

## TERMS AND CONDITIONS

### 1. Interpretation

1.1 The following definitions in this clause apply in this Agreement:

**Agreement:** means the legally binding agreement between the parties comprising of the Proposal, these Terms, the Schedules hereto and any other documents referred to herein.

**Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.3.

**Back-Up Policy:** NetEDI's policy relating to the back-up of Customer Data as made available at [www.netedi.co.uk](http://www.netedi.co.uk) or such other website address as may be notified to the Customer from time to time, as such document may be amended by NetEDI in its sole discretion from time to time.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such, identified as being Confidential Information in clause 11.6 or clause 11.7 or which should reasonably be anticipated as being confidential in nature by the other party.

**Customer:** the party whose details are set out in the Proposal and to which the Services are being provided.

**Customer Data:** the data (including any personal data) inputted by the Customer, Authorised Users, or NetEDI on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**Documentation:** the documentation made available to the Customer by NetEDI online which sets out a description of the Services and the user instructions for the Services.

**DP Legislation:** means any and all applicable data protection legislation in force from time to time including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction and the terms "data controller", "data processor", "data subject", "personal data", "processing" and "data protection principles" bear the respective meaning given to them in the DP Legislation.

**Effective Date:** means the date on which the Customer indicates its acceptance of the Proposal in writing or through provision of a purchase order (which is not made subject to any additional or alternative terms and conditions) and provided that this is within the Proposal Period, at which time the Agreement shall be formed.

**Excess Data Usage Fee:** means the fee payable in the event that excess data in accordance with clause 8.5 is used.

**Fees:** any and all fees payable by the Customer to NetEDI in accordance with this Agreement including the Subscription Fees, Support Fees and the Training Fees (where applicable) set out in the Proposal.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Initial Period:** the initial term of this Agreement, which shall be 12 months unless an otherwise greater period is set out in the Proposal.

**Loss:** actions, **awards**, charges, claims, compensation, costs (including court costs and legal fees), damages, demands, expenses, fees, fines, interest, liabilities, losses, penalties proceedings and settlements.

**NetEDI:** NetEDI Limited, a company registered in England and Wales with company number 05845790 and whose registered office is at The Bread Factory, 1a Broughton Street, London, SW8 3QJ.

**Normal Business Hours:** 09.00 to 17.00 local UK time, each Business Day.

**Payment Details:** the Customer's credit card details or approved purchase order information acceptable to NetEDI and any other relevant valid, up-to-date and complete contact and billing details requested by NetEDI.

**Privacy and Security Policy:** NetEDI's policy relating to the privacy and security of the Customer Data available at [www.netedi.co.uk](http://www.netedi.co.uk) or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by NetEDI in its sole discretion

**Project:** any work(s) being undertaken by NetEDI to deliver or otherwise facilitate the requirement for the Services as set out in the Proposal.

**Project Completion:** the either the date on which (i) the status of NetEDI test message is classified by NetEDI as being available for receipt; or (ii) the NetEDI controlled implementation work to fulfil the Project requirements, as set out in the Proposal and excluding any subsequent Proposal(s), has been completed, whichever (where both are applicable to the Agreement) is the earlier.

**Project Delay:** any circumstances outside of NetEDI's control which are deemed likely to delay Project Completion.

**Proposal:** means the document headed up as such.

**Proposal Period:** shall take the meaning given to it in the Proposal.

**Renewal Period:** the period for which this Agreement shall renew in accordance with clause 13.1, which shall be 12 months unless an otherwise greater period is set out in the Proposal.

**Service Level:** means the level to which the Support Services shall be provided as specified within the Proposal.

**Services:** the subscription services in respect of the Software and Support Services provided by NetEDI to the Customer under this Agreement via the hosted service operated by NetEDI from time to time, and as more particularly described in the Proposal.

**Software:** the online software applications provided by NetEDI as part of the Services and as detailed in the Proposal and Documentation, including any modifications or updates implemented by NetEDI from time to time.

**Subscription Fees:** the subscription fees payable by the Customer to NetEDI, as set out in the Proposal.

**Subscription Term:** has the meaning given in clause 13.1 (being the Initial Period together with any subsequent Renewal Periods).

**Support Fees:** the support fees payable by the Customer to NetEDI for the Support Services, as set out in the Proposal.

