About this document

This is a description of Enate's Maintenance Service. It applies to contracts that incorporate this document by reference. It will be updated from time to time, and revised versions will be published at the same location online. If you want to be notified about changes, please email contracts@enate.net and provide your name, the name of your organisation (which must match the name of the organisation that has a contract with us), your role, and say that you want to subscribe for change notices regarding Enate Maintenance and Support. Look out for an acknowledgement of your request.

Enate Maintenance and Support

Scope

Where this document refers to an 'Order', it means the applicable contract document that specifies the details of what you have purchased. References in this document to the '**Enate Solution**', mean the software solution known as 'Enate' provided in the form of software-as-a-service or, if your organisation has subscribed to use Enate on your own hosting platform, in the form of object code for deployment on your facilities. The Order will state which organisation is the '**Customer**' and the '**Enate**' entity that contracted with your organisation. The Order will also state the **'Charges'** which are used to calculate any service credits.
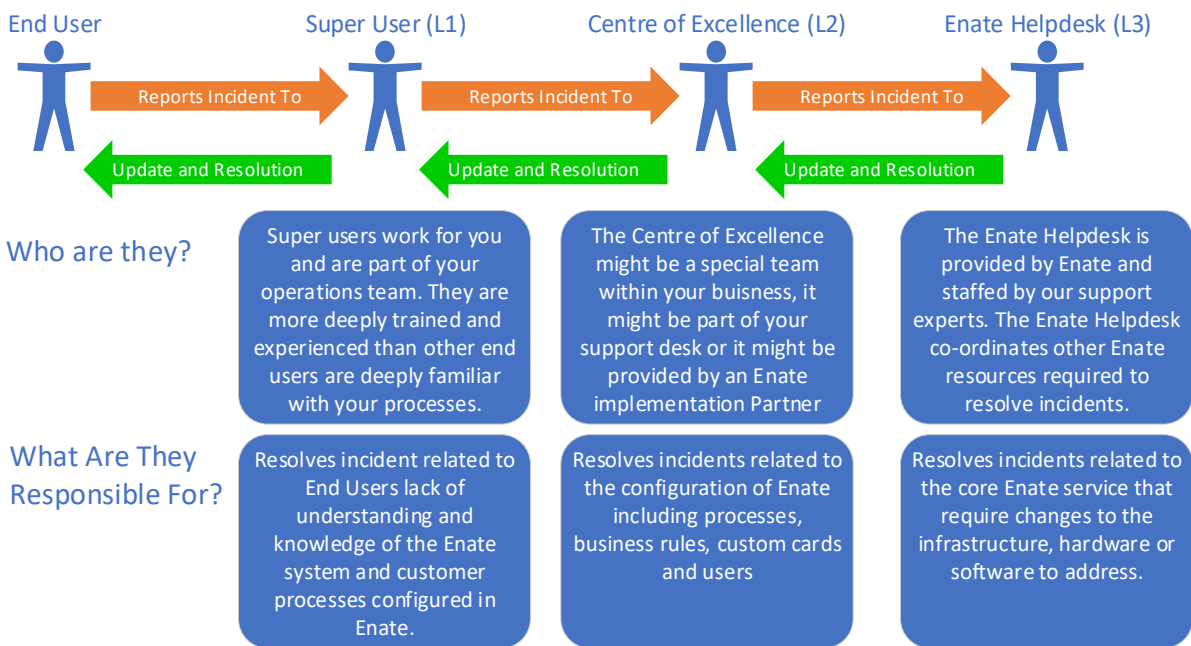
Enate Helpdesk Service

Enate provides a helpdesk service to customers to report incidents and for Enate to communicate progress resolving them.

What is the Helpdesk for?

The Enate Helpdesk is available to report incidents. An 'incident' is where the Enate Solution is not working as expected and is causing a problem for Customer's business.

The picture below shows how the Enate helpdesk works and the different parties / teams involved in the end-to-end support chain.

