1   Definitions

Term	Definition
Access Management	Making sure that users have usernames and passwords for the services that they are allowed to use.
Change Request	Also known as a "request for change" (RFC) is a formal proposal for a change to be made. It includes details of the proposed change. This may require the completion of a "statement of work" (SOW)
Closed	The final status in the lifecycle of an incident, problem etc. When the status is closed, no further action is taken.
Commencement Date	The date from which Support and Maintenance Services shall begin for each element of the Supported Software.
Customer	Someone who buys goods or services. The term is also sometimes used informally to mean user.
Customer Support Representative (CSR)	A unique identifier that is used to distinguish a user that is authorized to contact the service desk. This may be the CSRs email address.
Documentation	The operating manuals, user instructions, technical literature and all other related materials in human readable form supplied to the Licensee by the Licensor for aiding in the use and application of the Supported Software.
Equipment	Such computer equipment on which the Supported Software is installed and in operational use.
Enhancement	A software modification or addition that, when made or added to the Licensed Programs introduces a new feature that may have been explicitly requested by the customer.
Error Correction	A software modification or addition that, when made or added to the Licensed Programs, establishes material conformity to specification.
Escalation	An activity that raises the visibility obtains additional resources when these are needed to meet service level targets or customer expectations. Escalations are most commonly associated with incident management, problem management and the management of customer complaints. Escalations can be functional escalation or hierarchic escalation.
Event Management	Identifying electronic notifications that come from IT equipment and using them to ensure that the services are operating normally and responding appropriately if services are behaving abnormally.
Functional Escalation	Transferring an incident or problem to a technical team with a higher level of expertise to assist in an escalation.
Hierarchic Escalation	Informing or involving more senior levels of management to assist in an escalation
Impact	A measure of the effect of an incident, problem or change on business processes. Impact is often based on how service levels will be affected.
Incident	An unplanned interruption to an IT service or reduction in the quality of an IT service.
Incident Management	Managing interruptions to or reductions in the quality of the services and ensuring that the service is restored within agreed timescales.

Incident Record	A record containing details of an incident. Each incident record documents the lifecycle of a single incident.
IT service	Dotmatics software components
Licensed Program	The systems, applications and computer programs of the Licensor specified in Software Licensee Agreement between Licensee and Licensor, and all releases and versions thereof.
Licensee	The organisation or entity who has been granted a license to use the Licensed Program in accordance with the terms of Dotmatics Standard Terms and Conditions.
Licensor	Dotmatics or any of Dotmatics' Affiliates.
Location	the Licensee's premises where the Equipment is to be installed as specified in Schedule.
Maintenance Charge	The fee for Maintenance Services to be provided under this Agreement and specified in Schedule.
Maintenance Services	the maintenance services to be provided by the Licensor including analysis, coding, testing, and release of error corrections. Maintenance shall be within reasonable limits, as determined by the Licensor, and does not include requests for basic product training or technical consulting.
Normal Support Hours	Hours during which Support staff are available to respond to reports of Incidents and service requests by the licensee. Specific hours are detailed in section 3.5.2.
Normal UK Support Hours	Hours during which UK based Support staff are available to respond to reports of Incidents and service requests by the licensee. Specific UK hours are detailed in section 3.5.2.
Problem	A cause of one or more incidents.
Problem Management	Investigating and identifying the root cause of incidents when considered necessary and recommending permanent solutions.
Problem Resolution	RCA completed and permanent solution in place
Request Fulfilment	Managing requests that come from users; these may be simple questions about how to use an application, or requests for software enhancements.
Request Model	A repeatable way of dealing with a particular category of service request.
Incident Resolution	Action taken to repair the root cause of an incident, or to implement a workaround.
Resolution Rate	The percentage of Incidents handled within the stated resolution time within a calendar month, that are not deemed 'null' and with any time adjustments applied.
Resolution Time	The sum of elapsed defined SLA support hours (detailed in 3.5.7) in which the Licensor shall provide Customer with an initial technical Fix or Workaround as a result of an Incident reported by Customer.
Resolved	A status in the lifecycle of an incident, problem etc. When the status is resolved, Dotmatics may be performing additional actions, for example an RCA, enhancement request consideration etc. The customer will be issued a reference for the further action.
Response Time	The time period from when the initial Incident report is received by Support staff until a response is sent by Support staff to the CSR during specific hours detailed in 3.5.2.
Role	An agreed set of levels that are used to determine the authorization rights of any "CSR"
Root Cause	The underlying or original cause of an incident or problem.

