

CONFIDENTIAL

EXACOM ✓

**OBLIGATIONS SUITE
SOFTWARE & MAINTENANCE
AGREEMENT**

BETWEEN

**BATH & NORTH EAST
SOMERSET COUNCIL**

AND

EXACOM SYSTEMS LTD

DATED

20th May
[.....] 2014

THE AGREEMENT IS MADE BETWEEN:**1. BATH & NORTH EAST SOMERSET COUNCIL**

of The Guildhall, □High Street, □Bath, BA1 5AW

(“the Council”)

AND

2. EXACOM SYSTEMS LIMITED, a company incorporated in England and Wales (registered no.07356515)

whose registered office is at:

15 East Road, West Mersea Essex, CO5 8EB

(“Exacom”)

WHEREAS

Exacom will provide to the Council, and maintain, Software in respect of the administration of the management of planning obligations and levies.

This Agreement specifies the terms of such provision and maintenance.

DEFINITIONS:

In this Agreement the following expressions have the meanings set out below, unless otherwise specified:

- ‘Agreement’** Shall mean this document
- ‘Documentation’** Shall mean the manual(s) and other documents associated with the Software supplied by Exacom to the Council
- ‘Council’** Shall mean ??? Council and those organisations acting on its behalf
- ‘Software’** Shall mean the proprietary Software of Exacom Systems Ltd supported pursuant to this Agreement, as detailed in the Annex(s) to this Agreement, and shall include any Upgrades supplied hereunder
- ‘Specification’** Shall mean the Software descriptions available on Exacom’s website at www.exacom.co.uk
- ‘Upgrade’** Shall mean releases that contain such corrections, modification and minor improvements of the Software or portions thereof, in machine readable object code format, as Exacom deems appropriate and which Exacom distributes generally to its other Licensees

Clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

Throughout this Agreement, any reference to the singular includes the plural, and vice versa. A reference to any gender includes all genders.

1. Services

In consideration of the payments to be made by the Council to Exacom, and subject to Clause 3.1, Exacom warrants that it will provide and maintain the Software so that the Software shall conform in all material respects to the performance capabilities, Specifications, functions and other descriptions and standards applicable thereto, as set out in the Specification. The services will be performed in a timely and professional manner and shall conform to the standards generally observed in the industry for similar services.

2. Term

- 2.1 Subject to clause 2.2, this Agreement shall run from the date of completion of this Agreement for a period until two calendar years after the original installation date of the Software. Thereafter it shall continue automatically on a year to year basis unless terminated by either party upon any anniversary of the completion date by giving prior written notice to the other; such notice period being not less than 21 days prior to such anniversary.
- 2.2 Notwithstanding any notice determining this Agreement as specified in 2.1 or otherwise, Exacom hereby grants to the Council a perpetual, non-exclusive licence to install, use, execute and store the Software and related documentation.

3. Service Responsibilities of Exacom

3.1 Maintenance

Exacom shall maintain the Software by using all reasonable endeavours to ensure that the Software conforms to the Specification.

Exacom will use reasonable efforts to correct any error in the Software identified by the Council. An error will be deemed to exist if, and only if, the Software does not conform to the Specification. If an error is, in the reasonable opinion of Exacom, not reasonably capable of correction, Exacom will use reasonable efforts to advise the Council on methods of avoiding or overcoming the error. Exacom cannot and does not guarantee the results of any services provided herein or that all or any errors will be corrected, overcome or avoided.

The Council agrees to pay any necessarily reasonable costs incurred by Exacom in attempting to resolve a reported error if such error was by unauthorised attachments, misuse of the Software or unauthorised modifications to the installed Software or if the Council, in Exacom's reasonable opinion, has submitted an incorrect or misleading report of an error. Exacom will use reasonable efforts to answer the Council's questions relating to the use, application and functioning of the Software by telephone, letter or email to the extent reasonably requested by the Council and agreed to by Exacom. Exacom makes no representations or guarantees with respect to the results to be achieved by virtue of the services described herein.

