

PREEMPTIVE
CONSULTING
PTY LTD

Technical **S**upport **S**ervices

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Preemptive Consulting Pty Ltd (“Preemptive”) is committed to providing the level of support that Customers and Authorised Partners require to successfully implement our Products in mission-critical systems.

Technical Support provides assistance with installation and configuration and any subsequent problems encountered in the operation of Preemptive’s Products.

- Technical Support Services (TSS) is a renewable, annual plan protecting your investment in Preemptive’s Products during the contract period.
- Assistance is also available for specific incidents or problems.
- Support is not intended to be a substitute for Preemptive’s Training or Professional Services.

TSS protects your investment by including upgrades to subsequent software versions as they become available. This plan provides access to unlimited support (per server) during standard business hours.

- Number of incidents: Unlimited
- Hours of coverage for Australian and New Zealand-based sites:
Monday to Friday – 9:00am to 5:00pm Australian Eastern Standard Time (AEST), non public holidays.
- Software upgrades included: Yes
- Number of customer contacts: 1
- Plan duration: 1,3 and 5 years; or per incident, based on time and materials

Technical Support Services (TSS) provides:

- Technical issue resolution via telephone, email and/or web
- Access to technical notes, resources, and patches on Preemptive’s website
- Version updates and upgrades.
- Preferred access to Preemptive’s Professional Services

TSS provides access to unlimited helpdesk support during normal business hours, Australian Eastern Standard Time, for up to one customer contact.

Facilities are provided for critical calls received after hours or on public holidays. Additional charges apply.

On site Technical Support

- Onsite Technical support is available from Preemptive (at an additional cost).
- Travel time is not charged for locations within a radius of 50km of Preemptive’s Head Office in the ACT.
- For locations outside of a 50 km radius travel time and costs, accommodation and expenses, if necessary, are chargeable and the minimum chargeable time is 8 hours.
- Additional charges apply for onsite support for any times before 9:00am and after 5:00pm Monday to Friday, any time Saturday and Sunday and Public Holidays. Travel time is charged.

Software Upgrades

Where client requires a software upgrade and does not have a current TSS agreement the charge for the new version is the current list price as published in Preemptive’s price list at the time.

Versions Currently Supported

Preemptive offers technical support for software for a specified period of time. Once a product enters “end-of-life” status, Preemptive may be unable to provide service packs or updates for that version of the software and any add-on modules for that version of the software.

Problem or Incident

An incident is a user-defined problem seeking resolution. The incident must be related to the original intent and design of the software, and does not include subsequent problems that are caused by, or related to, the original problem.

A problem is:

- A description of the desired functionality the customer wishes to achieve; or
- The step-by step process to reproduce a single undesired event; or
- Any and all exact error messages and description of incorrect behaviour.

In consultation with the customer, Preemptive's Technical Support will determine the severity of the problem and move through an escalation process based on the issue's severity, to identify the cause of the problem.

An incident is considered "open" when a customer provides Preemptive's Help Desk with a single problem related to the original intent and design of the Preemptive's software. The incident is considered "closed" when Preemptive's Technical Support presents a resolution related to the original intent and design of the software.

Resolution of a problem is defined as the Customer has received advice:

- On product functionality
- On rectifying a problem with the operating environment
- On actions that need to be taken to recover from a data or database corruption problem
- On correcting problems pertaining to an input stream
- That software maintenance patch, when applied, will resolve the problem
- That the problem relates to hardware and a call should be made to the hardware supplier.
- The problem relates to a known issue that has been corrected in a subsequent release of the software and the customer should upgrade their release of the software
- The problem relates to a known issue that should be incorporated in a future maintenance release of the software and the customer has been provide with advice on the most appropriate workaround in order to overcome the immediate problem.
- On identifying the problem does not relate to Preemptive's software.

Chargeable events:

A chargeable event occurs when a request for support is made and Preemptive determines that the issue is not related to its software or products. Chargeable event will be billed to the customer directly at a charge rate of \$AU 200 per hour or part hour.

Upgrades

Preemptive's Technical Support Services (TSS) provides new versions of licensed Product software including hot fixes, service packs, "point" upgrades (ie version 5.0 to 5.5) and full version upgrades (ie 6.0 to 7.0) to the customer.

Single Incident Support for out of maintenance products

- Telephone technical support for Preemptive's Products for one incident.
- Single incidents can only be purchased at time of use and not pre-purchased.
- Single support incidents are \$300 per hour with a two hour minimum. Additional hours are billed in full-hour increments.
- This level of support is provided at Preemptive's discretion.

Payment Terms

All support fees shall be payable upon receipt of Preemptive's invoice. Payment of the support fee entitles customer to utilize the support plan purchased. If payment is not received, Preemptive will terminate the agreement and the customer will be obligated to return any upgrades shipped as a result of the purchase of the support plan. Failure to return the software will result in a breach of the Preemptive's Licensing Agreement.

Single incidents may be purchased during normal Preemptive's Technical Support business hours at time of use by a valid credit card (only Mastercard and Visa accepted).

Support Pricing

Software Support Prices will be firm for the period of the agreement. Preemptive reserves the right to make price adjustments from time-to-time upon renewal of this agreement.

Renewal of a lapsed Support Plan

If support is discontinued or allowed to lapse and then reinstated, the renewed support plan will have its start date set to the previous plan's expiration date and support will continue for 1, 3 or 5 years from the adjusted start date. If a support plan is lapsed for more than 12 months, the support plan will be considered a new support plan and the customer will be required to purchase any upgrades that Preemptive has issued during the period that support has been lapsed.

Note: All TSS offerings are subject to Preemptive's Terms and Conditions (details of which are published on our website, www.preemptive.com.au)