



End User License Agreement (Terms and Conditions)

Presented by

XY Locate
21 January 2021
("XY Locate")

To

System End User



1. INTERPRETATION

- 1.1 In this Agreement and in its annexes
- 1.2 section and clause headings are for convenience only and are not to be used in its interpretation;
- 1.3 an expression which denotes: (i) any gender includes the other genders; (ii) a natural person includes a juristic person and vice versa; and (iii) the singular includes the plural and vice versa.
- 1.4 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in clause 2 or elsewhere in this Agreement or any of its annexes, shall be given effect to as if it were a substantive provision in the body of the Agreement or of the annex concerned.
- 1.5 Defined terms appearing in this Agreement and its annexes in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning, and shall, unless the context otherwise requires, include the terms as defined.
- 1.6 Terms other than those defined within this Agreement and its annexes will be given their plain English meaning, and those terms, acronyms, and phrases known in the Information, Communications and Technology industry will be interpreted in accordance with their generally accepted meanings.
- 1.7 A reference to any statutory enactment shall be construed as a reference to that enactment as at the signature date hereof and as amended or substituted from time to time.
- 1.8 Reference to months or years shall be construed as calendar months (i.e. one or more of the twelve periods into which a conventional year is divided) or conventional years (i.e. 1 January to 31 December). Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or public holiday as gazetted by the UK Government from time to time. Any reference to "business hours" shall be construed as being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any business day.
- 1.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day.
- 1.10 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.11 No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted or introduced such provision.



1.12 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "includes" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it: the application of the eiusdem generis rule is excluded.

1.13 Unless specifically otherwise provided, all amounts in this Agreement are exclusive of value-added tax.

1.14 This Agreement incorporates the annexes, which annexes shall have the same force and effect as if set out in the body of this Agreement. In this Agreement the word "Agreement" refers to this Agreement and the words "clause" or "clauses" and "annexe" or "annexes" refer to clauses of and annexes to this Agreement.

2. DEFINITIONS

2.1 Unless the context indicates a contrary intention, the following words and expressions bear the following meanings: –

2.2 "XY Locate Intellectual Property" means any and all Intellectual Property owned by XY Locate and used to provide the Services;

2.3 "Agreement" means this Services Agreement together with any schedules, annexes or appendices thereto;

2.4 "Back-end Server" means the server located at any facility hosted by XY Locate (In-House hosting after pilot has been completed)

2.5 "Back-end Server Application" means the foundation system to be installed and implemented on the Back-end Server in respect of which the Mobile Application shall be used to input and retrieve Data;

2.6 "Confidential information" means any information or data which by its nature or content is identifiable as confidential and/or proprietary to XY Locate and/or any third party, or which is provided or disclosed in confidence; and which XY Locate or any person acting on its behalf may disclose or provide to XY Locate or which may come to the knowledge "The End User" of XY Locate by whatsoever means but excludes information or data which -

2.6.1 is lawfully in the public domain at the time of disclosure thereof; or

2.6.2 subsequently becomes lawfully part of the public domain by publication or otherwise; or



- 2.6.3 becomes available from a source other than one of the Parties which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
- 2.6.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 2.7 "Data" means any data, including personal information as defined in the Electronic Communications and Transactions Act, 2002, and any other applicable legislation;
- 2.8 "Development Services" means the development of the Software by XY Locate on behalf of "The End User" as agreed in a Work Order hereto;
- 2.9 "Disaster Recovery Plan" means XY Locate plan for the restoration of any business-related activity or functionality during an event that would affect the continuity of the Services, which restoration may be pro-active or re-active, and which may range from minor business restoration activities to major events including total disaster recovery. For purposes of clarity, an event that would affect the continuity of the Services includes (i) system malfunctions that disrupt the normal course of business operations; (ii) accidents or death of staff; (iii) natural disasters; and (iv) civil disorders;
- 2.10 "Documentation" means the standard documentation in respect of the Hardware and Software;
- 2.11 "Effective Date" means the date of signature hereto;
- 2.12 "Hardware" means all hardware provided to "The End User" by XY Locate for its use under the terms and conditions of this Agreement. (Pilot Period)
- 2.13 "Intellectual Property" means any and all rights, title and interest any know-how (not in the public domain); invention (whether or not patented); design, goodwill, trade name, trade mark (whether or not registered), or any material in which copyright subsists (whether or not registered), and all other identical or similar intellectual property as may exist anywhere in the world and any applications for registration of such intellectual property;
- 2.14 "Maintenance Services" means the performance of such scheduled and/or preventative maintenance as may be required for the purpose of ensuring the continued functionality of the Software to the Service Levels and specifications set forth in the Work Order;
- 2.15 "Mobile Application" means the application to be implemented and installed on the Hardware;
- 2.16 "Parties" means:
- 2.16.1 "The End User" being any of XY Locate "The End User" under this agreement;