**Support Services:** support in relation to the Software as detailed within Schedule 1.

**Terms:** these terms and conditions.

**Training:** the initial training and guidance provided by NetEDI to the Customer for the purposes of demonstrating the functionalities of the Software and how it may be used in such form as is operated by NetEDI from time to time.

**Training Fees:** the training fees payable by the Customer to NetEDI for the Training, as set out in the Proposal.

**Unconnected Data:** means (i) any personal data shared between the Customer and any third party; (ii) requests and complaints of data subjects and third parties relating to personal data; or (iii) personal data that is neither Customer Data nor data that is processed by NetEDI.

**VAT:** means value added tax at the rate prevailing in England from time to time.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

## **2. Licence**

- 2.1 Subject to clause 8.1, the restrictions set out in this clause 2 and the remainder of these Terms, NetEDI hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
  - 2.2.1 it will not allow or suffer any of the Services to be used by anyone who is not an Authorised User;
  - 2.2.2 each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;
  - 2.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to NetEDI within 5 Business Days of NetEDI's written request at any time or times;
  - 2.2.4 it shall permit NetEDI to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at NetEDI's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

- 2.2.5 if any of the audits referred to in clause 2.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to NetEDI's other rights, the Customer shall promptly disable such passwords and NetEDI shall not issue any new passwords to any such individual; and
- 2.2.6 it shall provide any requisite training for its Authorised Users on the use of the Software and any of the Services.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- 2.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.3.2 facilitates illegal activity;
- 2.3.3 depicts sexually explicit images;
- 2.3.4 promotes unlawful violence;
- 2.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.3.6 is otherwise illegal or causes damage or injury to any person or property;

and NetEDI reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- 2.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
  - 2.4.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - 2.4.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.4.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 2.4.3 use the Services and/or Documentation to provide services to third parties; or
- 2.4.4 subject to clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 2.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause **Error! Reference source not found.**; and

2.5 The Customer shall use its best endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify NetEDI.

- 2.6 The rights provided under this clause **Error! Reference source not found.** are granted to the Customer only, and shall not be considered granted to any subsidiary, holding or other group company of the Customer or to any individual Authorised Users personally.

### **3. Services**

- 3.1 NetEDI shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement. NetEDI may, on prior notice to the Customer, make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.

- 3.2 NetEDI shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

3.2.1 planned maintenance and upgrades carried out during any maintenance windows notified to the Customer by NetEDI; and

3.2.2 unscheduled maintenance and upgrades performed outside Normal Business Hours, provided that NetEDI has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance,

which for the avoidance of doubt shall not contribute to outage time for the purpose of measuring the availability of the Services against the Service Levels.

- 3.3 NetEDI will where Training is indicated as being 'Required' within the Proposal, provide the Customer with the Training as part of the Services either at no additional cost to the Customer or (where specified within the Proposal) in consideration of the Training Fee. The Training shall be provided at a date mutually agreed between the parties following the Effective Date.

- 3.4 NetEDI will, as part of the Services and either at no additional cost to the Customer or (where specified within the Proposal) in consideration of the Support Fees, provide the Customer with the Support Services in accordance with the specified Service Level provided that NetEDI shall have no obligation to provide the Support Services where faults arise from:

3.4.1 misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by NetEDI);

3.4.2 any breach of the Customer's obligations under this Agreement howsoever arising or having the Software maintained by a third party; or

3.4.3 operator error including failure to follow any recommendations, advice or the Documentation.

### **4. Customer Data**

- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

- 4.2 NetEDI shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for NetEDI (at its own cost) to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by NetEDI in accordance with the archiving procedure described in its Back-Up Policy. NetEDI shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by NetEDI to perform services related to Customer Data maintenance and back-up).

