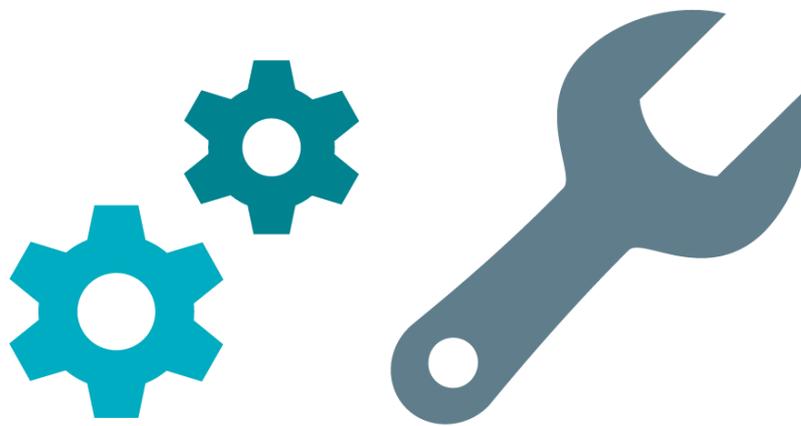


MonitorPro



Monitoring Data Management Systems
Support and Service Level Agreement v1.8



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Support and Service Level Agreement (SLA) for MonitorPro

Scope of Document

This document outlines the customer support to be provided by EHS Data Limited in association with the delivery of Monitor-Pro software packages, which may include some or all of the following elements:

1. MonitorPro
2. MonitorPro Web
3. MonitorPro Field
4. MonitorPro Service

These arrangements may be extended to project deliverables and associated modules, plug-ins and application packs when specified in the relevant contract.

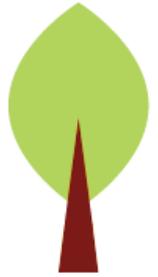
Fees

Support fees for the first year of operation will be provided within the specific proposal document. Subsequent years' support are payable annually in advance, and will be based on the Support Fee, plus an annual inflation increment where applied.

Updates (all support levels)

1. Updates to the standard products will be released periodically and these will include all patch fixes issued since the last update along with various new functionality, as has been developed for inclusion from the Product Backlog. A download of the new release will be made available from the EHS Data website and release notes provided for each major release.
2. Support will be provided by employees of either EHS Data or its' appointed agents. The individuals providing support will have appropriate experience in using and troubleshooting the products that they are supporting.
3. Remote login support is not offered under Basic Support. It is provided under Premium and Essential Support only.

Provisions of Basic Support and Maintenance



The support which will be provided under this arrangement as follows:

Helpdesk Support

Telephone and email helpdesk is provided. These are unlimited (subject to 'reasonable' use').

All support requests should be sent to our ticketing system, which can be accessed via sending an email to: support@ehsdata.com

- Support tickets will be collected via the helpdesk operator during the times detailed below in the Regional Coverage. All emails to this address will receive a response either by 'phone or email within one working day of receipt (or sooner wherever possible).
- Support will be prioritised and escalated by the helpdesk as required. 2nd and 3rd line support is offered from the UK, during UK office working hours (09:00 am to 17:00 pm) excluding English bank holidays.
- Where a customer reports an issue, which it is agreed between both parties puts undue restrictions on their use of the software, EHS Data will attempt to provide a patch release which addresses the specific issue raised within five working days.
- If the support call/email results in an issue (bug or Request For Improvement (RFI) in the functionality or usability of the product) this will be added to our Product Backlog for that particular product and an issue reference created. It will then be prioritised accordingly in the release schedule.
- A telephone support helpdesk is staffed during standard UK office working hours (9:00 am to 5:00pm) excluding English bank holidays. All calls to this number will receive a response either by 'phone or email within one working day from receipt (or sooner wherever possible).

Basic Support is limited to the resolution of bugs or errors with the application. It does not extend to:

- Informal/Ad-hoc user training
- Fault finding in the incorrect setup of features or functionality by users
- Clarification of features and functions
- Issues resulting from incorrect setup of the system by client IT departments/Admin users, which includes problems related to user permissions.

