

LUMEON Limited (Lumeon)  
SUPPORT AGREEMENT

## Definitions

The Capitalised terms used in this Support Agreement shall have the meanings attributed to them in the Standard Terms and Conditions, if not defined otherwise in this Support Agreement.

**“API (Application Programming Interface)”** is a set of functions and procedures that allow the creation of applications which access the features or data of an operating system, application, or other service.

**“Credit Amount”** means the percentage of the Service Fee.

**“Commercially Reasonable Efforts”** means the same degree of priority and diligence with which Lumeon meets the support needs of its Clients other similar clients.

**“Embedded Software”** means any third party software embedded in the Product(s) and/or Services.

**“Equipment”** means any hardware servers and/or hard drive systems.

**“Essential Limited Support”** has the meaning as described in the Client Support Handbook.

**“Incident severity”** means the categorisation of a reported Incident based on impact and prioritization as defined in the Client Support Handbook.

**“Live Environment”** means an environment that is in a production mode and in use by real users to conduct business activities.

**“Out-of-scope Services”** has the meaning describe in clause 3.1. of the Support Service.

**“Self-Hosting”** means the Product(s), which will be made available by Lumeon to the Client, via the Client’s own Equipment.

**“Service Credit”** mean the service credits specified in the table set out in clause 2 of the SLA.

**“Service Fee”** is the Annual Charge for Product(s) divided by twelve (12).

**“Service Level Resolution”** means a provision of a solution to an incident or Product Fault either by employing a temporary fix, an answer or a technique that provides a solution to the reported problem.

**“Service Level Response”** mean in the Service Level Targets the initialisation of the support process through engagement with the Client to progress information gathering, analysis or issue replication.

**“Service Level Target”** means the target for the Service Level Responses and Resolution times referred to in the Client Support Handbook.

**“Support Request”** means the request made by the Client in accordance with this Support agreement for support in relation to the Product and/or Services, including correction of a Product Fault

**“Update”** means providing fixes and patches, correcting bugs or adding minor software enhancements and compatibility. An update can include driver updates that improve the operation of hardware.

**“Upgrade Release”** means a major software enhancement or replacement of the software with a newer or better version to improve the current version.

## SUPPORT SERVICE

### 1. Support Service & Hours

1.1 During the Term, Lumeon shall provide the Support Service to the Client within the Support Hours.

1.2 Lumeon will perform the Support Services via the Support Portal (and if required by email at Lumeon’s sole discretion) and materially in accordance with the Support Tiers set out in the Client Support Handbook contingent on the Support Tier ordered by the Client and as amended from time-to-time. In the event of a conflict or ambiguity between the Agreement and the Client Support Handbook, the Agreement shall prevail.

1.3 The SLA will apply in respect of Support Services.

1.4 The Client shall comply with any third party supplier terms and conditions applicable to the Services.

1.5 The Essential Limited Support during the Term shall be included in the Annual Fee. The Out-of-scope Service and any enhanced Support Service entitlement outside the Essential Limited Support shall be charged for at the applicable rates set out in the Order Form.

### 2. Support Exclusions

2.1 Without limitation, Lumeon shall have no obligations and shall not be deemed to be in breach of the Agreement to the extent that any defect in the Services arose or to the extent that any defect exists or was increased as a result of:

- 2.1.1 incorrect use, operation or corruption of the Product(s) and/or Services caused by an Authorised User or End User unless it was due to an instruction of Lumeon;
- 2.1.2 use of the Product(s) and/or Services with software, API's, systems, peripherals, data centers or on Equipment or networking that Lumeon has not confirmed in writing is compatible;
- 2.1.3 Authorised User or End User error and/or use of the Product(s) and/or Services for a purpose or in a way in which Lumeon could not reasonably have expected it to be used;
- 2.1.4 use of any Platform API other than: (i) as expressly approved by Lumeon in writing (including in any standard documentation for such API); or (ii) in any manner in which Lumeon could not reasonably have expected it to be used (including but not limited to unnecessary frequency or intensity of use or poor implementation of the application accessing the API).
- 2.1.5 failure by an Authorised User or End User to implement solutions to, or other proper recommendations in respect of, Product Faults as previously advised by Lumeon;
- 2.1.6 failure of or a defect in any equipment or hardware provided by the Authorised User or End User;
- 2.1.7 failure to have installed the most recent or one of the two (2) previous versions of the most recent Upgrade Release or failure to use equipment or a browser required to use the Product(s) and/or Services as set out in the Technical Requirements;
- 2.1.8 an Authorised User's or End User's use of third party software other than third party software provided or approved by Lumeon;
- 2.1.9 any fault in any equipment or software used in conjunction with the Product(s) and/or Services except insofar as Lumeon has specific relevant obligations in respect of such equipment or software under the Agreement.

