



CYFERD

STANDARD SUPPORT SERVICES POLICY

1. Scope

- 1.1 This 'Cyferd – Standard Support Services Policy' (this “**Policy**”) applies to the provision of the Standard Support Services (being one of the Services) by or on behalf of Cyferd Ltd (“**Cyferd**”) from time to time as described in **paragraph 4** below. This Policy is made in connection with the provision by Cyferd of Access to and use of the Cyferd Product and the Services (each as defined below) to its customers (including those whose Access to and use of the Cyferd Product and the Services is/ was procured through a Cyferd Partner (as defined below)) who have an ongoing Professional Agreement or an ongoing Enterprise Agreement (each as defined below) for Access to and use of the Cyferd Product and the Services (in this Policy each a “**Customer**” and, in respect of each Customer, “**each Customer**”, “**the Customer**”, “**the Customer in question**” and “**that Customer**” shall be construed accordingly).
- 1.2 This Policy is supplemental to the MSA (as defined below) and, for each Customer, forms part of the Agreement (as defined below) with that Customer in respect of that Customer’s Access to and use of the Cyferd Product and the Services.
- 1.3 This Policy is a Cyferd Policy (as defined below).
- 1.4 The Customer’s acceptance of this Policy is as provided in the MSA (where ‘*acceptance*’ is as defined in the definition of ‘*Cyferd Policies*’ in the MSA).
- 1.5 In this Policy “**MSA**” means, in respect of the Customer in question, the master services agreement forming part of the Agreement with that Customer in respect of that Customer’s Access to and use of the Cyferd Product and the Services (each version of the MSA (<https://cyferd.com/cyferdcomm/>)).
- 1.6 Terms defined in the MSA (including without limitation “**Access**”, “**Additional Services**”, “**Agreement**”, “**Apps**”, “**Cyferd Apps**”, “**Cyferd Partner**”, “**Cyferd Policy**”, “**Cyferd Product**”, “**Cyferd Product Contract**”, “**Database Services**”, “**Enterprise Agreement**”, “**Force Majeure**”, “**Hosting Services**”, “**Premium Features**”, “**Professional Agreement**”, “**Purchased Items**”, “**Services**”, “**Standard Support Services**”, “**Subscription Fee**”, “**Tenancy**”, “**Tenancy(ies)**”, “**Update**”, “**Update Notification**”, and “**Updates**”) shall have the same meaning in this Policy unless the context otherwise requires or such term is defined separately in this Policy.
- 1.7 In this Policy:
 - 1.7.1 references to paragraphs are to paragraphs of this Policy;
 - 1.7.2 a reference to this Policy or to any other agreement or document referred to in this Policy is a reference to this Policy or such other agreement or

document as amended in accordance with its terms and/or the MSA from time to time;

- 1.7.3 a reference to an “**amendment**” includes a novation, re-enactment, restatement, supplement, extension, variation or an amendment (and “**amend**” and “**amended**” shall be construed accordingly);
- 1.7.4 a reference to a “**person**” includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.7.5 any words that follow “**include**”, “**includes**”, “**including**”, “**in particular**”, “**for example**” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.7.6 a reference to “**writing**” or “**written**” includes any method of reproducing words in a legible and non-transitory form including email but excluding fax;
- 1.7.7 where the context permits, “**other**” and “**otherwise**” are illustrative and shall not limit the sense of the words preceding them; and
- 1.7.8 any obligation on a Customer not to do something includes an obligation not to allow that thing to be done.

2. Last Updated

This Policy was last updated on 1 March 2023. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/>.

3. Changes to this Policy

- 3.1 ***For any person who is not a Customer at the time of such posting*** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/> and such updates will be effective upon such posting or, if later, the ‘Last Updated’ date specified in such updated version of this Policy.
- 3.2 ***For any person who is a Customer at the time such Update Notification is made*** – Cyferd may at its absolute discretion make, and notify the Customer of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification. Such Update(s) will be effective in respect of the Customer in question in accordance with the applicable provisions of the MSA which relate to Updates. The provisions of the MSA which relate to Updates shall apply in respect of any such Update(s).
- 3.3 If Cyferd makes any amendments to this Policy, it will change the ‘Last Updated’ date in **paragraph 2** above in such updated version of this Policy.
- 3.4 An Update Notification could be sent/ made by Cyferd in respect of this Policy by e-mail (together with a copy of the Update(s) or a link to a copy of the Update(s)) in accordance with the notices provision in the MSA or by adding a statement to Cyferd’s main website page referencing such Update(s) (together with a copy of the Update(s) or a link to a copy of the Update(s)) or by any other reasonable means which Cyferd elects.