Exacom will distribute to the Council one copy of each revision of pertinent manuals to each site as and if such revisions are made.

3.2 Support and Response Time

Exacom shall provide telephone support as provided by Annex 1 (Helpdesk Support Guidelines).

3.3 Upgrades

Exacom will, at appropriate intervals, distribute Upgrades to the Software modules purchased by the Council.

The Council shall, after installation of an Upgrade, implement its use such that it replaces entirely any previous version of the Software, or portion thereof, to which the Upgrade applies. Upon implementation, an Upgrade will constitute the Software and will be subject to all the terms and conditions of this Agreement.

Exacom shall inform the Council in writing of each Upgrade promptly after it is released by Exacom and in sufficient detail to enable the Council to reach a decision as to whether to install the Upgrade.

Where the provision of error correction is included in the maintenance service, it shall be conditional upon the Council having provided, so far as it reasonably can, adequate information in respect of any malfunction of the Software.

For the avoidance of doubt, the Council shall have no obligation to take a new release of Software or Upgrade of the Software and Exacom shall not be relieved from any of its obligations to provide maintenance and support services under this Agreement by virtue of the failure of the Council to take any new release of Software or Upgrade.

For the duration of this Agreement Exacom commits to supporting the current release of the Software as well as previous major releases.

4. Access to System

The Council shall provide facilities that comply with current safety legislation in the event of on-site visits being required.

5. Excluded Services

The Software maintenance services provided under this Agreement shall not include any of the following:

- a. problems not related to the Software or caused by a modification to the Software that Exacom neither performed nor approved;
- b. problems resulting from the failure of the Council to use the Software consistently with the appropriate documentation supplied by Exacom to the Council.

6. Conditional Services

If the Software provided under this Agreement has components that have been modified by the Council then the modified component will only be supported under this Agreement provided that it was:

- a. submitted to Exacom for quality verification prior to live use; and
- b. tested on a test server at the Council site prior to live use.

7. Responsibilities of the Council

The Council shall notify Exacom immediately following the discovery of any error, defect or non-conformity in the Software. Exacom shall not be obliged to provide the Services in respect of such error, defect or non-conformity until Exacom receives the Council's notification of the error, defect or non-conformity.

The Council, upon detection of any error, defect or non-conformity in the Software, shall, if requested to do so by Exacom, submit to Exacom a listing of output and any such other data that Exacom may reasonably request in order to reproduce operating conditions similar to those present when the error occurred or the defect or non-conformity was discovered, as the case may be, provided that the Council shall at all times be able to comply with the Data Protection Act 1988 or any legislation amending it or replacing it.

8. Charges and Payment

The amount payable by the Council to Exacom for the provision and maintenance of the Software for the period of 3 calendar year(s) from the date of installation of the Software is £20,500 plus VAT.

The maintenance charge payable thereafter by the Council to Exacom will be £8,000 plus VAT per annum.

The annual maintenance charge shall not be increased until after 31st March 2017. Thereafter, the charges may be increased upon 1st April in each year, but in any event will not exceed the average RPI figure for the preceding financial year (1st April to 31st March) + 1% maximum.

The period for payment from receipt of a correctly presented invoice is thirty (30) calendar days.

If the payment of any sum under this Agreement is delayed by the Council, other than in a legitimate dispute, Exacom shall be entitled to charge interest at 3% per annum above the Bank of England current base rate on the amount of the delayed payment for the period of any delay beyond the thirty (30) day payment period.

Any services requested by the Council that are outside the scope of this Agreement will be provided by Exacom at the then current daily rate of £600 plus VAT per day, these charges shall not be increased until after 31st March 2015. Thereafter, the charges may be increased upon 1st April in each year, but in any event will not exceed the average RPI figure for the preceding financial year (1st April to 31st March).