Root Cause Analysis (RCA)	An activity that identifies the root cause of an incident or problem
Service Desk	The single point of contact between the licensor and the licensee. A typical service desk manages incidents and service requests, and also handles communication with the licensee.
Service Request	A formal request from the licensee for something to be provided, for example, a request for information, advice, an enhancement or feature request or a change request "Software" or "Supported Software" means the specific software program(s) identified in the Quote.
Specification	The specification of the Licensed Programs describing the facilities and functions thereof, as described in the Software License Agreement between the Licensee and Licensor.
Statement of Work (SOW)	a formal signed agreement between the Licensor and the licensee detailing a RFC.
Support Fee	the fee for the Support Services to be provided under this Agreement and specified in the Schedule.
Support	support services to be provided by the Licensor in respect of the Licensed Programs and available for the continuance of this Agreement.
Support Specialists	the job title given to the staff manning the service desk
User	A person who uses the IT service on a day-to-day basis. Users are distinct from customers as some customers do not use the IT service directly.
Urgency	A measure of how long it will be until an incident, problem or change has significant impact on the business. For example, a high impact incident may have low urgency if the impact will not affect business until the end of the financial year.
Workaround	Reducing to an acceptable level or eliminating the impact of an incident or problem for which a full resolution is not yet available – for example, by restarting a failed configuration item. Workarounds for problems are documented in problem records. Workarounds for incidents that do not have associated problem records are documented in the incident record.

2   Support Services

2.1   During the continuance of this Agreement, the Licensor shall provide the Licensee with all or any of the following support services:

2.1.1   Telephone support: Telephone support is available during Normal UK Support Hours for Priority 1 Severity level Incidents. Severity levels are defined in further detail in section 3.5.7. Severity level 2-4 Incidents will be handled by written reports as defined in section 3.5.

2.1.2   On-site support: On-site support may be provided at the discretion of the Licensor or if specified in the Schedule in the event that telephone support and/or service desk communication does not resolve an incident.

2.1.4   Out-of-Hours support: Out-of-Hours support shall, where specified in the Schedule, be provided by the Licensor.

2.1.5   Corrections, assistance: Correction of incidents or assistance to overcome specific software problems. The Licensor may, in its sole discretion, correct incidents or problems by an error correction, a workaround or by new version.

2.1.6   Information: Information on availability of new versions of software.

2.1.7	Consultancy: Consultancy advice on software development, enhancements and modifications, together with estimates for the same.

2.2	The Licensee shall supply in writing to the Licensor a detailed description of any incident or problem requiring support services in clause 6.1 and the circumstances in which it arose and shall submit sufficient material and information to enable the Licensor's service desk to duplicate the problem.

2.3	When appropriate, the Licensor will endeavor to give an estimate of how long an incident or problem may take to resolve. The Licensor will keep the Licensee informed of the progress of incident resolution. The Licensor's service desk will attempt to resolve an incident immediately, or as soon thereafter as possible and the corresponding Response Times shall be in accordance with the table specified in clause 3.5.7.

## 3	Maintenance Services

During the continuance of this Agreement the Licensor shall provide the Licensee with the following maintenance services:

3.1 Problem Correction

3.1.1	If the Licensee shall discover that a current release fails to perform in accordance with the Documentation, then the Licensee shall, within 30 days after such discovery, notify the Licensor in writing of the problem in question and provide the Licensor (so far as the Licensee is able) with a documented example of such problem.

3.1.2	The Licensor shall thereupon use its reasonable endeavors to correct promptly such problem. Forthwith upon such correction being completed, the Licensor shall deliver to the Licensee the corrected version of the object code of the current release in machine readable form, together with the appropriate amendments (if any) to the Documentation, specifying the nature of the correction and providing instructions for the proper use of the corrected version of the current release. The Licensor shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to implement the use of the corrected version of the current release.

3.1.3	The foregoing problem management shall not include service in respect of:

3.1.3.1	problems resulting from any modifications of the current release made by any person other than the Licensor;

3.1.3.2	any version of the Licensed Programs other than the current release or the immediate previous release;

3.1.3.3	incorrect use of the current release or operator error;

3.1.3.4	any fault in the Equipment or in any programs used in conjunction with the current release;

3.1.3.5	problems caused by the use of the current release on or with equipment (other than the Equipment) or programs not supplied by or approved in writing by the Licensor, provided that for this purpose any programs designated for use with the current release in the Specification shall be deemed to have the written approval of the Licensor.

