



**Passage Software Ltd
Help Desk Access,
Consultancy
And
Development Services**

Accepted By:	Accepted By: PASSAGE SOFTWARE LTD
Signed:	Signed:
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Title:	Title:
Date:	Date:

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1. Client Support

It is the objective of Passage Software Ltd to provide a flexible, high quality range of support services to our clients. The support services can be broadly defined in three areas

- **Help Desk Support.**
- **Consultancy, development and training services.**
- **Product Cover.**

2. Introduction

This document describes the systems and procedures for the allocation of support services to Passage Software customers in New Zealand. These support services are available from the moment you purchase your software. You will be able to access the help desk immediately on taking up your contract.

During installation and implementation of the system, the Help Desk Support service will be used by your business partner or consultants on your behalf. In order to provide you with a quality service we recommend you follow the procedures and guidelines outlined in this document.

The principle areas covered are:-

- *Available Support Services*
- *Overview of Support process*
- *How to access the available support services*
- *Who to contact for additional services*
- *The framework of target response times and priorities*

Passage Software Ltd reserves the right to amend this document and the procedures outlined within, at our discretion.

3. Help Desk Support

The Passage Help desk is your first contact in the support process. The team is responsible for the following services:-

- *Analysis and diagnosis of Customer's fault logs including remote diagnostics.*

- *Provision of available program patches & workarounds as required.*
- *Determination of possible solutions*

If you have a current paid up Help Desk contract the first half hour of each call is free. After the first half hour the incident will become chargeable at prevailing rates.

If you do not have a help desk contract you will be required to purchase and pay for support at the prevailing rates.

Help Desk Support is distinct from Consultancy and Product Cover.
The following describes the help Desk Support services in more detail:

Help Desk Support

Help Desk Support will address problems which result from normal day-to-day processing. Any problems that fall outside of this will be referred to the relevant Consultant, who in turn will arrange to provide assistance either on-site or via remote access. On-site consulting is outside the services of Help Desk Support and will therefore be charged at the prevailing Consulting rate. On occasion, Help Desk Support may be requested to make some changes on behalf of The Client and such changes will also be charged at the prevailing rate. The Help Desk Support Consultant will notify the client of this charge and confirm acceptance before making any such changes.

- ***Software Fault Fixes & Workarounds***

Software suppliers make every effort to supply defect free software. However, occasionally software defects do arise that affect the operation of the product. In this event the Help desk is responsible for supplying the defect fix. Where the defect appears intermittent, immediate diagnosis is not possible or the software is adversely affected by non-defect related issues appropriate advice, assistance or workarounds will be provided.

The client should ensure that two named individuals who have been trained on the appropriate Sage Pastel products have performed an initial analysis of the problem and document it to Passage Support with the appropriate priority and all relevant documentation.

- ***Provision of Product Patches***

Even in a smooth running operation we recommend that the client keeps up to date with the latest Patches on a regular basis. This service is included and the frequency is agreed between the client and the Support Centre. The client must ensure that patches are installed in a timely manner on receipt of the media.

Consultancy, Training and Technical Services.

*These services are **not** included in Help Desk Support.*

- *On-going consultancy and training of, and assistance to new or existing users in operating procedures or features of the software.*
 - *Operating System (e.g. Windows, Vista, UNIX) and Database system administration and maintenance.*
 - *Analysis and fixing of Data Corruption*
 - *Installation, data conversion and training for new enhancement releases or new software versions or brands.*
 - *On-site visits*
 - *Support on Report Writer, Data Manager and Bespoke developments.*
 - *Data Corruptions*
-

These will all be passed to a Consultant. If the data corruption can be fixed by remote connection, this may be addressed by help desk consultant. If it is not possible to address the data corruption by remote connection, then a Consultant will be allocated to consult on-site.

- **Reconciliations**

Wherever in-depth assistance with reconciliation is required or reconciliation needs to be addressed on behalf of a User, a Consultant will be allocated to consult on-site or remotely.

- **Report Writer Queries**

All requests for report writing should be directed to the relevant Consultants. In the event that they are not able to accommodate the request promptly, Help Desk may be requested by The Client to assist. Any changes to existing reports are treated in the same way.

