

SCHEDULE 2: MAINTENANCE SERVICES

Support Hours: 09:00 to 19:00 CET on Business Days

Helpdesk: On Business Days:
Via email to support@equias.org
Via telephone - +44 (0)1372 365760

1. Maintenance Services

- 1.1 Until Licensed User successfully communicates with its trading partners via the Equias Software, Ponton shall provide Maintenance Services in relation to the installation and set-up of the Equias Software (the **Roll-out**), provided however that in the event the Roll-out is not completed within a period of eight (8) calendar weeks from the date that Ponton provides the relevant hotlink to Licensed User, Equias will use best efforts to procure that Ponton and Licensed User will separately agree the services necessary to complete Roll-out.
- 1.2 Upon Licensed User's request to the Helpdesk:
 - (a) Ponton shall assist such Licensed User with operation, Software Updates, explanation of functionality and configuration options, the installation and management of electronic certificates issued by Ponton;
 - (b) Ponton shall publish certificates for Licensed User; and
 - (c) Ponton will respond to the request of Licensed User by providing support via telephone, email or by means of a software-patch or Software Update (such means to be decided by Ponton in its sole discretion).
- 1.3 When a Licensed User submits a request for Maintenance Services, the Licensed User will classify the request into one of the three categories detailed in paragraph 2 of this Schedule.

2. Maintenance Submission Process

- 2.1 Ponton undertakes to provide a response to the request of Licensed User via the Helpdesk as follows:

Type of Licensed User Request	Response Time
“ Critical Request ” means that the Equias Software is not functioning, no viable work-around exists and Licensed User has to invoke manual back-up processes (which for the avoidance of doubt includes, but is not limited to, the use of facsimile transmission of data exchange messages).	within two (2) hours
“ Material Request ” means that the Equias Software is not functioning properly, or a major component is impaired, but some viable work-around(s) exist within the Equias Software.	within eight (8) hours
“ Other Request ” means any request which is neither a Critical Request or a Material Request.	within five (5) Business Days

2.2 In the event that Ponton does not agree with the classification of a request, Equias shall be entitled to classify the request itself.

- If Equias does not classify the request for whatever reason, Ponton shall fulfil the request according to the classification of Licensed User, provided however that the decision shall be resolved retroactively between Ponton, Licensed User and Equias and that Licensed User shall bear any additional costs incurred by Ponton in the event that the Licensed User has classified the request as being more urgent than it actually was.

2.3 Licensed User must initially communicate a Critical Request via telephone in order to alert the Helpdesk team and additionally notify the Helpdesk by way of email or via Ponton’s website.

2.4 Ponton shall provide a suitable remedy for a reported defect in the manner described above in paragraph 1.2(c) of this Schedule.

2.5 In the event that Ponton fails to remedy a defect in the Equias Software within 10 (ten) Business Days, the parties shall commence the process detailed at Clause 8 of the GTCs.

3. Software Updates

3.1 As necessary, Ponton shall provide software-patches to fix defects in the Equias Software or components thereof. From time to time, Ponton will integrate several software-patches into a Software Update. In the event a Software Update is released, Licensed User will use commercially reasonable efforts to install such Software Update as soon as practicable.

3.2 If Licensed User does not install one or more Software Updates within six (6) calendar months of the date of general release of such Software Update, Ponton may cease to provide (and Equias cease to procure that Ponton provides) Maintenance Services to such Licensed User.

3.3 For the avoidance of doubt, Software Updates shall be included in the Monthly Fees.

4. Software Upgrades

4.1 Upon Equias' request, Ponton may perform Software Upgrades. Licensed User will be notified of the required specifications and time frames for delivery of the Software Upgrade and Licensed User and Equias will separately agree on such services and the associated rates.

4.2 Software Upgrades are not currently, but may be in future, included in the Monthly Fees.

5. On-site Support and Other Services

- 5.1 All Maintenance Services rendered by Ponton under this Agreement are performed as remote service. If Licensed User requires on-site support, Ponton and the Licensed User will separately agree such services to be provided.
- 5.2 For the avoidance of doubt, services such as support with integration of the Equias Software into the back-end of the Licensed User's own systems are not contemplated by this Agreement and shall be subject to separate agreement between Ponton and Licensed User.

6. General Services Inclusive in the Maintenance Services

- 6.1 Ponton will provide the necessary miscellaneous services related to the provision of support and maintenance under this contract which are needed as an infrastructure for the Equias Software.
- 6.2 Ponton will maintain a Public Key Infrastructure ("PKI") and publish the certificates of all Licensed Users of the Equias Software. Such publication will be via Ponton's website.
- 6.3 "Miscellaneous Services" are the services defined below:
 - (a) Ponton will provide the Documentation to Licensed User.
 - (b) Ponton will host and maintain a request tracking system in order to track all requests of Licensed User and all other Licensed Users until they are solved and to maintain the quality of the Maintenance Services.
 - (c) Ponton will host and maintain a code versioning system ("CVS"), a test bed environment, and test platforms in order to maintain, test, and update the Equias Software.
 - (d) Ponton undertakes to host and maintain a project coordination website to which Licensed User will have access for information relevant to Licensed User.

For the avoidance of doubt, the General Services detailed in this paragraph 6 are included in the Monthly Fees.

7. Service Level Agreement for the 'Single Internet Address' Communications Service

- 7.1 Service Availability: 24x7, 99.8% available for all planned hours (excludes planned outages, see below)
- 7.2 Planned outages: a single planned outage of not more than 6 hours in any one calendar month with 1 calendar week's notice
- 7.3 Emergency outages: An allowance for single planned outage of not more than 2 hours in any two calendar month period with 2 business day's notice
- 7.4 All of the above reset each calendar period (1 month for 7.1 & 7.2, 2 month for 7.3)