9. Termination

9.1 Default

Each party has the right to terminate this Agreement if the other party breaches, or is in default of, any of its obligations hereunder, if the default is incapable of remedy or, if capable of remedy, has not been remedied within thirty (30) days after receipt of notice requiring such remedy from the non-defaulting party.

9.2 Acts of Insolvency

Either party may immediately terminate this Agreement by written notice to the other, and may regard the other party to be in default of this Agreement, if the other party ceases trading or becomes insolvent, or if a receiver or administrative receiver is appointed over all or a part of its business or assets, or if a petition is presented for the appointment of an administrator or for its winding up.

10. Data Ownership

All data and information held by the Software as part of this Agreement shall remain the sole property of the Council.

11. Final Information Transfer

In the event of this Agreement being ended in accordance with paragraph 2 above, or terminated in accordance with paragraph 9 above, Exacom will securely return all data held by the Software to the Council in the format described below:

- a. Documents in a ZIP file. This zip file would follow the folder structure [Cil reference][Document Type][Document filename]. So an example would be "00000020\Monitoring Correspondence\Commencement Notice.pdf". All notices generated by the system are stored in HTML format.
- b. The database would be supplied as a Microsoft SQL Server 2008 backup (.BAK) file. This file can be restored on an MS SQL 2008+ server, which will give you a full working copy of the current database.
- c. The above are supplied in an encrypted container file.

12. Confidentiality

Each party agrees that it will not, without the prior written agreement of the other party, permit the duplication, use or disclosure of any Confidential Information to any third party unless at the time of disclosure such information is within the public domain.

For the purposes of this Agreement, "Confidential Information" shall mean (without limitation)

any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients, the Software and other materials delivered by Exacom to the Council pursuant hereto and technical and commercial data, Council account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and programming interfaces, protocols and integration, data, drawings, diagrams, Software programs, trade secrets, know-how, algorithms, Software architectures, designs and documentation (including in particular screen designs), all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.

Information shall not be regarded as Confidential Information for the purposes of this Agreement if:

- a. it is in the public domain or becomes public knowledge other than as a result of any breach of this Agreement;
- b. it is already in the lawful possession of the recipient at the time of its disclosure and can be evidenced in writing;
- c. it has been or is subsequently provided to the recipient by a third party (without any restriction on its subsequent disclosure or use by the recipient);
- d. it is required to be disclosed by law or any regulatory authority, provided the recipient uses all reasonable endeavours to resist disclosure where possible and notifies the discloser of any such request or requirement immediately.

In the event of termination of this Agreement, the obligations of both parties under this clause shall continue as if the Agreement had not been terminated.

13. Liability

None of the clauses below shall apply so as to restrict liability for death or personal injury resulting from the negligence of Exacom.

Exacom will be liable for damage to the Council's property proven to have been caused by its negligence up to a maximum of £1,000,000 (one million pounds).

Exacom's liability for any other direct loss that the Council may suffer under, or in connection with, this Agreement shall not in any event exceed the amount payable in the relevant year in which any claim is made under this Agreement.

Exacom shall not be liable for any loss or damage of whatsoever nature suffered by the Council arising out of, or in connection with, any breach of this Agreement by the Council or any act, misrepresentation, error or omission (including without prejudice to the generality of the foregoing failure to make frequent and adequate back-up copies of its database and other vital information) made by or on behalf of the Council or arising from any cause beyond Exacom's reasonable control.

Exacom is not liable for any special, indirect or consequential loss (including but not limited to loss of profits, revenue, data or goodwill) howsoever arising suffered by the Council and arising in any way in connection with this Agreement.

14. Assignment

Neither of the parties may assign any of its rights nor delegate any of its obligations.

No party hereto shall assign or otherwise transfer this Agreement without the written consent of the other parties.

This Agreement shall benefit and bind the parties and their successors, and any assignees that have been previously so consented to.

15. Force Majeur

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond the party's reasonable control. Both parties shall use their reasonable endeavours to ensure that any failure is kept to a minimum.

