

MAINTENANCE, SUPPORT and CONSULTING SERVICES

The nomenclature used in the Seidor Kenya Limited Terms and Conditions shall apply to this document

1. Maintenance

1.1. Maintenance includes the following:

1.1.1. **Software updates and upgrades.** SAP typically releases one major release every two years and several minor releases annually, at SAP's discretion. With the exception of customers on the "Inclusive Solution" Infrastructure offering as detailed in the Seidor Kenya Limited Terms and Conditions, please note that the Maintenance fee does **not** include services related to installation by SEIDOR of the new versions or software patches; and

1.1.2. **Access to SAP second level support and bug fixes.**

1.2. The Maintenance Fee is included in the **subscription** License Fees and all active/paid up subscription Licenses include Maintenance as set out in this clause 1.

1.3. Maintenance in respect of all **perpetual** Licenses is billed annually. Payment of the annual Maintenance Fee entitles the Customer to the Maintenance as set out in this clause 1.

1.4. Where a perpetual License holder terminates Maintenance or fails to pay the annual Maintenance Fee and at a later stage wishes to re-instate Maintenance, the Customer shall be billed a fee equal to the annual Maintenance Fee for the years (or part thereof) not paid by the Customer, as well as the then current annual Maintenance Fee prior to the re-instatement.

1.5. The Annual Maintenance Fees on **perpetual** Licenses will escalate in January of each year by an amount guided by the Consumer Price Index inflation rate.

2. Support:

2.1. Support is provided in accordance with this Maintenance and Support document on payment of the annual Support Fee or on a time and material basis. For customers on the "Inclusive Solution" Infrastructure offering as detailed in the Seidor Kenya Limited Terms and Conditions, the Support Fee is included in the monthly subscription fee.

2.2. The annual Support Fee will escalate in January of each year by an amount guided by the Consumer Price Index inflation rate.

2.3. Support includes the following:

2.3.1. Helpdesk/Telephonic Support

2.3.1.1. Unlimited access to the SEIDOR support team via the helpdesk during operational hours to resolve issues;

2.3.1.2. Real-time call logging management system;

2.3.1.3. Online investigation by trained and certified support consultants to **identify** issues caused by application failures or incorrect data entries;

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2.3.1.4. Resolution fixes, workarounds and advise will be provided on all existing functionality not related to new requirements or system enhancements;

2.3.1.5. Access to official SAP documentation; and

2.3.1.6. Access to Webinars.

2.3.2. The SEIDOR support team are unable to provide any additional training or consultancy, including implementation of new functionality, changes to existing processes or reports. These additional services are available as part of the SEIDOR Consulting Services and are billed on a Time and Material Basis or additional Quotation/Order.

2.3.2.1. SEIDOR is unable to provide assistance in terms of any support contract for any third-party application or software that was not provided by SEIDOR.

2.3.3. Software Supplier Escalations

2.3.3.1. The SEIDOR Support team will manage escalations and calls to software providers like SAP or other Add On providers for any software that was sold to the Customer by SEIDOR;

2.3.3.2. The SEIDOR Support team will apply fixes suggested by software providers where applicable;

2.3.3.3. With the exception of customers on the “Inclusive Solution” Infrastructure offering as detailed in the Seidor Kenya Limited Terms and Conditions and in the event that a Software upgrade is recommended, and the Customer requires SEIDOR assistance to install the upgrade, such installation and assistance will be billed in accordance with the rates agreed in the Order, if no rates have been agreed in the Order then such assistance shall be billed on a Time and Material Basis as part of SEIDOR’s Consulting Services referred to in clause 3.

2.3.4. Software Upgrades

2.3.4.1. The supply of latest software and patch versions will be made available to the Customer once the Customer’s Annual Maintenance Fee or subscription License Fees have been paid;

2.3.4.2. With the exception of customers on the “Inclusive Solution” Infrastructure offering as detailed in the Seidor Kenya Limited Terms and Conditions, any Upgrade Installation and assistance required by the Customer will be billed in accordance with the rates agreed in the Order, if no rates have been agreed in the Order then such assistance shall be billed on a Time and Material Basis as part of SEIDOR’s Consulting Services referred to in clause 3.

