



SPS COMMERCE

INFINITE RETAIL POWER™

INTOUCH MAINTENANCE AND SUPPORT ANNEXURE

Maintenance & Support Services

MAINTENANCE AND SUPPORT ANNEXURE

1. Maintenance & Support Services

SPS InTouch (including InTouch iSeries Hosting)

a. Maintenance

Ongoing development, upgrade and maintenance of the SPS InTouch platform and hardware infrastructure

EDI mailbox hosting

b. Support Services

Monitoring of the communication links and sessions between Customer and Trading Partners & notification where an error or issue with a Message is reasonably discovered.

Basic Support

Advanced Support (by agreement - subject to additional Maintenance and Support Fees)

Professional Services (by agreement - chargeable in accordance with the Professional Services Fee)

SPS ABS

a. Maintenance

Ongoing development, upgrade and maintenance of the SPS InTouch platform and hardware infrastructure

EDI mailbox hosting

Ongoing development, upgrade and maintenance for SPS ABS, which may include software functionality enhancements and bug fixes

b. Support Services

Labour involved in installing and configuring software upgrades via remote access

Basic Support

Professional Services (by agreement - chargeable in accordance with the Professional Services Fee)

Trusted Link

a. Maintenance

Maintenance of the Trusted Link platform and hardware infrastructure. Upgrades if and when available.

b. Support Services

Basic Support

Professional Services (by agreement - chargeable in accordance with the Professional Services Fee)

Other Supported Software

a. Maintenance

Maintenance of the Other Supported Software. Upgrades if and when available.

b. Support Services

Basic Support

Professional Services (by agreement - chargeable in accordance with the Professional Services Fee)

SPS InTouch (including InTouch iSeries Hosting), SPS ABS & TrustedLink®

Severity Level	Standard Response Time (BUSINESS HOURS)	Messages	Application
Severity 1	30 Minutes	A document that is required to be received within 1 hour has not successfully translated and/or processed through the SPS Network or the document is not placed in the receiver's mailbox.	A fatal error in the SPS Software that prevents all useful work from being performed.
Severity 2	2 Hours	A document that is required to be received within 24 hours has not successfully translated and/or processed through the SPS Network or the document is not placed in the receiver's mailbox.	An error that prevents the use of some non-critical functions of the SPS Service or that the SPS Service does not operate as described in the documentation.
Severity 3	24 Hours	A document that is required to be received within 5 working days has not successfully translated and/or processed through the SPS Network or the document is not placed in the receiver's mailbox.	A problem or query that causes inconvenience but does not prevent operation of the SPS Service.

1. What is the effect of this annexure

If the SPS Products and/or Services include the supply of Maintenance and Support Services, this Annexure applies.

2. What SPS will and will not do

- 2.1. SPS will subject to the terms of the Product and Services Agreement provide the Customer with:
 - a) Maintenance Services.
 - b) Support Services.
- 2.2. For the avoidance of doubt, SPS will have no obligation to provide Support Services in relation to any SPS software other than the current release or software released within the past 12 months.
- 2.3. Unless otherwise set out herein, chargeable Support Services (including any travel to the Customer's Premises) are calculated and charged in 15 minute units. If the time taken for a particular task does not precisely amount to 15 minute units, the time may be rounded up or down at SPS's discretion.
- 2.4. Unless otherwise stated in this Annexure, the Support Services or Maintenance Services do not include resolution of any problems:
 - c) Resulting from any unauthorised modification to any Product and/or Service or in breach of this Scope and Proposal or the General Terms and Conditions.
 - d) Associated with data entry or operational errors.
 - e) Relating to any products and /or services other than a Products and/or Services.
 - f) Affecting any network other than the SPS Network.

3. What the customer will do

- 3.1. The Customer will:
 - a) Ensure that the Customer maintains any Minimum Operational Requirements.
 - b) Co-operate fully with SPS in relation to the diagnosis of any Problem or providing the Support or Maintenance Services.
- 3.2. Where relevant, ensure that SPS has full and safe access to the Customer's premises and any necessary equipment, data, materials and information and all facilities and services reasonably required for SPS to comply with this Annexure.

4. Customer to report problems

- 4.1. The Customer will provide SPS with the following information in relation to each Problem notified to SPS:
- a) Contact name, phone number and email address.
 - b) The Product and/or Service experiencing the Problem.
 - c) The Description of the Problem.
 - d) The impact on the Customer's Business.

