

CloudCare Support Services Specific Terms

Introduction

The terms and conditions in this document apply to the provision of CloudCare Support Services (“**CloudCare Specific Terms**”).

Interpretation & Definitions

1. The terms defined below shall have the meanings applied to them wherever they occur in the relevant CloudCare Support Services Schedule under a SOW and under these CloudCare Specific Terms, including any sections, references, schedules and annexes:
 - **Annual Ticket Volume** means the maximum number of Tickets that can be raised by the Client during each Contract Year;
 - **CloudCare Hours** means the hours for which CloudCare Support Services is available depending on the category of an Incident as specified in a CloudCare Support Services Schedule;
 - **CloudCare Minimum Period** means the minimum period specified in a CloudCare Support Services Schedule;
 - **CloudCare Renewal Period** means the renewal period specified in a CloudCare Support Services Schedule;
 - **CloudCare Start Date** means the start date specified in a CloudCare Support Services Schedule;
 - **CloudCare Services** means the Onboarding Services and CloudCare Support Services;
 - **CloudCare Support Services** means the support and managed services to be delivered by Codestone to the Client as more particularly described in the relevant SOW (including the CloudCare Support Services Schedule);
 - **CloudCare Support Services Schedule** means the Schedule under a SOW that relates to the CloudCare Support Services;
 - **CloudCare SLA** means the document defining the service levels for each Incident, Service Request and Support Change Request for a CloudCare Service as set out in the SOW and as Updated from time to time;
 - **Configuration Item** means those software, services, Solution(s) and hardware assets as specified in a CloudCare Support Services Schedule;
 - **Contract Year** means the period of 12 months from the CloudCare Start Date;
 - **Documentation** means documentation used or provided by Codestone in connection with the provision of the CloudCare Support Services;
 - **Event** means a change of state of a Configuration Item that has significance for the performance of that Configuration Item. Events are typically recognised through alerts or notifications detected by Codestone’s monitoring tool;
 - **Go Live** means the date that Codestone completes the Onboarding Services;
 - **Incident** means any event which is not part of the standard operation of a Configuration Item and which causes, or may cause an unplanned interruption to, or reduction in, the quality of that Configuration Item;
 - **Initial Response** means Codestone a) analysing the Ticket and deciding whether there is sufficient information to process the Ticket, b) setting the Ticket Priority, and c) allocating the Ticket to an appropriate technician;



- **Onboarding Services** means the activities carried out by Codestone to mobilise the Client up until the point the CloudCare Support Services Go Live;
- **Permitted User** means those employees, agents and independent contractors of the Client who are authorised by Codestone to use the CloudCare Support Services as an end user as specified in a CloudCare Support Services Schedule;
- **Price** means the price paid by the Client for the CloudCare Services set out in the CloudCare Services Schedule;
- **Problem** means an unknown underlying root cause of one or more Incidents;
- **Quarter** means each consecutive three-month period within a Contract Year, commencing from the CloudCare Start Date, unless otherwise specified in the relevant SOW;
- **Relief Event** means: (a) any breach by the Client of its obligations under this Agreement; (b) an act or omission of a third party which impacts the ability of Codestone to perform its obligations under the Agreement; (c) an event of Force Majeure; or (d) any error or malfunction in the Client's business systems or any other software, hardware or system for which Codestone is not responsible; or (e) any failure by the Client, its agents or contractors (including any existing service provider) to obtain sufficient rights, support and maintenance, as required, for the proper use of any software, hardware or Client system for which Codestone is not responsible; or (f) any telecommunications network defect, delay or failure or failure of the Client's hardware or other systems(s), which, in any case, has an adverse effect on Codestone's ability to perform its obligations under the Agreement;
- **Resolution** means a solution to resolve an Incident which may include a Workaround. "Resolve" and "Resolved" will be construed accordingly;
- **Resolution Time** means the time taken to achieve Resolution;
- **Service Credit** means an abatement of the Price to which the Client is entitled where the provision of a relevant part of the CloudCare Support Services falls below the Service Levels as specified in a CloudCare Support Services Schedule;
- **Service Desk** means the Codestone service desk function that provides the CloudCare Support Services;
- **Service Level** means the target standards to which certain CloudCare Support Services are delivered to the Client as specified in a CloudCare Support Services Schedule;
- **Service Change Request** means a Ticket that has a material change and/or impact to the Client's Configuration Items and is included within the scope of the CloudCare Support Services;
- **Service Request** means a request from the Permitted User for access, information or advice and guidance in respect of a Configuration Item as defined in the relevant SOW;
- **Settling-In Period** means the period as specified in CloudCare Support Services Schedule;
- **Support Team** means Codestone's support team which resolves a Ticket in accordance with these CloudCare Specific Terms and relevant Documentation;
- **Target Resolution Time** means the target amount of time within which the Resolution must be achieved to be deemed to meet the relevant Service Level as specified in a CloudCare Support Services Schedule;
- **Target Response Time** means the target amount of time within which the Initial Response must be achieved to be deemed to meet the relevant Service Level as specified in a CloudCare Support Services Schedule;
- **Ticket** means the logging of a ticket for an Incident, Service Request, Problem or Event by a Permitted User via the Service Desk;
- **Ticket Approver** means the Client's nominated internal points of contact responsible for approving Service Change Requests as specified in a CloudCare Support Services Schedule under a SOW;