- 4.3 NetEDI shall, in providing the Services, comply with:

4.3.1 its Privacy and Security Policy; and

#### 4.3.2 DP Legislation.

- 4.4 If NetEDI processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and NetEDI shall be a data processor and in any such case:
- 4.4.1 the Customer warrants that it has a legal basis under the DP Legislation to enable the lawful transfer of the Customer Data to NetEDI for the duration and the purposes of the Agreement and, where required under the DP Legislation, it has obtained the prior and express consent of each data subject to transfer the Customer Data to NetEDI in accordance with DP Legislation and that the Customer is accordingly entitled to transfer the Customer Data to NetEDI so that it may lawfully use, process and transfer the Customer Data in accordance with this Agreement;
  - 4.4.2 the Customer warrants that the Customer is entitled to transfer the relevant Customer Data to NetEDI having obtained the data subject's express consent so that NetEDI may lawfully use, process and transfer the Customer Data in accordance with this Agreement on the Customer's behalf;
  - 4.4.3 the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by DP Legislation; and
  - 4.4.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Customer Data or its accidental loss, destruction or damage.
- 4.5 The Customer acknowledges that NetEDI has no obligations under this Agreement or the DP Legislation in relation to the Unconnected Data and shall indemnify, keep indemnified and hold harmless NetEDI from and against all Losses incurred by NetEDI arising out of any request by the Customer for NetEDI to deal with any aspect of any request or complaint from any data subject or third party relating to any Unconnected Data and for the avoidance of doubt, NetEDI shall not be required to liaise between the Customer and any third party in relation to requests or complaints arising out of any Unconnected Data.
- 4.6 NetEDI shall:
- 4.6.1 only carry out processing of any of the Customer Data on the Customer's and any other lawful instructions given from time to time;
  - 4.6.2 only transfer the Customer Data to countries outside EEA that ensure an adequate level of protection for the rights of the data subject;
  - 4.6.3 promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require.
- 4.7 Except as expressly provided otherwise, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any intellectual property rights in any (non-personal) data.

## 5. Third Party Providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. NetEDI makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not NetEDI. NetEDI recommends that the Customer refers to the third party's website terms and conditions and privacy

policy prior to using the relevant third-party website. NetEDI does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **6. NetEDI's Obligations**

- 6.1 NetEDI undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to NetEDI's instructions, or modification or alteration of the Services by any party other than NetEDI or NetEDI's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, NetEDI will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, NetEDI:
- 6.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet or otherwise through use of the Software, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3 This Agreement shall not prevent NetEDI from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 6.4 NetEDI warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

## **7. Customer's Obligations – SPECIFIC ATTENTION IS DRAWN TO THIS CLAUSE**

- 7.1 The Customer shall:
- 7.1.1 provide NetEDI with:
- 7.1.1.1 all necessary co-operation in relation to this Agreement including providing any assistance or information as may reasonably be required by NetEDI, including in relation to the diagnosis of any faults;
- 7.1.1.2 report faults promptly to NetEDI; and
- 7.1.1.3 keep backup of copies of all data,
- in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 7.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 7.1.3 comply with all reasonable instructions and advice issued by NetEDI to it from time to time, including the Documentation;
- 7.1.4 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed

by the parties, NetEDI may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 7.1.5 ensure that the Authorised Users use the Services and the Documentation in accordance with these Terms and shall be responsible for any Authorised User's breach of this Agreement;
- 7.1.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for NetEDI, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 7.1.7 ensure that it allocates sufficient network, servers and systems and that they comply with any relevant specifications provided by NetEDI from time to time; and
- 7.1.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to NetEDI's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## **8. Charges and Payment – SPECIFIC ATTENTION IS DRAWN TO THIS CLAUSE**

8.1 Unless otherwise set out in the Proposal, all fees become payable and all service periods commence from the date of order or any subsequent date of renewal, the Customer shall pay the Fees to NetEDI within a period no later than 30 days from date of any invoice raised from time to time.

8.2 NetEDI shall invoice the Customer:

8.2.1 on the Effective Date for the Fees payable in respect of the Initial Period; and

8.2.2 subject to clause 13.1, on the date on which the Renewal Period commences for the Fees payable in respect of that Renewal Period,

provided always that NetEDI reserves the right, at its sole discretion, to invoice any remaining balance of the Fees payable if it becomes clear that a Project Delay outside of NetEDI control is likely to occur.

8.3 If NetEDI has not received payment of the Fees within the period specified within clause 8.1 above, and without prejudice to any other rights and remedies of NetEDI:

8.3.1 NetEDI may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and NetEDI shall be under no obligation to provide any or all of the Services while the Fees concerned remain unpaid; and

8.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% above the base rate of the Bank of England from time to time, commencing on the day following the due date and continuing until fully paid, whether before or after judgment; and

8.3.3 the Fees may be passed to a debt recovery agency which shall add its own debt collection charges and interest,

following the payment of which NetEDI shall charge a fee of £250 + VAT for the reinstatement of the Services.