- **System Crashes**

These should automatically be passed to a Consultant who will arrange to go out to site or connect remotely. If the system crash can be resolved by a straight forward restore, then no site visit will be required.

- **Forms Editing/Menu Maintenance**

Should the User require forms editing / menu maintenance, the option of allocating a Consultant to complete the required tasks will be recommended. Should the User have a remote access and require simple changes to a form or menu, Help Desk Support will assist. Any forms editing done on behalf of The Client will be charged at the prevailing consulting rate.

- **Installing new printers/Upgrading existing printers**

When new printers are installed or changes are made to the network which results in printers requiring setup changes, arrangements should be made for a Consultant to be on site when the hardware vendor has implemented those changes. In the event that it is not possible for a Consultant to be on site then Help Desk Support will endeavour to assist with resolving the printing problems telephonically or via remote access.

- **Program version upgrades**

As new versions become available arrangements will be made for a Consultant to install the upgrade at The Client, thus ensuring that Users are always running current versions of the software.

The initial request for any additional services can be logged through the Support Centre. Customer's will be required to raise a Purchase Order or sign a Passage works order for these services at Passage's prevailing rates and these requirements will be treated as separate jobs.

For Operating System and Database System administration we recommend that Customers assign a person to be responsible and attend training in the appropriate Operating System version (e.g. Windows, UNIX version) and Relational Database where relevant. In small organisations where such resource cannot be justified we recommend that a System Administration agreement is contracted to a relevant third party such as the Operating System and/or hardware supplier.

The following describes the consultancy, technical and training services in more detail:

- **Application Consultancy**

This service allows clients to place 'query' calls through the Support Centre (e.g. where there may be a lack of understanding of a particular feature even when a training course has been completed or the client is not sure whether the software performs a certain function or not). One of our Applications Consultants will provide a solution or recommend an alternative route (i.e. Work around or enhancement request).

The placing of calls is restricted to two named individuals per company who must have had reasonable training on the product and must be able to demonstrate that some investigative work, especially investigation of training and help material, has taken place prior to the call being placed.

- **Technical Issues**

Where factors other than software defects have resulted in complete or partial system failure advice and guidance will be given as required. If these measures do not rectify the situation additional services may be recommended.

The client must ensure that regular backups are taken which include a Full System backup as well as daily backups to ensure that a recovery can be affected if required.

- ***Report Writer Queries***

As with Application Support this service allows clients to place 'query' calls through the Support Centre (e.g. where there may be a lack of understanding of a particular feature even when a training course has been completed or the client is not sure whether the software performs a certain function or not). The call is passed to one of our Report Writer specialists who will try to resolve the issue for the client. It is understood that when using Report Writer clients are always looking for new ways to retrieve the data and pushing the product into new areas.

The client should send details of the report definition and any outputs produced together with the actual query. This will enhance the ability of the consultants to resolve the issue quickly. These queries should also be channelled via the two named client representatives.

- ***Issuing of Log Status Reports***

The client can be sent a Monthly Log Status Report which will detail those logs which have been closed since the last report as well as all those currently 'open' and being actioned. The status is shown together with an estimated resolution date for that status. "On request" reports may be obtained by contacting the Support Centre and requesting a report.

The client should review the status report and advise support as soon as possible if there are any queries or logs requiring a higher priority.

- ***Training Recommendation***

Where a trend of query calls develops, Passage will recommend that the client takes up some training or consultancy to enhance the skill level of key users.

The client must be aware that this service is not a route to obtain training over the telephone which would compromise the service available to all customers. Individuals who have not been trained and place calls with Help Desk Support will be referred to the Account Manager to book training or consultancy as required.

