



SUPPORT SERVICES AGREEMENT.

1. DEFINITIONS

"The Licensed Applications" means the software modules listed in Section 3 of this agreement but also such segments of program code or any Updates that may be provided by the Licensor from time to time.

"The Software" means that the software modules listed in **SOFTWARE SUPPORTED BY THIS AGREEMENT** section, but also such segments of program code or any Updates that may be provided by the Licensor from time to time.

"The Software Materials" means the Licensed Applications and supporting Multimedia.

"A Named User" means an individual authorized by the Licensee to use the Software Materials that are installed on the Designated System, regardless of whether the individual is actively using the programs at any given time. A non-human operated device will be counted as a named Licensee in addition to all individuals authorized to use the Software Materials, if such devices can access the Software Materials. If multiplexing hardware or software (e.g. a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. The Licensee is responsible for ensuring that the required numbers of Named Licensee Licenses are purchased.

"The Designated System" is the hardware configuration running the Software, such replacement equipment if the Designated System is inoperative, or as may be approved in writing by the Licensor.

"The Location" means the Licensee's premises specified in Exhibit B or as notified from time to time by the Licensee.

"Updates" means a subsequent release of Software Materials that is made available by the Licensor to the Licensee under this Support Agreement at no additional License Fee. Updates do not include any release, option or future Software Materials that are licensed separately by the Licensor or the Oracle Corporation. Updates are provided when available and the Licensor is under no obligation to develop any future Software Materials or functionality.

"The Support Fee" means the fee for the Rapid Support services as specified and is exclusive of Value Added tax or any other duties or taxes which may be chargeable on any goods or services provided to the Licensee here-under and which shall be paid by the Licensee at the rate and in the manner prescribed.

"The Commencement Date" means the date upon which the support services as specified become available to the Licensee.

"The Termination Date" means the date upon which the support services as specified are terminated unless renewed by the Licensee.

"The Technical Documentation" means the documentation that defines the set up of the main production server; configuration of printers and other peripherals; procedures, processes and the pre-configuration of the Oracle Licensed Applications that the Licensee will deploy during the implementation of the system. This technical documentation includes, but is not limited to, the Licensee Guides, Documented Process Flows, Project Scope Document, System Operation Instruction Manuals, Localization Reports, User Reference Manuals and the training Multimedia.

"Email Support" means electronically generated issue

"Issue" means an error, question, accessibility problem or other issue relating to the "Software"

"Support services" means Email support, Web site support and telephone support

"Telephone support" means support services provided to the support contacts in response to telephone requests for assistance

"Web site support" means client specific support available through the licensor's internet web site located at <https://support.rapid4cloud.com>

"Support contacts". Support services are provided to designated technical support contact(s). Client may designate 2 support contacts. Web site support is also available to support contacts.

"Support service requests ". In the event of an issue with the Software, the support contact should engage our web-based support system in the first instance, then email if any problem exists with the web based system. The licensor will assign one of the severity levels to each reported issue based on the information supplied by the support contact:

SEVERITY 1

Your production use of the Software is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A severity one request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available

- System hangs indefinitely, causing unacceptable or indefinite delays
- System crashed and crashes repeatedly after restart attempts
- Reasonable efforts will be made to respond to Severity 1 within the agreed period.

The licensor will work 24×7 on a severity 1 service request until the issue is resolved or as long as useful progress can be made. You must provide the licensor with a contact during this 24×7 period, either on site or by pager/cell phone to assist with data gathering, testing and applying fixes. You are requested to propose this Severity 1 classification with great care, so as to obtain the necessary resources.

SEVERITY 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround. Operations can continue in a restricted fashion.

SEVERITY 3

You experience a minor loss of service. The impact is an inconvenience which may require a workaround to restore functionality.

“Support service hours”. Licensor provides support services on the following days and during the following hours:

- Electronic – 24 hours per day at <https://support.rapid4cloud.com>
- Electronic – via email to support@rapid4cloud.com
- Support staff – 8am to 8pm (GMT+7) and 10am to 8pm (GMT-6)
- Support days – Monday to Friday not including statutory holidays

“Support contact information”. Licensee support contacts may request support services via:

- Web <https://support.rapid4cloud.com>
- Email : support@rapid4cloud.com
- Telephone: to be advised
- Emergency phone support: to be advised

“Service Level Agreement”. The service level agreement for Basic support is a response to an electronic ticket logged on the support web site that will be between **1-3 days**. Responses may occur earlier when possible.

2. SYSTEM SUPPORT SERVICES

This Agreement is made between the Licensor and the Licensee for the provision of support and maintenance of the Licensed Applications in operation as defined in the Technical Documentation on the Designated System in exchange for the Support Fee from the Commencement Date and terminating on the Termination Date on the declared Licensed Applications as defined above. All new program code, patches, upgrades, new releases or versions, updates, electronic or telephone support for the Designated System and Infrastructure, Software Materials and Technical Documentation will be provided through this agreement.

