Maintenance and Support Services Terms (Version 2)

These provisions shall apply to any Maintenance and Support Services Terms supplied to a Licensee by Proactis from 14th October 2026 until superseded by a later version.

1 Maintenance Periods

1.1 Subject to these terms Maintenance and Support Services are included with the purchase of a Subscription License and the Maintenance Period shall be the Term of such Subscription License. If a Perpetual License is being supported, the term for Maintenance and Support Services will be that which has been agreed in writing between the parties.

1.2 If Licensee breaches any of its obligations to Proactis under the Customer Contract Proactis may suspend the performance of Maintenance and Support Services during the continuation of such breach.

2 Maintenance and Support Services

2.1 Licensee's "**Principal Contact**" shall be the individual named in The Customer Contract and communication with Proactis on Maintenance and Support Services must be through the Principal Contact (who may be substituted or replaced from time to time, upon notice to Proactis). If Proactis does not consider them to be suitable, Proactis may select someone from the registered desk users who shall then be deemed to be the Principal Contact. Proactis is not obliged to train the Principal Contact or any other representative of Licensee on any Updates.

2.2 Proactis shall provide the Maintenance and Support Services subject to the following conditions:

(a) the Licensee's payment in advance of the relevant period; and

(b) the Licensee providing all information reasonably requested by Proactis from time to time.

2.3 During the Maintenance Period, Proactis shall make available to Licensee the Proactis Service Desk for the reporting and management of incidents and technical assistance both electronically and by telephone during Working Hours on Working Days ("**Standard Support**").

2.4 If following a Maintenance and Support Services request Proactis determines that a defect exists, it shall take commercially reasonable steps to remedy the defect as promptly as practicable.

2.5 The provision of a satisfactory work-around shall constitute resolution of that Incident for Service Level and service credit calculation purposes.

2.6 The Maintenance and Support Services will be limited to supporting the operation of the Licensed Software as described in the Documentation and do not include any assistance with Licensee's hardware, third party applications or software, or non-Proactis interfaces.

2.7 The Maintenance and Support Services and Service Levels shall not be provided to support or rectify difficulties caused by the failure of the Licensee or any Users to:

(a) use the Licensed Software in accordance with the Customer Contract or the instructions set out in the Documentation; or

(b) comply with its obligations in the Customer Contract; or

(c) take any specified action notified by Proactis; or

(d) provide adequate training to any Users.

2.8 If Proactis is requested to provide Maintenance and Support Services to the Licensee for any incidents set out at paragraph 2.7 above or if any of the conditions set out at paragraph 2.2 have not been satisfied, Proactis shall be entitled to charge an additional reasonable fee for such additional services.

2.9 Proactis shall not be required to provide Maintenance and Support Services for any version of the Licensed Product other than the then-current version of the Licensed Product or the version immediately prior to that.

2.10 Any Updates and/or Enhancements that are supplied by Proactis as part of the Maintenance and Support Services shall be deemed to be part of the Licensed Product.

3 Maintenance Fees, Data Fees; Payment

3.1 There shall be no separate Maintenance Fee for a Subscription License.

3.2 With respect to a Hosted System, Licensee will pay Data Fees as described in the Customer Contract which shall be subject to review. Additional Data Fees will be payable should the Licensee exceed the initial data levels stated, or any subsequently agreed data levels. Such Additional Data Fees will become payable from the point at which the initial or subsequently agreed data levels are exceeded.

4 Hosted System Availability

4.1 Where the System is a Hosted System, availability of the System, excluding scheduled downtime shall be:

(a) 99.9% during Working Hours; and 99% outside Working Hours on Working Days

4.2 Downtime attributable to any of the following causes shall be disregarded in calculating availability:

failure by the Licensee to take any specified avoidance action previously agreed between the Licensee and Proactis; and/or

failure of the Licensee’s infrastructure; and/or

failure of any systems provided for demonstration or testing purposes; and/or

Licensee data issues e.g. provision of data materials or content that is erroneous, corrupted, invalid or not in agreed format; and/or

failure by the Licensee’s users to use the Hosted System in accordance with Proactis guidelines and / or instructions; and/or

failure of the internet or Licensee's connection to the internet; and/or

scheduled downtime.

4.3 The Hosted System availability percentage shall be calculated as the following fraction expressed as a percentage:

((Total Users x Hosted System Working Hours in the Quarter) - (Unscheduled Downtime hours x affected Users)) x 100

Total Users x Hosted System Working Hours in the Quarter

4.4 All scheduled downtime will be notified to the Licensee in writing at least 48 hours in advance for live systems.

4.5 Any emergency outages will be notified by Proactis or any relevant third party where practicable to do so and the Licensee will be notified as to the cause of the outage when known in the form of a written incident report.