16. Notices

Any notice required or permitted to be given hereunder shall be in writing to the addresses included in this Agreement, and for the attention of the persons indentified in this Agreement.

Notice shall be deemed served the day that it is delivered personally to the parties, or is emailed, or the day after it is posted by first class post.

17. Disputes

Any dispute or difference arising out of, or in connection with, this Agreement shall be referred to Arbitration, in accordance with the Arbitration Act 1996 and the Arbitration Rules 2000. The dispute or difference shall be determined by the appointment of a single Arbitrator to be agreed between the parties, or failing agreement within fourteen days after either party has given to the other a written request to concur in the appointment of an Arbitrator, by an Arbitrator to be appointed by the President or a Deputy President of the Chartered Institute of Arbitrators.

The Arbitrator(s) will determine whether any breach or default has occurred, whether any monies are payable by either party to each other and whether any action is required by either party. The Arbitrator's decision shall be final. The Arbitrator will also decide the issue of his fees and disbursements for his own services.

18. Applicable Law

This Agreement shall be subject to, and construed and interpreted in accordance with, the Law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

19. Unlawful Discrimination

Exacom shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Race Relations (Amendment) Regulations 2003, the Sex Discrimination Acts of 1975 and 1986 or any statutory modification or re-enactment of them relating to discrimination in employment.

Exacom shall take all reasonable steps to secure that all employees or agents of Exacom and all sub-contractors employed in the performance of the Agreement do not unlawfully discriminate as set out within this clause.

20. Equal Opportunities

Exacom shall at all times operate a policy of equal opportunities in both staff recruitment and provision of services, and shall not treat one group of people less favourably than another because of their sex, colour, race, religion, nationality, ethnic origin, age or disability in relation to decisions to recruit, train or promote its personnel or in service delivery.

21. Health and Safety

Exacom shall promptly notify the Council of any health and safety hazards that may arise in connection with the performance of the Services.

The Council shall promptly notify Exacom of any health and safety hazards that may exist or arise at the Council's offices and that may affect Exacom in the performance of the Services.

Exacom shall inform all staff engaged in the provision of Services at the Council's offices of all known health and safety hazards and shall instruct those staff of any necessary safety measures.

Whilst at the Council's offices, Exacom shall comply with any health and safety measures implemented by the Council in respect of personnel and other persons working on those premises.

Exacom shall notify the Council immediately in the event of any incident occurring in the performance of the Services at the Council's offices where that incident causes any death, personal injury or any damage to property that could give rise to death or personal injury.

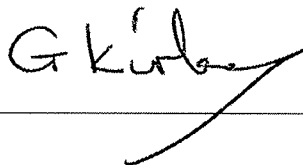
Exacom shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to staff in the performance of the Services.

22. Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Agreement or any agreement, understanding, liability or obligation under or in connection with this Agreement.

23. Employment of Council staff

During the term and for twelve months after its expiration or termination, the supplier (and any affiliates) will not knowingly hire or directly solicit for employment any employee of the Council involved in the performance of any support services or professional services for the supplier unless the supplier obtains prior written consent from the Council. Because the actual damages attributable to a breach of this non solicitation obligation would be difficult to determine and prove, the parties agree that if the supplier breaches this obligation, the supplier will promptly pay the Council liquidated damages in an amount equal to the employee's annual salary prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties.

11. Signatories to this Agreement**Signed for and on behalf of the Council:**Signature:  _____Name: LISA BARTLETTPosition: DIVISIONAL DIRECTOR, DEVELOPMENTDate: 21 MAY 2014**Signed for and on behalf of Exacom:**Signature:  _____

Name: Geoff Kirby

Position: Director

Date: 20th May 2014

ANNEX 1

HELP DESK SUPPORT GUIDELINES

1 Introduction

Welcome to the Exacom Help Desk Guidelines, a Council guide to ensuring the best use of Exacom Help Desk Services. You have already made the right choice in choosing Exacom as your Software provider. Our aim is to reaffirm that choice through the provision of an efficient and effective support service covering Exacom Software.

