

Support Services Agreement

These terms of business (the “Agreement”) were last updated on 26th July 2019.

Valid until 14th April 2020

Introduction

The aim of this Agreement is to set out some important details about the basis on which **Assimil8 (Company number 05964802)** whose registered office is located at 30 Nelson Street, Leicester, LE1 7BA (“Assimil8”, “We”, or “Us”) propose to provide our services to you, our client (the “Client”, “You”) and how You can Support us to do the best job possible for You. This is an important document – especially if You might become unhappy with Assimil8 services in any way – and we recommend that you keep it for future reference.

Unless we agree otherwise, the terms that are set out in this leaflet form the basis of the contract between Assimil8 and the Client on this occasion and in any future work that we do for you and are supplemented by the following Assimil8 documentation, which can be found at <https://assimil8.com/legal/>:

1. [Website Terms of Use](#)
2. [Privacy Policy](#)
3. [Consultancy Services Agreement](#) (“CSA”) for the provision of consultancy services by Assimil8

Please note that in order to avoid duplication, the following clauses in the [CSA](#) (together with any relevant definitions) apply fully in this Agreement:

4. CHARGES
5. PROVISION OF CLIENT INFORMATION
6. INTELLECTUAL PROPERTY RIGHTS
7. CONFIDENTIAL INFORMATION
8. TERMINATION AND CANCELLATION
9. LIMITATION OF LIABILITY
10. FORCE MAJEURE
11. SUB-CONTRACTING
12. NOTICES
13. MISCELLANEOUS

In the event of a conflict between the above CSA clauses and this Agreement, this agreement shall prevail.

These terms can only be varied in writing by Assimil8, who may from time to time in its sole discretion upon 5 Business Days’ written notice to Client, make any such amendments in its sole discretion on a non-discriminatory basis. If Client does not agree to such amendments, Client’s sole recourse will be to terminate this Agreement in accordance with clause 2.3 (Client Termination for Convenience).

This Agreement is entirely separate to any agreements with any third parties, including software licence terms in any End User Licence Agreement governing the use of software by the Client.

Background

The Client requires certain advice and skills in relation to their software support as set out in clause 5.

Assimil8 provides such advice and skills and has agreed to provide these to the Client.

The Client has agreed to enter into this Agreement for the provision of Support Services in accordance with the terms set out below.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context requires otherwise, the following words and expressions shall have the following meanings:

“Agreement” means the agreement between the parties for the provision of Support Services which is evidenced by this document and signed by both parties.

“Business Day” means any day which is not a Saturday, Sunday or bank or another public holiday in England and Wales.

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679).

“Maintenance Modification” means a revision that bypasses, restricts or corrects a defect in a Program.

“Personal Data” means has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time.

“Program” means the following, including the original and all whole or partial copies:

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 - Machine-readable instructions and data
 - Components, files and modules
 - Audio-visual content (such as images, text, recordings, or pictures)
 - related licensed materials (such as keys and documentation)
- “Program Services”** means Subscription and Support that either (a) Assimil8 provides to Client or (b) Supplier provides to Assimil8 and/or Client.
- “Statement of Work”** means the document (as amended or modified by the parties) containing the specific description of the Support Services and other agreed terms of service to which this Agreement is attached as may be amended by the parties in writing from time to time.
- “Subscription”** means new-version releases or updates of a Program that THE SUPPLIER may make available and that Assimil8 provides to Client.
- “Support”** means assistance for routine questions regarding a Program’s functioning (for example “how-to” questions regarding Program installations or “what-to-do” questions when errors appear).
- “Support Credit(s)”** is 1 (one) support ticket which constitutes up to 1 (one) hour of Assimil8 support time.
- “Support Services”** means the services to be provided by Assimil8 to the Client in accordance with this Agreement.
- “Supplier”** means 3rd party software vendor that has supplied the software e.g. IBM, ThoughtSpot, Theia.

2. Renewal and Responsibilities

2.1 Client may renew the Program Services for an additional consecutive period of minimum 12 months at the price established and specified to Client by Assimil8. If the Program Services have not been continually renewed for the Program, you may acquire Program Services for a period of 12 months at the Program Services reinstatement price established and specified to Client by Assimil8 at the time of the reinstatement.