8.4 All amounts and fees stated or referred to in this Agreement:

8.4.1 shall be payable in pounds sterling;

8.4.2 shall be paid without set-off, withholding, counterclaim or abatement;

8.4.3 are, subject to clause 12.4.2, non-cancellable and non-refundable;

8.4.4 are exclusive of VAT, which shall be added to the Fees.

8.5 If, at any time whilst using the Services, the Customer exceeds its data usage allowance as specified in the Proposal, NetEDI shall charge the Customer, and the Customer shall pay, NetEDI's then current Excess Data Usage Fees.

8.6 NetEDI shall be entitled to increase the Fees with effect from the start of each Renewal Period:

8.6.1 provided always that such increase shall not exceed 12.5% plus the increase in the Retail Price Index in the United Kingdom since the Fees were previously set; or

8.6.2 by any amount in excess of that provided for by clause 8.6.1 by serving the Customer with:

8.6.2.1 no less than 2 month's written notice in advance of the commencement of the next Renewal Period; or

8.6.2.2 any lesser period of notice than that provided for by clause 8.6.2.1 provided always that the Customer shall be permitted to reduce the notice period referred to in clause 13.1.1 by a corresponding amount.

## **9. Intellectual Property Rights**

9.1 The Customer acknowledges and agrees that NetEDI and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in any Intellectual Property Rights, or any other rights or licences in respect of the Services or the Documentation.

9.2 NetEDI confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9.3 The Customer expressly agrees that NetEDI may use any of the Customer's trade marks, service marks, trade names and rights in get-up in any marketing or publicity materials including but not limited to the use of the aforementioned on NetEDI's website.

## **10. Non-Solicitation**

The Customer shall not, for the duration of this Agreement, and for a period of twelve months following termination, directly or indirectly induce or attempt to induce any employee of NetEDI who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this Agreement to leave the employment of NetEDI.

## **11. Confidentiality**

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in the other party's lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

- 11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 The Customer acknowledges that details of the Services and NetEDI's Intellectual Property Rights, and the results of any performance tests of the Services, constitute NetEDI's Confidential Information.
- 11.7 NetEDI acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9 The above provisions of this clause 11 shall survive termination of this Agreement, however arising.
- 12. Indemnity and Limitation of Liability – SPECIFIC ATTENTION IS DRAWN TO THIS CLAUSE**
- 12.1 The Customer shall indemnify, keep indemnified and hold harmless NetEDI from and against all Loss suffered or incurred by NetEDI in connection with:
  - 12.1.1 the Customer's breach of this Agreement howsoever arising;
  - 12.1.2 any wilful or negligent act or omission of the Customer, its officers, employees, contractors or agents;
  - 12.1.3 the Customer's use of the Services and/or Documentation.
- 12.2 Except as expressly and specifically provided in this Agreement:
  - 12.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. NetEDI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to NetEDI by the Customer in connection with the Services, or any actions taken by NetEDI at the Customer's direction;
  - 12.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
  - 12.2.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 12.3 Nothing in this Agreement excludes the liability of any party for:

- 12.3.1 death or personal injury caused by that party's negligence;
- 12.3.2 fraud or fraudulent misrepresentation; or
- 12.3.3 any other matter for which it is illegal to exclude or limit its liability.

12.4 Subject to clause 12.3:

- 12.4.1 NetEDI shall not be liable to the Customer or any third party for any (i) Loss of an indirect, special or consequential nature; (ii) loss of profits; (iii) loss of business, opportunity or contract; (iv) loss of or depletion of goodwill or reputation; (v) loss or corruption of data or information; or (vi) pure economic loss; and
- 12.4.2 NetEDI's total aggregate liability to the Customer or any third party for any Losses not excluded by clause 12.4.1, arising in connection with the performance or contemplated performance of this Agreement shall:
  - 12.4.2.1 where it is covered by a policy of insurance for such Losses, be limited to the limit of cover held by NetEDI under the applicable policy of insurance; or
  - 12.4.2.2 be limited to the total Fees paid to NetEDI by the Customer in cleared funds during the 12 months immediately preceding the date on which the claim arose, where and to the extent that it is not covered by a policy of insurance for such Losses.