5. Support response times

- 5.1. Once SPS has been notified of a Problem, SPS will use its best endeavours to contact the Customer's nominated personnel and provide an initial response within the relevant Response Time.
- 5.2. SPS will use its best endeavours to include the following information in the initial response:
- a) Additional customer information required.
 - b) Likely cause of the Problem.
 - c) Suggested resolution and specific actions required of the Customer.
 - d) Estimated time for service restoration (where possible).
 - e) Any additional fees or charges payable (i.e. third-party charges).
- 5.3. SPS will notify the Customer's nominated personnel as often as it considers reasonable having regard to the nature of the Problem including providing any variation of the estimate for service restoration set out in the initial response.

6. Service restoration

- 6.1. SPS will use its best endeavours to resolve any Problem as soon as practicable after the notification of a Problem but does not make any commitment to restore any product or service within any particular time notwithstanding the provision of any estimate for service restoration.
- 6.2. Service restoration may be dependent upon third parties including the Customer's trading partners or the Customer's technical personnel undertaking certain works. SPS may not be able to affect a restoration of any SPS Product and/ or Service unless and until the same is completed.
- 6.3. SPS will use its best endeavours to co-operate with all Customer Trading Partners whether or not customers of SPS to resolve any Problem.

7. SPS network availability

- 7.1. The Customer acknowledges that the SPS Network may be subject to Outages from time to time.
- 7.2. Scheduled Outages shall take place between 3pm and 5pm on Saturdays. SPS will use its best endeavours to notify the Customer of any additional proposed Scheduled Outages including the time and estimated duration of the Scheduled Outage.
- 7.3. SPS will use its best endeavours to schedule any Scheduled Outages at times of minimum traffic on the SPS Network.

8. What do certain words and phrases mean

In this Annexure:

- a) **Advanced Support** includes telephone / email Problem support and introductory training 24 hours a day and 7 days a week including Public Holidays and Saturday and Sunday but does not include Professional Services.
- b) **Annexure** means this Maintenance and Support Annexure.
- c) **Basic Support** includes:
 - i. Basic telephone /email Problem support during Basic Support Hours but does not include Professional Services.
 - ii. In the case of SPS InTouch and SPS ABS, on-site basic Problem support which is provided at SPS's discretion. Travel time and additional fees may be charged separately.
 - iii. Professional Services are not considered basic support and may include additional fees, These services may include and are not limited to such things as user training.
- d) **Basic Support Hours** means 7:00am to 7:00pm Monday to Friday AEST – Excluding national public holidays.
- e) **Maintenance Services** means the services set out in Item 1(a) of this Annexure in respect of a relevant product and/or Service.
- f) **Outage** means a period in which the SPS Network is unavailable, whether a Scheduled Outage or not.
- g) **Other Supported Software** means any software that is designated as other supported software in Schedule A to this PSS.
- h) **Problem** means an issue or fault with a Product and/or Service which affects the continuous availability or performance of a SPS Product or Service.

- i) **Professional Services** means:
 - i. Any training / consulting in any SPS Product and/or Service
 - ii. In the case of TrustedLink®– software upgrades, mapping or training
 - iii. Services that do not relate to a Problem including, but not limited to the development or changes to any Map.
- j) **Response Time** means the time commencing when the call details are received by the SPS Service Desk, to the time when the SPS Service Desk operator first contacts the customer for the call. Except in the case of Advanced Support, Response time is calculated in Basic Support Hours only.
- k) **Scheduled Outage** means an Outage that is planned by SPS or its service providers.
- l) **Support Services** means the services set out in Item 1(b) of this Annexure in respect of a relevant Product and/or Service.
- m) Words defined in the Schedule have the same meaning in this Annexure.

OPERATIONAL REQUIREMENTS ANNEXURE

InTouch Products/Services:

InTouch Connect v4.0*

Software Requirements:

- Microsoft Windows 7 (32 bit or 64 bit), Windows Server 2012 R2 (64 bit only), Windows 10
- Microsoft .NET 4.5 Framework
- Internet connection

ABS Products/Services:

Software Requirements:

- Microsoft Windows 7 (32 bit and 64 bit) Windows 8 (32 bit and 64 bit)
- Microsoft .Net Framework version 2.0 or above
- Microsoft .Net Compact Framework 2.0 or above (ABS Warehouse)
- Internet connection (necessary to facilitate the download and upload of EDI files)
- Database Requirements:
- Interbase Firebird version 2.1 (32 bit)

InTouch iSeries Hosting and TrustedLink® Products/Services*:

- TLI Standalone minimum OS requirement – V5R4M0
- TLI Hosted minimum OS requirement – V5R2M0

*For the InTouch Connect v4.0 and InTouch iSeries Hosting and TrustedLink Products / Services, the connectivity services that SPS provides includes only the following.

Setting up and ensuring EDI connectivity between vendor & Hub

Managing communication for EDI connectivity between vendor & hub & SPS internal teams

Testing for EDI connectivity between retailer and vendor/3PL