

Software Support Services

1. The Supplier shall provide reasonable support during the Support Hours to the Customer in respect of the following:
 - (a) remedying Defects in the Software; and
 - (b) providing guidance on the use of the Software.
2. The Supplier shall use reasonable endeavours to correct Defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:
 - (a) the Customer shall promptly notify the Supplier in writing of all Defects by email to the Support Desk (support@rxweb.co.uk or FMDSupport@rxweb.co.uk);
 - (b) within 4 working days of such notification, the Supplier shall acknowledge receipt of the notification and shall determine, in consultation with the Customer, how seriously the Defect affects the Customer's operations;
 - (c) if a notified Defect halts or substantially impairs the Customer's operations which use the Software, the Supplier shall:
 - (i) start work on correcting the Defect within four hours of receipt of such notification;
 - (ii) use all reasonable efforts to correct the Defect as soon as possible; and
 - (iii) keep the Customer informed of progress towards correction of the Defect.
 - (d) if a notified Defect, while not halting or substantially impairing the Customer's operations, causes those operations to become significantly slowed or causes substantial inconvenience, the Supplier shall commence work on correcting the Defect within 48 hours of receipt of such notification and shall use all reasonable efforts to correct the Defect as soon as possible; and
 - (e) in the case of Defects other than those specified in [Clause 2\(c\)](#) and [Clause 2\(d\)](#), the Supplier shall start work on correcting the Defect as soon as the Supplier's workload allows and shall use commercially reasonable efforts to correct the Defect.
3. The Customer shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the Support Services including provision of information and data, making available suitably qualified employees and contractors of the Customer and, subject to the Supplier's compliance with the Customer's normal security requirements:
 - (a) provide access to the Customer's systems for the purpose of carrying out diagnostics and correction of Defects, provided that system access shall be direct or remote, at the Customer's option, and that, in the latter case, such access will be subject to the Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by the Supplier.
 - (b) provide such further access for the support staff to the Customer's site as is necessary to carry out the Supplier's obligations under this agreement. The Customer shall obtain for the Supplier all permissions necessary to obtain such access.
 - (c) where the support is working on the Site, provide facilities and supplies reasonably required by the Supplier, such as power and computer consumables.
4. The Support Services shall not include any support services in relation to the Customer's hardware, equipment, internet broadband connection or any other software other than the Software.