3.1.4	The Licensor shall make an additional charge in accordance with its standard scale of charges for the time being in force for any services provided by the Licensor:

3.1.4.1	at the request of the Licensee, but which do not qualify under the aforesaid incident or problem management by virtue of any of the exclusions referred to in clause 3.1.3 above; or

3.1.4.2	at the request of the Licensee but which the Licensor finds is not commercially reasonable to provide such services without an additional charge.

For the avoidance of doubt nothing in this clause shall impose any obligation on the Licensor to provide services in respect of any of the exclusions referred to in clause 3.1.3.

## 3.2	Releases

3.2.1 The Licensor shall promptly notify the Licensee of any improved version of the Licensed Programs that the Licensor shall from time to time make.

3.2.2 Upon receipt of such notification, the Licensor shall deliver to the Licensee as soon as reasonably practicable (having regard to the number of other users requiring the new release) the object code of the new release in machine-readable form together with the Documentation including the release notes.

3.2.3 If required by the Licensee, the Licensor shall provide training for the Licensee's staff in the use of the new release at the Licensor's standard scale of charges for the time being in force as soon as reasonably practicable after the delivery of any new release.

3.2.4 The new release shall thereby become the current release and the provisions of this Agreement shall apply accordingly.

3.3 Advice

The Licensor will provide the Licensee with such technical advice by use of the service desk to submit a service request , as shall be necessary to resolve the Licensee's difficulties and queries in using the current release.

3.4 Changes in Law

The Licensor will from time to time make such modifications to the current release as shall ensure that the current release conforms to any change of legislation or new legal requirements which affect the application of any function or facility described in the Documentation. The Licensor shall promptly notify the Licensee in writing of all such changes and new requirements and shall implement the modifications to the current release (and all consequential amendments to the Documentation which may be necessary to enable proper use of such modifications) as soon as reasonably practicable thereafter.

3.5 Support Services

3.5.1 Technical Support Services

Access to the following Technical Support Services is available to customers who have a valid Software Support and Maintenance service contract.

Dotmatics shall provide the Customer with technical support services. The Customer personnel notified by the Customer and agreed between the parties to be support representatives ("CSRs") shall be authorized to contact Dotmatics service desk. The CSRs will be registered with the Dotmatics' service desk (with their contact information – name, phone number, and Company email address and role – minimally required). Dotmatics shall provide technical support services only to that specified set of CSRs. Any unauthorized Customer staff contacting the service desk, will be replied to informing them to contact their internal support department at the Customer.

The CSRs may also be registered with the software download website, this will allow access to all current and previous releases of the software and any associated licenses.

An incident report or service request may be logged with Dotmatics service desk via one of the mechanisms listed below:

- Online service desk portal
- Telephone support for Priority 1 Incidents (Normal UK Support Hours)

- Email support

Dotmatics service desk can accept incident reports and service requests written using the English language 24 hours a day, seven days a week and will be actioned during Normal Business Hours according to the SLA specified in 3.5.7.

3.5.2 Service desk support

The service desk is staffed by regional support offices and is available during Dotmatics Normal Business Hours worldwide, excluding regional Dotmatics holidays and weekends, as detailed below. A listing of regional Dotmatics holidays, when Support offices will be closed, can be found in the service desk portal. The service desk portal is currently available at: https://dotmatics.kayako.com. Dotmatics reserve the right to change the service desk provider at any time and will inform the Licensee to ensure a smooth transition. The site includes links to news, product documentation, and the download website, which requires separate login details.

CSRs, as defined in section 3.5.1, will have access to the service desk portal. Access to materials is restricted based on the products licensed by the Customer. For materials of a sensitive nature, access may be further restricted by role.

Extended support outside of the hours noted below may be possible under a separate for-fee arrangement. Please contact your Account Manager for details.

Dotmatics maintains support offices staffing the service desk in North America and the UK. Our support offices are designed to support those Customers in the applicable regions based upon anticipated support call volume, software license sales and deployment locations.

If there is a Priority 1 incident, as noted below, an incident report may be logged which will be visible to all support offices which are currently open regardless of where the software is administered. However, after the incident is assessed, the incident report may be reassigned to a local support office to ensure support is offered real-time.

