



Enigma Solutions Limited

Support Services Agreement

Jul-2022

Enigma Solutions Limited – Support Services Agreement	
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Document history

Version:	Editor	Brief change summary
V2.07	SB	Approved for Release

This **Agreement** is made on the date set out in Item 1 of Schedule 1

- between** (1) Enigma Solutions Limited (**ENIGMA**) whose name and address appears in Item 2 of Schedule 1.
- and** (2) The person or company whose name appears in Item 3 of Schedule 1 (the **CLIENT**).

Introduction

The CLIENT wishes to obtain from ENIGMA the Software Support in respect of the Software (both of which terms are defined below) and ENIGMA is prepared to provide such Software Support on the following terms and conditions.

It is agreed

Interpretation

1.1 In this Agreement, unless the context otherwise requires:

“Base Hours” means the maximum number of hours per month provided by ENIGMA to the CLIENT for Software Support as set out in Item 3 of Schedule 2. Unused Base Hours in any one month do not carry forward to a later month;

“Base Rate” means the hourly rate used to calculate the annual Support Charges as set out in Item 2 of Schedule 2;

“Commencement Date” means the date set out in Item 8 of Schedule 1;

“Confidential Information” means:

- (a) all information, data, drawings, specifications, documentation, know-how and commercially sensitive information that either party may have imparted and may from time to time impart to the other party relating to the subject matter of this Agreement;
- (b) all reports created in the course of this Agreement;
- (c) all commercial information concerning the business of either party;
- (d) the terms of this Agreement; and
- (e) any other information that is, by its nature, confidential or that either party advises the other in writing to be confidential;

but does not include any information that:

- (f) the parties agree in writing is not Confidential Information;
- (g) is, after the date of disclosure, received in good faith by one party from a third party who is lawfully in possession of that information and has a right to disclose it;

“Excluded Services” means any services other the Software Support, and includes (for the avoidance of any doubt):

- (a) Software customisation and licencing services; and
- (b) Hosting services;

“Health Information” has the meaning given to that term in the Health Code;

“Health Code” means Health Information Privacy Code 2020 (as amended or replaced from time to time);

“Hour” means a business hour in terms of the Support Hours more specifically described in Item 6 of Schedule 1;

“Initial Term” means the term of 12 months;

“Intellectual Property” means all industrial and intellectual property rights whether conferred by statute, at common law or in equity, including:

- (a) All copyright and similar rights that may subsist in works or other subject matter;

- (b) Rights in relation to inventions (including all patents and patent applications);
- (c) Trade secrets and know-how;
- (d) Rights in relation to designs (whether or not registerable);
- (e) Rights in relation to registered and unregistered trademarks;
- (f) Rights in relation to databases;
- (g) Business names;
- (h) Rights in relation to domain names; and
- (i) Rights in source code and object code;

and “**Intellectual Property Rights**” means all rights (howsoever arising) in and to the same;

“**Life Cycle Platform Customisation Work**” has the meaning given to that term in clause 5.2;

“**Maximum Response Time**” means the maximum time in Hours elapsed between the notification of a Service Request to ENIGMA and the time work starts on resolving the Service Request as set out in Item 5 of Schedule 2;

“**Average Rate**” means the hourly rate for Software Support services performed by ENIGMA in excess of 150% of the Base Hours in any one month as set out in Item 4 of Schedule 2;

“**Priority Definition**” means the classification of the Service Request more specifically described in Item 7 of Schedule 2;

“**Renewal Date**” means the date set out in Item 14 of Schedule 1;

“**Service Request**” means the request for Software Support pursuant to clause 2;

“**Single Point of Contact**” means the person or group within the CLIENT organisation identified in Item 11 of Schedule 1 and authorised to initiate Service Requests;

“**Site**” means the location or locations specified in Item 10 of Schedule 1 at which the Software is installed or used;

“**Software**” means the object code or executable version of the software application described in Item 4 of Schedule 1;

“**Software Support**” means those services more specifically described in Item 5 of Schedule 1;

“**Support Charges**” means the sums payable by the CLIENT for the Software Support in the amounts and in the manner set out in Item 7 of Schedule 1, subject to any amendment to the same in accordance with clause 5;