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- **Ticket Priority** means the priority of the Ticket assigned by a Codestone Support Team member based upon information provided by the Client at the point of reporting the Ticket to Codestone and the ticket priority descriptions set out in the CloudCare SLA. "Ticket Priorities" will be construed accordingly;
- **Workaround** means a temporary fix or by a technique that means the Permitted User is not reliant on a particular aspect of the Configuration Item that is known to have caused the Incident.

CloudCare Terms and Conditions

Scope

2. Codestone shall use reasonable endeavours to:
 - a) deliver the Onboarding Services; and
 - b) upon completion of the Onboarding Service, to provide the CloudCare Support Services to Permitted Users in respect of the Configuration Items only.
3. Unless expressly stated otherwise in a SOW, the Parties recognise that any timeframe for the Onboarding Services is an estimate based on the Parties' current understanding of their requirements and obligations.
4. The CloudCare Support Services, the CloudCare SLAs and any related Documentation may be reviewed and changed from time to time at Codestone's sole discretion. Any material changes to the CloudCare Support Services and CloudCare SLAs will be notified to Client no less than 14 days before such changes take effect.
5. The Client agrees to promptly provide Codestone with physical and logical access to the Configured Items and Permitted Users where reasonably requested by Codestone for the purpose of performing the CloudCare Support Services.
6. The Client acknowledges and agrees that (i) the provision, location and tracking of third parties software licenses of the Configured Items and (ii) the Client's use in accordance with relevant third parties acceptable use policies and (iii) the legality of such use of the Configured Items is entirely the sole responsibility and liability of the Client.
7. The Client shall and shall procure that the Client's Permitted Users shall at all times in all dealings with Codestone and Codestone's Support Team, engage in a professional and non-abusive manner. Any breach of this clause by the Client and/or its Permitted Users shall entitle Codestone to suspend the provision of CloudCare Services.

Settling-In Period

8. Subject to clause 9, during a Settling-In Period the Client can continue to raise Tickets with the Service Desk.
9. No Service Credits shall apply to the CloudCare Support Services during the Settling-In Period.

CloudCare Support Services Term

10. Unless terminated earlier in accordance with the terms of the Agreement, the CloudCare Services:
 - a) will commence from the CloudCare Start Date and continue for the CloudCare Minimum Period; and
 - b) at the end of the CloudCare Minimum Period, the CloudCare Support Services shall automatically continue for successive periods of the CloudCare Renewal Period, unless written notice of termination of the CloudCare Support Services is given by either Party at least 90 days' in advance of the end of the CloudCare Minimum Period or the end of any subsequent current CloudCare Renewal Period.

Service Delivery

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11. Codestone shall provide a sufficient number of people skilled and experienced in providing the CloudCare Service for the Configuration Items.
12. Client agrees to use the CloudCare Support Services and raise Incidents with the Service Desk in accordance with such Documentation provided to the Client by Codestone from time to time.
13. Only Permitted Users may interact with the Service Desk for raising, progressing and closing Tickets. Tickets can be logged with the Service Desk and will then be allocated by the Support Team for Resolutions during the CloudCare Hours.
14. CloudCare Support Service may be provided remotely via the Client's internet connection or by telephone, as agreed under the relevant SOW. Where, in Codestone's sole opinion, it is necessary and/or desirable for the Client to install/implement remote diagnostic, support and/or management software ("**Tools**"), the Client agrees to install/implement such Tools and the Tools will be provided by Codestone. Any additional costs incurred in connection with the installation/implementation of Tools by Codestone, shall be set out in the SOW. If the Client wishes to use alternative remote diagnostic, support and/or management software, then the cost for sourcing and implementing such software will be borne by the Client.
15. Once a Ticket has been Resolved, the Support Team or Service Desk will contact the relevant Permitted User and the Ticket will be closed. Closed Tickets older than 5 days cannot be reopened except with the consent of Codestone.
16. When a Service Change Request is raised or identified, Codestone will prepare a document setting out details and potential impacts of the Service Change Request including any associated additional costs ("**SCR Document**"). Each SCR Document will need the prior approval of the Ticket Approver before being actioned by Codestone.