12.5 Any Losses referred to in this clause 12 shall be those arising in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise.

**13. Term and Termination**

- 13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Period and, thereafter, this Agreement shall automatically renew for successive Renewal Periods, unless:
  - 13.1.1 either party notifies the other party of termination, in writing, at least 2 months before the end of the Initial Period or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Period or Renewal Period; or
  - 13.1.2 otherwise terminated in accordance with the provisions of this Agreement.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
  - 13.2.1 the other party commits a breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
  - 13.2.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 13.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ;
  - 13.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 13.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 13.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 13.2.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 13.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 13.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 10 Business Days;
- 13.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.3 to clause 13.2.9 (inclusive); or
- 13.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

#### **14. Effect of Termination**

- 14.1 On termination of this Agreement for any reason:
  - 14.1.1 the Customer shall immediately pay any outstanding unpaid Fees and interest due or which would otherwise have become due to NetEDI up to the end of the applicable Initial Period or Renewal Period under the terms of this Agreement;
  - 14.1.2 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
  - 14.1.3 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
  - 14.1.4 NetEDI may destroy or otherwise dispose of any of the Customer Data in its possession unless NetEDI receives, no later than 5 Business Days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. NetEDI shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 Business Days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by NetEDI in returning or disposing of Customer Data; and
  - 14.1.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 14.2 Other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement after its termination.

14.3 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

14.4 Notwithstanding its obligations in this clause 14, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

## **15. Force Majeure**

NetEDI shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of NetEDI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, epidemic or pandemic, fire, flood, storm or default of suppliers or sub-contractors, provided that where the Customer cannot reasonably be deemed to be aware of the event, it is notified of such an event and its expected duration.

## **16. Conflict**

If there is an inconsistency between any of the provisions in the main body of these Terms and the Proposal, the provisions in the Proposal shall prevail.

## **17. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **18. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19. Rights and Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **20. Severance**

20.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **21. Entire Agreement**

21.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

## **22. Assignment and Subcontracting**

22.1 The Customer shall not assign, novate, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of NetEDI (such consent not to be unreasonably withheld or delayed).

22.2 NetEDI may at any time assign, novate, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Customer.

22.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.4 Notwithstanding clause 11, a party assigning any or all of its rights under this Agreement may disclose to a proposed assignee any information in its possession that relates to this Agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause shall be made until notice of the identity of the proposed assignee has been given to the other party.

## **23. No Partnership or Agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **24. Third Party Rights**

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **25. Notices**

25.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by:

25.1.1 hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

25.1.2 by email to the addresses set out within the Proposal.

25.2 Any notice or communication shall be deemed to have been received:

25.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

25.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

25.2.3 if sent by email at 9:00 am on the second Business Day after transmission.

25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **26. Dispute Resolution**

- 26.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters of performance, procedure and management arising out of this Agreement. Accordingly, it is agreed that the procedure set out in this clause 26 shall be followed before the serving of written notice terminating this Agreement, or in relation to any matter of dispute between the parties concerning performance, procedure or management.
- 26.2 If any disagreement or difference of opinion arises out of this Agreement, directors for each party shall meet to attempt resolution. If, within 20 Business Days of the matter first having been referred to the directors, no agreement has been reached as to the matter in dispute and the Customer is registered:
- 26.2.1 in the United Kingdom, the dispute resolution process set out in this clause 26 shall be deemed to have been exhausted in respect of the matter in dispute, and each party shall be free to pursue the rights granted to it by this Agreement in respect of such matter without further reference to the dispute resolution process; or
- 26.2.2 outside of the United Kingdom, the parties will attempt to settle it by mediation. The parties shall have recourse to mediation in accordance with the International Chamber of Commerce (**ICC**) Mediation Rules (**Rules**), which are deemed to be incorporated by reference into this clause. If the Dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the Dispute shall be submitted to the International Court of Arbitration of the ICC whose seat shall be London and shall be finally settled under the Arbitration Rules, of the ICC (**Arbitration Rules**) by one or more arbitrators appointed in accordance with the Arbitration Rules. The Emergency Arbitrator Provisions under the Arbitration Rules shall not apply. This clause 26.2.2 takes the form of an arbitration agreement and is governed by the law of England and Wales. The language to be used in the mediation and in the arbitration shall be English.
- 26.3 For the avoidance of doubt, this clause 26 shall not prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of the first-named party's Intellectual Property Rights.