“**Support Hours**” means those hours more specifically described in Item 6 of Schedule 1;

“**Support Period**” means the period from the Commencement Date until the date on which this Agreement expires or is terminated pursuant to clause 10;

“**Support Service Level**” means the Contracted or Un-contracted Software Support as set out in Item 12 of Schedule 1 and more specifically described in Schedule 2;

“**Target Fix Time**” means the maximum time in Hours targeted to elapse between the notification of a Service Request to ENIGMA and the resolution of the Service Request as set out in Item 6 of Schedule 2. ENIGMA will use all reasonable endeavours to achieve the Target Fix Time;

“**Termination Date**” means the date set out in Item 9 of Schedule 1, if applicable;

“**Warranty Period**” means a period of 30 Working Days from “**Go-Live Date**” unless otherwise agreed;

“**Working Day**” means a day on which businesses and banks in Auckland are generally open for business.

1.2 In this Agreement:

- (c) clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Agreement;
- (d) the word **person** includes a corporation;
- (e) words importing the singular include the plural and vice versa.

2. Software Support

- 2.1 In consideration of the Support Charges ENIGMA will provide to the CLIENT Software Support for the Software during the Support Period.
- 2.2 Unless otherwise agreed in writing ENIGMA will only accept a Service Request from the CLIENT's Single Point of Contact ("SPC").
- 2.3 Subject to clause 2.6, Software Support will only be provided during the Support Hours. ENIGMA will use reasonable endeavours to ensure that suitable qualified personnel are used in the provision of Software Support and will use its reasonable endeavours to provide Software Support in accordance with the applicable Target Fix Time.
- 2.4 Support to be provided remotely, using online tools to assist where the ability to view the reporter's screen would expedite the resolution time.
- 2.5 ENIGMA may charge additional fees at the Overage Rate for additional support services resulting from:
 - (a) time used in addition to actual hours of Software Support incurred in travelling to and from the Site where the issue cannot be resolved remotely, including time used at the Site waiting for access to the Software;
 - (b) Software Support provided outside Support Hours;
 - (c) Software Support during any one calendar month in excess of 150% of the Base Hours for that month;
 - (d) failure by the CLIENT to maintain the Software in the environmental conditions specified by ENIGMA;
 - (e) failure by the CLIENT and end users to use hardware equal to or in excess of the minimum specified hardware requirements as specified by ENIGMA;
 - (f) failure as a result of any interface or as a result of any software not specified in Item 4 of Schedule 1;
 - (g) improper use or misuse of the Software, including failure to adhere to any written operating instructions or procedures advised by ENIGMA;
 - (h) preparation and/or provision of additional or replacement software;
 - (i) training in use or operation of the Software;
 - (j) unauthorised maintenance, alteration or modification made to the Software by any person other than ENIGMA.
- 2.6 ENIGMA will use reasonable endeavours to notify the SPC in writing when the Base Hours used during a calendar month become less than or equal to 1 hour.
- 2.7 Additional support services carried out under clause 2.5 will be performed by ENIGMA on a reasonable-endeavours basis. The Maximum Response Times and Target Fix Times will not apply to this work.
- 2.8 The CLIENT will pay all reasonable travel and accommodation expenses incurred by ENIGMA in relation to visits to the Site for the purpose of providing Software Support where the Support cannot be provided remotely, provided such expenses have previously been authorised in writing by the CLIENT.
- 2.9 Nothing in this Agreement will require ENIGMA to carry out without extra charge any alteration or modification to the Software.
- 2.10 Service Requests comprising 4 Hours or more of effort are excluded from this Software Support Agreement. The time and cost for such Service Requests will be proposed by ENIGMA and completed under separate agreement with the CLIENT.
- 2.11 Priority for a Service Request will be set or changed by agreement between the CLIENT and ENIGMA in good faith and in accordance with the Priority Definition applicable to the Service Request.
- 2.12 The Single Point of Contact may raise a Service Request to ENIGMA by telephone or email or directly to ENIGMA's Service Request management system. Service Requests are to contain all the information detailed in Schedule 3 where such information is available.
- 2.13 ENIGMA may raise a Service Request in order to carry out Software Support in terms of this Agreement. For such Service Requests ENIGMA will not utilise CLIENT Base Hours without the CLIENT's prior agreement.