2.2 THE SUPPLIER can withdraw its own Program Services delivered to Assimil8 and will inform Assimil8 prior to withdrawing those Program Services. When THE SUPPLIER withdraws Program Services, Assimil8 can no longer provide Subscription for the Programs from the sunset

date onwards. The Client understands and accepts that any Programs for which THE SUPPLIER no longer provides its Program Services may not be eligible for renewal or reinstatement.

2.3 This Agreement is effective until terminated. Client has the right to terminate Client's contractual commitments with Assimil8 as specified in this Agreement. A 3 (three) month notice in writing is required. There are no refunds for any charges paid for Subscription & Support for the unused period of the Subscription & Support of the Programs where the Client exercises its right to terminate this agreement for convenience on three months' notice.

2.4 In respect of the Program license and Program Services, Assimil8 provide the first line support to the Client; the second line support is still delivered by THE SUPPLIER (via Assimil8). The Program Services fees and Renewals are placed with THE SUPPLIER through Assimil8. In the event Assimil8 are unable to support the Client or the Client terminates the Program Services, the Program License and Program Services default back to THE SUPPLIER.

3. Upgrades / Application Fix Packs & Patches

3.1 The responsibility for applying or conducting the Upgrade, Fix Pack or Patch is the Client's. When a Client decides to apply a fix, patch or is planning a minor or major upgrade to their Software Environment.

3.2 Assimil8 will:

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- Provide the Software Media
- Provide the documentation available for the Fix Pack, Patch or Upgrade
- Will share any knowledge available on the specific Fix Pack, Patch or Upgrade
- Provide reasonable advice and assistance in planning and preparing for the application of the Fix Pack, Patch or Upgrade
- Internally communicate any visibility or plans of Client Upgrades so that we are prepared to

Support, should support be needed.

3.3 Assimil8 can upon request and at additional cost conduct the Upgrade, Fix Pack or patch to the Client's environment.

4. Support Desk Overview

4.1 The Assimil8 support desk ("Support Desk") is a technical support team that provides prompt, knowledgeable, courteous "Solution and Application" support services over the phone, in person, and via email to the Assimil8 client community.

4.2 The Support Desk aims to resolve all application interactions on the call and solution support queries within the published service level agreement timeframes, depending on their complexity and severity code. If this is not possible, the inquiry is escalated and referred to alternate resources within Assimil8 to resolve the problem.

4.3 If the problem or request concerns an unsupported operating system, hardware, software or service, staff will do their best, given call volume, to suggest other avenues of support.

4.4 A Client can log a support ticket using their purchased "Support Credit" allowance, if the issue only takes a portion of the hour to resolve this still constitutes 1 (one) "Support Credit". For the avoidance of doubt, if an issue takes 3 hours to resolve 3 (three) "Support Credits" will be deducted from the clients purchased allowance.

4.5 If the client has used up all their "Support Credit" allowances, additional tickets will not be accepted by the support desk team. Additional "Support Credit" can be purchased when current "Support Credits" have expired or consumed.

5. Scope

5.1 The purpose of the Support Services is to perform functions necessary to provide clients with:

5.1.1. Support related to the resolution of problems including remote and onsite support

5.1.2. Technical expertise with regard to the use of standard software and solutions in place.
5.2 Please refer to clause 21 (Beyond the scope of support desk) below

6. At A Glance Definition

6.1 The Support Desk supports Windows and Linux operating systems using supported software.
6.2 ALL Support Desk cases raised **SHOULD BE DOCUMENTED IN ENGLISH**. Accompanying materials, screen captures or error messages should be translated where relevant to the case.
6.3 The items covered below, in clause 13 (Supported Software) include the software currently supported by Assimil8 in this Agreement and do not include new software that may be purchased in the future relating to the THE SUPPLIER Business Intelligence infrastructure, environment or solution. Any request received that relate to software that is not listed below will not be a priority for resolution.
6.4 Should the Client's issue not be resolved, alternative avenues for support will be attained and managed by Assimil8 in the resolve of the problem.