### **3. Out-of-scope Service**

3.1 The scope of Lumeon's Support Service does not include:

- 3.1.1 On-site support
- 3.1.2 Support for interfaces to data sources
- 3.1.3 Data management, data retrieval, data file copying or distribution, additional development, configuration, other changes to the operation of the Product(s) and/or Services, administrative tasks or any other routine operational responsibilities;
- 3.1.4 Product Faults with: (i) Pass-Through Services; or (ii) Client directly contracted third party services to which the Product(s) and/or Services interfaces; or (iii) any third party services integrated into the Product(s) and/or Services other than to the extent that the use of third party data centers in the provision of the Product(s) and/or Services affects the Product(s) and/or Services availability or performance;
- 3.1.5 Defects or Product Faults in third party software utilised by the Product(s); and
- 3.1.6 Disaster Recovery Plan.

Lumeon will make Commercially Reasonable Efforts to assist in the resolution of issues relating to the exclusions in clause 3.1. provided that material time and cost do not have to be incurred. Lumeon shall be entitled to charge the reasonable costs (i) of any work that is undertaken to diagnose or support the fixing of a problem with any of the systems or services identified in clause 3.1; and/or (ii) for any on-site support.

3.2 Notwithstanding clause 3.1.4, to the extent that any part of the Product(s) and/or Services utilises Embedded Software, including any open source software, and there are any defects in such Embedded Software that materially affect the use of the Product(s) and/or Services, Lumeon shall use its Commercially Reasonable Endeavours to promptly:

- 3.2.1 remedy such defects; or
- 3.2.2 change the affected Embedded Software for an appropriate alternative (which may be an upgrade to a newer version or from an alternative supplier); or
- 3.2.3 amend the Product(s) and/or Services to circumvent the defect or issue; and such obligation shall be Lumeon's sole liability and the Client's sole remedy in respect of such defects or Product Faults.

### **4. Registered Technical Contacts, submitting Support Requests and Access**

4.1 The Client shall identify the name and contact details of the Registered Technical Contacts in the SOW. The maximum number of Registered Technical Contacts is set out in the Client Support Handbook and corresponds to the specified Support Service purchased by the Client.

4.2 The Registered Technical Contacts shall solely be responsible for providing all front line support to Authorised Users and End-Users, including without limitation:

- 4.2.1 Responding to all Authorised User and End-User enquiries relating to the Product(s) and/or Services.

- 4.2.2 Identifying the nature and extent of the reported problem.
  - 4.2.3 Verifying whether the reported problem is a reproducible error.
  - 4.2.4 Advising of any recommended known solution or workaround to such problem or error.
  - 4.2.5 Resolving any administrative requests.
  - 4.2.6 Resolving any configuration requests that can be handled within the user interface.
  - 4.2.7 Resolving any Client internal, network and internet connection issues.
  - 4.2.8 Documenting and escalating to Lumeon's helpdesk any unresolved issues.
- 4.3 Registered Technical Contacts shall solely make every reasonable effort to resolve issues and eliminate any local causes before raising a Support Request.
- 4.4 In the event of an unresolvable issue in accordance with clause 4.3., the Registered Technical Contact may exclusively request Support Services by way of a Support Request via
- 4.4.1 Telephone (+44 (0) 203 137 9999) for any incidents severity level 1 and 2; and
  - 4.4.2 Support Portal (<https://help.lumeon.com>) for any incidents severity level 3 and 4.
- 4.5 Each Support Request shall include a description of:
- 4.5.1 The Product, and/or module and version
  - 4.5.2 Incident category, Severity, description and symptoms
  - 4.5.3 supporting information
  - 4.5.4 contact details where different to the Registered Technical Contacts
- 4.6 The Client shall provide Lumeon with:
- 4.6.1 Prompt notice of any Product Faults; and
  - 4.6.2 Such output and other data, documents, information, assistance and (subject to compliance with all Client's security and encryption requirements notified to Lumeon in writing) remote access to the Client System, as are reasonably necessary to assist Lumeon to reproduce operating conditions similar to those present when the Client detected the relevant Product Fault and to respond to the relevant Support Request.
- 4.7 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer Site to the Customer System and the Customer's files, equipment and personnel. (Applicable to Self-Hosting Clients only)
- 4.8 The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to the Supplier. (Applicable to Self-Hosting Clients only)
- 4.9 For security purposes, any Registered Technical Contact may be subject to a call back on their phone number as pre-registered with Lumeon. Support Service may be delayed until such verification can be completed.
- 4.10 Lumeon shall be under no obligation to provide support in respect of any Client side, Authorised User or End User software, systems, network or internet connectivity.