	Super User (L1)	Centre of Excellence (L2)	Enate Helpdesk (L3)
Who are they?	Super users work for you and are part of your operations team. They are more deeply trained and experienced than other end users are deeply familiar with your processes.	The Centre of Excellence might be a special team within your buisness, it might be part of your support desk or it might be provided by an Enate implementation Partner	The Enate Helpdesk is provided by Enate and staffed by our support experts. The Enate Helpdesk co-ordinates other Enate resources required to resolve incidents.
What Are They Responsible For?	Resolves incident related to End Users lack of understanding and knowledge of the Enate system and customer processes configured in Enate.	Resolves incidents related to the configuration of Enate including processes, business rules, custom cards and users	Resolves incidents related to the core Enate service that require changes to the infrastructure, hardware or software to address.

To access the Enate Helpdesk, Customer must maintain appropriate numbers of trained 'Super Users' (normally a ratio of 1:50) and must designate the Centre of Excellence (CoE) responsible for expert support on the Enate Solution configuration. The Centre of Excellence must have at least one certified Enate Technical Specialist and at least 1 certified Enate Solution Consultant. Otherwise, Customer should contract for this service from an Enate Implementation Partner.

If, after reasonable commercial efforts, the CoE is unable to diagnose or resolve the incident, or if the CoE believes that the incident is clearly the responsibility of the Enate Helpdesk, the CoE may contact the Enate Helpdesk. The Enate Helpdesk is accessed through the Enate support portal or the dedicated Customer-specific email address, and can be accessed by designated members of the CoE.

The Enate Helpdesk will work with Customer to resolve the incident within the times set out in the service levels below.

How are Incidents categorised?

When Incidents are reported to the Enate Helpdesk they will be categorised into one of 3 severities:

Severity	Definition
Critical	The incident requires immediate attention because urgent work cannot be done and the malfunction may cause serious losses. The situation is an emergency and there is no available interim solution, approach or workaround available to Customer that mitigates the impact of the incident. Critical incidents display one or more of the following characteristics: • The incident prevents a significant proportion of the user base from using the platform to do their jobs • The incident causes irreversible data corruption • The incident is a malicious cyber-attack that threatens the integrity or availability of the Platform • The incident causes a total inability to deliver a time critical service to a significant proportion of service recipients, or to more then one third party served by Customer. **Note:** Customer must provide Enate with a senior management contact and appropriate resources during the full period of the Critical Incident regardless of time of day, either on site or remotely, to assist with data gathering, testing or applying fixes. Customer are requested to propose a Critical Severity with great care, so that valid Critical Severity Incidents obtain the necessary resource allocation from Enate.
Major	The incident is causing serious inability to access the service and normal operations are significantly affected for some users. Major incidents display one or more of the following characteristics: The incident causes multiple users to be unable to access core functions of the system • The incident causes reversible data corruption. • The incident causes impaired functionality or significant performance issues affecting the ability to meet business SLAs • The incident meets the criteria for a Critical incident other than there is an interim solution or workaround. • Total inability to deliver time-critical services to a third party served by Customer.
Normal	All incidents not categorised as Critical or Major

When is the Helpdesk Available? (applicable to Orders specifying 'Ultimate' service plans)

The Enate Helpdesk is open from 9am China Standard Time each Monday continuously until 5pm Pacific time each Friday, with the exception of 25th December and 1st January. Reference to Working Hours means the hours that the helpdesk is open.

When is the Helpdesk Available? (applicable to Orders specifying 'Essential' service plans)

The Enate Helpdesk is available from up to 9am India Standard Time to 5:30pm UK time, Monday to Friday, with the exception of 25th December and 1st January. Reference to Working Hours means the hours that the helpdesk is open.

