

## QONTRO TERMS OF USE

### 1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of Qontro (as that term is defined below). By clicking I agree (or similar), or accessing and using Qontro, or entering into a Subscription Agreement or Statement of Work:
- a you agree to these Terms; and
  - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use Qontro, and you must immediately stop doing so.

### 2 CHANGES

- 2.1 The Company may change these Terms at any time by notifying the Customer of the change by email or by posting a notice on the Website. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Service from the date on which the Terms are changed, you agree to be bound by the changed Terms.
- 2.2 These Terms were last updated on 18<sup>th</sup> August 2022.

### 3 INTERPRETATION

In these Terms and the other documents forming part of the Agreement:

*Additional Service* means any service that the Company agrees to provide to the Customer under a Statement of Work or Work Request.

*Agreement* means these Terms and (if applicable), the Subscription Agreement, Statements of Work and Work Requests. If there is any conflict between these documents, they will have precedence in the following descending order of priority: the Terms, the Subscription Agreement, the Statements of Work and the Work Requests.

*Approved Purposes* means:

- your own internal business purposes; and
- if you are the Customer, any other approved purposes set out in the Subscription Agreement or otherwise agreed in writing.

*Company* means Qontro Limited, a New Zealand company, company number 7858080.

*Confidential Information* means any information that is not public knowledge and that is obtained from the other party in the course of, or in connection with, the provision and use of the Service. The Company's Confidential Information includes Intellectual Property owned by the Company (or its licensors), including the Software. The Customer's Confidential Information includes the Data.

*Customer* means the customer named in the Subscription Agreement (if applicable), or that has otherwise agreed with the Company to pay for the provision of Qontro.

*Data* means all data, content, and information (including personal information) owned, held, used or created by or on behalf of the Customer or a Permitted User that is stored using, or inputted into, Qontro.

*Qontro* means the software-as-a-service offering provided by Qontro Limited having the core functionality described in the Subscription Agreement (if applicable) and/or the Website.

*Fees* means:

- the fees set in the Subscription Agreement or otherwise agreed between the parties in writing, as may be updated from time to time in accordance with clause 7.7; and

- for Additional Services, the fees set out in the Statement of Work or Work Request, or if there are none, fees calculated on a time and materials basis at the Company's standard hourly rates at the time it carries out the Additional Services.

*Force Majeure* means an event that is beyond the reasonable control of a party, excluding:

- an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or
- a lack of funds for any reason.

*including* and similar words do not imply any limit.

*Initial Term* means the initial term set out in the Subscription Agreement or otherwise agreed between the parties in writing.

*Intellectual Property Rights* includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. *Intellectual Property* has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.

*Objectionable* includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.

a *party* includes that party's permitted assigns.

*Permitted User* means:

- the Customer's personnel who access and use Qontro on the Customer's behalf; and
- if applicable, any other permitted user named in the Subscription Agreement (or otherwise agreed between the parties in writing) and any of their personnel who access and use Qontro on their behalf.

a *person* includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity.

*personal information* means information about an identifiable, living person.

*personnel* includes officers, employees, contractors and agents, but a reference to the Customer's or a Permitted User's personnel does not include the Company.

*Subscription Agreement* means a subscription agreement for the use of Qontro that references these Terms and is signed by the Company and the Customer.

*Services* means:

- Qontro;
- the Support Services set out in the Schedule;
- any other services set out in the Subscription Agreement or otherwise agreed between the parties in writing; and
- the Additional Services.

*Software* means the software owned by the Company (and its licensors) that is used to provide Qontro.

*Start Date* means:

- if you are the Customer, the earlier of the start date set out in the Subscription Agreement and the date that you first access or use Qontro; and
- if you are a Permitted User, the date that you first access or use Qontro.

*Statement of Work* means a document entitled *Statement of Work* that references these Terms and is signed by the Company and the Customer.

*Terms* means these terms titled *Qontro terms of use*, including the Schedule.

*Underlying Systems* means the Software, IT solutions, systems and networks (including software and hardware) used to provide Qontro, including any third party solutions, systems and networks.

*Website* means the internet site at <http://www.qontro.com>, or such other site notified to the Customer by the Company.

*Work Request* means any request (including email and verbal requests) from the Customer for the Company to perform services which are outside the scope of the Support Services, the Subscription Agreement or a Statement of Work, which has been accepted by the Company either in writing or by commencing the provision of the relevant services.