Regional coverage

In addition to technical support offered from the UK detailed above, EHS Data also offer clients access to 1st line support in other regions and time zones. To access this service clients should email: support@ehsdata.com to raise a ticket. A response will be provided either by 'phone or email within one working day of receipt (or sooner wherever possible, however we cannot always guarantee a same day reply).

Latin America – Argentina: Monday – Friday (9.00am – 5.00pm)*

North America – Calgary: Monday - Friday (9.00am – 5.00pm)*

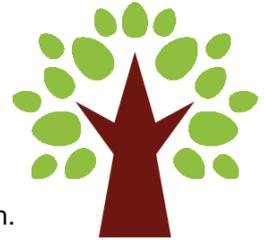
Australasia – Brisbane: Monday - Friday (9.00am – 5.00pm)*

*Times are local to the office in question and exclude public holidays conducted in those countries.

Current contact details can be obtained from the Website: <http://ehsdata.com/about-us/our-offices/>

A comprehensive user manual is provided and updated with new functionality/changes at each major release. Comprehensive installation and configuration guides are also provided for IT/Admin.

Provisions of Essential Hosting Support and Maintenance

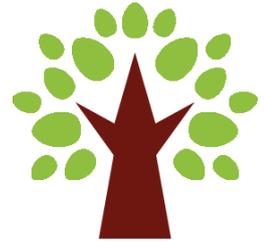


Essential Hosting is an alternative to Essential Support, offered exclusively to clients hosted by EHS Data. It is the minimum level of Support required for hosted clients and offers the provision of database administration necessary for the smooth operation of your system.

Cover is as per Basic Support, plus:

- **Administration and assistance for your database(s)**
Up to ½ a day per month (non-accruable, based on an 8hr day). This will cover all that is needed to effectively host and maintain your MonitorPro system.
- Annual database health-check and tune
- Dedicated Account Manager

Provisions of Essential Support and Maintenance



Essential Support is open to hosted and self hosted clients.

Cover as per Basic Support, plus:

- **Remote administration and assistance for your database(s)**
Up to ½ a day per month (non-accruable, based on an 8hr day). Incorporated with your ½ day per month can be up to 1hr of WebCast training.
- **Priority response to requests**
Issues and requests raised by Essential Support customers receive priority email and phone support.

We'll make every reasonable effort to resolve issues caused by user error not issues solely related to bugs or errors with the application covering the provision of:

- Informal user training and clarification of features and functions as required
 - Fault finding in functionality setup
 - IT setup or installation problems
 - Use of Remote Access or WebCast/ScreenShare tools such as WebEx, TeamViewer etc.
- **Annual database health-check and tune**
 - **Dedicated Account Manager**
To include Bi-Annual review meetings
 - **Up to 4 authorised callers**

Provisions of Premium Support and Maintenance



Cover is as per Basic Support, plus:

- **Remote administration and assistance for your database(s)**
Up to 1 day per month (non-accruable, based on an 8hr day). Incorporated within your 1 day per month can be up to 2hrs of WebCast training.
- **Priority response to requests**
Issues and requests raised by Premium Support customers receive priority email and 'phone support. We'll make every reasonable effort to resolve issues caused by user error not issues solely related to bugs or errors with the application covering the provision of:
 - Informal user training and clarification of features and functions as required
 - Fault finding in functionality setup
 - IT setup or installation problems
 - Use of Remote Access or WebCast/ScreenShare tools such as WebEx, TeamViewer etc.
- **24h emergency recovery service**
We will make every reasonable effort to fix within 24 hours of being aware of a severity 1* issue (UK business hours).
In the event of a severity 1 issue, we will assign a developer and/or engineer as top priority to investigate and repair.
In extremis, should a recompile and build of MonitorPro be required, we will aim to do this within 48 hours of being aware of a severity 1 issue.
* See appendix 1 for definitions
- **Quarterly database health-check and tune**
On request, includes a database shrink, index optimisation and backup check.
- **Dedicated Account Manager**
To include Quarterly review meetings
- **Up to 8 authorised callers**

Not Covered By This Agreement

- Development
- Formalised Training
- Report design
- On-site visits
- Bespoke Developments not completed by EHS Data or its appointed agents (including client created Crystal Reports)

The liability of support in any one year is at maximum capped at the value of the licence purchased.

