

PART V

SYSTEMS MANAGEMENT SERVICES

This part of the Agreement covers the following enhanced services offered by the Provider:

1. Telephone Support

Telephone support on the operation of the computer systems, network and software detailed in Schedule A will be available to users. Monday to Friday except Bank and Public Holidays, according to the support band selected by the client at each anniversary date as follows:

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|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bronze Level | <ul style="list-style-type: none"> • Annual licence • One free upgrade per year (client responsible for installation) • Pay-as-you-go Service • £30 per quarter hour (minimum charge £30) • Hours: 9.30 - 16.00 |
| Silver Level | <ul style="list-style-type: none"> • Annual licence • One free upgrade per year • Telephone Service for trained users only • Data investigation/ analysis £110 per hour (minimum charge £30) • Hours: 9.15 – 16.45 |
| Gold Level | <ul style="list-style-type: none"> • Annual Licence • Up to 3 free software upgrades per year, and 4 hours of free Atlas specialist assistance • Unlimited telephone Service for trained users only including assistance to effect data corrections • Atlas forensic analysis on-line or in-house £75 per hour (minimum charge £30) • Hours: 8.30 – 17.30 |

Platinum Level

Custom specific Systems Management and Support Services per Schedule C

- Telephone support will be available to up to two named User representatives provided that each has been confirmed in writing by the Supplier to have been properly trained on the subjects relating to the support call and that a fully paid up Support Agreement is current.
- The Provider will use reasonable endeavours to provide telephone user support within a reasonable time, but if this is not reasonably possible then calls will be returned within one Working Day.
- Reports of apparent faults with the User System in the functioning of the items designated in Schedule A will be prioritised for action on the following basis:
 - i) The Provider will use reasonable endeavours to fix reported faults of a cosmetic nature which have no functional effect on the Software and to incorporate the fix in the next update of the Software which will be sent to the User as described in Clause 2.
 - ii) The Provider will use reasonable endeavours to fix minor functional problems for which a “work around” solution can be offered and to incorporate the fix in the next update to be provided; “work around” to be advised within 5 Working Days.
 - iii) Major functional problems will be assessed and a time estimate for a fix will be notified within 2 Working Days. The fix will be treated at highest priority and the Provider will use reasonable endeavours to complete the fix within 5 Working Days if

the problem does not involve either Hardware or Third Party Software directly.

- Software Support shall not include the diagnosis and rectification of Customer's Problems which are not Software Inadequacies, nor Software Inadequacies resulting from:

- (i) the improper use, operation or neglect of either the Software or the User's Environment;
- (ii) the modification of the Software or its merger (in whole or in part) with any other software;
- (iii) the use of the Software on equipment other than the User's Environment or on an Environment which has different or lesser functionality or performance than the Required Environment;
- (iv) the failure by the User to implement recommendations in respect of or solutions to faults previously advised by the Provider;
- (v) any repair, adjustment, alteration or modification of the Software by any person other than the Provider without the Provider's prior written consent;
- (vi) any breach by the User of any of its obligations under any maintenance agreement in respect of the User's Environment;
- (vii) the Customer's failure to install or permit the installation upon the Customer's Environment in substitution for the previous release any new release of the Software within 25 Working Days of receipt of the same or to install a new release of any operating system software or other ancillary software recommended by the Provider within the time limit for installation given by the Provider;
- (viii) the failure of the User to run the User's Environment in accordance with the current best practice including without limitation taking full backups of data at frequent intervals;

- (ix) the use of the Software for a purpose for which it was not designed;

2. Software Upgrades and Version Management

Where necessary, one update per annum will be offered for the supported software detailed in Schedule B. New software versions will be supplied on CD or will be made available from a secure FTP site following:

- The Software having been updated sufficiently to warrant a new release due to enhancement requests or defect fixes.
- Changes to third party applications legislation necessitating a new release of the Software.

Users may request additional interim updates over and above the annual upgrade covered by this Agreement, and the Provider will make these available at a standard charge of £250 per upgrade where there are no special custom extensions or modifications to the standard library software. Where such library modifications are required an additional charge will be made based upon the time and materials day rates for software specialists set out in Part I.