4. Standard Support Services

- 4.1 In respect of a Customer, within the Subscription Fee for that Customer's Tenancy(ies) for Access to and use of the Cyferd Product, Cyferd makes available to each Customer, the provision by or on behalf of Cyferd, Standard Support Services.
- 4.2 Standard Support Services shall be construed as including support where a Customer experiences non-accessibility of or a failure of, the Cyferd Product including that Customer's Tenancy(ies) or any of them or any Premium Features that are Purchased Items together with such other items as Cyferd may determine at its sole discretion, from time to time.
- 4.3 For the avoidance of doubt, Standard Support Services does not include what is expressly excluded within this Policy, including but not limited to: any support services/services with regard to Apps (including Cyferd Apps), Additional Services, Hosting Services (being one of the Services) or Database Services (being one of the Services) together with such other items as Cyferd may determine at its sole discretion, from time to time.
- 4.4 Should Cyferd at any time, chose to provide support services for Apps (whether or not such Apps are Cyferd Apps) and such support is not charged or considered to be Additional Services, then for the avoidance of doubt, such support services shall **not** be Standard Support Services and shall be a gesture of goodwill on the part of Cyferd. Such act by Cyferd is completely at its sole discretion and is provided with no guarantees or warranties in respect of the service provided whether at that time or in the future and Cyferd, to the fullest extent permitted by law, excludes all liability (in whole or part) for such works and/or service of goodwill. In this regard, the Customer acknowledges that the Apps are provided on an unsupported basis. If such Apps cannot be fixed by an entry level individual, Cyferd may refer this matter to the Additional Services team and/or a Cyferd Partner.
- 4.5 Cyferd will provide such Standard Support Services in the manner as stated within clause 5 of the MSA. For the avoidance of doubt, such manner shall be with reasonable skill and care, and time shall not be of the essence.
- 4.6 Cyferd is under no obligation to provide Standard Support Services to a Customer where:
- 4.6.1 that Customer is in breach of its Agreement including for acts of non-payment; or
 - 4.6.2 that Customer's Access to its Tenancy(ies) has been suspended for whatever reason; or
 - 4.6.3 a Force Majeure event has occurred; or
 - 4.6.4 in regard to the subject matter, Cyferd, in its reasonable opinion, does not consider the subject matter to be covered by the Standard Support Services and for the avoidance of doubt, the Agreement, or any document forming part of the Agreement, provides that Cyferd is not obliged to provide such Standard Support Services.

5. **How to access Standard Support Services**

- 5.1 In order to access such Standard Support Services, Customers will be required to email in their request/put a request through their Tenancy or such other method as Cyferd may inform the Customer of from time to time (a “Ticket”). Such Ticket must include all such relevant details as may be required for the Ticket to be sufficiently addressed.
- 5.2 Cyferd shall provide such Standard Support Services between the hours of 9am to 5pm (London) Monday to Friday, outside of UK Bank Holidays.
- 5.3 Cyferd may, at its sole discretion, delegate and/or subcontract the provision of all or any of the the Standard Support Services (in whole or part) from time to time to a Cyferd Partner and/or suitably qualified third party service provider who, in turn, will provide such Standard Support Services for and on behalf of Cyferd.

6. **Case priority table**

- 6.1 Cyferd shall respond and address any Tickets in the following manner:

	P1	P2	P3	P4
Case priority level	The Cyferd platform is completely inaccessible.	One or more key features of the Cyferd platform are unusable.	Any other case where the Cyferd platform is not operating as documented, or performance has degraded materially.	All enhancement requests.
Initial response & acknowledgement	15 minute triage	4 hours	4 hours	4 hours
Target resolution	4 hours	2 business days	6 weeks	Reasonable endeavours
Escalation (Support manager)	Immediate	1 business day	N/A	N/A
Escalation (SVP)	1 business day	1 week	Monthly	Quarterly
Status updates	Live	Daily	N/A	N/A

7. **Failure to comply with/ breach of this Policy by the Customer**

If a Customer fails to comply with or otherwise breaches the terms of this Policy then such failure to comply/ breach will be considered to be a material breach by the Customer of the MSA and that Customer’s Agreement.

8. **Law**

The provisions of this Policy shall be governed by the laws of England and Wales.

[End of Policy]