

1 Support Services

1. INTRODUCTION

1.1. Mercato shall provide the services set out in this Schedule

1.2. The services provided under this schedule shall consist of:

1.2.1. Operation of a telephone and email based help desk (the 'Help Desk');

1.2.2. Delivery and remote installation of patches, and fixes to the Software and/or Platform; and

1.2.3. Delivery and remote installation of upgrades and new versions to the Software and/or Platform ('Upgrades').

1.3. For the purposes of receiving the services under this Schedule the Customer shall nominate three (3) named individuals to whom the services under this Schedule can be delivered ("Support Contacts"). The Customer may change the identities of its nominated Support Contacts from time to time upon reasonable prior written notice to Mercato. The Customer acknowledges that it may not be possible for Mercato to resolve an enquiry submitted to the Help Desk in detail until it can be discussed with a Support Contact.

2. HELP DESK

2.1. The purpose of the Help Desk is to receive contact from the Customers Support Contacts (submitted through the support helpdesk website (the "Support Website") details of which are set out in paragraph 2.8 below) where an authorised user of the Software is experiencing errors or difficulties with the Software and/or requires further guidance in respect of its use. Upon submission of a request for support from a Customer Support Contact Mercato shall attempt to resolve the contact in accordance with the timeframes set out in paragraph 2.11 of this schedule.

2.2. Mercato will provide telephone access to the Help Desk for the support hours which are 9am to 5pm on all Business Days. The Customer should use reasonable efforts to resolve any errors or problems experienced with the Software prior to it being submitted to the Helpdesk. To ensure that the Case is handled effectively, any contact made to the Helpdesk should only be made by the Support Contacts.

2.3. Upon a request for support being made through the Support Website a team of Help Desk advisers will receive and confirm receipt of the request by reply email (each referred to hereinafter as the "Case"). On submitting a request for Support to the Help Desk, the relevant Support Contact will be requested to provide the following:

- 2.3.1.Support Contact Name and Email Address
- 2.3.2.Company Name and Contact ID
- 2.3.3.Software Name, Module and Version Number
- 2.3.4.Full Description of Problem including Error Codes
- 2.3.5.Priority Classification.

- 2.4. Mercato will assign the support request to an adviser who has access to an extensive knowledge database. The adviser shall attempt to resolve the Case based on the information provided by the Support Contact. Should an adviser be unable to immediately resolve the Case it will be escalated to the second line help desk.
- 2.5. Cases referred to the second line help desk will be handled by the appropriately qualified consultant who will attempt to simulate the issue through a process of replication. If the consultant is unable to replicate the issue, Mercato will seek to investigate the issue in situ using a remote diagnostic link to the Customer's system. The Customer shall ensure that throughout the period where Support Services are to be provided its computing systems shall be configured in order to be capable of receiving remote diagnostics from Mercato.
- 2.6. If, following the remote diagnostic process, the Case remains unresolved then it will be referred to the Mercato Key Contact.
- 2.7. Mercato shall respond to a reasonable number of queries from the Support Contacts where such queries are not in respect of errors in the Software. However, The Customer acknowledges that Support is not a substitute for internal training, and if Mercato (acting reasonably) believes that the volume and/or nature of queries indicates that one or more of the Support Contacts requires additional training, Mercato reserves the right to withhold response to any further queries from such Support Contacts until they have undertaken the necessary training which Mercato may charge for.
- 2.8. The contact details for the Help Desk are as follows:
 - 2.8.1.URL <https://support.onmercato.com>
- 2.9. Inquiries to the Help Desk shall be resolved in the timeframes determined by the Priority Classification given by the Support Contact on the initial contact to the Help Desk. In the event the Help Desk agent considers the Priority Classification to be lower than that estimated by the Support Contact this shall be notified to the Support Contact. In the event this notification is disputed the Parties shall escalate the dispute to the Mercato Key Contact whose determination shall be final.

2.10. The Priority Classification shall be based on the following:

PRIORITY	DESCRIPTION	EXAMPLES
1 – Severity Class A	System down or unable to access data	Users cannot log into the system Users cannot use specific function.
2 – Severity Class B	Time-critical business function out of action or malfunctioning	Cannot produce Cheques Cannot produce Invoices
3 – Severity Class C	Non time-critical business Function out of action or malfunctioning	Cannot print management report
4 – Severity Class D	Other	Advice requested regarding configuration of a report Requests for modifications to the system
5 – Training	Training Requests	See section below
6 – On site Request	On Site Support Requests	See section below

2.11. Priorities shall be actioned and resolved by the Help Desk in accordance with the following:

ACTION	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
Response from knowledgeable support consultant who will commence work on diagnosing and solving the Case within:	4 working hours	4 working hours	8 working hours	3 working days
Status Updates within:	4 working hours	8 working hours	20 working hours	6 working days
Escalate to Help Desk Manager within	4 working hours	8 working hours	2 working days	Not applicable
Endeavour To Resolve (Fix) within:	2 working days	4 working days	10 working days	Not applicable

3. SOFTWARE UPGRADES

- 3.1. Upgrades will be provided only in respect of the Software and will be offered from time to time by Mercato when they become available. For the avoidance of doubt, Mercato shall be under no obligation to release upgrades on any particular frequency.
- 3.2. Where a new release of the Software is available Mercato shall notify the Customer and the Customer request a copy of that release, subject to agreement between the Parties over the charges for such new release (agreed in accordance with paragraph 3.4).
- 3.3. the Customer shall not be obliged to implement an Upgrade unless:
- 3.4. The version which the Customer is running is due to be dropped from Mercato's list of supported software
- 3.5. Delivery and implementation of an Upgrade will be agreed between the Parties in writing and implementation will be charged for in accordance with paragraph 4.1 of Schedule 2.

Excluded Services

Support does not include the following which (if provided at Mercato's sole discretion) may be charged by Mercato at its standard time and materials rates, unless otherwise agreed:

- 3.6. support of other software not supplied by Mercato;
- 3.7. rectification of lost or corrupted data unless such data loss or corruption is caused by Mercato;
- 3.8. diagnosis and/or rectification of problems not associated with the Software or the Platform;
- 3.9. loss or damage caused directly or indirectly by operator error; and
- 3.10. on-site support to the Customer and/or Clients.