General Requirements

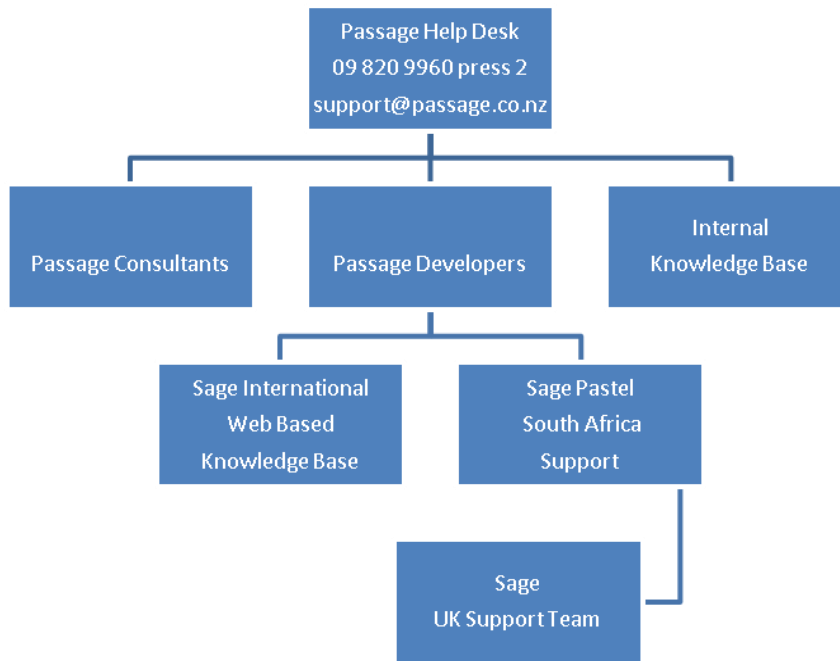
Consultancy, technical and training requirements will be chargeable at the current hourly / daily rate as appropriate. Clients must take daily backups of their Sage Pastel product environment together with regular Full System backups. Clients must allow Passage Support access to their system. Failure to do this may require on-site visits which will be chargeable or the issue/problem in question being unresolved.

4. Product Cover may entitle you to

- *Provision of Product Enhancements. I.e. new features and new versions*
- *Provision of service packs or patches as required and available*
- *Provision of End user Documentation.*
- *Ability to submit Product Enhancement requests.*

Each product has its own Product Cover; plan details are available on request

5. Passage Support Process



All calls must be logged through the help desk and then will be passed to the appropriate consultant.

6. Access to Support Services

Support services are provided by Passage during the following office hours.

Monday to Friday : - NZT 8:30 a.m. - 5:00 p.m.

At times when the support consultants are unavailable, including lunch breaks, weekends and on Auckland or NZ Public Holidays or in the event of an unexpected interruption in service (e.g. Building Evacuation) an Answer phone will allow the client to leave a message with the Support Centre.

The Support Centre is designed to deal with multi-user sites and therefore we require that there are named individuals only who are able to contact the Support Centre. This is normally restricted to one or two individuals in the customers Information Systems department or “Super Users” who can represent the details of any problems identified. This enables the client to track what is going on at the site(s) as well as allowing the use of prioritisation to channel our resources on those issues that may have a business priority. Calls from other individuals will be qualified to ensure that the customer’s representative is properly trained.

Logs are normally made via Phone or E-mail so that the consultants spend the maximum amount of time working on the customer’s calls.

We recommend that all faults / queries are logged via Phone or E-mail

- **Site Visits or Remote Access**

Site Visits are not included in the Support Contract and if required would be deemed chargeable at the current daily / hourly rate plus travelling expenses. Under these circumstances an authorization of the chargeable activity would be required prior to despatching the consultant. This is due to the fact that we appreciate that a Purchase Order may take too long to raise therefore an email will suffice.

7. Call Logging

All calls are logged in to the help desk system for processing. They are then responded to appropriately and allocated or escalated as required

Each call is allocated to a Support Consultant who is made aware of the new issues and endeavours to respond to the call within the target time for the log classification. The priority of the support issues may be re-assessed by the Support Consultant during first diagnosis with the new priority being advised to the customer.

APPENDIX

Appendix A: - Contact Details

The following lists the support related telephone numbers to be used

<i>Call Logging Service</i>	<i>(09) 820 9960 (press 2)</i>
<i>E-mail</i>	support@passage.co.nz
<i>Web-site</i>	www.passage.co.nz

The address of the Support Centre is:-

- *Passage Software Ltd
485C Rosebank Rd Avondale
P O Box 15-408
New Lynn
Auckland*

Appendix B: - Escalation Procedure

Often circumstances surrounding a support issue change. In order to raise the priority of such issues the following actions are recommended:-

- *First contact the Support Centre in order to re-prioritise existing issues as appropriate.*
- *Second contact your allocated consultant.*
- *If your Support Consultant is unavailable contact a Director.*

Our aim is to prevent you having to escalate Support issues by closely monitoring call progress and communicating with you on a regular basis. The Support Consultant and Support Centre are the focal point of this process.

