



IT Support Service Agreement

Definitions

“ProSystem”	Means ProSystem Limited, whose registered address is 2 nd Floor, Sukonna Tower, 35 Mirpur Road, New Market, Dhaka – 1205 and are registered at Registrar of Joint Stock Companies and Firms in Bangladesh under company number C-177767
“The Customer”	means the Company who have received the ProSystem IT Service Contract which has been signed by an authorized representative who is legally allowed to procure IT Support Contracts and Third-Party Software on behalf of the company.
“Agreement”	means the agreement between The Customer and ProSystem to accept the terms and conditions of the IT Support Service Agreement.
“Commencement Date”	means the date ProSystem starts to implement any IT Support Contracts and Third-Party Software detailed within the Contract.
“Contract End Date”	means the contract end date of any IT Support Contracts and Third-Party Software detailed within the Contract.
“Contract Period”	means the length of contract stated on the ProSystem Contract which The Customer agrees to pay monthly rental charges for any IT Support Contracts and Third-Party Software.
“Service Charges”	means the monthly cost of any IT Support Contracts and Third-Party Software detailed with the Contract.
“IT Support Contracts”	means the support offered by ProSystem to The Customer to help keep The Customers existing and any new IT Hardware and Software services up and running within the guidelines of this Agreement
“Third Party Software”	means software from a third-party provider which ProSystem is providing to the customer within the guidelines of the Agreement
“Order Attachment”	Are supplementary invoices to The Customer’s on-demand IT requirements which are billed separately within the guidelines of this Agreement



Terms and Conditions

1. Start date and period of cover

- 1.1. By completing and signing the Contract The Customer is agreeing to the terms and conditions set out within the Agreement
- 1.2. This Agreement is valid for the Contract Period as set out on the Contract from the Commencement Date.
- 1.3. The Contract End Date will be the last day of the Contract Period.
- 1.4. The period of cover will be continuous until written notification of termination of the Agreement is received by ProSystem (subject to terms in this Agreement).
- 1.5. Any amendment or supplementation to the Order Attachment shall be in writing signed by the parties, which references this Service Agreement.

2. Standard Hours of Support

- 2.1. Standard support service times are 10am to 6pm Sunday to Thursday (excluding public holidays).
- 2.2. Out of hours support requests shall be dealt with as per paragraph 23.

3. Equipment and licensing obligations

- 3.1 The customer will be ultimately responsible for the appropriate and up to date licensing of software and hardware warranties used in conjunction with their business. This is not ProSystem's responsibility, however from time to time we may advise you of any software and hardware warranties which are due to expire

4. Services

- 4.1. When a service does not begin on the first day of the month, or end on the last day of the month, the charge for the portion of the month in which services were furnished will be calculated on a pro-rated basis with every month considered to have 30 days.
- 4.2. If the customer fails to pay any amounts owed to ProSystem when due, ProSystem may discontinue or suspend service without incurring any liability to Customer. In addition, ProSystem shall be entitled to all other remedies allowable by law.
- 4.3. If Customer cancels a service ordered pursuant to an Order Attachment prior to the completed installation of the service, but after the execution of the Order Attachment, Customer shall pay all reasonable costs incurred by ProSystem in the implementation of the service included in the Order Attachment prior to receipt by ProSystem of written notice of cancellation.
- 4.4. If Customer cancels a service included in an Order Attachment at any time after the completion of the service installation, but prior to the expiration of the service period set forth in the Order Attachment, Customer shall incur a termination liability equal to 50% of the balance of all



recurring charges remaining due during the term of the Agreement. Non-recurring fees will be assessed 100% of charges as referenced in paragraph 2 above.

- 4.5. ProSystem shall use reasonable efforts to complete the installation of the service(s) on or before the date specified in the Order Attachment, subject to the completion of the Customer's requirements with feedback.

5. Invoices

- 5.1. We will send you your first invoice at the beginning of the year after the IT Support Contracts and Third-Party Software services Commencement Date and thereafter on a yearly basis, but we shall be entitled to send you an invoice at a different time, which you shall pay in each case in accordance with paragraph
- 5.2. In consideration for the products and services, Customer shall pay the yearly and non-recurring (one-time) charges as also set forth within the Attachment. Customer shall pay the recurring charges yearly, in advance of the year in which service is provided. All non-recurring charges for the service(s) shall be included in the Order Attachment will be invoiced separately and paid by Customer before service is activated.

6. Confidentiality

- 6.1. All information shared between The Customer and ProSystem will be kept confidential at all times and ProSystem will not disclose any information, or any part thereof, to any person or third-party without The Customers written consent or a legal obligation placed upon ProSystem to do so.
- 6.2. Consent is deemed to be given by The Customer to enable ProSystem to disclose the necessary information to our officers, employees and third-party contractors for the purpose of carrying out the requirements of this Agreement.
- 6.3. The Customers systems shall be accessed by ProSystem for the purposes of evaluating, monitoring and maintaining data and network integrity and security for the purpose of supplying on going technical support as laid out in this Agreement only.

7. Force Majeure

- 7.1. None of the parties should be deemed in default of their obligations under this agreement, or shall be liable to the other to the extent that it is unable to perform all or any of its obligations under this agreement by reason of fire, earthquake, flood, epidemic, accident, explosion, strike, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God, or any ordinance or law.