3. Excluded Services

- 3.1 For the avoidance of any doubt, nothing in this Agreement shall oblige ENIGMA to provide any services other than the Software Support to the CLIENT, and the parties expressly acknowledge and agree that:
- (a) The Excluded Services are hereby specifically excluded from the scope of services to be provided by ENIGMA pursuant to this Agreement; and
 - (b) Notwithstanding the above, the CLIENT and ENIGMA may from time to time enter into one or more agreements (including, without limitation, platform customisation and/or hosting service agreements) pursuant to which further services will be provided to the CLIENT by ENIGMA (each a “**Separate Service Agreement**”). Nothing in this Agreement will act to vary, amend or otherwise affect the terms of any such Separate Service Agreement.

4. Support Charges and Other Payments

- 4.1 The CLIENT will pay the Support Charges at the times and in the manner specified in Item 7 of Schedule 1. Any additional fees for Software Support will be invoiced monthly and payable by the CLIENT in accordance with Item 7 of Schedule 1.
- 4.2 The CLIENT will be liable for payment where a charge is due for any additional fees at the Overage Rate authorised by the Single Point of Contact under this Agreement without the need for further approval by the CLIENT.
- 4.3 ENIGMA may withhold Software Support until all amounts due by the CLIENT to ENIGMA under this Agreement have been paid in full.
- 4.4 The CLIENT may, with the written approval of ENIGMA, alter the Base Hours from time to time. These alterations are not expected to occur more frequently than quarterly. Any excess of hours above the Base Hours contracted monthly and up to 150% of the monthly Base Hours will be payable at the nominated Base Rate. Above 150% of the monthly Base Hours contracted, the nominated Overage Rate will apply.
- 4.5 Actual hours spent may be rounded to the next one quarter (0.25) hour for each Service Request in order to calculate overall Support Hours.
- 4.6 All fees and charges specified in this Agreement are stated exclusive of goods and services tax. The CLIENT will pay to ENIGMA all goods and services tax (where applicable and at the applicable rate) in addition to the Support Charges and on any other payments payable by the CLIENT under this Agreement.
- 4.7 Payment of Base Hour charges will be invoiced with payment to be made in advance of the month in which they apply.
- 4.8 Any additional charges beyond the Base Hours will be charged at the appropriate rate and will be invoiced on the last day of each month, payable on the 20th of the following month.

5. Adjustment to Support Charges

- 5.1 If the CLIENT alters the system configuration of the Software or purchases additional or replacement software, ENIGMA may by notice in writing to the CLIENT adjust the Support Charges to reflect its then current charges for the new configuration or software and the CLIENT will thereafter pay the adjusted Support Charges.
- 5.2 In the event that the Support Charges are amended pursuant to clauses 5.1 and/or 5.2 above, the references in Schedule 1 to the Software and the Support Charges will be deemed to be varied accordingly.

6. CLIENT Responsibilities

- 6.1 To enable ENIGMA to provide the Support Services, the CLIENT must:
- (a) Provide:
 - (i) timely access to all required CLIENT systems and data (including, where necessary or desirable, administrative access);
 - (ii) timely access to premises, including any necessary security clearances, where required;
 - (iii) internal stakeholder communication and engagement; and

- (b) Use reasonable endeavours to respond promptly and accurately to all reasonable requests by ENIGMA to provide information required for the performance of the Services;
- (c) Ensure that all information provided to ENIGMA is accurate and complete and is not misleading;
- (d) Permit ENIGMA's personnel involved with providing the Support Services to access the CLIENT's system and relevant documentation, as required, to enable ENIGMA to properly perform the Services;
- (e) Where access to the CLIENT's premises is required, ensure the CLIENT's premises are safe and comply with all relevant occupational health and safety legislation, regulations and industry standards;
- (f) Where relevant, make available to ENIGMA suitable personnel of the CLIENT to:
 - (i) provide information about the CLIENT's system and information technology environment;
 - (ii) resolve queries; and
 - (iii) provide such other information and assistance as is reasonably requested by ENIGMA.