7. No regional variety

7.1 Assimil8's current client base spans the globe, much like its clients' operations, there could be different procedures for different countries or even procedures for certain sites, and this contract offers the same service to all clients specifically for Europe. In short, all procedures that you will find in the contract will not make any split up per European country; all procedures (e.g. case ownership, case closure procedure...) apply to each and every country in Europe that we support today.

8.0 Key Parties

All key parties and contact details will be listed in the Statement of Work.

9. Contact Information

9.1 Support Calls can be logged with the Assimil8 Support Desk by the following methods.

Preference	Method	Availability to log calls
1	Website	24/7/365
2	E-Mail	24/7/365
3	Phone	as per contract Mon-Fri 9-5

9.2 Contacting individual consultants is not encouraged, as we ask all consultants to switch mobile phones to 'silent' or to 'off' whilst on-site or at the office working on a Client project or premises. We would kindly ask that this approach is respected.

10. Services Coverage

10.1 Hours of Service availability

10.1.1 Service availability is expressed in terms of the days of the week and also hours within that day. Some exceptions exist and are listed below – such as public holidays. All times, unless explicitly expressed are in GMT following seasonal adjustments for Daylight Savings Time.

10.1.2 The Support Desk is professionally staffed from 09:00AM to 17:00PM from Monday through Friday for standard support, excluding UK public holidays.

10.1.3 When a Support Desk Specialist is not immediately available via telephone, the Client will be offered the following options: leave a voice mail message or access the Support Desk via email. Voice mail received during normal business hours will be responded to within 30 minutes. If the request is critical, it is advisable to email the Support Desk for a Specialist or consult your primary Business Intelligence contact.

10.1.4 At times, there are issues that may cause heavy call volumes and may prevent staff from getting back to someone within the standard time-frame of 30 minutes. During these times, the

Support Desk welcome message will be modified to reflect the current condition, alerting Clients to potential longer wait times.

10.1.5 Responses to email requests will be made within 2 hours, if received during normal business hours. Responses made to emails received after posted working hours will be made by 10:00AM (GMT) the next Business Day. Critical or very important requests should always be phoned into the Support Desk and your primary Business Intelligence contact notified.

10.1.6 Only non-critical request should be emailed, as email service delivery is not guaranteed and the Support Desk cannot ensure the timely receipt of requests. Email service level commitments are based on the time the request actually reaches the Assimil8 Support Desk.

11. Case Management Severity Levels

Severity Code	Definition
Level 1	Critical Impact Outages at an entire site or multiple locations with no workaround.
Level 2	Major Impact Application or Service outage affecting multiple users (With workaround)
Level 3	Moderate Impact Single user problem.
Level 4	Minor Impact Service Degradation
Level 5	Service or Application Questions

12. Services On Site (SOS)

12.1 Support Desk services staff and consultants acting pursuant to Support Desk services agreements may make on-site visits to fix Client's Business Intelligence problems that cannot be resolved over the phone. SOS is designed to assist users needing specific, on-site support on an infrequent basis. SOS appointments must be justified with a Support Desk documented case and Support Desk staff attains internal approval to provide such SOS services

12.2 Please note that SOS will involve additional cost and reasonable travelling charges being incurred by Client.

13. Software Inventory

13.1 Supported Software list

Assimil8 will deliver Application and 'Feature' and 'Functionality' support on the following applications utilised in the Business Intelligence, reporting and analysis solutions of Client. Other applications will be supported on best effort level only. List of support applications will be detailed in the Order Form and Statement of Work.

14. Case Procedures

14.1 Assimil8's Support Desk is the management centre for all Client calls and owns the call until its closure.

14.2 Any 2nd Level support resources utilised upon a case are responsible for timely resolution of cases assigned to them. In each case both the Support Desk representative and any 2nd line support will keep the Client updated about the progress of their call, either via telephone or e-mail.

14.3 Overall ownership of the case logged at the Assimil8 Support Desk will remain with the **Support Desk throughout the lifecycle of the request.**

15. Client Procedure

15.1 If there is a problem within the Business Intelligence infrastructure and solution, Client should carry out the following procedure:

15.1.1 End User report error to Client 1st or 2nd Line support

- Client 1st or 2nd Line support, troubleshoot error with repository and library of self-support and common FAQs.