- 2.17 "Problem" means the occurrence of a problem or error in the Hardware and/or Software reported by "The End User" to XY Locate;
- 2.18 "Problem Resolution Services" means the provision of services by the XY Locate to the "The End User" whereby XY Locate shall use its reasonable efforts to resolve Problems;
- 2.19 "Services" means the service offerings to its "The End User" from time to time, including the provision of Hardware, the implementation of the Back-end Server Application, delivery and installation of Software; the development, delivery and installation of Developed Software; Problem Resolution Services, Maintenance Services and various other services relating to the Hardware and Software, against agreed Service Levels, where applicable, of which "The End User" shall elect the services it wishes to receive, against payment therefore, as further specified in relevant Work Orders executed hereunder, as may be amended, supplemented or superseded from time to time;
- 2.20 "Service Levels" means the agreed level of performance in respect of the Services as may be set forth in a Work Order;
- 2.21 "Service Manager" means one individual designated by each Party, to whom all communications will be addressed; either party may replace such individual appointed by that Party from time to time on reasonable prior notice to the other;
- 2.22 "Software" means:
- 2.22.1 XY Locate Software and any other software owned by XY Locate
- 2.23 "Warranty Period" means the term of the warranty relating to the Hardware which shall be specified in a Work Order; and
- 2.24 "Work Order" means the individual work orders executed by the Parties in terms of this Agreement, specifying the Services, Software and/or Hardware to be provided by XY Locate to "The End User"

3. COMMENCEMENT AND DURATION

This Agreement shall commence on the effective date and shall endure for a period of twelve months

4. RECORDALS

- 4.1 "The End User" requires the specialist expertise and knowledge of XY Locate to perform the Services.
- 4.2 XY Locate has the necessary expertise, skill, know-how, qualifications and ability to perform the Services.

5. APPOINTMENT

“The End User” hereby appoints XY Locate, and XY Locate hereby accepts such appointment, to perform the Services for “The End User”, upon the terms and conditions contained herein.

6. EXECUTION OF WORK ORDERS

6.1 This Agreement is supplemented with Work Orders, each Work Order being deemed to be a part of the Agreement as if fully incorporated into the body of the Agreement.

6.2 Save as expressly provided to the contrary in the Agreement, any conflict between the provisions of the various sections of the Agreement and the Work Orders will be resolved in accordance with the following order of precedence (in descending order of priority) as follows: (a) the Agreement; (b) the applicable Work Order; and (c) the annexes to the a foregoing documents in the same order of precedence attaching to the documents to which they are annexed.

7. PROVISION OF THE SERVICES

XY Locate undertakes to use reasonable efforts to perform the Services diligently, punctually and in accordance with the requirements of this Agreement and the Work Orders hereto.

8. “The End User” DUTIES

8.1 “The End User” undertakes to, where applicable, provide XY Locate with access to its premises at all relevant times (such access includes logical and physical access to networks, information, documentation and data) and to the relevant “The End User” staff members for the purposes of carrying out the components of the Services which are required to be carried out at “The End User” premises.

8.2 In order to enable XY Locate to provide the Services in terms of the Agreement, “The End User” shall, to the extent required by XY Locate: -

8.2.1 make available sufficiently competent and authorised resources, with appropriate access rights and permissions, to assist XY Locate;

8.2.2 supply and maintain the necessary database as more fully set forth in the relevant Work Order;

8.2.3 provide all such other assistance and support as may be contemplated in the Agreement.



9. SOFTWARE

9.1 “The End User” acknowledge that all software is owned by XY Locate.

9.2 The XY Locate shall not

9.2.1 de-compile, reverse compile, disassemble or print the source code nor derive, nor attempt to derive the source code of the Software;

9.2.2 attempt to modify, enhance or alter the Software or any part thereof, or permit others to do so.