7. Confidentiality

- 7.1 Each party (the "Recipient") will keep confidential all Confidential Information of the other party and, except as permitted under clause 7.2 or 7.3, will not divulge the same to a third party without the written consent of the other party.
- 7.2 The Recipient may divulge Confidential Information only to those of its employees, agents and contractors who are directly involved in fulfilling its obligations under this Agreement and will ensure that such employees, agents and contractors are aware of and comply with these obligations as to confidentiality.
- 7.3 The obligations of confidentiality in clause 7.1 will not apply to information that:
- (a) The Recipient can clearly show was independently available to it from a third party having the right to disclose it;
 - (b) At the time of execution of this Agreement is in the public domain, or subsequently enters the public domain, through no fault of the Recipient or any other person to whom it discloses the information;
 - (c) The Recipient is obliged by law to disclose, provided that it has first advised the other party of this obligation, has allowed the other party reasonable time to avoid the disclosure having to be made, and has given the other party such assistance (at the other party's cost) as the other party reasonably requests in doing this; or
 - (d) In respect of Health Information only, the disclosure is made in accordance with the disclosure provisions of the Health Code.
- 7.4 In relation to any Health Information disclosed by the CLIENT to ENIGMA pursuant to this Agreement, ENIGMA undertakes to act as agent of the CLIENT regarding the CLIENT's obligations under the Health Code, and to use reasonable endeavours to ensure that the Health Information is protected, by such security safeguards as are reasonable in the circumstances to take, against:
- (a) Loss;
 - (b) Access, use, modification, or disclosure that is not authorised by the agency;
 - (c) Other misuse.
- 7.5 ENIGMA will use commercially reasonable endeavours to ensure that:
- (a) No master or generic passwords are used, all passwords will be assigned specifically and solely for use by authorised ENIGMA users;
 - (b) Passwords and all access for all users leaving ENIGMA are cancelled or made invalid;
 - (c) Non-authorised persons do not access or view information from the database at ENIGMA's premises or using ENIGMA's facilities and equipment;
 - (d) Authorised ENIGMA users access the database responsibly;
 - (e) Any patient identifiable data will be destroyed immediately after the purpose for holding identifiable data has been fulfilled.
- 7.6 The obligations of the parties to ensure non-disclosure and confidentiality under this clause 7 will survive termination of this Agreement.

8. Warranties and limitations

8.1 Subject to clause 8.2, ENIGMA warrants that:

- (a) Any software bugs identified within 30 days post deployment into the production environment, directly related to changes approved by the CLIENT as part of an agreed piece of work, will be resolved at ENIGMA's cost.
- (b) For avoidance of doubt, any software bugs identified outside the warranty period, or not directly related to approved changes as part of an agreed piece of work, are not covered by this warranty and Base Hours may be used to resolve the issue.

Subject to the foregoing, all conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, in respect of ENIGMA's Software, the Software Support and other services performed by ENIGMA under this Agreement, are excluded.

8.2 Subject to the foregoing (and to the maximum extent permitted at law), all conditions, warranties, terms, representations, indemnities and undertakings, expressed or implied, statutory or otherwise (including, without limitation, any warranties as to merchantable quality or fitness for any particular purpose), in respect of the Software and/or the Software Support or other services performed by ENIGMA under this Agreement, are excluded. Without prejudice to this ENIGMA does not warrant:

- (a) that the use of ENIGMA's Software (in accordance with this Agreement or otherwise) will meet the CLIENT's data processing, reporting or analytical requirements, or any other particular purpose; or
- (b) that the use or operation of ENIGMA's Software will be uninterrupted or error free.

9. Limitation of liability

9.1 ENIGMA shall not be liable to the CLIENT for any indirect or consequential loss, or loss of profits, system outage or loss or loss of data, however suffered, in connection with this Agreement. Furthermore, in no event shall ENIGMA's liability relating to this Agreement (whether in contract, tort or otherwise) exceed the total amounts actually received by ENIGMA from the CLIENT under this Agreement in the 12 month period prior to the relevant prior to the date on which such liability arose, except in the case of gross negligence on the part of ENIGMA when the limit on liability will be NZ\$500,000.

