.12 Wherever possible, for Chargeable Calls, a purchase order number is to be issued by the Customer and in all cases for consumables.
- 2.13 Calls placed before 17:00 will be attended to that day or the next working day. Calls placed after 17:00 will be treated as being received the next day and will be given to the technician to be attended that day if possible or the next working day. MCR shall use its reasonable endeavours to ensure that any fault is fixed within 8 contract hours.
- 2.14 Calls placed out of office hours will be prioritised dependent upon the nature of the issue raised. Non-Emergency Support calls will be processed on the next working day.
- 2.15 If the Customer experiences any difficulties with the System, MCR will at its discretion provide the Support Service by:
 - (i) Telephone
 - (ii) Email
 - (iii) Remote Access via the Internet
 - (iv) Visit of a Service Engineer
- 2.16 The Service Engineer team are strategically based to cover England, Scotland and Wales and are required to regularly receive training on new hardware and software.
- 2.17 MCR uses carefully-vetted and trained 3rd Party companies for service and installation requirements in Northern and Southern Ireland
- 2.18 Replacement parts will be obtained from suppliers who meet the quality standards laid down by MCR. Spares will normally be purchased from the manufacturer of the equipment or the designated reseller.
- 2.19 MCR reserves the right to source spares elsewhere in the event that the manufacturer of the equipment is out of stock or is unable to provide the necessary replacement parts within a reasonable time.
- 2.20 MCR will use reasonable endeavours to correct any Defects (which are notified to it) as soon as practicable within the relevant target resolution time set out in clause 2.21 and subject to the Escalation Table below. The Customer acknowledges that MCR cannot and does not guarantee or warrant that it will correct any Defect within any specific timescale or at all.

2.21 Target response times and target resolution times will be as follows:

Definition	Response	Resolution
<u>Critical</u> This is a severe problem affecting many or all users, no workaround is available, and immediate attention is needed. Examples would be a major server outage or data unavailable.	45 minutes	8 hours
<u>Medium</u> This is moderate problem affecting a single or small number of users. A workaround may or may not be available. Examples would be individual user records locked or uncommon page producing error	2 hours	16 hours
<u>Low</u> This is a minor problem. Users will still be able to perform work. Also includes information requests.	4 hours	5 working days

For these purposes, the target response time is the time, within Contracted Hours and starting on receipt of notification of an Application Error from the Customer, within which MCR will acknowledge that it is dealing with the Application Error and the target resolution time is the time, within contract hours and starting on expiry of the relevant target response time, that MCR will endeavour to complete work on a reported Defect.

Examples of Target Definitions:

Critical

E.g. Symphony, or any of its modules, unavailable to log into or use, with the exception of during planned maintenance for which notice is supplied to users.

E.g. All tills at one or more sites unavailable to use due to Symphony having deployed corrupt program data to the tills.

Medium

E.g. Unable to program tills using Symphony because of high demand or data issue.

E.g. Hardware fault/issue affecting one till at a multi-till site.

E.g. Reporting issue of unintelligible/incorrect figures

Low

E.g. Request to change Symphony hierarchy – adding/moving tills/locations

E.g. Request for Symphony user changes – additional users or changes to security level