



SCHEDULE 2C: ASSETWHERE SERVICE LEVEL AGREEMENT

1 DEFINED TERMS

In addition to the defined terms in clause 1.1 of the Agreement, in this Schedule 2C:

Data Management Service means the ongoing data update service to ensure that the Client Data within the Licensed Product relating to the Client's buildings, assets and services is current.

2 SUPPORT TERM

- 2.1 The Support Term for the Support and Maintenance Services is the period specified as such in the Product Agreement, and thereafter the provision of the Support and Maintenance Services will automatically renew for further Support Terms unless terminated by either party in accordance with the Agreement.
- 2.2 The Client may terminate the Support and Maintenance Services by terminating the relevant Licence in accordance with clause 15.1 of the Agreement. The Support and Maintenance Services may not be terminated by the Client without the Licence also coming to an end.
- 2.3 In the event that the Client ceases to receive Support and Maintenance Services for any period, whether as a result of termination, suspension or otherwise, and it subsequently wishes to renew the Support and Maintenance Services, the Client will be required to pay a reinstatement fee to EHG Services equal to the Support Fees that would have been payable during such period, together with advance payment of the Support Fee for the next 12 months.

3 INCLUDED SERVICES

- 3.1 The Support and Maintenance Services for AssetWhere will be provided on Support Days only and consist of the following:
 - 3.1.1 **User Support:** EHG Services will provide user support via its online support logging service. Thereafter, EHG Services will respond by email or telephone depending on the nature or severity of the support request;
 - 3.1.2 **Licensed Product Updates:** EHG Services will make available to the Client each functional release of the Licensed Product already licensed to the Client that EHG Services makes generally available without additional charge to its maintenance customers and which is intended to replace a prior Licensed Product release;
 - 3.1.3 **Bug Fixes:** EHG Services shall exercise commercially reasonable efforts to resolve any Bugs reported to it by Client in the required manner; and
 - 3.1.4 **Documentation:** EHG Services will make available updated Associated Documentation to the Client, generally in the form of online help for an update or Bug fix. Release notes will describe any functional changes to the Licensed Product.
 - 3.1.5 **Data Management Services:** EHG Services will provide services to the agreed allocated hours for the Data Management Services and the hours will be used for the purpose of updating AssetWhere on a quarterly basis.
- 3.2 In order to receive the Support and Maintenance Services, the Client must:

- 3.2.1 provide EHG Services with access to the Client's Personnel during normal business hours.; and
- 3.2.2 ensure that its Authorised Users are adequately supervised and managed when using the Licensed Product.

4 EXCLUDED SERVICES

4.1 EHG Services will not perform the Support and Maintenance Services in respect of:

- 4.1.1 any change or modification made to the Licensed Product without EHG Services' consent;
- 4.1.2 use of the Licensed Product or an Interface other than in accordance with the Associated Documentation;
- 4.1.3 installation of the Licensed Product on any Equipment or in combination with other software, where applicable, except as specified in the Associated Documentation and/or the Product Agreement;
- 4.1.4 any change or modification made to the Client Data used by the Licensed Product through software other than the Licensed Product without EHG Services' consent;
- 4.1.5 remedying issues or incidents which relate to the Cloud Hosting Services;
- 4.1.6 malfunctions caused by Harmful Content; or
- 4.1.7 anything which EHG Services determines to be Additional Training.

4.2 The Support and Maintenance Services do not include services requested as a result of, or with respect to, causes which are not attributable to EHG Services. If the Client requires these services, they will be invoiced to the Client on EHG Services' Current Rates. For the purpose of this section, causes which are not attributable to EHG Services include accidents, unusual physical, electrical or electromagnetic stresses, neglect, misuse, failure or fluctuation of electric power, air conditioning or humidity control, failure of rotation media not furnished by EHG Services, excessive heating, fire and smoke damage, operation of the Licensed Product with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications or causes other than ordinary use.

4.3 The following are excluded from the scope of the Support and Maintenance Services:

- 4.3.1 attendance at the Client's premises. EHG Services may, in its discretion, deem that it is required to provide the Support and Maintenance Services at the Client's premises. In such event, the Current Rates will apply to such attendance, in addition to the Support Fee, and the Client must pay the reasonable travel and accommodation related expenses incurred by EHG Services;
- 4.3.2 installation of the Licensed Product, which will be subject to the terms in Schedule 3A; and
- 4.3.3 Software Development Services in respect of the Licensed Product, which will be subject to the terms in Schedule 4.

5 CLOUD HOSTING SERVICES

- 5.1 Where the Client purchases Cloud Hosting Services for the Licensed Product from EHG Services, the Client acknowledges and agrees that:
- 5.1.1 the availability of the Licensed Product is dependent upon the Cloud Hosting Services and is not within EHG Services' control; and
 - 5.1.2 the Service Levels in this Schedule do not apply in respect of any issues, Problems or defects relating to the Cloud Hosting Services.
- 5.2 All issues relating to the availability of, and any issues, Problems or defects in, the Cloud Hosting Services are the responsibility of the relevant Cloud Hosting Services provider and will be subject to the terms and conditions and service levels which that provider has in place from time to time.