Terms and Conditions

For the Description of Maintenance / Support services for Cogito software

Definitions:

Unless the context or circumstances clearly indicate otherwise, the following words and phrases shall have the meanings specified below:

- **Business Hours:** Twenty-four (24) hour Support is provided for problem reporting
- **Major Release**: mean major enhancements to the Software Product and is marked by the first digit in the Release digits i.e Release 1.2.3. A Major Release does not include enhancements/ new functionality that is sold as a separate module.
- **Minor Release:** mean minor enhancements to the Software Product and is marked by the second digit in the Release digits i.e Release 1.2.3.
- **Maintenance Release:** mean defect corrections and flaws in the finish to the Software and is marked by the third digit in the Release digits i.e Release 1.2.3.
- **First Line support**
  First line support may be provided by your organisations helpdesk or your reseller, but there is also a first line support helpdesk for the Jellyfish product. This support service level consists of basic triage services and user interface assistance. If issues are unable to be dealt with at this level they will be referred to Second Line support.
- **Second Line support**
  Second line support is provided Cogito or your reseller (depending on the reseller partner level). This support service level consists of basic triage services and user interface assistance. If issues are unable to be dealt with at this level they will be referred to Third Line support.
- **Third Line support**
  Third line support is provided by our development team. This support service level is for any issues that are not able to be resolved at the other two levels.

The definitions in the main document and other appendices to the Support and Maintenance Agreement shall also apply in this document.

Technical support

Technical support means that where there is a fault, or suspected fault, in the Software, Cogito shall assist the Customer by replying to question from persons specifically appointed by the Customer, provided the time required to answer them is reasonable.

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Technical Support does NOT include general system infrastructure, net-work design or troubleshooting, installation assistance, or configuration support for third party components.

Customer agrees that it will not expect Cogito to handle routine support and maintenance issues that are typically the responsibility of a Product end-user. Specifically, Cogito support does not include any of the following:

1. custom programming services;
2. on-site support, including installation of hardware or software;
3. support of any software not constituting part of the Software;
4. training.

Methods and Procedures for reporting Problems

The Customer may use the services described herein only by making reference to this support certificate. Twenty-four (24) hour Support is provided for problem reporting.

To report problems the Customer can contact Cogito Technical Support Centre Hotline via three methods:

1. Web interface
2. Email
3. Telephone

Upon receipt by Cogito through the Support Centre HOTLINE of an error, defect, malfunction or nonconformity in the Products, Cogito shall respond as provided in Severity section outlined below.

Services not included

Customer agrees that it will not expect Cogito to handle routine support and maintenance issues that are typically the responsibility of a Product end-user and which were explained in reasonable detail during the training conducted by Cogito for Customer technical personnel as part of the installation and acceptance testing of the Cogito Products. Specifically, Cogito support does not include any of the following:

1. custom programming services;
2. on-site support, including installation of hardware or software;
3. support of any software not constituting part of the Software;
4. training.

Supported Releases of the Software

Cogito will provide support for the current Major and Minor Release and the Major or Minor Release preceding the current Release. If Cogito offers a Major Release Cogito will support the last Release in the preceding Minor Release 12 months after notice to the Customer that the support of the Major Release will cease. After this time, Cogito shall have no further

responsibility for supporting and maintaining the prior releases, but may continue to do so in Cogito's sole discretion.

Cogito shall notify the Customer if a Major Release is not compatible with the Software Hardware that is a service object under the Support and Maintenance Agreement.

Third Party Software

Cogito's undertaking does not apply to a Software that is a third-party product

Incompatibilities (Exceptions to Cogito's obligations)

Cogito assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software, if Customer has made changes to the Software Hardware or Software configuration in effect as of the effective date this Agreement or to the it environment approved by Cogito in writing and were made without prior notification and written approval by Cogito.

Customer Assistance

Customer shall provide all reasonable assistance requested by Cogito and Cogito shall not be responsible for any delays or failures to support or maintain the Software if and to the extent such failure is a result of Customer's failure to provide reasonable assistance to Cogito or otherwise perform its obligations under the Agreement.

Customer shall provide a description of the commands and procedures that reveal a fault

Support hours

Twenty-four (24) hour Support is provided for problem reporting

Technical Support

Please ensure that you have followed all guidelines as described in your product documentation.
The technical support person will require detailed knowledge about the type of problem you have encountered.