10. DEVELOPMENT SERVICES

10.1 Where XY Locate provides Development Services to “The End User” in terms of this Agreement, the scope of such Development Services to be undertaken by XY Locate shall be outlined in an agreed Work Order.

10.2 “The End User” shall be deemed to have accepted the Software upon the expiry of fourteen days from the date of delivery of the Software, subject to XY Locate delivering the full specification to “The End User”

10.3 During the course of the provision of Development Services, should “The End User” amend or change its requirements or request additional functionality, XY Locate shall agree in writing with “The End User” the terms on which it will carry out such additional work and the applicable fees for such additional work.

11. PROBLEM RESOLUTION SERVICES

11.1 XY Locate undertakes to perform the Problem Resolution Services in accordance with its Problem Logging and Escalation Procedure set forth in Annexe “B” hereto.

11.2 “The End User” shall have access to the XY Locate support centre during the support centre operating hours for the resolution of Problems. The support centre contact details and operating hours are as set forth in Annexe “C” hereto.

11.3 The Problem Resolution Services applicable to Hardware during the Warranty Period shall be as set forth in Annexe “D” hereto as further supplemented by the relevant Work Order. The Problem Resolution Services applicable to Software shall be as set forth in the relevant Work Order and Annexure E.

12. MAINTENANCE SERVICES



XY Locate shall provide “The End User” with at least two business days written notification prior to commencing performance of the Maintenance Services and shall use its best endeavours to avoid and/or minimise downtime whilst the Maintenance Services are being performed.

13. RISK, OWNERSHIP AND LICENSE RIGHTS

XY Locate shall retain all rights of ownership in and to the Software for the entire duration of this Agreement and “The End User” retains all the rights and IP to all captured data related to the application

14. FEES AND CHANGES

14.1 The fees and charges applicable to performing the Services shall be as stated in Annexure A read with the relevant Work Order.

14.2 Where XY Locate provides Development Services and training Services, such Services shall be charged for on a time and materials basis, unless agreed on a deliverable based project which means that a fixed cost will be associated to the scope agreed with “The End User”

14.3 Unless otherwise provided for, invoices shall be rendered monthly in arrears and “The End User” shall make payment of XY Locate invoices within thirty days of date thereof, unless stated otherwise in the Work Order.

14.4 Unless otherwise specified, all fees and expenses set out in the Agreement are exclusive of Value Added Tax and other statutory fees and charges. “The End User” shall pay all Value Added Tax and any such other fees and charges that may be payable on such fees and expenses.

14.5 In the event of XY Locate having to provide additional services, these services will be charged on a time and materials basis, or by agreement to complete work on a fixed cost basis.

15. INTELLECTUAL PROPERTY RIGHTS

XY Locate retains all right, title and interest in and to XY Locate Intellectual Property that is used in connection with the Services. In particular, XY Locate retains all right, title and interest in all Intellectual Property rights in and to the Software, work products, deliverables, documentation, reports, designs, formulae, methodologies, proposals, specifications, design documentation, feasibility reports and systems, whether used to provide or as are developed or created as part of the Services. XY Locate has no rights to use “The End User” data or IP in any way

16. DATA USE AND PROTECTION



The parties shall comply with all data use and data protection requirements as may be applicable to the Services, as are dictated by the data protection policies in force from time to time, any applicable legislative requirements and the data use and protection requirements as specified in the Work Orders hereto.

17. DISASTER RECOVERY

17.1 XY Locate undertakes to assist “The End User” with disaster recovery in accordance with the Disaster Recovery Plan.

18. THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT

18.1 If the Services or any component thereof becomes, or in XY Locate reasonable opinion is likely to become, the subject of an Intellectual Property infringement claim or proceeding, XY Locate shall use reasonable efforts to secure the right to continue providing the Services and/or for “The End User” to continue using the Services. In the event that despite reasonable efforts, this cannot be accomplished by XY Locate, XY Locate shall discontinue the affected part of the Services and XY Locate charges shall be equitably reduced to reflect the reduction in the value of the Services to “The End User” provided that the aforementioned remedies shall be “The End User” sole remedies in respect of any such Intellectual Property infringement claim.

18.2 XY Locate shall, in the case where an Intellectual Property infringement claim is brought against “The End User” defend such claim, at its cost, provided that in respect of all such claims, “The End User”: (i) gives prompt notice to XY Locate of such claim and XY Locate controls the defence thereof; (ii) takes all reasonable steps to mitigate any loss or liability in respect of the claim; and (iii) does not compromise or settle the claim in any way without XY Locate prior written consent.