- Client 1st or 2nd line support close problem internally and update internal troubleshooting and self-Support documentation.
- Log issue and resolution on internal monitoring systems, owned and managed by Client.
15.1.2 Upon exhausting to-hand material and agreeing the Case needs to be escalated for Support with Assimil8;
- Log User name
- Log region and note security level of user profile
- Attain brief description of the problem (translate to English for report to Assimil8)
- Attain supporting material where relevant and appropriate, error message, screen shoot, error log, screen display or values
- Log Issue details on internal error monitoring system, sheet.
- Log time and Date
15.1.3 1st or 2nd line support, or nominated user, Call/email Assimil8 Support Desk. Communicate:
- Client Company Name
- 'Reportee' Name and contact details
- Problem Severity level
- Case details
- Clearly document Case Number given by Support Desk
- Record Time and date of the call and action, or escalation details.

16. Client Responsibilities

16.1 Assimil8 will perform the functions necessary to receive Problems and Service Requests, provide Client with access to expert technical assistance.

16.1.1 When Client contact the Support Desk they should be prepared to spend the time required to resolve the issue,

16.1.2 Have their UserID and phone number available

16.1.3 Be at the computer/server that they are requesting Support with or have the ability to replicate the issue from their own machine under similar circumstan

16.1.4 Abide by the Support Desk policies as stated by the Support Desk Speciali

16.1.5 Approve or seek approval for remote access or remote control of the server/computer in question

16.1.6 Obtain an 'administrative' log on should the problem necessitate investigation of server or

16.1.7 Cognos administration

16.1.8 Have notified the first or second line of support as documented in section 'Parties full details'.

16.1.9 Client implements policies for end users that mandate the use of the Self Support Services solutions that have successfully demonstrated the solution's ability to resolve end user problems.

16.1.10 Have exhausted all troubleshooting or self-Support instructions from the BI local administrator

16.1.11 Maintaining notification distribution list for e-mail and voice mail communications activities, in respect of outages or problems

16.1.12 Developing and updating documented resolution processes and scripts for resolving Known Errors, as well as identifying reasonable circumventions and workarounds for Known Errors;

16.1.13 Periodic maintenance routines and pro-active environment management of the solution is the responsibility of the

16.2 The creation and initial procedural support of a Disaster Recovery procedure is outside the scope of Support Desk and would be categorised as a consultancy activity to ensure the process is configured and deployed to suit Client and their infrastructure.

16.3 To the extent a Support Desk Contact is not related to Infrastructure Services or other services (such that a Support Desk Contact being a "Misdirected Contact"), Assimil8 will refer such Misdirected Contact to the appropriate entity for resolution and will not be responsible for tracking and managing any issue associated with such Misdirected Contact. Such Misdirected Contacts will not be included in Support Desk reporting.

17. Assimil8 Responsibilities

17.1 Assimil8 will provide Support Services Program Services to the Client, with reasonable skill and care in accordance with the Statement of Work and this Agreement, including as specified in this clause 17 provided Program Services are in effect for the Program. The Client must provide timely written notice of any failure to comply with this requirement so that Assimil8 may take corrective action.

17.2 Assimil8 will perform the functions necessary for routing Cases to the appropriate entity for resolution, tracking the progress of Case, resolution efforts, escalating Cases to the appropriate levels for resolution, providing status updates on service availability, and closing Cases.

17.3 Assimil8's responsibilities with regard to the Support Desk Support Services will include the following activities:

17.3.1 Opening a new Case for each Problem reported to the Support Desk, subject to the following

17.3.2 Client responsibilities criterion and procedures.

17.3.3 Validate and Assign a Severity Level Code to the Problem based on Assimil8's severity matrix.

17.4 Classifying the Problem by the particular service, application and problem category.

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- Conduct validation of user reporting case
- Record user reporting case full contact details
- Conduct validation of problem and investigation thereof
- Conduct and communicate escalation path if necessary
- Assign Case Number
- Assign target date/time for resolution
- Notify Assimil8 Business Intelligence Client contact of case and brief details when appropriate.
- Update case status with Client as progress is made
- Provide remote assistance to users utilising BI solutions within **Client** supported software.
- Close a Case upon (i) confirmation by the affected end user that the Problem has been satisfactorily resolved. (ii) Notification from Client the problem is no longer a case affecting the end user and a resolve been attained naturally or from external sources.