Customer Support Location	Email	Local Support Hours
Head Office UK	support@dotmatics.com	09:00 to 17:00 (UK time) Monday to Friday
North America (East Coast)	support@dotmatics.com	09:00 to 17:00 (Eastern time) Monday to Friday
North America (West Coast)	support@dotmatics.com	09:00 to 17:00 (Pacific time) Monday to Friday

3.5.3   Email Support

CSRs, as defined in section 3.5.1, will have access to email support by emailing support@dotmatics.com. It is expected that incident reports and service requests are submitted via the service desk portal with email submission only used if the CSR is unable to access the portal.

3.5.6   Support Case Handling

Dotmatics service desk follows an incident management process and request model for management of incident reports and service requests. All cases are distributed directly to Support Specialists. Internally, other product or technical specialists may be called upon to work on the incident report or service request, but all communication from the service desk is coordinated by the Support Specialist who owns the case. All cases are logged and tracked in the service desk.

Once an incident report or service request is logged, ongoing support can be provided remotely, via the service desk portal, via email or online with the use of tools such as GoToMeeting and Microsoft Teams to allow Dotmatics Support Specialists to view and troubleshoot. For Critical (Priority 1) Incidents, Dotmatics may, at its discretion, send support staff onsite at our expense. Onsite support for non-critical Incidents (Priority 2-4) and out-of-hours support for non-critical Incidents, upgrades, or maintenance can be provided on request and will be subject to additional technical support fees at our then-standard rates.

The Dotmatics service desk handles the following types of incident reports and service requests:

- Clarifying functions and features of Products, clarifying Documentation and answering questions concerning the installation, configuration and use of Products provided by Dotmatics.
- Addressing incidents and problems identified with Products;
- Logging, tracking and verifying suspected problems

- Logging, tracking and analyzing requests for enhancements to Products
- Logging change requests

Other enquiries will be passed to the Customer's Account Manager who shall work with the Customer to decide how best to serve the need.

Dotmatics expects its Customers to provide direct first line support to their end users, including:
- Access Management, i.e. basic user administration to include creation of user accounts/passwords, assignment of security level access, and granting of access to system components
- Event Management
- Direction to available documentation
- End-user call screening
- Software installation assistance
- Initial incident or problem identification and diagnosis
- Collection of the information required to create a repeatable demonstration of the incident or problem
- Distribution of any replacement media or updates to the software

This ensures that the support cases reported to Dotmatics have already been triaged to filter out any Incidents or problems that are specific to the Customer's environment or customizations (e.g. local network issue or integration with Customer's internal systems).
In addition, the Customer will take some initial troubleshooting steps before contacting Dotmatics service desk. Examples of steps that might be taken are:
- Restart of application and database services and/or server(s)
- Oracle DBA check of integrity of database, eg. whether sufficient tablespace exists, direct connection to database is possible, any reports in database logs
- Check of Software logs for obvious errors
- Check that sufficient memory and cpu resources are available on server when reproducing Incident
- Test SQL from datasources or logs, directly in Oracle
- Define the scope of the Incident – affecting some users vs. all or in one web browsers vs. another, for example

Dotmatics can provide training for the key contacts and helpdesk staff who are supporting the Dotmatics software within the Customer's environment (these training courses are subject to standard rates and terms and conditions).
When submitting an incident report or service request, the Customer must provide all necessary information as detailed below, needed to enable Dotmatics to reproduce and verify the incident:
- Version of the software being used, including any pertinent third-party software operating system, database server, development tools
- A description of the problem, including detailed steps taken to reproduce the incident or problem
- Sample files, where appropriate, that illustrate the incident, problem or service request
- Log files
- Where appropriate, a description of the desired or expected outcome
- Detailed description of troubleshooting steps taken by Customer

Dotmatics reserves the right to charge additional technical support fees at its then-standard rates for technical support services performed in connection with reported incidents or problems which are later determined to have been completely unrelated to the Dotmatics product(s) in question.

3.5.7   Incident Severity and Response Times

Response to the reported Incident will be provided according to the severity of the impact and urgency of the Incident as indicated below. In the event a reported Incident is not progressing towards resolution in a manner satisfactory to the Customer, the Customer may request that their incident report be escalated to the Regional Head of Support. In the event that customer is still not satisfied, the customer may request that their incident report be further escalated to the Head of Application Science.