19. CONFIDENTIALITY

19.1 “The End User” acknowledge that all material and information which has or will come into its possession in connection with this Agreement or the performance of the obligations hereunder consists of Confidential Information which, if disclosed to third parties, might be damaging to XY Locate.

19.2 “The End User” agrees and undertakes –

19.2.1 not to use the Confidential Information for any purpose other than in connection with the Services and then on a need to know basis only;

19.2.2 not to use the Confidential Information, whether directly or indirectly, for its benefit;

19.2.3 To treat and safeguard Confidential Information as strictly private and confidential;



- 19.2.4 except as permitted by this Agreement, not to use, disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of XY Locate which consent may be withheld in the sole and absolute discretion of XY Locate;
- 19.2.5 to take all such steps as may be reasonably necessary to prevent Confidential Information from falling into the hands of unauthorised third parties;
- 19.2.6 to restrict the dissemination of the Confidential Information to only those of its personnel who are actively involved in the Services, then only on a "need to know" basis and the Vendor shall initiate, maintain and monitor internal security procedures to prevent unauthorised disclosure;
- 19.2.7 to take all practical steps, both before and after disclosure, to impress upon its personnel who are given access to Confidential Information the secret and confidential nature thereof.
- 19.3 "The End User" shall protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting his or her own Confidential Information. In no event shall the Vendor use less than reasonable efforts to protect the confidentiality of the Confidential Information.
- 19.4 Specifically, "The End User" may not utilise, employ, exploit or in any other manner whatsoever use the Confidential Information for any purpose whatsoever.
- 19.5 This clause 19 is severable from the rest of this Agreement and shall remain valid and binding on the Parties notwithstanding any termination of this Agreement.

20. PROVISIONS PERTAINING TO "The End User"

Should "The End User" acquire rights from XY Locate about the Software and Services, and wish to on sell such rights or Services, it shall at all times ensure that its "The End User" customers shall be bound by all the terms of this Agreement, and without limiting the generality of this provision, in particular be bound to the protective provisions pertaining to ownership and Intellectual Property Rights of XY Locate. "The End User" further undertakes to enter into Work Order agreements with its "The End User" and will supply to XY Locate proof of compliance with the provisions of this clause 20, within seven days after date of such agreements and Work Orders being concluded.

21. LIMITATION OF LIABILITY

- 21.1 XY Locate shall under no circumstances be liable for any damages arising from-



- 21.1.1 use of the Services, Hardware, Developed Software and/or Software otherwise than in accordance with the terms of the Agreement;
 - 21.1.2 "The End User" effecting any changes, modifications or enhancements to the Services, Hardware, Developed Software and/or Software without XY Locate prior written consent;
 - 21.1.3 force majeure events;
 - 21.1.4 operator error on the part of "The End User", or any fault in the hardware, third party software or software supplied to or obtained by "The End User" from any entity other than XY Locate; or
- 21.2 The Parties further agree that neither Party shall be liable to the other Party for any losses which constitute indirect, special and/or consequential damages suffered by "The End User" due to the gross negligence of XY Locate.

22. BREACH

- 22.1 If a Party ("Defaulting Party") commits any breach of this Agreement and fails to remedy such breach within thirty business days ("Notice Period") of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will be entitled, at its option: –
- 22.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Defaulting Party to provide security to the satisfaction of the Aggrieved Party for the Defaulting Party's obligations; or
 - 22.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. Neither Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if:-
 - i. it is capable of being remedied, but is not so remedied within the Notice Period; or
 - ii. it is incapable of being remedied or is not remedied within the Notice Period.

23. FORCE MAJEURE

- 23.1 Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any

circumstances of like or different nature beyond the reasonable control of the Party so failing, will not be deemed to be a breach of this Agreement nor will it subject either Party to any liability to the other.

- 23.2 Should either Party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of thirty days the Parties will consult with each other regarding the future implementation of this Agreement. If no mutually acceptable arrangement is arrived at within a period of seven days thereafter, either Party will be entitled to terminate this Agreement forthwith on written notice.

24. DISPUTE RESOLUTION

- 24.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement which cannot be resolved amicably by the Parties, the said dispute or difference shall on written demand by either Party be submitted to arbitration in London in accordance with the London Court of International Arbitration rules, which arbitration shall be administered by LCIA.