Please be prepared to give the following information:
1. Extract details of the type of error encountered including the output from any error screens or messages.
2. The type of environment and operating system in which the product is installed
3. Full details of your hardware, including your system configuration
4. Software versions and serial numbers of your product
5. Certificate and/or support reference number

Web-based support

Web based support is provided from within the Cogito product itself and is our preferred method of contact for issues that you do not believe are Severity 1 issues (i.e they do not relate to a critical function outage or prevent you from using a critical function) for our cloud based solution as our portal is monitored globally.

Where you have an on premises version of our product, please use email support as your primary method of submitting a support ticket as there is no link between this capability and our global support system for data security reasons.

Information on how to submit a support ticket can be found in the Administration Guide.

We will respond to you in a time that meets the contracted Support Level Agreement(s).

Email support

You can contact our global support staff directly via email at any time at
security.services@cogitogroup.net

Use this method if you cannot you can't submit a ticket within the interface, you cannot find information on your issue by using the resources available online, or you do not have time to search this knowledge base. Please be as specific as you can in describing your technical problem.

Our response time will depend on your Support and Maintenance Level. Updates to your support issue will be emailed to you and put in your web based support ticket. You can use the Cogito product support system monitor the status of your incident via the Cogito product Support page.

Telephone support

If you have no means to contact us via Web or email or you believe this to be a Severity 1 issue, you can contact our support staff via phone. Unless otherwise specified below, you must communicate in English. We endeavor to answer all phone calls promptly, however you may be placed in a queue or asked to leave a message describing your issue.

Worldwide:
24/7   +64 22 694 2169

You may contact our support staff at the appropriate regional phone numbers:

Australia:
24/7   +61 429 430 766
9.00am – 5.00pm   +61 2 6140 4494

New Zealand:
24/7   +64 27 566 3355
                    +64 22 694 2169
9.00am – 5.00pm   +64 4909 7580

Severity Level

Severity level	Priority level	Response time	Resolution time	Disruption minimisation measures
1	1	8 Business Hours	n/a	See notes below
2	2	16 Business Hours	n/a	See notes below
3	3	32 Business Hours	n/a	See notes below
4	4	64 Business Hours	n/a	See notes below

Severity 1:

Produces an emergency situation in which the Cogito Product is inoperable, produces incorrect results, or fails catastrophically.

Service Response:

Cogito will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within the SLA period stated in the table above. The resolution will be delivered as a work-around, emergency software. If Cogito delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2:

Produces a detrimental situation in which performance (throughput or response) of the Cogito Products degrades substantially under reasonable loads, such that there is a severe impact on use; the Cogito Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

Service Response:

Cogito will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within the SLA period stated in the table above. The resolution will be delivered in the same format as Severity 1 problems. If Cogito delivers an acceptable work around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3:

Produces an inconvenient situation in which Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact**.**

Service Response:

Cogito will use reasonable commercial efforts to resolve Severity 3 problems in the next Maintenance Release.

Severity 4:

Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from the Cogito Software.

Service Response:

Cogito will request a fix or fixes on behalf of the Customer for Severity 4 problems in future Maintenance Release

Support Incident

Cogito, in its reasonable discretion, will determine what constitutes a support Incident. Typically, a support Incident is a situation where Customer needs remedial support focusing on one aspect of the Software Product Severity Levels 1, 2 and 3. Note that Severity Level 4 from is not considered as a support Incident. One support Incident may involve multiple emails, phone consultations, and off-line research.

A Support Incident has reached resolution when Customer receives one of the following:

1. Information that resolves the issue;
2. Information on how to obtain a software solution that will resolve the issue, or information that identifies the issue as being resolved by upgrading to a new Release of the Software Product;
3. Notice that the issue is caused by a previously known, unresolved issue or an incompatibility issue with the Software;
4. Information that isolates issue to a third-party product, not supported by Cogito.

Maintenance

Cogito will maintain the Software by providing Major Releases, Minor releases and Maintenance Releases as the same are offered by Cogito to its licensees of the Software under maintenance generally.

Releases will be provided on an as-available basis and include the items listed below:
1. Bug fixes;
2. Enhancements to keep current with the Software Hardware delivered under the same Delivery Agreement as the Software; and
3. Performance enhancements to the Cogito Software; but

Releases do not include:
1. Platforms not included in Software;
2. New functions such as new applications/modules.

Releases will be provided in object code or update archives and updates to related documentation will be made available for electronic down load. All such deliveries shall be made by a single communication to the Agreement Coordinator. Duplication, distribution and installation of re-leases are the responsibility of Customer. If requested, Cogito will provide assistance in the installation of Releases on a time and materials basis, plus expenses.