This document describes the various Software applications we support, the various methods we provide for logging and monitoring support calls, how we prioritise calls, the information and facilities we require in order to efficiently progress calls through to resolution and the procedures we follow. The document also contains information relating to the targets we aim to meet for response and resolution times and how we report this information to you.

We also recognise that providing an effective Help Desk service requires us to work in partnership with our Councils. The document therefore contains details of what we believe are the primary responsibilities of Exacom and our Councils which, if met, will enable us to provide a service which is valued by Councils.

This document contains information on our standard support service. If you are interested in an enhanced level of service from Exacom, please discuss your requirements with your Account Manager.

All Councils should be aware of the requirement to keep Exacom Software up to date, this will be performed centrally by Exacom for Councils that choose the Exacom hosting solution.

Should you choose to have an in-house hosted solution, the procedure for Software upgrades will be described and shown on the secure server.

2 Key Responsibilities

2.1 On the part of Exacom

Exacom will:

- a. Provide a dedicated Help Desk Team whose aim is to resolve your support call as quickly and effectively as possible,
- b. Provide a range of support call logging options to suit your individual needs,
- c. Prioritise your support call according to its severity and impact on your business,
- d. Provide you with regular feedback relating to the progress of the support call,

- e. Where the cause of the fault is found to be a bug, provide a tracking mechanism for you to monitor progress in developing and releasing a fix,
- f. Take nightly offsite backups of both the system and data where the system and data is hosted on Exacom servers and retain these backups for 2 months.

2.2 On the part of the Council

In order to ensure that we can deal with support calls as efficiently as possible we need our Councils to ensure that:

- a. Users are trained to use the Software and that only suitably trained staff log support calls with Exacom.
- b. As much detail as possible is provided relating to the support call reported. The information required by Exacom includes environment settings such as Software versions, background architecture and patch level. Because these aspects of the environment can change onsite without Exacom being involved, it is important that these details are confirmed as part of the call logging procedure so that Exacom support helpdesk staff are working with totally up-to-date information. See Annex 2 for a guide to the information required to enable Exacom to process your call effectively.
- c. Relevant staff are available to discuss the support call and can provide details of others within your organisation who are also familiar with the nature of the issue.
- d. Details of an appropriate Information Technology (IT) contact are provided. This person should have knowledge of the support call and be able to provide any necessary assistance to Exacom staff so that they can gain remote access to, for instance, any relevant systems.
- e. Any proposed fixes provided by Exacom are implemented without undue delay and feedback is provided to Exacom on the success or otherwise of the fix provided
- f. Exacom only support products and versions as identified in the De-Support Roadmaps. Any Councils logging a support call against a product/version which is de-supported will be requested to reproduce the issue on a supported product/version on their infrastructure. This can be undertaken on the Council's non production environment. If the issue can be reproduced on the supported product/version the call will be progressed against this and not the unsupported combination.
- g. Systems are only run on supported operating system Software.
- h. The system should not be modified in any manner except by the use of Exacom supplied or approved Software/services except in the case of installation of upgrades provided by Exacom which are designed to be installed by a Council in accordance with the documentation provided by Exacom. This includes operating system upgrades for database and application servers, which would need to be coordinated with your Account Manager.

3 The Exacom Helpdesk Service

The Exacom standard Help Desk Service comprises:

- a. A Support Team who can be contacted by telephone, email or by using our online helpdesk facility. The Help Desk is operational from 8.30 a.m. to 5.30 p.m. Monday to Friday, excluding England and Wales Bank Holidays.
- b. A Help Desk Manager who manages the overall help desk function.
- c. A dedicated area hosting our online Help Desk, which enables calls to be logged, progressed updated and closed.

3.1 Supported Software

Software supported by the Exacom Help Desk, will be listed in your Software contract/maintenance agreement.