*Year* means a 12-month period starting on the Start Date or the anniversary of that date.

*You or your* means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting.

Words in the singular include the plural and vice versa.

A reference to a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

## 4 PROVISION OF THE SERVICES

- 4.1 The Company must use reasonable efforts to provide the Services:
- a in accordance with the Agreement and New Zealand law;
  - b exercising reasonable care, skill and diligence; and
  - c using suitably skilled, experienced and qualified personnel.
- 4.2 The Company's provision of the Services is non-exclusive. Nothing in the Agreement prevents the Company from providing the Services to any other person.
- 4.3 The Company must use reasonable efforts to ensure Qontro is available on a 24/7 basis. However on occasion Qontro may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The Company will use reasonable efforts to notify the Customer in advance of any unavailability, but can't guarantee it.
- 4.4 Qontro interoperates with a range of third party software service providers for features and services. The Company shall take reasonable care to ensure these features and services are free from errors, technical issues and bugs, but makes no warranty or representation to that effect or on the availability of those service or features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, the Company may cease to make available that feature to you. To avoid doubt, if the Company exercises its right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.

## 5 YOUR OBLIGATIONS

- 5.1 You and your personnel must:
- a use the Services in accordance with the Agreement solely for:
    - Approved Purposes; and
    - lawful purposes; and
  - b except as specified in the Subscription Agreement or otherwise agreed in writing, not resell or make available the Services to any third party, or otherwise commercially exploit the Services.
- 5.2 When accessing Qontro, you and your personnel must:
- a not impersonate another person or misrepresent authorisation to act on behalf of others or the Company;
  - b correctly identify the sender of all electronic transmissions;
  - c not attempt to undermine the security or integrity of the Underlying Systems;
  - d not use, or misuse, Qontro in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use Qontro;
  - e not attempt to view, access or copy any material or data other than:
    - that which you are authorised to access; and
    - to the extent necessary for you to use Qontro in accordance with the Agreement; and
  - f neither use Qontro in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading.
- 5.3 The Customer must procure each Permitted User's compliance with clauses 5.1 and 5.2 and any other reasonable condition notified by the Company to the Customer.
- 5.4 A breach of any of these Terms by a Permitted User is deemed to be a breach of the Agreement by the Customer.
- 5.5 The Customer is responsible for procuring all licences, authorisations and consents required for it and its Permitted Users to use the Services, including to use, store and input Data into, and process and distribute Data through, Qontro.

## 6 DATA

- 6.1 The Qontro solution and the Data is hosted by third parties. The Company is responsible for managing third party data hosting and backup services. Data backup is carried out by the third party data hosting provider: (currently Amazon Web Services) The AWS backup system runs multiple times a day on the Live System (Using Amazon's Snapshot Technology)
- 6.2 You acknowledge that:
- a the Company may require access to the Data to exercise its rights and perform its obligations under the Agreement; and
  - b to the extent that this is necessary but subject to clause 9, the Company may authorise a member or members of its personnel to access the Data for this purpose.
- 6.3 The Customer must arrange all consents and approvals that are necessary for the Company to access the Data as described in clause 6.1.
- 6.4 You acknowledge and agree that:
- a the Company may:
    - use Data and information about the Customer's and Permitted Users' use of the Services to generate anonymised and aggregated statistical and analytical data (**Analytical Data**); and
    - use Analytical Data for the Company's internal research and product development purposes and to conduct statistical analysis and identify trends and insights.
  - b the Company's rights under clause 6.4a above will survive termination of expiry of the Agreement; and
  - c title to, and all Intellectual Property Rights in, Analytical Data is and remains the Company's property.
- 6.5 You acknowledge and agree that to the extent Data contains personal information, in collecting, holding and processing that information through the Service, the Company is acting as the Customer's agent for the purposes of the Privacy Act 1993 and any other applicable privacy law. The Customer must obtain all necessary consents from the relevant individual to enable the Company to collect, use, hold and process that information in accordance with the Agreement.
- 6.6 You agree that the Company may store Data (including any personal information) in secure servers outside New Zealand and may access that Data (including any personal information) outside and within New Zealand from time to time.
- 6.7 The Customer indemnifies the Company against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by the Company's solicitors) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable, incorrect or misleading.

