

1. General Description and Coverage

Support Services are provided by ERP2U to Customer so that standard application and technical functions of the ERP2U SaaS solution (“**Service**”) continue to perform as set out in the relevant Product Specification or Service Terms. Support Services may include the following activities: Support, Maintenance, self-help, general advisory and other related services.

For all other application or technical functions (including any Customisations whether or not provided by ERP2U) and/or issues or errors caused by Customer’s information systems and/or third party products or services, ERP2U may assist Customer and any third party suppliers in diagnosing and resolving issues or errors. However, Customer acknowledges that these matters are outside of the coverage of Support Services. ERP2U reserves the right to charge at ERP2U’s Prevailing Rates.

For defined terms used in these Service Terms, see clause 10 below.

2. Named Support Contacts and Customer Service Owner

Required Named Support Contacts

Customer will appoint at least two (2) Named Support Contacts. The Named Support Contacts must be trained on the Service for which they initiate Cases and will provide a first point of contact and will attempt to resolve issues identified by Customer’s Users, qualifying all issues prior to raising them with the Support Desk to be logged as a Case. The Named Support Contacts are the primary point of contact with the Support Desk.

In addition, some Services require at least two (2) Named Support Contacts for each major modular area, e.g. Financials, Logistics. By way of clarification, the same person may perform the role of Named Support Contact for more than one modular area, provided: (i) that they have completed the necessary training to perform the role on each modular area; and (ii) there is always at least two people trained as Named Support Contacts allocated to each modular area.

Additional Technical Contacts

Further, Customer will appoint at least two (2) technical contacts (who may be the Named Support Contacts). These technical contacts shall provide the first point of contact and will attempt to resolve technical issues (or queries) identified by Customer’s Users.

Customer shall also appoint a Customer Service Owner to be the key point of contact in relation to any time sensitive technical / service issues. It is Customer’s responsibility to provide up to date contact details for the Customer Service Owner. ERP2U shall not be liable for any failure of the Products that results from a Customer’s failure to appoint and provide the details of the Customer Service Owner.

Training Requirements for Named Support Contacts

Where, in ERP2U’s reasonable opinion, a Named Support Contact requires additional training in order to satisfactorily perform their role in relation to the operation or support of the applicable Service, a reasonable programme of additional education will be proposed by ERP2U to be undertaken at the expense of Customer. The training courses may be online courses or face to face training provided by ERP2U staff at locations notified to Customer by ERP2U.

3. Self-Help Resources and “How to” Questions

Not available yet.

4. Case Classification, Qualification, Response and Escalation

Logging Cases

Cases shall be logged in English or Hungarian (unless otherwise agreed). Customer’s Named Support Contacts are able to submit Cases on a 24x7 basis via U4Tickets Portal or email. The Case must be logged as either an Incident or a Service Request.

Cases will be classified and handled as follows:

4.1 Incidents

An Incident will get routed to the appropriate resolution groups and Support Desk will manage progress of the Incident towards a Resolution (in the form ERP2U deems most appropriate). Incidents will be classified in accordance with the Priority Level Designation Table.

Fig. 1 (Priority Level Designation Table)

Priority Level Designation	Business Impact Assessment	Initial Response Time Objective
Priority 1 – Critical	Customer’s use of the Service (in its production environment or the Cloud Production Environment) is stopped or so severely impacted that their entire organisation cannot reasonably continue to work. For example, Customer’s organisation experiences complete loss of service or the loss of operation is critical to their business and the situation becomes an emergency.	1 Business Hour.
Priority 2 – Major	One or several important business processes are disabled by the issue, causing major disruption, but it is not a Priority 1 condition.	2 Business Hours

Priority 3 – Normal	Business processes are affected by the issue, causing minor disruptions, or loss of functionality but it is not a Priority 2 condition.	8 Business Hours
Priority 4 – Minor	Business processes are basically unaffected by the issue, but it may cause minor application usability issues.	2 Business Days

ERP2U Initial Response Time Objective

ERP2U shall use reasonable endeavours to respond within the Initial Response Time Objective.

24/7 Incident support

ERP2U will provide a 24/7 (24 hours a day, 7 days a week) Initial Response Time Objective of 1 hour for Priority 1 Incidents that relate to system availability or environments. For the avoidance of doubt, this excludes application support or issues relating to data or system processing steps.

In order to receive this 24/7 service, Customer must supply all necessary information required by ERP2U and provide appropriate 24/7 contact details.

Diagnosis of Incidents

Customer shall reasonably self-diagnose each Incident and recommend a Priority Level Designation based on the business impact assessment shown in the Priority Level Designation Table. ERP2U shall confirm Customer’s Priority Level Designation or notify Customer of a change in the Priority Level Designation to a higher or lower level with justification. If Customer does not agree with ERP2U’s classification, each Party shall promptly escalate such conflict through the Support Escalation Process, during which time the Parties shall continue to handle the Incident in accordance with the Priority Level Designation given by ERP2U.