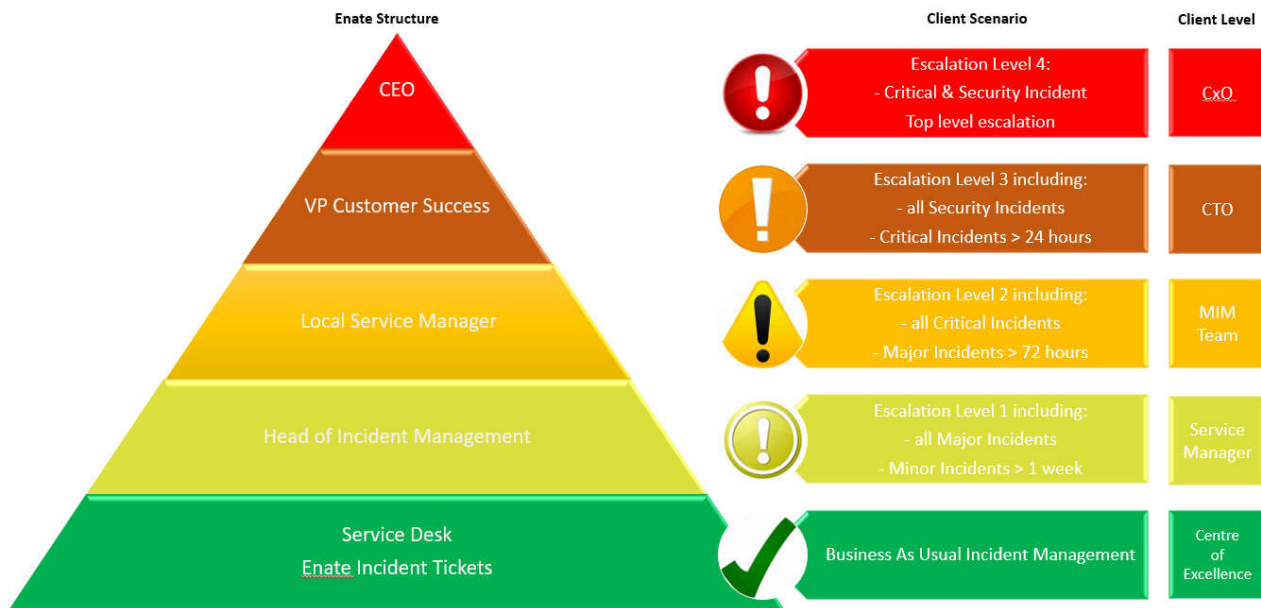## Escalating Support Incidents (without limiting other contractual rights)

If Customer believes in good faith that Customer has not received quality or timely assistance in response to an incident, or Customer urgently needs to communicate important further related information, Customer may escalate the incident via the Enate Helpdesk.

For incidents that are escalated, the Enate Helpdesk will engage the Enate Head of Incident Management, who is be responsible for managing the escalation and communicating an action plan, including allocating the appropriate Enate resources.

If the Incident continues to remain unresolved, Customer may contact the allocated Local Service Manager.

To facilitate the resolution of an escalated Incident Customer must be able to provide contacts within the organisation who are at the same level as that within Enate to which the service request has been escalated. The escalation pyramid below shows the contact matrix for Incident escalation, once the correct reporting procedures have been followed into the Enate Helpdesk.

Customer Success - Escalation Matrix

Enate Structure

- CEO
- VP Customer Success
- Local Service Manager
- Head of Incident Management
- Service Desk
  Enate Incident Tickets

Client Scenario

- **Escalation Level 4:**
  - Critical & Security Incident
  - Top level escalation
- **Escalation Level 3 including:**
  - all Security Incidents
  - Critical Incidents > 24 hours
- **Escalation Level 2 including:**
  - all Critical Incidents
  - Major Incidents > 72 hours
- **Escalation Level 1 including:**
  - all Major Incidents
  - Minor Incidents > 1 week
- Business As Usual Incident Management

Client Level

- CxO
- CTO
- MIM Team
- Service Manager
- Centre of Excellence

Updates and Upgrades to the Enate Solution

The Enate Platform is regularly updated to maintain security, compliance and stability with all updates being applied in scheduled downtime. Enate makes two types of changes as follows:

Patch Updates

Patch updates only include fixes for incidents and problems identified by Customer and other customers. No new features or functionality are ever included. Patches are always cumulative.

