PNMsoft (The “Vendor”) Software Maintenance and Support Level Agreement (SLA)

1. Subject to the full payment of the Software and maintenance fees, technical support shall be provided by telephone, e-mail and via the Vendor’s web site to up to 5 individuals representing the authorized users per organization. Technical support is available Monday to Friday (except public holidays) between the hours of 8.00 am – 5.00 pm.

2. The registered user of the Software licensed will receive from time-to-time notifications about Software upgrades including: new versions, service packs, patches and instructions for applying the upgrades that are supplied by the Vendor during the period of maintenance cover. The Vendor shall support each major version of the Software for the longer period of: a) 24 months after the official release of a next version and b) 36 months after the initial purchase date of the Software version by the Customer.

3. Defects will be addressed in accordance with the assigned priority level.
   (a) Priority Level 1: complete loss of all service of the Product and the situation is an emergency. The Vendor will acknowledge within 1 working hour from the time that the call was logged with the Vendor and shall remedy defects and/or provide a workaround within 1 working day of notification of the problem, with a permanent solution within an agreed timeframe.
   (b) Priority Level 2: severe loss of service of the Product however, operation can continue in a restricted fashion. The Vendor will acknowledge within 2 working hours from the time that the call was logged with the Vendor and shall remedy defects and/or provide a workaround within 3 working days.
   (c) Priority Level 3: a minor loss of service of the Product, the impact is an inconvenience. The Vendor will acknowledge 1 working day from the time that the call was logged with the Vendor and shall remedy defects in the next release of the software or within 2 months.
   (d) Priority Level 4: no loss of service of the Product; the result is a minor error, incorrect behaviour, or a documentation. The Vendor will acknowledge within 1 working day from the time that the call was logged with the Vendor and the Vendor shall use its reasonable efforts to remedy defects and/or provide a workaround in the next release.

4. Exclusions; If a problem is found to be caused by one or more of the following excluded factors then the Vendor may not provide support or if it chooses to provide support the Vendor may charge the Customer at the Vendor’s current rates for such services for all reasonable costs plus VAT. The Vendor shall notify the Customer as soon as they become aware that a fault may be due to one of the following exclusions:
   (a) Altered, damaged, or modified Products (save for those alterations or modifications made by the vendor
   (b) Products that are not at a supported release level or for which the Customer does not have a current support and maintenance contract;
   (c) Defects or errors caused by incorrect use of the Products or operator error;
   (d) Defects caused by failure to implement reasonable recommendations in respect of or solutions to defects provided by the Vendor;
   (e) Products installed in a hardware or operating environment not supported by the Vendor.
   (f) Third party software not licensed through or supported by the Vendor;
   (g) Defects or errors caused by any fault or error in the equipment, programs, applications or products used in conjunction with the Products, or otherwise resulting from causes beyond the reasonable control of the Vendor.

5. Customer’s Support Service Obligations: The Customer shall provide cooperation and assistance to the Vendor in the Vendor’s efforts to provide support. Such cooperation and assistance shall include but not be limited to:
   (a) The timely transmittal and release to the Vendor of appropriate and accurate documentation and information;
   (b) Remote access to Customer’s environment where the defect can be reproduced and traced.
   (c) If the fault cannot be replicated via the remote access, the Customer may require the Vendor’s staff to attend site and shall pay for the time and expense charges involved in attending this site or other locations.