Diagnosis and Resolution (Process and Responsibilities)

ERP2U will work during Business Hours to provide a Resolution or workaround.

Customer must be available during the investigation into any Incident. Customer will need to be able to answer inquiries from ERP2U and to provide all relevant information. This may include providing detailed step-by-step problem description, screenshots as required to reproduce the Incident.

If the relevant information or access is not made available within the agreed timescale, it may impact ERP2U’s ability to diagnose the Incident and delay a Resolution. In this case, ERP2U reserves the right to re-schedule the diagnostic work, at its convenience, when suitable Customer resources become available. Customer is responsible for ensuring that it is permitted to share any relevant data or information with ERP2U. Customer will be able to review through Community4U: (i) whether the Initial Response Time Objective has been met and (ii) progress of logged Incidents.

Customers are obliged to test the solutions or workarounds provided by ERP2U and, if accepted by Customer (acting reasonably), Customer will close the Incident.

Application Error Correction Obligations

Where it has been established that the cause of an Incident is an error in the application software code, the following procedures will be used to provide corrections:

- Priority 1 – a workaround or solution will be provided to Customer as soon as reasonably possible. In the event that an appropriate workaround or solution is not possible, then a correction will be delivered via a Hot Fix, Update or Release (as applicable) as soon as reasonably possible.
- In the case of other errors, ERP2U will use reasonable endeavours to achieve the following:
 - Priority 2 – provide an accepted workaround or solution and provide a correction in next Update or as a Hot Fix if necessary to do so (in ERP2U’s sole discretion);
 - Priority 3 – provide an accepted workaround and follow our Non-Critical Defect (NCD) process.
 - Priority 4 – provide an accepted workaround, or, where this is an enhancement request, the case will be closed and collected to future development.

General Disclaimer

ERP2U has no obligation to correct defects or errors relating to:

- Customer’s use of any previous (non-current) Release or Update; or
- failure of Customer to utilise the appropriate versions of other third party software required to run in conjunction with the Service as stated by ERP2U from time to time; or
- installation of, or Customisation to, the Service by any person other than ERP2U; or
- user error or incorrect use of the Service; or
- failure by Customer to apply any workaround or solution provided or suggested by ERP2U; or
- any fault in any hardware or software manufactured by a third party used in conjunction with the Service (that is not provided by ERP2U); or
- defects or errors caused by the use of the Service on or with equipment not recommended or approved in writing by ERP2U.

4.2 Service Requests

Service Requests will have an initial response time of 2 Business Days after confirmation of receipt by ERP2U of the Service Request.

Customer will be able to choose Service Requests via U4Tickets Portal using the Support Request ticket type or submit a free-form Service Request and (in each case) Customer must provide ERP2U with all the required information to allow ERP2U to process the Service Request. For the avoidance of doubt, ERP2U is not under any obligation to deliver Service Requests (Handled by Advance Support Contract).

4.3 Cases Requiring Database Changes

Where there is a need for, or Customer has requested, a data manipulation (expressed as a SQL script) in the database then the following will apply. As all Customer Data is owned by Customer, who is also responsible for its accuracy and integrity, ERP2U requires specific approval by Customer to perform the necessary changes. Customer must provide consent prior to ERP2U taking any corrective action or applying any changes in Customer's database. ERP2U will advise Customer of any steps that it needs to take, and Customer must comply with such advice. Customer acknowledges and agrees that ERP2U is not responsible or liable, directly or indirectly, for any damage or loss (whether to Customer Data or otherwise) caused or alleged to be caused by or in connection with ERP2U providing or performing any agreed changes in relation to any Customer database change or data manipulation request.

5. Escalation and Complaint Management

If there are any disagreements or issues relating specifically to Support Services, Customer Service Owner may escalate the disagreement or issue through the Support Escalation Process.

If Customer has a complaint in relation to Support Services, the ERP2U Account Representative Function will verify the complaint and manage the process with ERP2U's internal service functions and in communication with any applicable ERP2U suppliers or sub- contractors and Customer.

When a Customer escalates a Case via the process within the case tool and requests a formal resolution, the Support Escalation Process for Incidents and Service Requests will drive the escalation.

When a Customer makes a complaint in respect of the Services provided by ERP2U, the Escalation Coordinator will own the complaint and drive the resolution. The ERP2U Account Representative Function will:

- verify the complaint;
- allocate it to the right business unit to resolve the complaint; and
- act as a single point of contact.

In relation to the escalation process Customer shall supply a clear description of the complaint or escalation and make all supporting materials available to the Support Escalation Process or the ERP2U Account Representative Function.