## **27. Governing Law and Jurisdiction**

- 27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 27.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1 – The Support Schedule

### General and Interpretation

1. The Support Service shall:
  - (a) be provided during Normal Business Hours and shall comprise:
    - (i) provision of a Support Desk to provide first-line technical support to users of the Software;
    - (ii) remote diagnosis and, where possible, correction of faults;
  - (b) meet the Service Levels set out in Appendix B below based on the level of support outlined in the Proposal.
2. The following definitions apply in this Schedule in addition to those set out in clause 1 of the Agreement:

**API:** Application Programming Interface.

**Co-ordinator:** NetEDI's Network Operations Co-Ordinator as detailed in Appendix A.

**LAN:** Local Area Network.

**WAN:** Wide Area Network.
3. Appendices A-E are appendices of this Schedule.
4. The Customer shall notify NetEDI of any changes that are required, or which may affect the Software, including anticipated changes in the file formats, syntactic standards and communications access infrastructure that may affect the use or monitoring of the Services. The Customer shall allow sufficient time for analysis of any potential or real impact on the system to be initially evaluated. Timescales for implementation of such changes will be notified to the Customer] within 10 Business Days of the request.
5. When requested to do so by NetEDI, the Customer shall provide a project co-ordinator who shall act as a single point of contact with NetEDI for the implementation of the Services.
6. Support and maintenance of devices and systems not provided by NetEDI under the terms of the Agreement remain the responsibility of the Customer. Rectifications of failures or issues with such devices/systems are not counted in NetEDI's target resolution times.

### Fault/Query Handling

7. NetEDI support team are experienced and knowledgeable in the NetEDI service(s) range. In order to handle incidents in the most efficient manner it is important to understand the issue in sufficient detail to make a proper diagnosis. Such detail is retrieved / viewed remotely from the service using remote connectivity solutions such as Microsoft Live Meeting, Mikogo or using remote monitoring services in the case of managed services.
8. NetEDI understands that the nature of EDI is such that the data being transacted, and delays to transactions, can have significant impact on the customer's business. At all times NetEDI will endeavour to ensure that any customer in a position where a fault is materially affecting their business receives immediate attention. We ask our clients to self prioritise issues on occasions to ensure that issues which, although they may be frustrating, are not business critical, are downgraded to allow NetEDI to assist clients with urgent issues.

### Fault/Query Management

9. In the event that the Customer reports a fault or raises a query with the NetEDI Support Helpdesk, contact should be made using the contact details stated in Appendix C.
10. To enable the fault or query to be logged accurately, the Customer's contact point(s) will identify themselves using the company name known to NetEDI. A fault reference number shall then be allocated by NetEDI to the Customer. This number must be quoted in any subsequent discussion or correspondence regarding the fault.
11. Following the reporting of a fault in accordance with the procedures, NetEDI will respond by carrying out one or more of the following actions:
  - Provision of advice by telephone, including guidance on appropriate tests and checks to be carried out by the Customer;
  - Error log examination and performance report analysis;
  - Diagnosis and performance of remedial work from NetEDI premises (where possible);
  - Investigation using NetEDI automated diagnosis and fault monitoring systems.
12. If the NetEDI Support Desk is unable to locate a problem it shall seek assistance from other relevant groups or third party companies within NetEDI. This will normally occur as soon as an increase in the level of staff skills or diagnostic aids is required. For Severity 1 incidents where no progress on the fault is being made this will occur within 4 hours of receipt of the fault report.
13. When the fault has been rectified, NetEDI shall contact the Customer to confirm that the service has been restored. Upon confirmation, the fault or query shall be logged as cleared. In the event that NetEDI cannot make contact with the Customer within 20 minutes, the fault will be deemed to be cleared and the Customer will be notified by email.

## **Archiving**

NetEDI keeps available searchable EDI data for a period of NINETY days.

### **“Warm” Archive**

For NetIX Users only:

To reduce the amount of data presented in the GUI (i.e. documents and batches, etc), database entries are flagged as archived after a pre-defined period (if complete). However, the database entries are not removed or modified in any other way and the data within the file system (i.e. underlying data files for Back Office and EDI batches) is not touched or referenced.

Using this paradigm, a user can elect to work with “archived” data instead of “live” data and the same functionality is available in both cases.