## 7 FEES

- 7.1 The Customer must pay the Company the Fees.
- 7.2 The Company will provide the Customer with valid GST tax invoices on the dates set out in the Subscription Agreement or Statement of Work (or otherwise agreed in writing), or if there are none:
- a for the monthly subscription Fees for Qontro, monthly in advance of the relevant month; and
  - b for Additional Services, monthly in arrears for Additional Services provided in each month.
- 7.3 The Fees exclude GST, which the Customer must pay on taxable supplies.
- 7.4 The Customer must pay the Fees on the dates set out in the Subscription Agreement or Statement of Work (or otherwise agreed in writing), or if there are none:
- a for the monthly subscription Fees for Qontro for each month, in advance of the relevant month, by direct debit;
  - b for Additional Services, by the 20th of the month following the date of invoice; and
  - c electronically in cleared funds without any set off or deduction.
  - d by direct debit, bank transfer, or by automatic payment at the Company's option
- 7.5 The Company may charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate equal to the corporate overdraft reference rate (monthly charging cycle) applied by the Company's primary trading bank as at the due date (or, if the Company's primary trading bank ceases to quote that

rate, then the rate which in the opinion of the bank is equivalent to that rate in respect of similar overdraft accommodation expressed as a percentage) plus 2% per annum.

- 7.6 The Customer must pay any costs incurred by the Company for the collection of any overdue Customer debts
- 7.7 The Company may increase the monthly subscription Fees for Qontro:
- a in accordance with any Fee adjustment rights set out in the Subscription Agreement; and
  - b by giving at least 30 days' notice (but not during the Initial Term). If Customer does not wish to pay the increased Fees under this clause 7.7b, it may terminate the Agreement on no less than 10 days' notice, provided the notice is received by the Company before the effective date of the Fee increase. If Customer does not terminate the Agreement in accordance with this clause, it is deemed to have accepted the increased Fees.

## 8 INTELLECTUAL PROPERTY

- 8.1 Subject to clause 8.2, title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the Company's (and its licensors') property. You must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.
- 8.2 Title to, and all Intellectual Property Rights in, the Data (as between the Company and the Customer) remains the Customer's property. You grant the Company a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of the Company's rights and performance of its obligations in accordance with the Agreement.
- 8.3 To the extent not owned by the Company, you grant the Company a royalty-free, transferable, irrevocable and perpetual licence to use for the Company's own business purposes any know-how, techniques, ideas, methodologies, and similar Intellectual Property used by the Company in the provision of the Services.
- 8.4 If you provide the Company with ideas, comments or suggestions relating to the Service or Underlying Systems (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Company; and
  - b the Company may use or disclose the feedback for any purpose.
- 8.5 You acknowledge that the Service may link to third party websites or feeds that are connected or relevant to the Service. Any link from the Service does not imply that the Company endorses, approves or recommends, or has responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, the Company excludes all responsibility or liability for those websites or feeds.

## 9 CONFIDENTIALITY

- 9.1 Each party must, unless it has the prior written consent of the other party:
- a keep confidential at all times the Confidential Information of the other party;
  - b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use; and
  - c disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 9.1a and 9.1b.
- 9.2 The obligation of confidentiality in clause 9.1 does not apply to any disclosure or use of Confidential Information:
- a for the purpose of performing a party's obligations, or exercising a party's rights, under the Agreement;
  - b required by law (including under the rules of any stock exchange);
  - c which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
  - d which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality; or

- e by the Company if required as part of a *bona fide* sale of the Company's business (assets or shares, whether in whole or in part) to a third party, provided that the Company enter into a confidentiality agreement with the third party on terms no less restrictive than this clause 9.

## 10 WARRANTIES

- 10.1 Each party warrants that it has full power and authority to enter into, and perform its obligations under, the Agreement.
- 10.2 To the maximum extent permitted by law:
  - a the Company's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under Part 3 of the Contract and Commercial Law Act 2017) are expressly excluded; and
  - b the Company makes no representation concerning the quality of the Services and does not promise that the Services will:
    - meet your requirements or be suitable for a particular purpose, including that the use of the Service will fulfil or meet any statutory role or responsibility the Customer or a Permitted User may have; or
    - be secure, free of viruses or other harmful code, uninterrupted or error free.
- 10.3 You agree and represent that you are acquiring the Service, and accepting the Agreement, for the purpose of trade. The parties agree that:
  - a to the maximum extent permissible by law, the Consumer Guarantees Act 1993 and any other applicable consumer protection legislation does not apply to the supply of the Service or the Agreement; and
  - b it is fair and reasonable that the parties are bound by this clause 10.3.
- 10.4 Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the Company's liability for any breach of that condition or warranty is limited, at the Company's option, to:
  - a supplying the relevant Service again; and/or
  - b paying the costs of having the relevant Service supplied again.