Patch updates are automatically applied out of business hours to deploy the most up to date performing version of the current Enate Solution release. Patch updates will be applied to both production and any UAT environments. One exception to this rule is when it was Customer who reported the software bug which the patch update addresses. In this scenario, Customer will be invited to test the patch update in Customer's UAT environment first, to ensure Enate has satisfactorily resolved the issue reported by Customer.

Version Upgrades

Version upgrades are the route through which Enate delivers new features and functionality. They become available as a new release of the Enate Solution. Version upgrades of the Enate Solution become available on approximately the 2nd Friday of every second month across the calendar year.

Version upgrades include all patch updates along with prioritised features and enhancements. They may also include mandated changes to address regulation and maintain compliance and security.

Version upgrades are mandatory and need to be applied within two months of the official release date. Customer may, however, elect to skip a version upgrade due to other business priorities conflicting with the timing of the upgrade. In such circumstances Customer must then apply the next available upgrade.

For example, it would be possible to skip the January, May and September releases but Customer must adopt the March, July and November releases.

The process for managing Version Upgrades is as follows:

- Enate will notify Customer of availability of the official version upgrade soon after it becomes available, and arrange to apply this to the Customer UAT environment. This will happen normally within 1 week of the release date.

- Customer will then have a two week period in which to test the version upgrade in full to ensure the Enate Solution is still working as Customer expects, ahead of agreeing to go live.

- The version upgrade is then applied in a period of mutually agreed scheduled downtime, normally within 1 month of Customer being notified of its availability. Version upgrades typically require no more than 2 hours of downtime.

Supported Versions of the Enate Product

With regards to Critical and Major incidents, Enate supports the latest released version of the product and the previous two releases of the Enate Solution.

For Normal incidents, Enate supports the latest released version only. This means that Customer must upgrade to the latest released version to resolve Normal incidents that have been fixed with a patch update. Some lower priority Normal incidents may only be fixed in later version upgrades of the Enate Solution.

Service Levels

1. This section records certain elements of Enate's performance of Maintenance and Support ("**key performance indicators**") for which performance will be measured objectively as described below. References to "**service credits**" mean the service credits in the table of key performance indicators below.

2. Service levels apply from the first full month after the commencement of the relevant Order.

3. If, in any one measurement period, and in relation to each key performance indicator, Enate fails to meet the minimum service level targets set out below, Enate shall pay to Customer the applicable service credits as liquidated damages for such failure.

4. Service credits are calculated as a percentage of the recurring Charges in the measurement period for the affected service. Non-recurring charges are ignored for service credit calculations.

5. Any service credit will be paid by Enate as a credit to Customer against Enate's next invoice. If no further invoice is expected Customer may request payment of the service credit as a refund against the last invoice.

6. The key performance indicators and their related service levels and service credits set out in this section will not apply:-

   6.1.   when the CoE (as described above in this document) is not available to support incident resolution;

   6.2.   when the failure is not caused by Enate;

   6.3.   during periods of scheduled downtime.

7. The total service credits for any measurement period will not exceed 10% of Enate's recurring Charges for that period for the relevant service. If total service credits would otherwise exceed 10% of the relevant recurring Charges, Customer may opt instead (by notice served within 30 days of the most recent service level failure) to claim actual losses for the failure (subject to exclusions and limitations of liability in your contract) and paragraph 8 of this section will not apply.

8. This section sets out Enate's sole liability and remedy for any costs, claims, expenses, or damages whatsoever arising out of or in connection with a failure to meet the service levels.

9. After a failure to meet a minimum service level, Enate shall take reasonable steps (at Enate's cost) to avoid repeated failures to meet the service level.

10. If you have subscribed to use the Enate Solution in the form of software-as-a-service, in addition to claiming service credits, Customer may terminate the affected Order (by notice served within 30 days of the most recent service level failure) in either of the following events:

    10.1.   failure to meet the minimum service level of the Availability KPI in more than 3 consecutive measurement periods;

    10.2.   failure to meet the minimum service level of the Availability KPI for the same Service on more than 4 occasions in any 12-month period.

