

**THINKING JUICE LIMITED**  
**Support**  
**(Schedule 9)**  
**Last Updated: 20 January 2015**

**1.0 Definitions**

In this Schedule unless the context otherwise requires the definitions contained in the Terms and Conditions shall apply with the following additions:

**“Error”** means the Customer Website operating contrary to any definition within the Project Documentation when accessed via a Supported Access Method

**“Critical Issue”** means an Error which has serious and immediate implications for the operation of the Customer Website. For example where no user is able to access the Customer Website, or undertake a function which could reasonably be determined as critical to the normal operation such as completing a purchase if the Customer Website has e-commerce functionality.

**“Issue”** means any Error which the Supplier does not categorise as a Critical Issue

**“System Usage Question”** means a request by the Customer on how to use an aspect of the Customer Website.

**“Development Request”** means a request by the Customer to amend the design or functionality of the Customer Website. This is not considered an Error, and is chargeable at the Supplier’s standard hourly rate or otherwise where agreed in writing.

**“Training Request”** means a request by the Customer for the Supplier to explain, demonstrate or provide documentation on the operations of the Customer Website.

**“Support Services”** means assistance given by the Supplier to the Customer to resolve an Error on the Customer Website

**“Communication Methods”** means either telephone or email using the number or support email address provided by the Supplier

**“Support Request”** means a communication from the Customer to the Supplier via one of the Communication Methods requesting Support Services

**“Minimum Support Period”** means the minimum period of Support Services the Customer may purchase. This shall be six (6) months.

**“Support Contract”** means an agreement from the Customer to pay for Support Services at the agreed rate for at least the Minimum Support Period or otherwise agreed in writing with the Supplier

**“Support Category”** means a categorisation between 1 and 3 that the Supplier shall allocate to a Support Request, based on the Supplier’s opinion of the nature and severity of the Error. The categories are as follows:

**“Estimated Fix Time”** means the length of time the Supplier estimates it shall take to resolve the Error. Due to the often complex nature of an Error, this should be considered only an estimate and the actual time for the Error to be resolved may be notably greater.

**“Estimated Response Time”** means the length of time the Supplier will endeavour to respond to the Customer within after receiving a Support Request. This response may include the allocated Support Category and an Estimated Fix Time.

Support Category	Support Request	Estimated Response Time (Customer with Support Contract)	Cost	Estimated Response Time (Customer without Support Contract)	Cost
1	Critical Issue	1 working hour	None	1 working day	Standard hourly rate
2	Issue	1 working day	None	4 working days	Standard hourly rate
3	System Usage Question	1 working day	None	2 working days	Standard hourly rate
4	Development Request	1 working day	P.O.A.	3 working days	Standard hourly rate
5	Training Request	1 working day	P.O.A.	3 working days	Standard hourly rate

## 2.0 Introduction

2.1 The Support services are usually available between 9am and 5.30pm Monday to Friday, excluding Bank Holidays.

2.2 The Support Services are intended to cover the resolution of Support Requests:

- Answering “how to” questions relating to the Customer’s Website or Hosting Services that are provided by the Supplier
- Resolving an Error on the Customer Website
- Patching the Customer Website with a latest software security update where the Supplier considers there is reasonable risk to the normal operation of the Customer’s Website. The Customer is responsible for any 3rd party license charges for the software updates, or for the Supplier’s installation time for any updates which the Supplier does not consider a risk to normal operation of the Website.
- Prioritisation of Support Requests over those made by Customers who not have a Support Contract The Support Services do not cover:
  - Text changes to the Customer’s Website
  - Any additional request that is not considered an Error by the Supplier, such as graphic design or programming amendments
  - Any programming, or issues that can reasonably be linked to the effect of programming, undertaken on the Customer Website by the Customer’s third party, unless explicitly stated by the Supplier in writing
  - Errors occurring whilst not using a Supported Access Method

## 3.0 Service Level

3.1 Upon the Supplier receiving a Support Request the Supplier will allocate a Support Category

3.2 The Supplier will endeavour to advise the Customer of the Estimated Fix Time within the Estimated Response Time, however this is not guaranteed

3.2 The Supplier will make best endeavours to resolve the Support Request within any Estimated Fix Time provided, however due to the often complex nature of a Support Request and Error, this cannot be guaranteed

## 4.0 Communication

4.1 The Customer shall notify the Supplier of any Support Request via one of the Communication Methods.

## 5.0 Escalation Procedure

If the Customer is unsatisfied with the Support provided they should request that the matter is escalated to their nominated Account Manager. If the matter still remains unresolved they should request the issue is escalated to the Head of Digital. If the Customer continues to feel unsatisfied with the service provided, it should be escalated to the Managing Director.

## 6.0 Support Fee

6.1 The Support fee for the Warranty Period is £0.00. The Support fee after this period is based on the size and complexity of the Customer Website and shall be 15% of the initial cost of the Website per annum, or per month (plus VAT) whichever is the greater, unless specified otherwise in the Proposal or other written document from the Supplier.

6.2 The Support fee shall be payable monthly in advance.

## 7.0 Minimum Term and Cancellation

7.1 The Support Services shall be purchased by the Customer for at least the Minimum Support Period unless otherwise agreed in writing.

7.2 Payments are non-refundable in the event of cancellation being requested by the Customer during the Support Contract.

7.3 The Customer shall give 30 days notification to the Supplier prior to the renewal date to cancel the agreement otherwise the Support Contract shall be automatically renewed for a further six (6) months.