**Note:** A user cannot work with both live and archived data simultaneously.

### **“Cold” Archive**

After NINETY days EDI data is removed from the service and placed in an offline storage area.

Offline data storage is held for SEVEN years and can be retrieved by requesting via the standard Support escalation process. Once restored data can be access via the Dashboard interface making search and download features available on the data.

## APPENDIX A - Network Operations Co-ordination

NetEDI appoints a Co-Ordinator, whose details are set out below for the purposes of dealing with the implementation phases of the Services. The Co-ordinator has overall responsibility for ensuring that the Services are delivered on-time and will:

- Collate the information necessary to configure and test the Services, some of which will be provided via the Customer. This will take into account the options requested and any Customer features that may affect the Services inclusive of any special requirements added to this Agreement;
- Manage the configuration and timescales and agree the dates for testing and live setup of the Services;
- Maintain visibility of the configuration processes and act to expedite the supply if the end date for the delivery of the Service is likely to be compromised.
- Act as the Customer's contact to ensure both parties are kept informed of the status and progress of the implementation; and
- Continue to work with the Customer to completion of the project to the originally agreed requirements, and to provide review, account management and change control support between NetEDI and the Customer.

### Contact Details:

Network Operations Co-ordination	Lauren Naylor Tel. 01772 977781 <a href="mailto:laurennaylor@netedi.co.uk">laurennaylor@netedi.co.uk</a>
Operations	Support. +44 (0)203 355 53 52 Office. 01772 977781 <a href="mailto:Support@netedi.co.uk">Support@netedi.co.uk</a>

## APPENDIX B - Levels of Service

### Fault Definition

Incident severity is allocated according to the impact of the issue on the service and the customer's ability to continue critical business operations. The following section lists the classes of severity and provides a definition for each.

- Severity 1** Severe impact on a Customer. Loss of service that cannot be circumvented.  
E.g. The complete failure of NetEDI Services
- Severity 2** A serious problem where service is partially interrupted or impaired  
E.g. The failure of a NetEDI Service module such as Dashboard Access
- Severity 3** Problem has medium impact that can be circumvented; it is restricted to a single user or small community.
- Severity 4** A problem has no observable impact on production.  
E.g. the Customer requests advice on the use of the service.

### Service Availability

The overall long term service availability target for all of NetEDI services is 99.99% measured on an annual basis and excludes scheduled downtime for maintenance, emergency maintenance or other agreed scheduled work.

Service availability is a measure of the proportion of the total potential time for which the service is available to users in a given period in which service is available. This is expressed as:

$$\text{Availability} = (24 \times M - O) / (24 \times M) \times 100$$

Where M = Number of Days within Measurement Period

Where O = Outage time in Hours

This equates to the following:

$$\text{Availability} = \frac{(\text{Total Potential User Hours} - \text{Service Affecting Outages}) \times 100}{\text{Total Potential User Hours}}$$

### Exclusions

Non-Service Affecting faults are excluded from outage period measurement as is Scheduled downtime.

Time lost if access to the Customer's information and systems is denied shall be excluded from the outage period measurement, as shall time lost if permission to carry out the necessary repairs is denied.

Faults caused by the Customer's equipment, including customer's LAN, WAN or Desktop and other equipment will be excluded from outage period measurement.

Degradation of service does not constitute a service affecting fault for the purpose of measuring service availability.

Downtime does not include the time outside the applicable hours of cover for the Service provided (see Appendix C).

## Measurement

Outage time for availability purposes is measured as follows:

- Outage time commences when a Service affecting fault is reported to NetEDI by the Customer or vice versa and is recorded in ServiceDesk. Outage time ends when the reported fault is cleared by NetEDI and confirmed by the Customer.
- The Customer will respond to requests from NetEDI for confirmation that a fault has been cleared within twenty minutes of receiving such request. If the Customer does not respond within that time, the fault shall be deemed to be cleared.
- Faults caused by the Customer's equipment, including customer's LAN, WAN or Desktop and other equipment will be excluded from measurement.

**Note:** All measurements are taken from data held within ServiceDesk.

## Service Response Time Targets

All response time targets times are measured during the applicable business calendar for the service and commence when the event is received and logged by NetEDI within Microsoft ServiceDesk.

The standard working times for the NetEDI Support Desk is defined in Appendix C – Standard Service.