## **5. Updates, Planned Downtime & Maintenance**

- 5.1 Lumeon may modify its Product(s) at any time without notice. Lumeon may, but is not obliged to, apply software Updates provided by itself or by any third party suppliers used in the provision of the Product(s) at its sole discretion at any time.
- 5.2 Lumeon reserves the right to undertake other maintenance activities and system Updates at any time in the Maintenance Window.
- 5.3 Where Product(s) downtime is planned, Lumeon will use its reasonable endeavours to give the Client reasonable advance notice. The Client accepts and acknowledges however that in emergency situations it may not be practical to give notice.
- 5.4 Product(s) downtime as measured for the SLA shall not include planned maintenance.

## **6. Upgrade Releases**

- 6.1 Lumeon shall, but is not obliged to, make new Upgrade Releases of the Product(s) available from time-to-time. If any Upgrade Releases are made available to Client, the Standard Terms and Conditions together with this Support Agreement will apply to such Upgrade Releases unless the updated Product(s) are accompanied by a separate license or terms and conditions. If updated Product(s) are accompanied by a separate license or terms and conditions and the Client uses such updated Product(s), then that license will apply with respect to such Product(s). If Client are provided with updated Product(s) and no separate license agreement or terms and conditions are accompanying those updated Product(s), the then-current Standard Terms and Conditions and Support Agreement will apply to your use of those updated Product(s). The Client is under no obligation to accept

an Upgrade Release. Notwithstanding the foregoing, Lumeon shall only support the current or one of the two (2) previous releases in accordance with Clause 2.1.7.. Where the Client requires support or assistance in relation to an Upgrade Release, this shall be charged on a time and materials basis agreed in writing with the Client. Lumeon may also deprecate any of the Product(s) at any time, without notice to the Client. Lumeon is not required to provide Client with an updated version of any deprecated Product(s).

6.2 Lumeon reserves the right to charge additional fees for new features or services whether or not they form part of an Upgrade Release. The Client shall only be obliged to pay for such features or services if Authorised Users or End Users start to use them.

## **7. Pass-Through Services and other ad hoc services**

7.1 Where the Client requires any Pass-Through Service the terms and conditions of the provider of the Pass-Through Service shall apply.

7.2 Lumeon shall be entitled to change the provider of any Pass-Through Service on no less than 30 days' notice to the Client.

7.3 Where Lumeon agrees to provide any ad hoc services, such services will be billed on a time and materials basis including reasonable expenses.

## **8. Support Service Improvement**

Lumeon may track and analyse Client Data or any other data provided from the Client to Lumeon within the Support Service for the purposes of service management and improvement. All analysis shall be on an anonymised basis.

## **9. Termination**

In the event of (i) a discount provided to the Client related to the Support Service; and (ii) the Client's early termination of the Agreement, and (iii) therefore the obligations, for which the discount was provided, not being met, Lumeon shall invoice the Client the difference and such invoice shall be paid within 30 days of the date of the invoice.

## **SLA (SERVICE LEVEL AGREEMENT)**

### **1. Service Levels**

1.1 Lumeon shall:

1.1.1 prioritise all Support Requests based on its reasonable assessment of the Incident Severity of the incident reported; and

1.1.2 provide Service Level Response to all Support Requests in accordance with the Service Level Target specified in the Client Support Handbook.

1.2 Any support ticket relating to a non-production environment (e.g. test, training and staging environments); shall be categorised to an Incident Severity below the corresponding level in a Live Environment.