9.2 The obligations under this clause 9 will survive termination of this Agreement.

10. Default and termination

10.1 This Agreement will terminate on the date set out in Item 9 of Schedule 1 (if specified).

10.2 Either party may by written notice to the other terminate this Agreement immediately if:

- (a) the licence to use the Software is terminated for any reason;
- (b) the other party breaches any of its obligations under this Agreement and fails to remedy such breach within fourteen Working Days after notice from the non-defaulting party specifying the breach and requiring it to be remedied;
- (c) the other party goes into liquidation or has a receiver, administrator or statutory manager appointed to it or with respect to any of its assets; or
- (d) the other party becomes insolvent, or makes any arrangement with creditors.

10.3 Following expiry of the Initial Term, either party may terminate this Agreement by not less than one month's notice in writing to the other party.

10.4 In the event of termination:

- (a) The CLIENT:
 - (i) must immediately make payment to ENIGMA of Support Charges for all Software Support performed up to and including the date of termination or expiry and for all other Support Charges and amounts payable by the CLIENT to ENIGMA in connection with periods up to and including the date of termination or expiry;
 - (ii) will not be entitled to a refund of any Support Charges for unused Software Support except in the case of termination by the CLIENT under clause 10.2(b) by reason of ENIGMA being in breach of its obligations under this Agreement;

- (iii) must deliver to ENIGMA all copies of the documentation relating to the Software Support in whatever form possessed by the CLIENT; and
 - (b) Each party shall cease to use all Confidential Information of the other party, shall return to the other party all such Confidential Information and other property of the other party in its possession or under its control, and shall delete all such Confidential Information from any computer system in its possession or under its control.
- 10.5 In the event of no termination date being specified in Item 9 of Schedule 1, or 'Open Term' being specified, an 'open term' will apply. This agreement will take the form of a monthly rolling agreement which can be terminated by either party providing one month's written notice.

11. Intellectual Property

- 11.1 The CLIENT acknowledges that ENIGMA retains all ownership rights in its Intellectual Property including, without limitation, all Intellectual Property Rights in and to the Software, any code incorporated into the Software, design, interfaces, specifications and branding related to the PREDICT and EQUIPE platforms and any customisations and enhancements to the Software or ENIGMA's core products arising from or related to the provision of the Software Support.
- 11.2 The provisions of this clause 11 will survive termination of this Agreement.

12. Disputes

- 12.1 The procedures set out in this clause 12 must be followed in relation to the resolution of any dispute or disagreement concerning this Agreement (including any dispute as to breach or termination of this Agreement) (a "Dispute") and, subject to this clause 12, no party to this Agreement may commence any court proceedings relating to a Dispute unless it has complied with this clause 12.
- 12.2 A party to this Agreement claiming that a Dispute has arisen must give written notice ("Dispute Notice") to the other party specifying the nature of the Dispute.
- 12.3 On receipt of a Dispute Notice by the other party, the parties shall meet to attempt to resolve the Dispute in good faith. If the Dispute cannot be resolved within 10 Business Days, the CLIENT CEO (or other person with delegated authority to resolve the Dispute) will meet with the ENIGMA CEO (or other person with delegated authority to resolve the Dispute) to attempt resolve the Dispute in good faith.
- 12.4 If the parties are unable to resolve the Dispute within a further 10 Business Days, the parties must mediate the Dispute in accordance with the procedures of Arbitrators & Mediators Institute of New Zealand, and the President of Arbitrators & Mediators Institute of New Zealand (or the President's nominee) will select the mediator and determine the mediator's remuneration provided that for the avoidance of doubt it is recorded that conduct of a mediation process in accordance with this clause shall be without prejudice to each party's ability to commence court proceedings upon completion of such mediation process or within 60 Business Days of the date of the Dispute Notice (whichever is the earlier), if a binding agreement has not (for whatever reason) been reached by that time.
- 12.5 Nothing in this clause 12 shall prevent a party from seeking urgent equitable relief before an appropriate court.

