



Support & Maintenance Services Guide

1. Support Services:

1.1 Access. In order to ensure that Support Services are provided as efficiently as possible, Customer must ensure:

1.1.1 RDP and www access & email services between Customer sites and Mackin.

1.1.2 Regular upgrades are accepted and implemented by Customer as updated versions of Licensed Modules become available and are recommended for Customer.

1.2 Support Tiers

If the Customer is receiving support services, the support request will be categorized into tiers, and a third-party supplier, Softlink America, Inc., will be consulted for Tier 2 and Tier 3 requests. Mackin will be responsible for providing Tier 1 support and communication to the customer.

A trained Mackin staff member will act as the support liaison for Mackin, facilitating communication and coordination for Tier 2 and Tier 3 requests.

Requests will be categorized into the following tiers based on the complexity of the request or issue:

Tier 1: A request with a straightforward resolution, usually related to general guidance or routine troubleshooting.

Tier 2: A more complex issue that requires advanced technical resolution, such as technical failures.

Tier 3: Requires development or program changes, typically related to advanced issues that need custom solutions or modifications.

1.3 Updates. Updates to the most recent general release of the Customer's version of the Software will be made available to Customer. These updates do not include additional new modules.

1.4 Contact. The Support Services helpdesk can be contacted by phone, fax, email or most commonly by WWW, and can be contacted on weekdays, excluding national public holidays in the country where the relevant help desk is located from time to time. Customer will be assigned to one designated helpdesk (usually the closest geographically to them).

1.5 Resolution of Queries and Problems within Target Resolution Times. All support tasks related to reported error conditions are prioritized according to defined criteria (refer Appendix A), assigned a target resolution date based on priority and scheduled for action by relevant personnel. This scheduling process is carried out on a daily basis, and progress is reviewed regularly dependent on priority. Mackin will use reasonable endeavours to resolve support tasks within the target period. Each priority has a target period for resolving the support task. For details of the target support task resolution period, refer to Appendix A. Support tasks related to functional modifications to the software (i.e. where the Customer has requested that the functionality be modified), or third party products are handled separately from this procedure.

1.6 Limitations. Mackin reserves the right (at its discretion) to refuse support or to make an additional charge on a time and materials basis:

1.6.1 if the problem is caused by (or its extent or impact worsened by) any modification or enhancement made to the Software, Software configuration, data base schema, or data by someone other than Mackin;

1.6.2 if the problem is due to a failure to use the software correctly and in accordance with Mackin's Documentation;

1.6.3 to the extent the problem is caused by (or its extent or impact worsened by) a failure of the Customer to accept or implement upgrades, new versions, service packs or releases offered by Mackin;

1.6.4 if the cause of the problem is the occurrence of an event of force majeure (including, for example, power interruption or communication problems);

1.6.5 if Customer is in default of these Terms and Conditions and has not remedied the breach;

1.6.6 to the extent that the problem is caused by (or its extent or impact worsened by) changing the platform on which the software runs, relocation of relevant equipment, rehosting to new equipment or interconnection or interfacing of the Licensed Module with any other software (unless Mackin performed the interfacing or interconnection).

1.6.7 if, despite reasonable efforts by Mackin and Customer, the problem cannot be replicated or otherwise identified.

1.7 Operating Environments. Mackin reserves the right to specify which versions of third party products, operating systems, platforms & environments with which the Software will run. Mackin reserves the right to withdraw Support Services for a platform on 12 months written notice.

1.8 Exclusions. Support Fees do not include:

1.8.1 Installation support, consulting or customer personnel training, any of which may be obtained by Customer at Mackin's then current rates, on an as-available basis;

1.8.2 Modification of the Software to run with new and future versions of the operating system, database, middleware or models of hardware installed by Customer; or

1.8.3 Responding to Customer's calls for support if, in Mackin sole opinion, Customer has failed to provide sufficient information, as reasonably requested by Mackin, to enable Mackin to identify, reproduce and analyse the reported problem.

1.8.4 The provision of on-site support.

2. Support Task (Job Type) Definitions:

Information A request for information of a technical support nature and documentation interpretation.

Error An error occurs when the software does not perform in a manner described in the Documentation and/or is calculating, displaying, reporting or updating data incorrectly.