5 Service Levels and Credits

5.1 If Proactis fails to achieve the agreed Service Levels in any relevant three-month period, then service credits will be allocated in accordance with the table below.

5.2 Calculations for the accrual of service credits shall commence from the point at which Proactis has failed to meet the appropriate Service Level and shall apply only during Working Hours.

5.3 Table1 gives the service credits allocated if the per incident call response times and call resolution times are not met and the subsequent elapsed period at which an additional service credit is allocated if the incident has still to be resolved.

5.4 Service Credits shall not be allocated if the incident is a direct consequence of any default of the Licensee or for reasons as otherwise specified in this Schedule.

	TABLE 1	
Call Priority Level	**Service Credits allocated per Incident if the Call response or Call resolution time is not met**	**Subsequent elapsed period at which 10 additional Service Credit is allocated**
P1/ Critical	10	1 day
P2 / Urgent	5	2 days
P3 / Normal	3	2 days

	TABLE 1	
Call Priority Level	**Service Credits allocated per Incident if the Call response or Call resolution time is not met**	**Subsequent elapsed period at which 10 additional Service Credit is allocated**
P4 / Low	3	3 days
P5	N/A	N/A

5.5 Where the system is a Hosted System, availability of the Hosted System shall be subject to Service Credits in the event that Proactis fails to achieve the Hosted System availability Service Level in any relevant quarter.

5.6 Where, in the relevant quarter, the Hosted System availability percentage calculated pursuant to paragraph 4.3 is less than ninety-nine-point nine percent (99.9%), a Service Credit shall be calculated so that for each tenth of one percent (0.1%) or part thereof below ninety-nine point nine per cent (99.9%), fifty (50) Service Credits shall be credited.

5.7 All Service Credits shall be calculated over a quarter. Additional Service Credits shall be applied if the condition persists.

5.8 The value of a Service Credit shall be calculated as a percentage of the total service charge for the quarter to which the Service Credit is allocated, increasing at an exponential rate at two (2) break points as set out in Table 2. For the avoidance of doubt, where the number of Service Credits accrued in any quarter is greater than five hundred (500) the valueof each Service Credit for that quarter shall be 0.01%.

5.9 The maximum total value of Service Credits accrued during a quarter shall not exceed ten per cent (10%) of the service charge for that quarter.

	TABLE 2	
Column 1 ***Service Credits***	**Column 2** **Value per Service Credit** **(% of Service Charge)**	**Column 3** **Total % of the Infrastructure Service Charge at the maximum number of Service Credits in Column 1**
1 – 500	0.0075%	3.75%

	TABLE 2	
Column 1 ***Service Credits***	**Column 2** **Value per Service Credit** **(% of Service Charge)**	**Column 3** **Total % of the Infrastructure Service Charge at the maximum number of Service Credits in Column 1**
501 – 1000	0.01%	10%

Proactis shall determine the measurement of Service Levels and Hosted System availability, and the calculation of Service Credits.

Proactis' measurement of Service Levels and Hosted System availability and calculation of Service Credits shall be notified to the Licensee from time to time. Service Credits as so agreed shall be shown as a debit on Proactis' next invoice or refunded at the end of the next period whichever is sooner.

6 Back-up Procedures for Hosted Systems

6.1 Daily backup will be taken of the Licensee's data to an off-site location and will be retained for 7 calendar days.

6.2 Hourly log files will be backed up every hour both during and outside of standard working hours and will be retained between full backups of the data as advised in paragraph.

7 Data Security for Hosted Systems

7.1 Proactis acknowledges that if the Licensee owns any data held in the Hosted System it will not disclose, delete or alter the data except where expressly agreed between the Licensee and Proactis or as required by law (in which case Proactis will notify the Licensee of the requirement as soon as practical).

7.2 Proactis shall take reasonable precautions to prevent hacking, virus infection and other electronic attacks affecting the security or validity of the Licensee's data held by Proactis but do not guarantee the same will not occur.

7.3 Access to the Licensee's data by Proactis employees or those of the hosting provider will only be granted where necessary for the support, service, maintenance and availability of the Hosted System.

7.4 Remote access to the Hosted System will be only be undertaken by authorised Proactis employees.

7.5 On-site access to Hosted System will only be undertaken by authorised Proactis employees and/or employees of any authorised third party processor.