Given the nature of enterprise software solutions, it is not possible to guarantee that problems can be resolved within a given timescale. In some cases, it can take time to perform a root cause analysis of the problem and identify possible resolution paths. That said, for Priority 1 and Priority 2 Incidents it is our policy to react immediately on receipt of those Incident reports and work closely with the Customer to get the incident resolved as quickly as technically possible – this might involve a workaround. In such a case Dotmatics may close the incident whilst opening a problem ticket to enable work to continue on a root cause analysis and a longer-term problem resolution.

For Incidents our policy is to:

1. Start work on incident resolution promptly and with high priority (immediately for Priority 1 Incidents)
2. Escalate as required
3. Develop and agree to an incident resolution plan with the Customer
4. Schedule regular updates on a mutually agreed upon schedule as we work through towards incident resolution. The resolution plan might be revised, with mutual agreement, as the Incident or possible solutions are further characterized.
5. If a workaround is determined during the investigation it will be documented in the incident report and communicated to the Customer
6. Upon resolution of the incident the incident report will be marked 'resolved', a problem record may be opened in Dotmatics problem management system
7. The customer will be regularly updated or on request until the problem is closed
8. An Incident converted into a Problem needs a rootcause analysis with a resolution proposition or mutual agreement on how it will be managed.
9. A consensus needs to be found on timeline and rootcause which will be fixed through:
   - a minor or major release,
   - a patch,
   - an emergency release
10. In case a rootcause cannot be identified Dotmatics will do the best commercially reasonable effort to provide a permanent solution. Customer will be updated on the status of the Problem Resolution.

Dotmatics service desk shall respond to all incident reports and service requests from CSRs within the time periods specified below, according to priority.

When an incident is logged, Dotmatics support reserve the right to reassign the severity level should the incident not meet the specified criteria as detailed below

For the avoidance of doubt:

- the SLA below applies only to the process of Incident Management, and not to the process of Problem Management.

- an Incident shall be placed in a status of "Awaiting Customer Response" when Dotmatics Support are awaiting a response from the Customer. When an incident is in such a status, it is not considered escalated and no actions or notifications associated with the SLA are enacted upon. To that end, the length of time that an incident spends in the status of "Awaiting Customer Response" will not count towards the total Resolution Time.

Severity	Description	Response time	Resolution Time / Actions
Incident Priority 1 (Critical)	Production system is inaccessible or degraded to the point where impact and urgency are both very high. No known workaround exists.	Within two (2) Normal Business Hours.	Six (6) Normal UK Business Hours. Continuous effort after initial response and with Customer co-operation.
Incident Priority 2 (High)	Production system performance is degraded, but operational; Incident affects essential functions and no known Workaround exists; or Incident is blocking critical systems tests or deliverables; or major components of the Supported Software are not operational. In these cases, urgency can be high, medium and impact is high	Within four (4) Normal Business Hours.	Within sixteen (16) Normal UK Business Hours after initial response.

Severity	Description	Response time	Resolution Time / Actions
Incident Priority 3 (Medium)	Partial non-critical functionality loss and no significant effect on the usability of the Software or time-sensitive issue important to long-term productivity that is not causing immediate work stoppage. These incidents usually fall into the category of urgency is medium or low and impact is low	Within twelve (12) Normal Business Hours.	Within fifty-six (56) Normal UK Business Hours after initial response.
Incident Priority 4 (Low)	incidents that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Supported Software or for which an acceptable Workaround exists. These incidents usually fall into the category of urgency is low and impact is low	Within twenty-four (24) Normal Business Hours.	Considered for future release of Software.

3.5.8   Feature Requests

Incident reports or service requests that are deemed to represent Feature Requests will be reprioritized and dealt with as follows:

Feature Requests are managed through a product change control process: the product team consisting of Product Management, Development and Customer Support analyse the request, obtaining additional information if necessary and assign the feature request a status. Feature Request status values are:

- Deferred to a future release
- Considered for the next release
- Planned for the next release
- No action planned

Once a Customer Incident or service request has been characterized as a Feature Request the following will happen:

- The Customer will be given a tracking number for the Feature request
- As soon as the disposition is agreed by the Product Team, the service desk shall inform the Customer of that planned disposition