2.3.5. System and Network Environment

2.3.5.1. With the exception of customers on the “Inclusive Solution” Infrastructure offering as detailed in the Seidor Kenya Limited Terms and Conditions, the Customer is responsible for its own system and network environment which includes hardware and IT infrastructure, back-ups, operating systems and database management platforms whether hosted or on the Customer premises;

2.3.5.2. With the exception of customers on the “Inclusive Solution” Infrastructure offering as detailed in the Seidor Kenya Limited Terms and Conditions, the support of the Customer IT infrastructure and environment is outside of the SEIDOR Maintenance and Support service, SEIDOR can facilitate the support of the Customer IT infrastructure and environment through engagement with its sister company Seidor Networks, who provide these services to SEIDOR’s existing customer base.

2.3.6. Software fault Resolution

2.3.6.1. SEIDOR will endeavour to replicate any reported bugs in the Software, and report these to the software authors. If the bug is affecting a critical aspect of the business and a practical workaround is available, SEIDOR will assist the Customer to implement such work-around;

2.3.6.2. If data has been corrupted by a bug or by hardware failure, SEIDOR will attempt to resolve these corruptions, working with the software authors where required. Please note that regular backups are essential, as it is not always possible to recover data in the event of corruption or data loss.

3. Consulting Services

3.1. Consulting Services include, *inter alia*:

3.1.1. reports, query resolution, training, reconciliation issues and other related accounting and operational functions;

3.1.2. Services not provided as part of Maintenance or Support;

3.1.3. Assistance provided where the annual Maintenance Fees and/or Support Fees have not been paid by the Customer.

3.2. Consulting Services are billed in accordance with the rates agreed in the Order, if no rates have been agreed in the Order, then such Consulting Services shall be billed on a Time and Material Basis.

4. Hours of Operation

The helpdesk operates between 8am and 5pm, Monday to Friday, excluding Public Holidays. A reduced service (consultant ‘on-call’) is provided between Christmas and New Year. All times are at GMT+3.

5. Support Teams

5.1. **SEIDOR support team** – (First Level Support Team) is available as part of the annual Support Fee or on a Time and Material Basis, as and when required.

5.2. **SAP support team** (Second Level Support Team) is available where the relevant subscription License or annual Maintenance Fee for perpetual License holders are paid up to date.

6. Fault Logging Methods

All requests for Services can be logged by the Customer by means of a telephone call, via the internet on the SEIDOR self-help portal or via e-mail. See details below:

6.1. E-Mail: supportdesk@seidorafrica.com

You will receive an automated e-mail with your call number.

6.2. Telephone: +254 732 920 109

A reference number will be supplied telephonically and again via e-mail once your call has been logged on the system.

6.3. Self-Service Portal: <https://seidorsupport.freshdesk.com/>

View all your logged calls as well as up to date and detailed responses. A user account can be created on request for Customer convenience.

7. Support Procedure

7.1. Support Request logging

7.1.1. Customer must log a support request via one of the methods set out in clause 6 above.

7.2. Support Request is received

7.2.1. Support ticket is created;

7.2.2. Issue is identified, severity level assigned and documented by the SEIDOR support team;

7.2.3. Issue is qualified to determine if it can be resolved through the First Level Support Team or if referral to the Second Level Support Team is required;

7.2.4. SEIDOR Support team will respond to the Customer in the time frames set out in clause 8 below.

7.3. If issue can be resolved through First Level Support Team:

7.3.1. Resolution of the issue is worked to successful resolution. On-site support will be provided by SEIDOR when and where appropriate, in the event that remote support does not resolve the fault;

7.3.2. Quality Control – resolution of the issue is verified to be resolved to Customer's satisfaction;

7.3.3. Complete problem resolution details are updated, and the Support ticket is closed.

7.4. If issue cannot be resolved through First Level Support Team:

7.4.1. Issue is escalated to the Second Level Support Team;

7.4.2. SEIDOR will coordinate and provide assistance where possible;

7.4.3. Support ticket is closed, after referral to Second Level Support team.

8. Response Times

SEIDOR will respond to a logged request within the time frames outlined below.

8.1. Severity levels:

- Severity 1 - Critical: System failure that materially affects the customer's business
- Severity 2 - Non-critical: System active but users are severely impacted
- Severity 3 - Non-critical: System active but users not severely impacted

8.2. Typical Response times shall be:

- Severity 1 - 0 to 1 hours
- Severity 2 - 0 to 2 hours
- Severity 3 - 0 to 4 hours

8.3. Repair Times

- SEIDOR is unable to provide an absolute guarantee of the rectification of problems discovered as part of Support request and/or the time frames to resolve the fault, particularly where a fault may have caused data files to be irrecoverable or where there is a Software fault that is dependent on a fix from the Software author.
- SEIDOR will however make all reasonable endeavours to ensure that the Customer receives quality service from SEIDOR and that where possible full and conclusive responses are made.