## 11 LIABILITY

- 11.1 The Company's maximum aggregate liability to the Customer under or in connection with the Agreement or relating to the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any Year exceed an amount equal to the Fees paid by the Customer under the Agreement in the month preceding the date of the first event giving rise to liability.
- 11.2 To the maximum extent permitted by law, the Company is not liable or responsible to any person other than the Customer (including the Permitted Users) for any claim, damage, loss, liability and cost under or in connection with the Agreement, the Services, or that person's access and use of (or inability to access or use) the Services. This exclusion applies regardless of whether the Company's liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise. Permitted Users' sole recourse in relation to the Agreement, the Services, or the Permitted User's access and use of (or inability to access or use) the Services is to the Customer.
- 11.3 No party is liable to the other under or in connection with the Agreement or the Services for any:
  - a loss of profit, revenue, savings, business, use, data (including Data), and/or goodwill; or
  - b consequential, indirect, incidental or special damage or loss of any kind.
- 11.4 Clauses 11.1 to 11.3 do not apply to limit the Company's liability under or in connection with the Agreement for:
  - a personal injury or death;
  - b fraud or wilful misconduct; or
  - c a breach of clause 9.
- 11.5 Clause 11.3 does not apply to limit the Customer's liability:
  - a to pay the Fees;
  - b under the indemnity in clause 6.7; or

c for those matters stated in clause 11.4a to 11.4c.

11.6 Clause 11.3 does not apply to limit a Permitted User's liability for those matters stated in clause 11.4a to 11.4c.

11.7 Neither party (**first party**) will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party, its personnel or, where the Company is the first party, the negligence or misconduct of the Customer, a Permitted User, or their respective personnel.

11.8 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement or the Services.

## 12 TERM, TERMINATION AND SUSPENSION

12.1 Unless terminated under this clause 12, the Agreement:

a starts on the Start Date and continues for the Initial Term; and

b at the end of the Initial Term, continues until the Company gives at least 90 days' notice to the Customer, or the Customer gives 90 days' notice to the Company, that the Agreement between the Company and the Customer will terminate on the expiry of that notice.

12.2 The Company or the Customer (**Terminating Party**) may, by notice to the Customer or the Company (respectively) (**Defaulting Party**), immediately terminate the Agreement if the Defaulting Party:

a breaches any material provision of the Agreement and the breach is not:

- remedied within 10 days of the receipt of a notice from the Terminating Party requiring Defaulting Party to remedy the breach; or
- capable of being remedied; or

b becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

12.3 The Customer may terminate the Agreement in accordance with clause 7.7.

12.4 If you are a Permitted User, the Agreement between you and the Company and your right to access and use Qontro will terminate when the Agreement between the Company and the Customer terminates.

12.5 Termination of the Agreement does not affect any party's rights and obligations that accrued before that termination.

12.6 On termination of the Agreement, the Customer must pay all Fees for the provision of the Services prior to that termination.

12.7 No compensation is payable by the Company to the Customer or any Permitted User as a result of termination of the Agreement for whatever reason, and the Customer will not be entitled to a refund of any Fees that it has already paid.

12.8 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of the Agreement but subject to clause 12.9, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

12.9 On termination of the Agreement, the Company may delete all of the Data stored using Qontro. The Customer is responsible for downloading a copy of any Data it receives, or on request the Company will provide a copy, prior to termination.

12.10 Without limiting any other right or remedy available to the Company, the Company may restrict or suspend the Customer's or any Permitted User's access to and use of Qontro and/or delete, edit or remove the relevant Data if the Company considers that the Customer or a Permitted User has:

a undermined, or attempted to undermine, the security or integrity of Qontro or any Underlying Systems;

b used, or attempted to use, Qontro:

- for improper purposes; or
- in a manner, other than for normal operational purposes, that materially reduces the operational performance of Qontro;

c transmitted, inputted or stored any Data that breaches or may breach the Agreement or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or



d otherwise materially breached the Agreement.