13. General

- 13.1 For the purposes of service of notice in writing under this Agreement:
 - (a) Where one party sends the notice by email to the email address of the other party, and no delivery failure notice is received, the notice shall be deemed to have been received by the other party on the day of that email transmission:
 - (b) Where one party sends the notice to the other party by registered post or by personal delivery to the address of the other party, the notice shall be deemed to have been received by the other party on the day that the delivery by registered post is confirmed, or the personal delivery occurred, as the case may be.
 - (c) The initial address and email address of each party for the purposes of subclauses (a) and (b) above are set out in Items 2 and 3 of Schedule 1. Either party may update such address details at any time by giving the other party not less than 5 working days written notice of the change.
- 13.2 Any notice to be given in terms of this Agreement must be made in writing, email or by facsimile transmission sent to the registered office or principal place of business of the other party or to such other

address as may be notified by either party to the other from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the third Working Day following the date of posting. The initial facsimile number, email and physical addresses of ENIGMA and the CLIENT are set out in Items 2 and 3 of Schedule 1.

- 13.3 No waiver of any breach of this Agreement will be deemed to be a waiver of any other or any subsequent breach. The failure of any party to enforce any provision of this Agreement will not be interpreted as a waiver of the provision.
- 13.4 This Agreement constitutes the entire agreement between the parties (for the purposes of Software Support) and supersedes all previous negotiations, commitments and/or writings, provided that, where a confidentiality agreement has previously been signed by the parties, that confidentiality agreement will continue in full force and effect, except to the extent of any inconsistency with this Agreement.
- 13.5 No alteration of this Agreement will be binding unless it is in writing and executed by both parties.
- 13.6 The CLIENT may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of ENIGMA (such consent not to be unreasonably withheld).
- 13.7 If any provision of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement will not be affected and will continue in full force.
- 13.8 This Agreement is subject to the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts. In addition to any other rights and remedies available to either party for breach of this Agreement, either party will be entitled to enforcement by court injunction or restraining order.
- 13.9 Any copy of this Agreement that is received by email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this Agreement) may be relied on by any party as though it were an original copy of this Agreement. This Agreement may be entered into on the basis of an exchange of PDF or other document reproduction format.
- 13.10 ENIGMA will not be liable to the CLIENT for any breach or failure to perform any of its obligations under this Agreement where such breach or failure is caused by war, civil commotion, hostility, act of terrorism, strike, lockout, other industrial act, pandemic, epidemic, weather phenomena or other act of God, governmental regulation or direction, or any other similar cause beyond ENIGMA's reasonable control.

Schedule 1: Support Services Agreement

Item 1	Date of Agreement	<i>[insert date]</i>
Item 2	ENIGMA	<p>Legal name: Enigma Solutions Limited</p> <p>Address: E3, 17 Corinthian Drive, Albany, Auckland</p> <p>Phone: 09 912 9100</p> <p>Facsimile: 09 912 9191</p> <p>Email: helpdesk@enigma.co.nz</p>
Item 3	CLIENT	<p>Legal name:</p> <p>Address:</p> <p>Phone:</p> <p>Facsimile:</p> <p>Email:</p>
Item 4	Software (Clauses 1.1 and 2.1)	<i>[insert a description of what software is being supported]</i> eg
Item 5	Software Support (Clauses 1.1 and 2)	<ul style="list-style-type: none"> • Advice by telephone and/or email and/or remote meeting on: <ul style="list-style-type: none"> ○ rectifying data corruption in the Software; ○ rectifying defects or deficiencies of an inherent nature in the Software unless provided free of charge within the Warranty Period; ○ rectifying corrupt files or restructuring files. • The provision of modifications and enhancements provided the Service Request comprises less than 4 Hours effort. • The investigation, diagnosis, repair and correction of faults (being a failure of the Software to operate in accordance with its published specifications or any other term of this Agreement) unless provided free of charge within the Warranty Period. • The provision of new versions or updates of the Software (if any) developed by ENIGMA.
Item 6	Support Hours (Clauses 1.1 and 2.3)	From 8.00 am until 5 pm Monday to Friday excluding New Zealand public holidays and Auckland Anniversary holiday and excluding all days between Christmas Day and New Year's Day