18. Procedure for requesting extensions.

18.1 Assimil8 understand that organisations need to have extended service availability either as part of their own Program Services, by 'exception' for example requiring extended hours of support availability or in requested activity phases to provide extra cover during infrastructure testing or maintenance etc.

18.2 Client can extend hours of service and support by including the new terms in an addendum to this Agreement which is to be signed by both parties. Note obtaining extended services in addition to the Agreement will require written notice and will incur additional cost.

19. Problem Tracking

19.1 A summary of all Support Desk Cases are reviewed on a weekly basis with the Director of Professional Services. Cases and their status are reviewed against targets and performance levels set out in this agreement. Constant monitoring is conducted to highlight areas of improvement internally and in this process to ensure the Client has the best possible experience when reporting problem cases.

19.2 Feedback is communicated on agreed periodic terms with the Business Intelligence (Assimil8) contact

20. Escalation Process Client

20.1 In cases where Client feels the case which has been opened has:

20.1.1 Not been addressed in the timescale advised from the severity level applied to the case.

20.1.2 Case closed unsatisfactorily, without Client agreement.

20.1.3 Customer service upon the call was not acceptable or satisfactory.

20.1.4 No communication received in agreed timelines on updates of the call.

20.1.5 Client is in anyway aggrieved by the level of service or communication having logged a support case with Assimil8.

20.2 Client can escalate the case by:

20.2.1 Contact Assimil8 Primary business Intelligence contact as stated on the Program Services Agreement to raise Escalation of process and communicate the current issue. This can be done via EMAIL or Telephone and should be done at the earliest point of escalation from Client.

20.3 Upon receipt of a grievance or requirement to escalate a case above the current responsibility of the support team the Assimil8 Primary business Intelligence contact will;

20.3.1 Take all references of call and Support team responsible

20.3.2 Investigate current status of case with Support team responsible

20.3.3 Communicate update to Client with any new agreed status or timeline for resolve and attention of the call.

20.3.4 This escalated case will be communicated back to the originator within 1 hour of the escalation request and the status of the support call amended according to the mutual agreed action plan and timeline.

20.3.5 A record will be made of the escalation for monthly review in support meetings.

20.4 *In the event that Client Assimil8 Primary Business Intelligence contact is unavailable escalation should be made to the Director of Support Services on the following number for action:

Telephone +44 (0) 845 812 0138

Attention Director of Support Services

20.5 The same process will be followed to raise the profile of the case with Assimil8 and a satisfactory action plan and timeline agreed and put in place.

21. Beyond the Scope of Support Desk

21.1 The Support Desk does not support:

21.1.1 Assimil8 does not and are not responsible for the decisions made by the business on the data provided within the solutions developed by or solutions supported by Assimil8 Limited, the responsibility of the data and the decisions made utilising that data is the Clients' responsibility.

21.1.2 Local network issues relating to degradation in performance of the BI Infrastructure

21.1.3 Support of ERP configuration changes

21.1.4 Resolution of cases in relation to ERP Business System configuration changes

21.1.5 Fixing external ISP related problems (e.g. Cox and AOL private networks)

21.1.6 Telephony Training or extensive telephone instruction

21.1.7 Business Systems systems specific support outside the remit of or unrelated to BI Infrastructure

21.1.8 Sun One administration configuration or infrastructure unrelated to BI

21.1.9 The creation and initial procedural support of a Disaster Recovery procedure is outside the scope of Support Desk, and would be categorised as a consultancy activity to ensure the process is configured and deployed to suit Client and their infrastructure.

21.1.10 Periodic maintenance routines and pro-active environment management of the solution is the responsibility of the Client.

21.1.11 The choice to Upgrade Cognos applications to a fix or major release level i.e. 8.0 – 8.4 or 7.3 to Cognos8 is beyond the scope of this Agreement. Intentions to upgrade should be clearly communicated to the appointed Client BI Principal contact. Upgrades to major releases will fall under the remit of consultancy activity.