12.11 For the purposes of this Clause 12, Material provisions of this agreement include clauses 4, 5, 6,7,8,9,10.

## 13 GENERAL

- 13.1 No party is liable to any other for any failure to perform its obligations under the Agreement to the extent caused by Force Majeure.
- 13.2 Other than the Permitted User's right to access and use Qontro in accordance with the Agreement, no person other than the Customer and the Company has any right to a benefit under, or to enforce, the Agreement.
- 13.3 For the Company to waive a right under the Agreement, that waiver must be in writing and signed by the Company.
- 13.4 Subject to clause 6.5, the Company is an independent contractor, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.
- 13.5 If the Company needs to contact you, it may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications. You may give notice to the Company under or in connection with the Agreement by emailing [charles@gontro.com](mailto:charles@gontro.com).
- 13.6 The Agreement, and any dispute relating to the Agreement or the Services, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with the Agreement or the Services.
- 13.7 Clauses which, by their nature, are intended to survive termination of the Agreement, including clauses 6.7, 8, 9, 11, 12.4 to 12.9 and 13.6, continue in force.
- 13.8 If any part or provision of the Agreement is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from the Agreement. The remainder of the Agreement will be binding on you.
- 13.9 Subject to clauses 2.1 and 7.7, any variation to the Agreement must be in writing and signed by both parties.
- 13.10 The Agreement sets out everything agreed by the parties relating to the Service, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the Service that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986, and that it is fair and reasonable that the parties are bound by this clause 13.10.
- 13.11 You may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the Company's prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under the Agreement despite any approved assignment, subcontracting or transfer.
- 13.12 The Company may at any time assign this agreement in whole or in part, including the assignment of any payment made by the Customer hereunder to any person, company or business entity.



## Schedule

### 1 SUPPORT AND MAINTENANCE

In this Schedule:

*Business Days* means Monday to Friday excluding public holidays in Auckland, New Zealand.

*Documentation* means the Qontro user guides and technical documentation.

*Issue Manager* means the issue management system made available to the Customer within Qontro.

*Priority* and *Target Response Time* have the meanings provided in Table 1 below

*Support Hours* means 7am – 4pm (Auckland time) on any Business Day.

*Support Services* means the support services described in this Schedule.

1.1 The Company will provide Support Services as set out below:

1.2 Response Times:

- a Non-urgent requests (priority 3 and priority 4) and all other account and general administration queries shall be raised via Issue Manager. Issue Manager allows the Customer to update images or supporting documents to the issue.
- b For priority 1 and priority 2 requests, support may also be accessed via phone at +64 (9) 524 2139.
- c For priority 2, 3 or 4 support incidents, only hours and days within the Support Hours count towards response times
- d The Company will use reasonable efforts to meet these targets but will have no liability to the Customer if the targets are not met

1.3 Fees and Charges:

- a Support services shall be provided at no charge where they relate to a fault or bug or similar issue with Qontro.
- b Where the services relate to training/familiarisation enquiries, customer induced errors due to incorrect use of the system, changes to users, IP addresses, hardware including printers, and any accounting or other related advice, charges will apply at the standard rates. Customers will be advised if any charges will apply to the service request.
- c Where requested by the Customer, and unless otherwise agreed in a Statement of Work, any support that is not in the scope of the Support Services will be charged on a time and materials basis at the Company's standard rates.

1.4 Requirements of the Customer:

- a supplying working access credentials for all relevant systems and applications;
- b first using reasonable efforts to resolve the issue by referring to the system help topics; and
- c logging the issue via Issue Manager, provided that, in the case of a priority 1 and 2 support incident, the Customer may contact the Company via the telephone number set out above.
- d Providing all information reasonably required to address the incident within the applicable resolution target
- e paying all Fees, and using the system in accordance with the Subscription Agreement

**Table 1: Priorities and Target response times**

Priority	Description	Target Response Time
1 – Critical	Qontro is down or is causing major problems to the Customer in the operation of its normal business.	Within 1 hour of the support request being logged
2 – Major	Defective Qontro functionality leading to severe loss of service in the Customer's operating environment (e.g. subset of critical functionality down or inoperable); significant business impact.	Within 4 hours of the support request being logged
3 – Medium	A function of the Qontro is unavailable or not working as specified; important issue without significant immediate operational impact; other functions are working normally; a request for information about the Qontro where the information is required urgently.	Within 2 Business Days of support request being logged
4 – Minor	A function of Qontro is not working as specified and has little or no operational impact; a request for information about Qontro where the relevant information is not required urgently.	Within 3 Business Days of support request being logged