Support is generally provided for:

- a. Bugs or faults within the supported product/version
- b. Technical faults within the Software which supports the Exacom products e.g. Oracle, SQL,
- c. ArcSDE, where this has been provided as part of the solution by Exacom.
- d. Difficulties experienced in using the Software for the purposes for which it was designed, provided appropriate training has been undertaken.

3.2 Provision of Support

Support is provided to your nominated contact or their deputy. These staff must be trained to the appropriate level of competence in the relevant Software.

All support calls should be routed through your nominated contact(s) internally as they are likely to be aware of trends, site specific issues and have background information that may facilitate a rapid resolution of the support call. It is vital that you inform us immediately of any change in your nominated contact(s).

In many cases we will need to liaise with your IT contact and relevant contact details should be provided at the time of logging the support call. Technical issues are most likely to be the cause of complete system failure and therefore it is imperative that the contacts named are available during the course of the diagnosis and resolution process.

3.3 Call Prioritisation

When a support call is received, a priority level will be set against the call dependent on its severity and its effect on your business. The call priority level will be based on whether your

system has failed completely, partially or whether the support call relates to relatively minor issues affecting only parts of system operation with minimal business impact.

It is important if you are logging a support call via the online helpdesk or email and you feel the incident warrants a high priority that you include the business impact or justification for this. High priority support calls are reserved for a complete system failure of high business impact only. If support calls are not correctly prioritised at the point they are logged it may delay genuine high priority support calls. If you are unsure about the priority of your call, please refer to the table below for examples.

The four levels of call priority are outlined more thoroughly in the table below:

Call Priority	Typical Problem Description	Target Initial Response Time (Elapsed Time*)	Target Initial Resolution Time (Elapsed Time*)
HIGH	<p>Total system failure.</p> <p>Examples: Failure of one or more servers preventing the operation of the whole system. All users are unable to access the system; or a major Software module or component is not available for use; or a Council facing service e.g. Public Access is fully inoperable.</p>	<p>Within 1 working hour of call being logged.</p>	<p>Within 8 working hours of call being logged.</p> <p>The initial proposed resolution may involve a temporary workaround until the problem can be fully resolved.</p>
MEDIUM	<p>An important or critical component of the system has failed causing partial failure of the system.</p> <p>Examples: The system is operating but no documents can be produced; or a repeated system crash is occurring with a resulting degradation in performance.</p>	<p>Within 4 working hours of call being logged.</p>	<p>Within 18 working hours of call being logged.</p> <p>The initial proposed resolution may involve a temporary workaround until the problem can be fully resolved.</p>
LOW	<p>An isolated issue which does not fall into the categories listed above.</p> <p>Examples: One workstation is malfunctioning but all others are operating normally; or A minor cosmetic issue relating to the Software or a non-critical bug to which a workaround can be provided.</p>	<p>Within 8 working hours of call being logged.</p>	<p>Within 45 working hours of call being logged.</p> <p>The proposed resolution may involve a temporary workaround until the problem can be fully resolved. The resolution of minor calls and bugs may be implemented in a future release, in which case the Council will be advised and the call closed.</p>
ENQUIRY	<p>Request for advice or clarification.</p>	<p>Within 45 working hours of call being logged.</p>	<p>Within 180 working hours of call being logged unless it is clear from the nature of the call, or by request of the Council, that a more timely response is required, in which case a shorter timescale may be mutually agreed.</p>
<p>Support calls logged by email or phone where a priority is not specified will be logged as a default low priority unless deemed otherwise.</p> <p>* Elapsed time is calculated for the duration of the call where it is with Exacom Helpdesk for action and does not include periods of time when the call is with the Council to action/respond.</p>			

3.4 Products or Software outside the Standard Help Desk Service

Standard support is not provided for hardware, operating Software, cabling or other network infrastructure unless such products have been provided as part of the contracted system implementation and Exacom have agreed to support them.

We do however recognise that we are likely to be the initial point of contact for any issue which negatively affects the use of Exacom systems and we will try to provide advice where possible.