Cancellation

The Agreement can be cancelled at any time in writing by e-mail or letter. In case of cancellation, EHS Data will not pro-rata or issue any refunds for any unused time on this agreement. There is no grace period for cancellations.

Re-joining support

We encourage users to keep continuity of support. However, if you previously had a support contract but have let it lapse you may apply for reinstatement.

Support is based on the latest version of our systems. On re-joining you must update, and will receive entitlements to database scripts and client PC's installs for all releases between your version and the current release.

The cost for the above service is £800 or the cost of elapsed support plus 25%, whichever is the greater.

Conditions

1. Payment of the support and maintenance fee is deemed as acceptance of the terms and conditions of the current SLA in place at the time.
2. The conditions of the licence agreement supplied with the software must be agreed with and adhered to.
3. A valid and current support agreement must be in place before support will be provided.
4. EHS Data assumes that users will be operating the latest released version of their licensed product, and all support advice is provided on this assumption. If the customer is running a legacy version then the support engineer can request the customer to update to the latest release before providing a specific patch release to fix any reported issues.
5. Where any major threat to integrity of data is discovered through fault with the software EHS Data reserves the right to withdraw any version of the software and replace with a suitable alternative version.
6. EHS Data limits support provided for operating systems (incorporating both servers and client PCs, e.g. Windows Server, W10 and database servers e.g. SQL Server), to those currently in Mainstream Support, as defined by the Microsoft Lifecycle Policy <http://support.microsoft.com/lifecycle/>. EHS Data will continue to support operating and database systems past the Mainstream end date, only in cases where they are still widely used by its clients and at its sole discretion, (limited to the expiry of the relevant Microsoft Extended Support Date). New operating and database server systems will be supported as soon as practicable following official release. A lead time, allowing suitably for any required development and testing to comply with the EHS Data QC testing programme, is expected.
7. Any customer or third party developed links or data exchange format interfaces cannot be guaranteed to be unaffected by patch or update releases.
8. EHS Data reserves the right to charge the customer if an on-site visit is required to resolve the reported issue. This will not be undertaken without written (letter or email) confirmation from the customer. Visits will be charged at the relevant agreed day rate for the contract and T&S at cost and be invoiced immediately.
9. Unless otherwise cancelled, Support contracts renew and are invoiced automatically 40 days prior the renewal date.
10. Where support is invoiced but is not paid within the 28 day payment period, support will be deemed cancelled and the re-join fee applied.
11. Support only covers EHS Data Monitor-Pro software.
12. Support does not cover hardware or any other failure not within our control.
13. Essential support requires remote access to fully benefit but can be completed without.
14. Premium support requires remote access.

Appendix One

Severity of incidents

Severity Classification	Description
Severity 1	A critical or "show-stopper" incident that causes a very serious impairment of the normal business process. Work that cannot be postponed cannot be performed. This is caused by a complete system downtime or by faults of central functions of the application. The error requires immediate processing as significant business losses or non-adherence to compliance can be caused by the fault. The fault affects multiple users and is not isolated to a, or individual users.
Severity 2	An incident that causes less serious impairments to the normal business process. Less urgent work cannot be performed. This may be due to a faulty or downed functionality of the application. The error requires processing as a work-around is not possible or not sustainable. The issue affects only one or few individual users.

Document control

Date	Document Version	Comments
31/01/2014	1.3	Clause 6.5 added following MCERTS Audit
13/05/2014	1.4	Update to include 2014 day rate
30/03/2015	1.5	Update to include support rebranding
09/12/2015	1.6	Further updates to branding
30/06/2016	1.6.1	Updated Branding to legal style Template
07/12/2017	1.7	Currency updates
26/01/2017	1.8	Addition of a new Hosting Essential Support