3. TERMS AND CONDITIONS

The support services are available only to the extent that:

- (a) The Licensed Applications are used in the form in that they were supplied and /or updated and/or upgraded by the Licensor;
- (b) The Licensed Applications are and have been at all times used in a proper manner and in accordance with the instructions and manuals supplied by the Licensor;
- (c) The Licensed Applications have not been altered, modified or tampered with by the Licensee without the Licensor's consent;
- (d) The Licensee will make available a connection via the Internet to facilitate the speedy determination of the Licensed Applications queries and/or failures. Alternatively, Rapid will host a web meeting with screen sharing and keyboard control where support staff determine any queries or failures. The Licensee accepts should none of the previous options be possible that any expenses (including traveling time but excluding any time taken to investigate the query, defect or failure) incurred by an authorized representative of the Licensor in determining the Licensed Applications queries, defect or failures at the request of the Licensee will be chargeable to the Licensee.

(e) The Licensee shall provide the Licensors and any persons commissioned to provide support with free access to the computer system operating the Licensed Applications where such access is required to satisfy the provisions of the Agreement. Such access will be made available during normal office hours or outside of these hours by prior arrangement.

(f) The Licensee is operating the Licensed Applications especially the Oracle applications as per the configuration and set-up as described within the Technical Documentation supplied with the Licensed Applications.

(g) The Licensee must have a current Oracle maintenance contract in place throughout the term of this agreement.

(h) The Licensed applications and Oracle software is operating upon the Designated System and the support request is in respect to this system.

(i) Any specific Licensee bespoke modifications or alterations to the Licensed Applications or functionality will be maintained and supported under a separate Additional Support Agreement.

(j) The Licensee must designate one primary contact and one backup individual for each Location, both with English language skills, to serve as liaison with the Licensors. These designated contacts are the sole liaison between the Licensee and Licensors for support or help, advice or guidance purposes. Any contact with the Licensors must be initiated by the Licensee's designated support person, however the Licensors may request direct contact with other users to investigate an issue or to gain further information to assist with determining the cause of a problem. Notice must be given in writing or via e-mail if the Licensee wishes to transfer responsibilities for the primary contact for support services to another individual.

4. SOFTWARE SUPPORTED BY THIS AGREEMENT

The Licensors undertake with the Licensee it will for the duration of this agreement:

(a) **SUPPORT SERVICES**

1. Provide support services by web site support, email support and telephone support to the designated support contacts in the support service hours.
2. Support service requests will be provided a Severity level. The time for response depends upon the service level assignment

(b) **RAPIDSTART, COPY, ROLLOUT, REPORTS, CHANGE MANAGEMENT**

1. Provide support services for the operation of these tools

5. PROBLEM MANAGEMENT

(a) The Licensee will post all requests for support through the Licensor's web-based support system. Both parties will use the Licensor's web-based support system as the primary means of communication for support requests. Email, Internet chat and telephone support will be provided to assist in the resolution of support requests logged on the web. In the event that the Licensor's support web site is down, Licensee may use whatever reasonable means to report the issue to the Licensor, but this does not relieve Licensee from the obligation of logging the support request on the Licensor's support web site once that web site is once again available. The Licensee will provide the following information as a minimum when making contact with the Licensor to report an incident: Company Name, Phone number, Contact Name, Operating System Platform, Page number of relevant manual where applicable, a detailed description of the step by step process to reproduce the effects of the problem, providing sample data, system and program messages, and screen, file or history print-outs where appropriate.

(b) The Licensor will make its reasonable endeavors to provide a response acknowledging the Licensee's request for support within the specified service level agreement hours of receipt of a problem reported via the Licensor's support web site.

(c) Where applicable, the Licensor will forward any problem that results from a defect in the Oracle Licensed Applications that has no available resolution or patch, and where circumvention is not possible to Oracle or other associated third party within 8 working hours from determining the lack of a resolution using the Licensee's Oracle Support Account.

(d) It is the Licensee's responsibility to make prudent provision for regular system housekeeping and file back-ups and to set up reasonable contingency procedures to mitigate the effects of any error or defect. However, Licensors can provide guidance via the Support Service agreement, such as how to automatically and manually backup various project related data.

(e) The Licensor shall in no way whatsoever be held responsible for any loss, corruption or alteration of any data or information stored, processed or accessed by the Licensed Applications supplied.

(f) The Licensee shall maintain an electronic or written maintenance log and record each incident relating to the Licensed Applications, the date, time, explanation and where applicable the relevant page number of the User Reference Manual.

Version Control

Version	Date	Description	Modified by
1.0	October 2020	Separated from the order form into a separate document	Philip Martin