Although we may be able to offer advice, your initial contact should be with your IT section within your organisation who should be able to investigate the problem and contact the relevant party Suppliers for advice or resolution.

3.5 Remote Diagnostics

It is essential that Exacom are able to access the relevant systems to enable rapid replication, diagnosis and resolution of the issues you are experiencing. The lack of an immediately available remote access facility is one of the most frequent causes of delay in Help Desk staff being able to respond effectively to support calls. Please see section 2.2 in relation to remote access requirements.

3.6 Logging a Support Call

a. Via the Online Helpdesk.

If you need to report an issue relating to any Exacom Software we recommend you use online helpdesk section of our web site to log your support call. Please visit www.exacom.co.uk in order to register a new support call. You will need to enter your user name and password. Once successfully logged in, you should click the Helpdesk link in order to register a new support call and review or update existing calls. The use of the online helpdesk enables Exacom staff to obtain all information relevant to your reported problem, automatically update our internal systems and provide you with a means of tracking, updating and escalating the call. If you do not have a username and password for our online helpdesk, please contact Council Services on 0208 1234 253 or email support@exacom.co.uk

b. By Telephone

Please telephone 0208 1234 253. The support staff will record the details of the call. Please ensure that you have all the relevant information to hand, as any missing information may delay the progress of your support call. An example of the information we will need to process your call is provided in Annex 2.

c. By Email

Please email helpdesk@exacom.co.uk. The Help Desk will record full details of the incident from the information you have provided within the email. Please ensure that you have all the relevant information to hand, as any missing information may delay the progress of your support call. An example of the information we will need to process your call is provided in

Annex 2. It is also important to notify us at the time of logging the call if you are due to be unavailable for a time, such as attending a meeting or on annual leave as this may delay progress on the call.

d. Non Support Related Matters

For matters that do not relate to Software support please telephone Council Services on 0208 1234 253 or email Councilservices@exacom.co.uk.

4 Call Handling Procedure

4.1 Introduction

This section describes how support calls are received and managed by Exacom.

4.2 Call Reception

a. Online Helpdesk

If you log a support call using our online helpdesk, the call will be logged and a unique reference number allocated. An acknowledgement will be sent advising you of the call number, which may include a request for further information.

b. By Telephone

If you log a support call with us by telephone, the support helpdesk will obtain as much information as possible from you and will then allocate a unique reference number to your call. Please refer to Annex 2 to determine the details required to successfully log a call. An acknowledgement will be sent advising you of the call number.

c. By Email

If you log a call by email, the support helpdesk will allocate a unique reference number and an acknowledgement will be sent.

4.3 Analysis

A member of the helpdesk will analyse each call to determine the type of problem according to the following categories:

- a. Problem with standard Exacom Software applications.
- b. Hardware or technical fault.
- c. Operating system configuration problem or failure.
- d. Advice or help required.

If a high priority call is logged it is important that Exacom are able to discuss the situation with both your System Administrator and a representative from your IT section. It is usually essential that we are able to use remote facilities to access your system. We may also require additional

security to be granted on a temporary basis in order to perform such tasks as modifying file permissions.

4.4 Allocation

Your call will be dealt with by a Support Analyst with specialist skills.

4.5 Investigation

If appropriate, an Analyst will contact you either via email or telephone to offer advice or to discuss your call in more detail. The problem may be resolved in this initial exchange or it may require further investigation.

In some cases more information may be requested to enable the support helpdesk to further analyse the problem. You may be asked to forward sample data, log files or printed output and we will often require remote access to your system in order to observe or replicate reported faults.

On completion of the investigation a number of possible actions may be taken.

Exacom may:

- a. Provide assistance with the operation of the system or the Software by telephone, email, or through remote access;
- b. Develop a workaround or new working practice in order to avoid a particular problem, or until the problem can be resolved in a subsequent Software release or patch;
- c. Make modifications to the Software and supply a fix;
- d. If appropriate, refer the problem to a party for further analysis or action;
- e. Refer the call to your Account Manager.