GENERAL

- *Logs may be escalated by calling the Support Centre who will raise the priority of the log and advise the consultant.*
- *For business critical issues contact the Support Centre who will notify a Director immediately to authorise the allocation of a consultant to assist with the issue in question.*
- *The highest escalation generally is to contact a Director directly to discuss the issue.*
- *Should the log result in acknowledgement by the Worldwide Development Centre (UK) that a product defect exists, you will be notified of the following options*
 - *A patch is available on our Web site or*
 - *A Maintenance Release (MR) number has been allocated. This number can then be referenced back when receiving product upgrades ensuring the logged problem is resolved in that upgrade.*

Appendix C: - Log Prioritisation & Response

The following list is a guide to the response times appropriate to different situations. The initial prioritisation is under the Client's control but may be adjusted by the Support Consultant or Support Manager following consultation with the Client. The times below indicate the time to first response upon which the first diagnostic review will take place and the course of action and subsequent priority agreed. Following the first diagnostic review, support logs for issues that are not defect related may be closed at Passage's discretion.

- **4 Hour Response (Priority 1 - System Down)**
The client is unable to use a feature of the software that is business and time critical in a live situation.
- **24 Hour Response (Priority 2 - High Priority)**
The client is unable to use a feature of the software. The issue is not stopping critical business operations but is causing major inconvenience.
- **48 Hour Response (Priority 3 - Normal)**
Client is unable to use a feature of the software. The issue is not stopping critical business operations and is not causing major inconvenience or is scheduled after higher priority issues.
- **7 Day Response (Priority 4 - Low Priority)**
General query or minor issue to be resolved as higher priority issues permit or notes and observations supplied to Passage by the customer for Passage's information (e.g. Enhancement, Documentation or minor defects). Any training issues will also be logged at this priority.

In the event that Passage changes the priority of a log, an e-mail will be sent to the Client stating the new priority.

Appendix D: - Remote Diagnostics

Remote diagnostics may be performed on the client premises by appropriate telecommunications methods. The basic level of support service will be significantly improved when:-

- ***The client has installed a recommended communications equipment previously tested for compatibility by Passage Support staff.***
- ***The above equipment is available and in good working order.***
- ***Remote access is not denied on security grounds.***

Remote Access is a substitute for a site visit and will be a chargeable item. We believe the most effective support can be provided from our premises as other Passage staff can be called upon as necessary. Minimum recommended access is as follows:

- ***Citrix or Microsoft Terminal Services***
- ***Go to Assist***

Appendix E: - Additional Services Contact Passage for the following:

<i>Consultancy</i>	<i>Technical Consultancy</i>	<i>Training</i>
<i>Development</i>	<i>Conversion to new Platform</i>	<i>Upgrades</i>
<i>Report Writer</i>	<i>Forms & menu designs</i>	<i>ODBC Integration</i>

Passage Software Ltd

Standard Terms & Conditions for the provision of Services and Products

A) Provision of Credit.

- 1) The Client (hereafter Client) will pay Passage Software the fees applicable to the service or product purchased.
- 2) Payment is due 14 days from date of invoice or the due date specified on the invoice.
- 3) Deposits are due before any work commences and are non-refundable.
- 4) Utilisation of PASSAGE services or purchase of products is deemed acceptance of these terms and conditions.
- 5) Until payment is made in full PASSAGE retains title and ownership of any products and may repossess such items at any time whilst they remain unpaid.
- 6) All costs incurred in collecting any debt will be charged to the client and the client is liable to reimburse PASSAGE for these costs.
- 7) Full license keys will not be issued until payment has been fully cleared through the banking system into Passage's bank account.
- 8) If payment is not made in full by the due date, Passage Software Ltd is entitled to charge you daily interest on the unpaid overdue balance at the rate of 5% per annum above the current base overdraft rate charged by Passage Software Ltd bankers, compounding monthly owing on the first day of each month, until payment is received in full.
- 9) Breach of these terms shall entitle Passage at its option, to suspend cancel or with hold any or all services
- 10) Passage Software Ltd reserves the right to amend these terms and conditions at its discretion
- 12) Updated Terms and Conditions are available from our web site: www.passage.co.nz