11. Definitions:

    "**Response**" means the point at which Enate acknowledges receipt of a reported Incident to say Enate is working on it. Enate will provide an incident ticket number for future reference.

    "**Resolution**" means the point at which services relating to the reported incident have been restored and people are no longer feeling the impact. This could be because Enate has applied either a permanent fix or an acceptable workaround to the issue reported. It is also possible that a workaround does not completely resolve the issue reported but Customer agrees that it has reduced the impact to an acceptable level. In this case Enate will, with Customer's agreement, downgrade the incident and continue to work on it in line with its revised severity.

Key Performance Indicators (applicable to Orders specifying 'Ultimate' service plans)

KPI	Service Level Target	Measurement Period	Measurement	Service Credit
Availability (only applicable to the Enate Solution supplied as software-as-a-service)	99.5%	Calendar Month	Availability of the Enate Platform during the Helpdesk working hours applicable to 'Ultimate' service plan.	8%
Response to Critical Incidents	90%	Calendar Month	Critical Incidents responded to within 2 hours.	2%
Resolution of Critical Incidents	90%	Calendar Month	Critical Incidents resolved within 4 hours.	4%

			Major Incidents responded to within 4 working hours.	1%
Response to Major Incidents	90%	Calendar Month	Major Incidents responded to within 4 working hours.	1%
Resolution of Major Incidents	90%	Calendar Month	Major Incidents resolved within 16 working hours.	3%

Key Performance Indicators (applicable to Orders specifying 'Essential' service plans)

KPI	Service Level Target	Measurement Period	Measurement	Service Credit
Availability (only applicable to the Enate Solution supplied as software-as-a-service)	99.5%	Calendar Month	Availability of the Enate Platform during the Helpdesk working hours applicable to 'Essential' service plan.	6%
Response to Critical Incidents	90%	Calendar Month	Critical Incidents responded to within 2 Working Hours.	2%
Resolution of Critical Incidents	90%	Calendar Month	Critical Incidents resolved within 4 Working Hours.	3%
Response to Major Incidents	90%	Calendar Month	Major Incidents responded to within 4 working hours.	1%
Resolution of Major Incidents	90%	Calendar Month	Major Incidents resolved within 16 working hours.	2%

Service Level Calculations

This section describes how the KPIs are calculated.

Availability:

Availability measures the actual availability of the Enate platform. It does not include the availability of internet connections between the data centre and Customer sites.

We use our platform monitoring tools to measure the availability of the Enate platform by automatically logging on every 5 minutes to check this availability. The checks cover all tiers of the Enate platform (web, application and database) and check read and write capability. If there are no error reports in the log-on process an Availability Record will be recorded as "Success", otherwise an Availability Record will be recorded as "Failed". It is these Success and Failure records which are used to measure the Availability KPI.

$$\text{Availability result} = \frac{\text{Number of Success Availability Records}}{\text{Number of Availability Records}} \text{ x * 100\%}$$

Incident response:

We use the Helpdesk system to report on when the first non-automated response is provided to you in relation to logged Incidents. If the Incident is reported by telephone, then a member of the Enate team answering the call is acknowledged as the time of the Response.

We measure the KPI using all logged and correctly classified "Critical" and "Major" Incidents, between the measurement date and the date of the previous measurement. Critical and Major incidents have different Response targets and are therefore reported and calculated separately.

$$\text{Incident Response Result} = \frac{\text{No of Critical/Major Incidents Acknowledged within Target Response Time}}{\text{Number of Critical/Major Incidents}} \text{ x 100\%}$$

Incident resolution

We measure the KPI using all logged and correctly classified "Critical" and "Major" Incidents, between the measurement date and the date of the previous measurement. Critical and Major incidents have different Resolution targets in your Customer Success Plan and are therefore reported and calculated separately.

$$\text{Incident Resolution Result} = \frac{\text{No of Critical/Major Incidents Resolved within the Incident Resolution Time}}{\text{Number of Critical/Major Incidents}} \text{ x 100\%}$$