1.3 If a Support Request is referred back to the Client for further information or testing, the measurement of time to the Service Level Resolution target will be stopped until such time as such information or confirmation of testing has been received by Lumeon. Should such information or confirmation not be received within 10 Working Days then Lumeon will notify the Registered Technical Contacts of auto-closing the ticket within two (2) Working Days of the receipt of such notification to the Client and if the information or confirmation of testing is not received within two (2) Working Days of notification to the Client then the Support Request may be closed at the discretion of Lumeon.

1.4 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level Response times.

1.5 Lumeon shall give the Client regular updates of the nature and status of its efforts to correct any Product Fault.

1.6 Where a Product Fault recurs and a Support Request has previously been raised and closed, any subsequent Support Request raised for the recurrence of the Product Fault shall be classed as a new instance.

1.7 Any delays caused by the Client's actions or by any failure of the Client to act (including time taken by the Client to approve any of Lumeon's actions) shall be taken into account in assessing whether Lumeon has met any of the timescale targets in the SLA.

### **2. Service Credits**

2.1 In the event of a Product Fault during a calendar month of the Term, the Client shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant Product availability on submitting a written claim for such Service Credit within three (3) months (at the earliest of the end of the respective calendar month) in which they arose, provided that the failure

- 2.1.1 is related to a Product Fault;
- 2.1.2 the Product Fault occurred within the contracted Working Hours;
- 2.1.3 did not result from an incident mentioned under clause 2.1 of the Support Service or a cause outside the Lumeon's control; and
- 2.1.4 was promptly notified to Lumeon under clause 4 of the Support Service.

Product Availability	Credit Amount
95.5 – 97.5% of Working Hours in each calendar month.	2.5%
0 – 95% of Working Hours in each calendar month.	5%

- 2.2 In calculating the achievement or non-achievement of Service Credits, the Product non-availability shall be measured from the time 1) the Product Fault is reported by the Client in accordance with Clause 4.4. of this Support agreement; or 2) Support Service notifies the Client of an unavailability of the Product; whichever is the earlier, to the time of the Client notifying Support Service of the end of the Product Fault via the Support Portal or e-mail. For the avoidance of doubt, only the first ticket raised shall be counted for each distinct instance of a Product Fault and any other tickets shall be ignored.
- 2.3 Lumeon shall have the right to deduct the time when calculating the Product Availability and Credit Amount where the Client delayed or failed to notify Lumeon of the Product Fault resolution.
- 2.4 Product Fault calculations are rounded to the nearest 30 minute interval.
- 2.5 Product Availability is rounded to the nearest half or full digit percentage (f.ex. 96.38% is rounded to 96.5%)
- 2.6 In the event of a Product Fault carrying over from one calendar month to the next one, the Product Fault will be counted against the calendar month in which the Product Fault started.
- 2.7 The maximum total annual Service Credit shall be 20% of the Service Fees.
- 2.8 The entitlement to Service Credits shall be deemed waived in the event of Service Credits not being claimed within three (3) months of the non-achievement of Service Level Target.
- 2.9 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Client and not a penalty.
- 2.10 The provision of a Service Credit shall be an exclusive remedy for a particular Product availability failure. For the avoidance of doubt, a Product that is available but not running on full capacity/speed will not entitle the Client to Service Credits.
- 2.11 Service Credits shall be cumulated to the end of the Term. The Term shall be extended free of charge by the amount of Working Hours the Service Credits have cumulated. Lumeon shall not in any circumstances be obliged to pay any money or make any refund to the Client.
- 2.12 Any modification, configuration or alteration of the Product(s) made by an Authorised User and/or End User without prior approval by Lumeon in writing, resulting in a damage or Product Fault will be excluded from the entitlement to Service Credits;

## **GENERAL**

### **1. Liability**

- 1.1 Lumeon shall not be liable for any Services not being part of this Agreement and any defects non-performance outside its reasonable control including but not limited to Clause 3.1.4 and 3.1.5. of the Support Service.
- 1.2 Lumeon shall not be liable for any modification, configuration or alteration to the Service(s) made by an Authorised User and/or End User without prior approval by Lumeon in writing, resulting in a damage or Product Fault.

- 1.3 To the extent permitted by law and subject to the provisions contained in Clause 9.2 of the Standard Terms and Conditions, the total aggregate liability of Lumeon to the Client, with regards to claims related to the Support Service, shall in no event exceed the amount paid to Lumeon for the Support Service.
- 1.4 The provisions of this Clause shall survive termination of the Agreement.

## **2. Governing law and Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.