<p>Item 7</p>	<p>Support Charges (Clauses 1.1 and 3)</p>	<p>Yearly Amount: <i>[insert amount]</i> (plus GST)</p> <p>Manner of Payment: The CLIENT will pay ENIGMA's invoices by the 20th of the month following the month of the invoice (apart from Base Hours which will be paid prior to the beginning of the applicable month under clause 4.7).</p>
<p>Item 8</p>	<p>Commencement Date (Clause 1.1)</p>	<p><i>[insert date]</i></p>
<p>Item 9</p>	<p>Termination Date (Clause 1.1)</p>	<p><i>[insert date or open term]</i></p>
<p>Item 10</p>	<p>Site (Clauses 1.1 and 2.4)</p>	<p><i>[insert details]</i></p>
<p>Item 11</p>	<p>Single Point of Contact (Clauses 1.1 and 2.2)</p>	<p><i>[insert name of person(s) or group]</i></p>
<p>Item 12</p>	<p>Support Service Level</p>	<p>SLA Type: <i>[Contracted (C) or Non-contracted (NC)]</i></p> <p>Base Hours: <i>[C = 4, NC = No base hrs] minimum per month</i></p> <p>Base Rate: <i>[C = \$190, NC = \$240] per hour, (to apply to base hours plus any hours worked up to 150% of the base hours monthly)</i></p> <p>Overage Rate: <i>[C = \$225 per hour, will apply beyond 150% of base hours]</i></p>
<p>Item 13</p>	<p>Support Period (Clause 1.1)</p>	<p><i>[insert length of Support Period, or open term]</i></p>
<p>Item 14</p>	<p>Execution</p>	<p>Signed for and on behalf of [CLIENT Name]</p> <p>Name: _____</p> <p>Position: _____</p> <p>Signature: _____</p> <p>Date: _____</p>

		<p>Signed for and on behalf of ENIGMA</p> <p>Name: _____</p> <p>Position: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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Schedule 2: Service Levels

Item 1	Service Level	Contracted	Non-contracted	
Item 2	Base Rate	\$190 per hour	\$240 per hour	
Item 3	Base Hours	4 hours	None	
Item 4	Overage Rate	\$225 per hour	None	
Item 5	Max Response Time	Priority 1	4 Hours	12 Hours
		Priority 2	8 Hours	32 Hours
		Priority 3	20 Hours	80 Hours
		Priority 4	60 Hours	80 Hours
		Priority 5	80 Hours	80 Hours
Item 6	Target Fix Time	Priority 1	16 Hours	40 Hours
		Priority 2	32 Hours	80 Hours
		Priority 3	80 Hours	160 Hours
		Priority 4	160 Hours	160 Hours
		Priority 5	160 Hours	160 Hours
Item 7	Priority Definition	Priority 1 (Urgent)	The problem results in extremely serious interruption to CLIENT operations. It has affected, or could affect, all users. Tasks that should be executed immediately cannot be executed or main functions of the Software are interrupted. Data integrity is compromised and the Service Request requires immediate processing as the issue can result in financial losses.	
		Priority 2 (High)	The problem results in serious interruption to CLIENT operations, will negatively impact an enterprise-wide installation, urgent deadlines are at risk. In production Software, important tasks cannot be performed, but the error does not impair essential operations. Processing can still continue in a restricted manner. Data integrity may be at risk. In a pre-production environment, the problem hinders deployment. The Service Request requires timely processing, as the malfunction could cause serious interruptions to critical processes or negatively impact business.	
		Priority 3 (Moderate)	The problem results in interruption to CLIENT operations. It does not prevent operation of the production Software, or there could be minor degradation in performance. The error may be attributed to malfunctioning or incorrect behaviour of the Software. The issue will affect a pilot or proof-of-concept deadline in a pre-production environment.	
		Priority 4 (Low)	The problem results in minimal interruption to CLIENT operations with low business impact. The issue may be a "how to" question, installation or configuration inquiry, or a documentation question.	
		Priority 5 (Work Request)	The problem results in no interruption to CLIENT operations with no adverse business impact. The issue may be an, installation or configuration inquiry, enhancement request under 4 hours effort, data extract request or documentation question. The issue will affect a test or pre-production environment without hindering deployment.	

Schedule 3: Service Request Information Requirements

Service Request Information Requirements	
Name	Location
Date	Time
Contact Phone	Contact email
Priority	Description of the service requested
User Login	User Type
Date and time occurred	Function being performed
Software module affected	Number of users impacted
Images of the screens in use	