- Assuming the Customer agrees that the planned disposition is a satisfactory way forward, the feature request is marked closed should no action be planned. If the feature is to be planned, deferred or considered for a future release, the request will be marked as resolved and further marked closed once the feature is implemented/no action planned and the customer is informed.
- If the Customer is not satisfied with the planned disposition, Support specialists will continue to discuss the way forward with the Customer and the Dotmatics Product Team.
- If the customer is still not satisfied, the customer can ask for the feature request to be escalated
- For the avoidance of doubt nothing in this clause shall impose any obligation on the Licensor to accept and apply any feature request

3.5.9   Additional Support Services
Additional support services, subject to additional services fees are available and include:
- Software deployment: installation of application servers and databases, data migration, system upgrades and system configuration.
- Out of hours support
- Training

4. Excluded Support and Maintenance
4.1   The Licensor shall be under no obligation to provide Support and Maintenance in respect of:

4.1.1   problems resulting from any modifications or customization of the Licensed Program Materials or the Equipment not authorized in writing by the Licensor. For the avoidance of doubt, modifications to the Licensed Program Materials shall include but not be limited to changes to the logical or physical database schema for the Licensed Program Materials, changes to the disk layout and configuration, and hand-modified changes to the data within the database;

4.1.2   any software other than the Licensed Program Materials;

4.1.3   incorrect or unauthorized use of the Licensed Program Materials or operator error where these are defined as use or operation not in accordance with the Documentation;

4.1.4   any fault in the Equipment;

4.1.5   any programs used in conjunction with the Licensed Program Materials;

4.1.6   use of the elements of the Licensed Program Materials in any combination other than those specified in the Documentation;

4.1.7   use of the Licensed Program Materials with computer hardware, operating systems or other supporting software other than those specified in the Documentation; and

4.1.8   the Licensee's failure to install and use upon the Equipment in substitution for the previous release and new release of the Licensed Programs within 7 days of its receipt.

4.2   The Licensor shall upon request by the Licensee provide Support and Maintenance notwithstanding that the fault results from any of the circumstances described in clause 4.1 above. Any time spent by the Licensor investigating such faults will be chargeable at the Licensor's then current rates. The Licensor shall invoice such charges at its discretion and such shall be paid within 30 days of the date of said invoice.

4.3   The Licensor reserves the right to discontinue the Support and the Maintenance for any prior version of the Supported Software if a superseding version has been available to the Licensee.

4.4   The Licensor shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third-party application software or any data feeds or external data.

5. Licensor Warranty

5.1   The Licensor warrants to the Licensee that all services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

5.2   The Licensee acknowledges that it is the responsibility of the Licensee to ensure that the facilities and functions described in the Specification meet its requirements.

5.3   Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Licensed Program Materials is given or assumed by the Licensor, and all such warranties, conditions, undertakings and terms are excluded.

5.4   The Licensee agrees that its sole remedy in respect of any non-conformance with any warranty in this Agreement is that the Licensor will remedy such non-conformance (either by itself or through a third party) and if, in the Licensor's reasonable opinion, it is unable to remedy such non-conformance, the Licensor will refund the Maintenance Charge for the year in which the services, the subject of such claim, were supplied, if paid, whereupon this Agreement shall immediately terminate.

5.5   The Licensor does not warrant that all Errors can and will be corrected. The Licensor shall use its reasonable endeavors to correct Errors so long as the Errors are replicable by the Licensor, or to provide a workaround; or to bypass around such Error.

5.6   The Licensee must promptly notify the Licensor of any non-conformance to the above warranties in order to benefit from the remedy stated above, and in any event within 3 months.

6. Licensee Warranty and Obligations

6.1   The Licensee warrants that it shall comply in all material respects with all applicable laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licenses, permissions and consents required for carrying on its business have been obtained and are in full force and effect.

6.2   The Licensee shall:

6.2.1   operate the software, maintain data and the database in accordance with the user manual and operator manual;

6.2.2   by arrangement, grant access to premises and/or systems at all times for support and maintenance;

6.2.3   make hardware accessible to the Licensor's support staff, and when required enable logons or passwords required for such support staff (who will have their own logons);

6.2.4   permit the Licensor to install the current version of software from time to time when upgrades or fixes occur, to provide a reasonable level of assistance in implementation and testing;

6.2.5   provide notice of intention to change hardware or operating system or data-feeds.

6.3   The Licensee shall provide the Licensor with reasonable direct and remote access to the Licensee's equipment and the Software and shall provide such reasonable assistance as the Licensor may request, including, but not limited to, providing sample output and other diagnostic information.