- 24.2 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the LCIA rules for commercial arbitration.

- 24.3 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

- 24.4 Any arbitration in terms of this clause 26 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute "The End User" attend to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

- 24.5 This clause 24 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.

- 24.6 The Parties agree that the written demand by a party to a dispute in terms of clause 24.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

25. NOTICES AND DOMICILIA

- 25.1 The Parties select as their respective Domicilium citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers: -



- 25.2 in the case of XY Locate to:
Postal address: 59 High Street, Great Missenden, HP16 0AL
Physical address: 59 High Street, Great Missenden, HP16 0AL
and shall be marked for the attention of the CEO, currently Barry Colman.
- 25.3 Provided that a Party may change its Domicilium or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address will be effective five business days after receipt of the notice of the change.
- 25.4 All notices to be given in terms of this Agreement will be given in writing, in English, and will:
- 25.4.1 be sent by pre-paid registered post or delivered by hand;
- 25.4.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 25.4.3 if sent by pre-paid registered post, be presumed to have been received on the fifth business day following posting.
- 25.5 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.
- 25.6 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

26. BENEFIT OF THE AGREEMENT

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

27. APPLICABLE LAW AND JURISDICTION

- 27.1 This Agreement will in all respects be governed by and construed under the international court of arbitration (ICC)
- 27.2 Subject to clause 24, the Parties hereby consent and "The End User" to the non-exclusive jurisdiction of the international court of arbitration (ICC) in any dispute arising from or in connection with this Agreement.

28. GENERAL

- 28.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 28.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.
- 28.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 28.4 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 28.5 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.
- 28.6 Any consent or approval required to be given by either Party in terms of this Agreement will, unless specifically otherwise stated, not be unreasonably withheld.



ANNEXURE "A"

FEES AND CHARGES

Rates in respect of development services: £90 per hour.

ANNEXURE B

PROBLEM LOGGING AND ESCALATION PROCEDURE

All Software problems to be logged at
help@xylocatesolutions.co.za
sales@xylocate.eu

Any support calls logged that don't comply with the standard in Annexure E to be escalated to
management@XYLocatesolutions.co.za
sales@xylocate.eu

ANNEXURE C

SUPPORT CENTRE OPERATING HOURS AND CONTACT DETAILS

Support hours are 7H00 to 17H00 Monday to Friday
8h00 to 12H00 Saturday
Contact details: email:
help@xylocatesolutions.co.za
Telephone:
(0027)11 880 5930
Emergency number
(0027)826000170 or (0044)7929656198

ANNEXURE D

PROBLEM RESOLUTION IN RESPECT OF SOFTWARE

Severity Categories

IMPACT	SEVERITY	DESCRIPTION
Severity	S1	A problem affecting the whole application resulting in no service being available during core business hours thus severely affecting the client's business.
Severity	S2	A problem that renders part of the application system unavailable during core business hours thus affecting the client's business.
External High	1	A problem on the client's "The End User" facing application that has a major impact on external "The End User" during core business hours where no work around is possible.
External Med	2	A problem on the client's "The End User" facing application that has a major impact on external "The End User" but where a work around is possible.
External Low	3	A problem on the client's "The End User" facing application that has a minor impact on external "The End User" and where a work around is possible.



Internal High	4	A problem on the application service that has a major impact on the client's staff during core working hours.
Internal Med	5	A problem on the application service that has a major impact on the client's staff during core working hours but a work around is possible.
Internal Low	6	A problem on the application service that has a minor impact on the client's staff during core working hours but a work around is possible.

Response Times

PROBLEM CATEGORY	TIME TO RESOLVE
Severity 1	Temporary fix within 3 hours Interim fix within 30 hours Permanent fix within 30 days
Severity 2	Temporary fix within 4 hours Interim fix within 48 hours Permanent fix within 30 days
External High	Temporary fix within 5 hours Interim fix within 56 hours Permanent fix within 30 days
External Med	Temporary fix within 6 hours Interim fix within 1 week Permanent fix within 30 days
External Low	Interim fix within 2 weeks Permanent fix within 30 days
Internal High	Temporary fix within 5 hours Interim fix within 56 hours Permanent fix within 30 days
Internal Med	Temporary fix within 8 hours Interim fix within 1 week Permanent fix within 30 days
Internal Low	Permanent fix within 30 days