Ticket Usage Monitoring

17. Ticket usage is electronically tracked and visible to both Codestone and the Client via the CloudCare portal.
18. Each Ticket entitles the Client to one discrete support request relating to an Incident that falls within the scope of the CloudCare Support Services. Where a Ticket comprises multiple unrelated issues or Incidents, Codestone reserves the right to allocated additional Tickets.

Managing Complex or Excessive Ticket Use

19. The Client acknowledges that each Ticket is intended to address a single and self-contained item. Where Codestone determines (acting reasonably) that a Ticket is excessive in scope, complexity, or effort (exceeding three (3) hours of work by the Support Team), it shall notify the Client and recommend one or more of the following actions:
 - a) allocation of additional Ticket(s);
 - b) reclassification of the Ticket Priority; and/or
 - c) propose escalation to a separately scoped and priced consultancy or professional services engagement as the Resolution fall outside the scope of the CloudCare Support Services. or project work order.
20. These provisions are intended to ensure consistent and equitable delivery of CloudCare Support Services across all Clients and to preserve the operational integrity of the ticket-based model. Codestone shall act in good faith and engage transparently with the Client in resolving any such matters.

Ticket Priorities

21. The Ticket Priorities are described in the CloudCare SLA.
22. Tickets are processed on a Priority Level basis. Codestone will verify the Ticket Priority to the Permitted User that raised the relevant Ticket, and the Parties will agree a revised Ticket Priority if appropriate. The final decision on the Ticket Priority will remain with Codestone.

CloudCare Support Services - Service Levels

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23. Codestone shall use reasonable endeavours to perform CloudCare Support Services so as to meet or exceed the Service Levels.
24. In relation to third party applications and services, Client agrees and acknowledges that the Service Levels are dependant on the third party's response times and service level agreements (if any).
25. Codestone shall not be liable for any failure to meet any Service Levels and its obligations under the Agreement if, and to the extent, that such failure has resulted directly or indirectly from a Relief Event.

CloudCare Support Service Credits

26. Where Codestone fails to meet any Service Levels for which a Service Credit is attributable, the Client shall be entitled to claim a Service Credit against the CloudCare Support Services Price within the period of 90 days from the date of the Service Level failure.
27. Codestone shall credit and off-set against the Client's next invoice any valid and agreed Service Credits due within 60 days from the Client's Service Credit claim. The Client's maximum entitlement to Services Credits per quarter is set out in the SOW or the CloudCare Services Schedule, as appropriate.
28. Failure by Codestone to meet the Service Levels shall not constitute a breach of the Agreement, and the Client's sole and exclusive remedy for such failure shall be the entitlement to Service Credits.

Upgrades

29. In the case of supported Vendor Products the Client shall, where given reasonable notification in advance by Codestone, be required to commission Codestone (at Prevailing Rates) to perform upgrades to new versions of Vendor Products with sufficient frequency to ensure that the version in use is supported by the Vendor of that Vendor Products. If the Client is in breach of this term, then Codestone shall have the right to give a minimum of 30 days' notice in writing of the suspension of the CloudCare Support Service.
30. The Client shall not perform upgrades or additional maintenance to the Configuration Items itself or allow third parties to perform such work unless otherwise agreed in writing with Codestone. If the Client is in breach of this term and any remedial work is required as a result of that breach to Resolve damage or Problems to the Configuration Items then Codestone shall, at its sole discretion, have the right to carry out that Resolution and to charge the Client at its prevailing rates.

Fair Usage

31. The CloudCare Support Services provided under the Agreement are subject to fair usage as defined to ensure equitable access and prevent excessive or unreasonable consumption of resources, time, or support beyond what is commercially acceptable or anticipated in the context of the services described in the applicable SOW.
32. The Parties agree that usage thresholds, response volumes, support hours, ticket volumes, or other quantifiable service metrics are detailed in the applicable SOW. These metrics define the expected and reasonable use of the CloudCare Support Services based on the Client's business profile and service requirements ("**Fair Usage Metrics**").
33. If Client's usage of the Services exceeds the agreed Fair Usage Metrics over a rolling 90-day period, Codestone will notify the Client and may:
 - a) request a review of usage patterns with the Client;
 - b) make adjustments to Service Levels, staffing, or pricing to accommodate sustained overuse;
 - c) upgrade the CloudCare Support Services to reflect actual usage; and
 - d) in cases of continued excessive use above the revised Fair Use Metrics, suspend or limit access to the CloudCare Support Services with 30 days' prior written notice.
34. Excessive usage includes, but is not limited to:

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- a) Ticket volumes that exceed the average monthly Fair Use Metrics by more than 10% for two or more consecutive months;
 - b) unusually frequent requests for out-of-scope support or ad hoc projects not covered by the CloudCare Support Services;
 - c) usage of onsite resources or remote sessions significantly beyond the hours allocated in the SOW.
35. Fair Usage Metrics shall be reviewed quarterly or as reasonably requested by either Party to ensure alignment with actual usage.

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