If the Provider provides the User with a new release or update of the Software, then the User must install the new release within 25 Working Days and (if applicable) destroy the previous version of the Software.

3. Extended Support Cover

Silver and Gold Standard Support cover beyond that defined in Clauses 1 and 2 is available and, where applicable, is set out in Schedule C together with the additional charges.

Special services for extended cover other than telephone support are also defined in Schedule C if applicable and subject to the conditions regarding environments in paragraph 6 below.

4. Data Management, Housekeeping and Off Site Security

Management of User data, software versions and master copies is wholly the responsibility of the User unless specific agreement for such services is included in this Agreement and set out in Schedule D.

Specifically excluded from Standard Support Services is any work requested of the Provider to locate, analyse or correct problems in User accounts data howsoever resulting or caused. Any such work agreed to be undertaken by the Provider for the User is governed by additional terms concerning responsibility, charges and liability set out in Part VI.

5. User Site(s) Attendance

Site visits are chargeable either on an ad hoc basis as requested, normally within two Working Days of the request, or as part of a regular review and service basis for the number of days per month or per annum as set out in Schedule E. Charges for ad hoc days (a minimum half day) and contracted days are both set out in Schedule E.

6. Environments for the Systems

Where the specific developments in Part III and standard software of Part IV are to be installed and maintained exclusively on computing and networking environments supplied in Part II, the provider will take responsibility for the integrity and proper operability of the systems by users in accordance with the functionality and performance undertakings elsewhere in this agreement.

Where the systems are installed either by the client's own staff or onto pre-existing computing, networking and operating systems facilities and environments and upon which other systems may be operated which the provider has neither supplied nor

has working knowledge, then any undertakings regarding effects and performance of installations, interactions or data integrity will be limited to those provided for explicitly named equipment and environments of the client following an audit and Health Check by the provider of the environment and before any extended support cover arrangement defined in Schedule C commences.

Where the client assumes responsibility for configuration and maintenance of their own equipment, networks and operating environments, or sub-contracts it to another third party, the Provider will use reasonable efforts to assist and co-operate with persons nominated by the Client to assist with smooth and fault-free operations of the systems covered in this Agreement provided that the environment complies with at least the minimum required standards for general and specific uses defined in Schedule G; in this case charges for work or assistance on issues with the system environment will be at the same normal per diem or per hour rates as are included for the supported systems in Schedules A & B at the net rate applicable for the support level (Bronze, Silver, Gold) selected by the Client.

Where the Client chooses to install and operate the systems in an environment which does not meet the minimum required environment standard in Section G or is otherwise configured against the strong advice of the provider, the client accepts full responsibility for support, results, consequences and necessary repairs that may ensue; any assistance requested of the Provider will be discretionary without warranty as to conclusion and at full standard professional services rates defined in Part V Schedule A 2.2 and for which the provider reserves the right to require payment of fee or deposit in advance of work commencing.

7. Terms, Charges, Payment and Renewal

The agreement term, payment terms and renewal basis will be as specified in Schedule F.

PART V SCHEDULES

SUPPORTED SYSTEMS AND SERVICES

User : tbi

Support Agreement Reference: tbi

Commencing Date:

For the initial period – 3 September 2007 – 31 October 2008

For subsequent periods – annually from the expiration of the preceding period

SCHEDULE A: COMPUTER SYSTEMS, NETWORK AND SOFTWARE INCLUDED AT GOLD STANDARD SUPPORT LEVEL

| | |
|----------------------------------------------|----------------------------------------------|
| Part III Schedule A | 25% OF INITIAL ACTUAL CHARGES if required |
| Part IV Schedule A } Part IV Schedule B } | tbi /annum including remote support |

SCHEDULE B: LICENSED SOFTWARE FOR ANNUAL LICENCES AND UPGRADE ENTITLEMENTS

| | |
|---------------------|---------------------------------------------------|
| Part III Schedule A | £ Not applicable |
| Part IV Schedule A | £ tbi |
| Part IV Schedule B | £ tbi (Access Dimensions licences for 5 datasets) |

SCHEDULE C: EXTENDED SUPPORT SERVICES SPECIFICATION

Not applicable

SCHEDULE D: DATA MANAGEMENT, HOUSEKEEPING AND OFF SITE SECURITY SERVICES

Standard Terms Apply

SCHEDULE E: CHARGEABLE RATES FOR CUSTOMER SITE VISITS

Per the Standard categories and Rates defined in Part I Schedule A 2.2

SCHEDULE F: TERMS, CHARGES AND PAYMENT

1. Invoices are rendered quarterly in advance and are payable in full on or before the date of first delivery and anniversary date for subsequent periods defined above.
2. Changes to these Support charges and Annual Licences may be varied from time to time by notice in writing in accordance with the provisions of Parts II-IV.