The targets applicable to NetEDI Service incidents are listed below:

Fault Classification	Target Resolution Time
Severity 1	4 working hours
Severity 2	12 working hours
Severity 3	10 business days
Severity 4	Planned

## APPENDIX C – Standard Service

### Overview

NetEDI offers standard support through the hours of **9:00 – 17:00** Monday-Friday, excluding UK Bank and Public Holidays. Additional support options are available and will be documented on your Order form. The options available are documented below:

Support Level	Availability
Standard	9am to 5pm Monday to Friday, excluding UK Bank and Public holidays
Plus	Restricted extra hours on top of the standard level, including UK Bank and Public holidays*
247	Full 24 hours a day, 7 days a week support*

\*See Appendix D for extended support details.

Contact with the support desk is available by the following means:

- Email [support@netedi.co.uk](mailto:support@netedi.co.uk)
- Telephone 01772 97 77 81
- Fax 08721 15 05 84

All calls and contacts are managed and logged in the same manner regardless of the means of receipt to ensure a consistent customer experience and auditable log of the issue from generation to closure.

All issues are logged into the ServiceDesk system at the point of receipt and have full visibility to the support team and members of NetEDI management.

On entry into the ServiceDesk system a Case ID number is issued and used throughout the life of the support call to audit and refer to the original incident.

**Note:** Incidents are issued a Case ID number only once the call has been qualified by a support staff member, signifying that the call has been evaluated and that action has then been taken. Messages left for support via telephone, email or fax are assigned a number once contact has been made with the originator.

### Response Times

NetEDI will provide an initial response to all support requests, however received, within a maximum of 30 minutes (restricted to support hours). This applies equally to incidents reported via telephone call, voice message, email and fax.

In exceptional circumstances these targets may not be met. Typically, this is due to a common issue, such as a Value Added Network Failure, which is outside NetEDI's control but affects many hundreds of NetEDI clients many of whom call simultaneously.

## APPENDIX D – Extended (Out of Hours) Support Service

### General

Extended support is available to NetEDI clients by arrangement and provides an additional period of support for NetEDI Services for Business Critical issues.

### ***Support hours for Plus Level***

Extended support covers the hours of **06:30 - 22:00** Monday-Friday, excluding UK Bank Holidays, New Year's Eve and Christmas Eve.

For Weekends & Bank Holidays support is provided from **10:00 - 16:00** excluding Christmas Day, Boxing Day and New Year's Day.

No support is provided on Christmas Day, Boxing Day or New Year's Day.

### ***Support hours for 247 Level***

Support on the 247 level covers 24 hours a day, 7 days a week, excluding Christmas Day, Boxing Day and New Year's Day.

### **Extended (Out of Hours) Support Contacts**

Contact with the support desk during extended support hours is available by the following means:

**Telephone**      +44 (0) 1772 97 77 81

if you are passed through to voice mail, please leave a detailed message, including company name, contact name and contact number.

In the event of the support facility not returning a call within 30 minutes of a voice message being recorded, or if the above number fails, the following contact details may be used:

**Telephone**      +44 (0) 2033 55 53 52

This will escalate the reported fault to Support Supervisory level, which will then contact the support facility directly.

### **Extended (Out of Hours) Support Scope**

Extended support covers Business Critical functions only. Any incidents which fall outside the list of defined functions below will be addressed during standard support hours.

When extended support is triggered, the 1st Line support team will attempt to resolve the incident following the standard NetEDI processes. If necessary, the incident will be escalated to technical support via a phone call with confirmation email, containing all details from the qualifying steps.

## **Business Critical Functions**

Extended support is provided to cover incidents which affect the customer's ability to perform Business Critical activities.

The following is a list of the functions and the scope of cover which the Customer can expect from extended Support:

- Support for incidents affecting Order Processing & Transmission
- Rectification and Incident escalation to ensure Orders are processed
- Mailbox and message tracking to ensure Orders are processed

## **Monitoring / Reporting**

All calls logged under "Business Critical Functions" will be updated every 30 minutes by 1st line and status updates will be passed back to the user. Confirmation emails will also be sent when users are not available on a call back.

Escalated calls will follow the process as above but will include the client's preferred escalation route. Details will also be logged against the client record within the ServiceDesk system.

Once the call is closed a final email confirmation will be sent.