You may also be requested to:

- a. Load the latest Service Pack before investigation commences, as this may resolve the query;
- b. Continue to monitor the situation if it cannot be replicated by the support helpdesk, and inform us of the outcome of those investigations;
- c. Provide the support helpdesk with further information to analyse the fault, e.g. screenshots, data or log files.

4.6 Updates

The status of your call may be checked at any time using the online helpdesk. If you need a more detailed update on your call or you wish to chase progress, please contact the Help Desk by email (helpdesk@exacom.co.uk) or by phoning 0208 1234 253.

4.7 Monitoring

All calls are entered into our call management system. This system enables support calls to be assigned, monitored and progressed. The system enables Exacom to maintain appropriate records and produce relevant performance data viewable by each Council.

4.8 Closure

A support call may be closed when the following applies:

- a. The support call is resolved to your satisfaction and both parties agree that the call may be closed;
- b. Exacom have provided a proposed resolution or requested further information which has been communicated to the Council contact and an email reminder has been sent but no subsequent response or confirmation of the effectiveness of the fix has been received 10 days after the advice was provided. If an out of office reply is received we will further communicate following the return date;
- c. Exacom are unable to obtain appropriate remote access connection to attempt to replicate the fault. Please see clause 2.2 for remote access requirements;
- d. The support call resolution involves development of a bug fix to be provided in a future release of the Software. You will be provided with a bug reference number and progress may be tracked within the online helpdesk;
- e. The support call relates to functionality the Software was not designed to deliver, i.e. a Request for Change (RFC).

If the error re-occurs, the original support call will remain closed and a new call will be raised, which will be referenced back to the previous call, which may help in the resolution of the issue.

4.9 Escalation

Should you need to escalate a support call please contact the support helpdesk on 0208 1234 253 or email ralph.taylor@exacom.co.uk. The staff will inform the relevant support analyst. The call will be reviewed urgently and you will be provided with an update on the progress made in resolving the call and/or the proposed actions.

Where we cannot resolve the support call within the expected resolution time you will be informed of progress by the support analyst on a regular basis, usually via email, until such time that the call can be resolved or a suitable workaround provided.

If the support call escalation is not resolved to your satisfaction, please email geoff.kirby@exacom.co.uk or telephone via the support helpdesk on 0208 1234 253.

4.10 Complaint Process

We always strive to deal with your support calls in a timely and efficient manner. Our Support Help Desk escalation procedures are designed to provide a structured method of managing calls which require exceptional handling. However, if you feel that the support helpdesk service has not reached an acceptable level, Exacom operates a company-wide complaints procedure. Please email Councilservices@exacom.co.uk or write to Council Services, Exacom Systems, Wavecrest, 15 East Road, West Mersea, Essex, CO5 8EB.

More details of the company's complaints procedure may be found by logging in on the website (www.exacom.co.uk).

4.11 Annex 1 Website Area

This section of the web site provides additional support related information and assistance to the Exacom user community.

Exacom provides the following useful on-line resources:

- a. The ability to log, update and close your own support calls via the online helpdesk.
- b. The ability to track a bug identified by a support call via the online helpdesk.
- c. The ability to download Software updates, patches and other fixes.
- d. The ability to download the latest product documentation.
- e. User Forums that enable users to share information, templates and reports.
- f. User Group contact details and minutes published by user groups.

Councils are encouraged to visit our website regularly as a means of keeping up to date with product developments and other areas of interest.

ANNEX 2**INFORMATION REQUIRED FOR CALL LOGGING PURPOSES**

Date:	Time:
*Authority / Company:	*Contact Name:
*Telephone:	*Email:
*Product: (e.g. S106 Administrator)	
*Version	Internal Call Reference:
*System Status (Test / Live)	Workaround in place? Y/N
Affecting Multiple Users? Y/N	*Call Priority:
Call Title:	
Call Description:	

* Fields marked with an asterisk must be completed