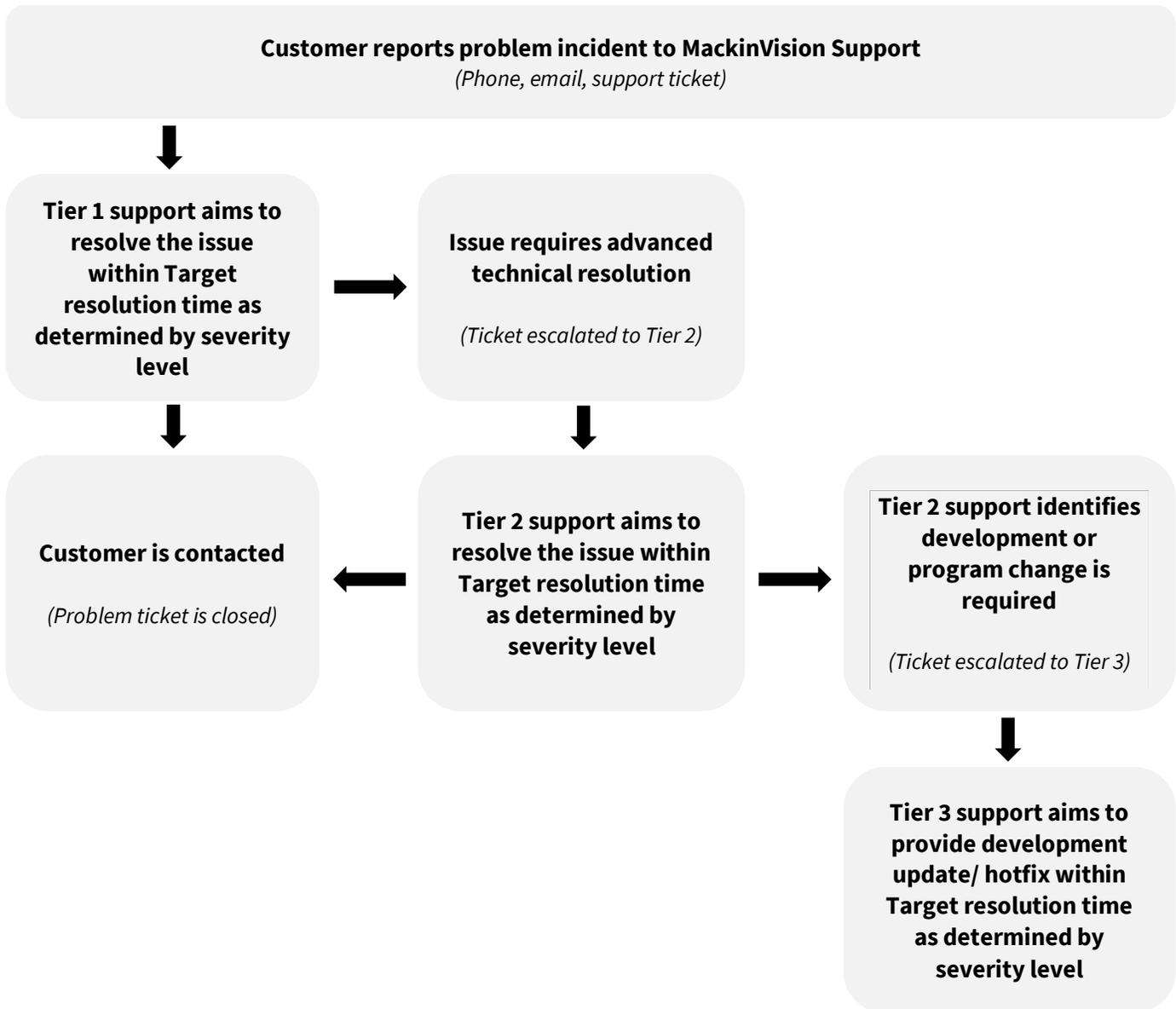
Modification A change to a software program to add to or alter the functionality of the existing software.

Documentation A correction or suggested addition to the Documentation, e.g. Reference Manual, Release Notes, Environment Manuals, Training Material.

3. Error Support Task Priorities & Target Days For Live Systems:

Severity Level	Severity Definition	Target Response	Target to Resolution
1. Critical	Software is inoperable, such that the Software cannot be initiated, or a mainstream program error has rendered an entire module or major business function inoperable. The failure is critical and has an immediate and material impact on the day-to-day business operation of a customer.	30 minutes	1 working day
2. Urgent	Software error in a mainstream day-to-day function which renders an important function unusable and for which there is no practical workaround. The module or business function itself is still largely operable and/or there is not an immediate and material business impact.	60 minutes	5 working days
3. Medium	Software error in a function which is not part of the mainstream day-to-day functions which renders it unusable and for which there is no practical workaround	3 hours	30 working days
4. Low	Program or function completes but has a fault in the day-to-day function but does not render it unusable or a severity level 3 with a workaround.	3 hours	Future shipment determined by Mackin.

4. Support Escalation Procedures:



Note:

Client requests for information can be designated as severity levels 2, 3, 4 only. Documentation request can be designated as severity level 4 only.

For Mackin to meet these targets Customer may be required to meet prerequisites. One of these will be to provide communication through electronic mail and dial in access to Customer's machine.

Customer is required to respond to requests for more information, install, test and advise acceptance in a period equivalent to Mackin target days. Support tasks will be automatically closed 30 days after acceptance or information was due.