22. Warranty for Assimil8 Program Services

22. Assimil8 warrants that it performs Program Services using reasonable care and skill and according to the current description in this Agreement. Client agrees to provide timely written notice of any failure to comply with this warranty so that Assimil8 can take corrective action. This warranty is Client's exclusive warranty and replaces all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose and any warranty of non-infringement. Assimil8 does not warrant uninterrupted or error- free operation of Program Services or that Assimil8 will correct all defects.

23. Maintenance Modifications

23.1 Assimil8 will make available to Client Maintenance Modifications released by THE SUPPLIER during the term of this Agreement. Client agrees to incorporate Maintenance Modifications on all Programs as soon as commercially possible.

24. Programs No Longer Covered Under Program Services

24.1 For Programs that are no longer covered under Program Services, Assimil8 will only provide information on known Program defects, defect corrections, restrictions, and bypasses for the unmodified portion of Programs as kept available by THE SUPPLIER. THE SUPPLIER generally maintains this information for a minimum of one year after Client acquires the Program from Assimil8. Assimil8 will act as interface to Client.

25. Remote Access to Programs

25.1 Client is responsible for the installation and maintenance of any communication service or equipment required to allow access to Programs so that Assimil8 and THE SUPPLIER can meet the obligations under this Agreement. Client will notify Assimil8 of any failure of a Program and ensure Assimil8 and THE SUPPLIER are allowed sufficient access to the Program for Assimil8 and THE SUPPLIER to perform its responsibilities regarding the Program Services and provide Assimil8 and THE SUPPLIER with modem or network access to a Program located on Client's development and production systems to allow Assimil8 Limited and THE SUPPLIER to perform the Program Service remotely.

26. Program Services delivered by THE SUPPLIER

26.1 In the performance of the Support Services, Assimil8 can apply for Support Services directly from THE SUPPLIER in further support of the required assistance. Client receives both the combination of Program Services directly from Assimil8 and indirectly from THE SUPPLIER.

27. Changes to the Support Services

27.1 Either party may request modification of a Statement of Work by means of a written change request ("Change Request"). When a party submits a Change Request, Assimil8 shall promptly estimate the financial and scheduling impacts, if any, expected as a result of the proposed Change Request. The parties shall promptly meet, or discuss via the telephone if more convenient, to review the estimate and determine whether, and with what modifications, the Change Request would be mutually acceptable. Assimil8 may not unreasonably refuse to accept a Change Request initiated by the Client if the Client agrees to bear the financial and schedule impacts identified by Assimil8. If the parties agree to a Change Request, they shall attach it signed and dated as an addendum to this Agreement. If the parties are unable to agree within five (5) Business Days after the Change Request is submitted, then the submitting party shall withdraw the Change Request by notice to the other party at the address for notice provided herein.

28. DATA PROCESSING PROTECTION

28.1 The Client hereby represents and warrants, under its own responsibility that no Personal Data subject to Data Protection Laws are or will be processed by Assimil8 as a Processor on behalf of the Client as part of the provision of the Support Services.

28.2 The Client shall communicate to Assimil8 in writing, without undue delay, any anticipated change affecting Client's representation and warranty in Section 28.1 above. Subject to any other data processing terms to the contrary agreed be the parties, Assimil8's Data Processing Policy will govern all data processing activities by Assimil8, and shall amend this Agreement, as is reasonably required (1) to reflect the parties' obligations and risks under Data Protection Laws and (2) for Assimil8 to provide the Support Services in a manner that allows Client and Assimil8 to comply with their respective obligations under Data Protection Laws prior to the change affecting Client's representation and warranty in Section 28.1, above.

28.3. The Client agrees to assist Assimil8 in any request or procedure by a national data protection supervisory authority, or in any lawsuit, relating to the processing of any Personal Data covered by the representation and warranty in Section 28.1, above.

28.4. Furthermore, the Client shall indemnify Assimil8 for any cost, charge, damages, expenses or loss arising from Client's noncompliance with Section 28.1 and 28.2, above.