SCHEDULE G: REQUIRED ENVIRONMENTS, GENERAL AND SPECIFIC STANDARDS

1. General Standards

These refer to general standards of good practice, capacity or type provisions in a systems environment as follows:

1.1 Servers running Microsoft O/S

Hardware –

- Systems hardware and components on the Microsoft approved compatibility and sustainability list for the O/S and applications products to be installed.

Operating System –

- Windows **tbi** /XP with current versions of service packs and provider defined configuration options for the purpose intended.

Network Connections –

- Cabling infrastructure to Cat 5 or better certified outlets with all network connectivity devices (hubs, switches, router, N/C's etc. to be 10/100 or better from provider approved network supplies.
- Configuration and protocols to be exclusively TCP/IP and configured with settings defined by the provider as suitable for operating the systems overall instantaneous peak load on any network node not to exceed 40% of rated theoretical throughput capacity.

Database Connectivity and Reporting Software –

- to be approved version and number, service pack and driver types defined by the provider and installed and configured in accordance with the Providers guidance.
- ODBC, DDE, OLE and interconnectivity tools to be set up and verified only with the Providers confirmation and agreement for suitability and intent.
- Only one Database type or author to be installed on one physical server system unless specifically agreed otherwise by the Provider.

Applications Products –

- Only one software application product per physical server system where specific performance criteria are included in the agreement, and in any event to transaction processing applications (OLTP) to be co-resident with any communications product or service such as Mail, fax, Alerts on the same server system.
- Always maintained at the version and service patch level directed by the Provider and with the database compatibility requirements for such versions.

Operational Data and Back-ups –

- Full database back ups to be taken of the applications data related to systems in this agreement, to secure permanent media archive storage at least once per day and each retained for at least forty-five days.
- Additional post and pre back-ups to be taken of any database data subject to periodic special or batch updates and all such back-ups to be retained for at least one year.
- Integrity test restores to be performed of backups on a sample basis at least once per month.

Manual and Automatic Operational Logs and Errors –

- Full records to be maintained of each server's main process or operator initiated actions, together with any exception conditions, errors or dumps encountered.

Remote Diagnostic Access by the Provider –

- Maintenance of user accounts, permissions and network access facilities by the client to enable suitable remote diagnostic and problem solving access by the Provider to any data and software covered by annual licence or subsequent conditions in this Agreement.

1.2 Client Systems and Peripherals

Hardware –

- Only fat client PC's certified by the makers to be compatible to run Microsoft O/S software suitable for use in business networks connected to Windows **tbi** servers.
- Network computers (NC) and or other devices utilising terminal services to be connected to network and servers using ICA, RDP or other protocols only as directed and approved by the Provider.
- Peripheral devices and all such devices as printers, network copiers, scanners and telephone systems to be connected to client systems or the network solely at the risk of the client unless with the advance approval of the Provider.

Operating Systems -

- NTWS Windows, CE, **tbi** or XP installed and configured as directed by the Provider. W98 and earlier systems may work but are not approved on business networks.

Network Connections –

- As Servers

Database Connectivity & Reporting Software –

- As Servers

Applications Products -

- No restrictions as to number and type provided that installation sequence and configuration are performed in accordance with guidance from the Supplier with regard to applications contained in this agreement, and that any specific restrictions on applications incompatibilities which are defined in Paragraph 2 are observed.

Operational Data and Backups –

- All Client systems data, software and configurations stored locally on Client machines are totally at client's risk.

Manual and Automatic Operational Logs and Errors –

- As servers for any incident or issue which is requested to the Provider for solution.

2. Specific Standards for Named Applications

N/A