6. Availability of Improvements and Old Technology

Availability and Responsibility for Applying Improvements and Corrections

ERP2U will from time to time provide improvements and corrections to the Service and these will be incorporated into a Hot Fix, Update or Release. Customer will receive Hot Fixes, Updates and Releases free of charge assuming that all applicable fees have been paid to ERP2U. In the event that Customer requires any Professional Services to assist with implementation of a Hotfix, Update or Release, then ERP2U may charge for this time at its Prevailing Rates. Applying Hotfix's, Updates and Releases is mandatory, but Customer may be able to delay the application of a Release to their Production Environment for a period.

7. Versions

ERP2U reserves the right to charge a reasonable fee for any new Version. In order for a revision to the Service to be classified as a Version, ERP2U needs to be able to demonstrate that it is the result of substantial re-development. Purchasing a Version is optional with the previous Version remaining under the Support Services.

8. Customisations

Unless otherwise agreed with Customer, Customisations are not supported by ERP2U. Customer has sole responsibility for the Customisations and their maintenance and ERP2U has no responsibility to maintain compatibility or fix any problems resulting from the use of non-standard software. This includes any custom development or Customisation (including ERP2U delivered Customisation as part of a project implementation or bespoke code written by ERP2U). If any assistance is required with regard to Customisations and/or bespoke work, ERP2U may be able to assist with resolving issues or with upgrades of the Customisation, but this will be subject to review and extra charge. Customer will be required to purchase Professional Services at ERP2U's Prevailing Rates.

9. Advanced Support Services & Other Services

Where Customers are entitled to enhanced or improved Support Services, these entitlements are described in the Product Specifications on www.ERP2U.com/terms and/or www.ERP2U.com/service-descriptions.

10. Definitions

Capitalised terms used in these Service Terms but not defined shall have the meaning given to such terms in ERP2U's General Terms of Business.

Case	a request for Support Services that is either an Incident or a Service Request.
Case Support	in relation to a Product, the response to and Resolution of Cases on a reactive basis.
Customer Service Owner	one Named Support Contact nominated by Customer, whose name and contact details (including an email address and telephone number) are provided by Customer to ERP2U (and shall be updated by Customer from time to time) that ERP2U will use as a key point of contact in the event of any time sensitive issues relating to the Product.
Customisation	activities to amend or supplement code of the Service and includes: <ul style="list-style-type: none"> (i) amendment or supplementing code of the Service for the development of reports that are not included in the Service as standard; and (ii) development of capability that is intended to create an interface between the Service and a third party system or solution.
Escalation Coordinator	the person responsible for reviewing and validating the case escalation requests. When a request is validated, the Escalation Coordinator will follow up with relevant team(s) or business units within ERP2U who will come back to Customer with an action plan within a pre-determined timeframe. In case the escalation is declined, Customer shall receive a clear justification why from the Escalation Coordinator.
Hot Fix	an urgent and often time sensitive revision of Service issued, which contains vital corrections to errors in the Service to stabilize availability or maintain security objectives.
Incident	an issue with the Services that interrupts the current mode of operation and/or business processes of Customer.
Initial Response Time Objective	the objective or target set by ERP2U for responding to an Incident as set out in the Priority Level Designation Table.
Maintenance	in relation to a Product, the provision of proactive maintenance including bug-fixing, security patches and other corrective updates.
Named Support Contacts	those representative Users of Customer named from time to time as support contacts for the Services as defined in these Service Terms.
Priority Level Designation	a priority level (between 1 and 4) designated to an Incident in accordance with the guidance provided in the Priority Level Designation Table.
Priority Level Designation Table	the table of the same name set out at figure 1 of these terms.
Release	a new iteration of a Service that is made available to Customer and for the avoidance of doubt, a list of the current and previous Releases of the Services are available here: www.ERP2U.com/terms .
Resolution	one or more of the following actions, as appropriate, in response to an Incident: <ul style="list-style-type: none"> (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) provision of a workaround or other solution; and (v) where no alternative method of system operation or workaround is possible, confirmation that an application error has been identified and logged for error correction with ERP2U's R&D organisation.
Service Configuration	any solution setup that is accomplished by changing standard menus and functionality within the Service, but excluding Customisation.
Service Request	a request by Customer to change the parameters of Customer's existing Service Configuration or a request for assistance that is not covered under Customer's Support Services.
Service Request Catalogue	a standard list of Service Requests from which Customer may choose.
Support Desk	The ERP2U Customer Support Desk, with whom Incidents and Service Requests can be raised.
Support Escalation Process	the escalation process as updated from time to time by ERP2U, which can be provided to Customer on request, setting out the escalation pathway for disputes or disagreements about the provision of Support Services.
Support Services	the support services described in clause 1 of these Service Terms.
Update	a scheduled revision of Service issued at greater frequency than a Release, which contain corrections to errors in the Service and or contains small functional enhancements to the Service.
Version	a revision to the Service, such that it resembles a new software product or an enhanced version of the product, which ERP2U may choose to name consistently with the previous one.

Word phrase or	Meaning
Business Hours	9.00 a.m. to 5.00 p.m. on any Business Day.