B) Provision of Software Services and/or Modifications

- 1) PASSAGE and/or the Authors of the software retain copyright, title, intellectual property rights at all times.
- 2) No consent is granted to the Client to make modifications except through the authorised services of PASSAGE or its agents.
- 3) PASSAGE will invoice on the agreed terms and the client will pay in accordance with the terms in clause A1-2.
- 4) Renewal of Help Desk, Maintenance or Cover will be billed on the anniversary of the installation of your Sage Pastel Product. A minimum of thirty (30) days written notice to cancel the contract must be given by you to Passage Software Limited or a 30% cancellation fee will apply. Help Desk, Cover or Maintenance is an annual fee non refundable and payable in advance. Reinstatement fees will apply

C) Termination and Breach

- 1) If the Client fails to comply with any of the provisions of this agreement and does not rectify such non-compliance within 7 days of PASSAGE giving notice either in writing, fax or email, then PASSAGE may without prejudice to any other rights or remedies and without being liable to the Client for any loss or damage that may result, give notice to the Client terminating their right to use the software. Upon termination of the agreement the Client shall lose all right to use the products that are the property of PASSAGE and shall forthwith deliver the products to PASSAGE and destroy all copies made. The Client shall certify in writing that the copies have been destroyed.
- 2) Until such breach is remedied Passage may at its discretion refuse to supply any service or product.

D) Miscellaneous

- 1) Consumers Guarantee Act 1993 (CGA). The following clauses adhere to standard CGA business practices that ensure that CGA obligations are contracted out of, where possible (specifically when sales relate to business activities).
- 2) If you are purchasing or holding yourself out as purchasing the Services or Products for a business purpose then the provisions of the CGA are excluded from this supply agreement.
- 3) This agreement constitutes the agreement between PASSAGE and the client hereby acknowledges that no reliance is placed on any representation made but not embodied in this agreement.
- 4) Query Process any query should be faxed to 09 820 1890 or emailed to accounts@passage.co.nz.

E) Rates & Fees

- 1) The standard hourly rate is that set by PASSAGE and may be varied from time to time.
- 2) The rate for after hours service is 1.5 times the standard rate for a minimum of the 2 hours, and then 1.5 times the standard rate per hour or part thereof minimum units of 1 hour.
- 3) All rates quoted in this agreement exclude G.S.T. or local applicable taxes.
- 4) All expenses are charged to client and any travel time is charged at normal rates.



PASSAGE SOFTWARE LTD ORDER FORM

The Purchaser agrees to buy and Passage Software Ltd agrees to sell the following

End User		Delivery To/Site Address	
Name:		Street:	
Street:		Suburb:	
Suburb:		City:	
P.O. Box No:		Contact Name:	
		Phone:	
City:		Email:	
Customer Order No:	Customer No:	Date:	
Quantity	Product Code	Description	Price
1			
1	Help Desk Incident	½ hour investigation of problem	\$100.00
	Consultancy		

Help Desk is mandatory for the first year, various products are an annual license to use, and can be paid either in full or by monthly direct debit from your bank account. Payments can be made to Passage Software at any Westpac Bank Account: Direct Credit to 03-0118-0162216-00 or Visa / MasterCard (fees may apply). Renewal of Help Desk, Maintenance or Cover will be billed on the anniversary of the installation of your product. A minimum of thirty (30) days written notice to terminate the contract must be given by you to Passage Software Limited or a 30% cancellation fee applies. Maintenance is an annual fee non refundable and payable in advance.
 Reinstatement costs apply. All Prices exclude GST

I/We accept the Terms and Conditions herein attached

Signed by End User :		Date ___/___/___
Name :	Title :	

PAYMENT: CREDIT CARD AUTHORISATION

Credit Card Type (Circle one)	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Visa
Credit Card Number		Expiry Date
Card Holders Name		
Signed	Date: / /	
Amount	\$	

I/We authorize Passage Software Limited to debit my/our credit card with all amounts which Passage Software Ltd may initiate. I acknowledge that once the process has been initiated that Passage Software Ltd will confirm by way of written confirmation of each transaction.