8. Termination

- 8.1. Should The Customer at any point during this Agreement enter administration, liquidation or any other similar form of business process then This Agreement shall become null and void.



9. Notice Period

- 9.1. The Customer must provide written notice at least 30 days before the end of the contract period but no earlier than 120 days before the end of the contract period. Should The Customer not provide sufficient written notice at least 30 days before the end of the contract period then this agreement shall be automatically renewed for a further 12 month period.
- 9.2. Should this Agreement be automatically renewed, then the new Commencement Date shall be the end date of the original Contract Period or the latest elapsed Contract Period.

10. Early Termination

- 10.1. Should The Customer wish to end this Agreement before the end contract period then The Customer must pay the Service Charges which would have been invoiced on a monthly basis until the end of the Contract Period.
- 10.2. ProSystem will raise an early termination invoice which The Customer will be entitled to pay within 14 days of the invoice date

11. General

- 11.1. Except with the prior written consent from ProSystem, the Customer shall not be entitled to transfer the benefit of this agreement to any third party.
- 11.2. This agreement shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English courts.
- 11.3. This agreement and any appendices mentioned within are the entire agreement between the parties. No variations or extensions shall be effective unless made in writing and signed by the Customer and ProSystem.

12. Overview of Service

- 12.1. Telephone Support is offered five days a week, 8 hours a day (except on public and bank holidays in Bangladesh) where support calls can be logged for any problems relating to the ProSystem IT Support Service Agreement.
- 12.2. The ProSystem Helpdesk provides second line support to customer help desks. Calls are accepted from two named customer contacts. ProSystem will provide the following key responsibilities in support of the IT support services for which this SLA is offered
 - Agreed fault prioritization
 - Fault management and logging via service management system
 - Target Fault response timings
 - Hardware maintenance and fault management where provided under contract
 - Software upgrades and bug fixes for nominated supported software
 - Hand-over of faults/issues to 3rd party carriers



13. Customer responsibilities

- 13.1. The Customer should note that use of any supported hardware and software should be used as per the manufacturers or providers guide books. It is The Customer's responsibility to make sure their employees understand how to use the supported hardware and software. ProSystem takes no responsibility and shall not be held responsible for the training of The Customers employees to use The Customers software supported through this Agreement.

14. Contact Detail

- 14.1. For all queries relating to faults, issues and incidents – The Customer shall contract the ProSystem Support Helpdesk

Telephone: +880 1600330911

Email: support@prosystem.com.bd

15. Outline of the Support Process

- 15.1. The following defines the process involved in fault reporting and fault resolution. The ProSystem Technical Support Helpdesk will provide a single point of contact for handling fault issues. All problem reports are allocated a unique reference number for reference throughout the history of the fault.

16. Fault Reporting Process – Customer reported faults

- 16.1. ProSystem requires that The Customer provides first line support to make initial assessment of any fault raised by their user base to determine if the issue is related to hardware and software supported by ProSystem within this Agreement. Having assessed the problem and determined that the fault is (or could be) related to hardware and or software supported within this service level agreement then the customer shall report all faults to ProSystem Technical Support Helpdesk.

- The ProSystem Technical Support Helpdesk shall receive all fault, problem or incident reporting calls placed by the customer
- The Technical Support Helpdesk shall log and issue a support case reference
- Support case references will be logged against The Company with relevant details recorded of The Customer representative who reports the call and the fault, problem or incident details
- Progress for resolution any recorded fault or problem and provide updates and confirm resolution for test and closure



The following information should be provided when reporting the fault:

- Details of The Customer representative reporting the fault, including name, location, mobile telephone number and return contact number.
- Device or devices affected; User or users affected, service or functionality/ application affected, full address information and any access restrictions.
- A comprehensive statement pertaining to the problem, including the type of fault, e.g. loss of network connectivity, inability to connect to application/ total loss of service, hardware failure. This should also include any error indications identifies by the users and also the service impact upon the customer's ability to carry out its normal business
- Any specific requests or instructions
- Any other information felt relevant

16.2. ProSystem Technical Support Helpdesk shall issue a fault reference (cross referred to the customer's fault reference where applicable). This shall constitute fault acknowledgement. In the event that a priority 1 or 2 fault cannot be cleared remotely, ProSystem shall make arrangements for a Technical Support representative to attend site. Site attendance is solely at ProSystem discretion.

17. Basis of Timing

17.1. For purposes of fault response measurement – measurement is calculated from the time at which a fault acknowledgement is issued by the ProSystem Technical Helpdesk representative

18. Availability of service – Exceptions

- 18.1. Out of service time will be excluded from:
- Local geography or atmospheric conditions that may from time to time affect the ability to use The Customers IT hardware and or software.
 - Where ProSystem having followed stipulated access procedures; is unable to gain access to equipment on a customer premises in order to carry out necessary testing, maintenance or repairs to rectify any logged fault
 - Service downtime as a result of a successful Denial of Service or hacking attempt or where such an attempt is identified, and it is required that the service is shut down proactively by either end customer or ProSystem to protect any or all parties
 - Any circumstances or event (Force Majeure) beyond the reasonable control of ProSystem
 - Any failure of fault in hardware or software (code) which is referred to 3rd party manufacturers for fix over which ProSystem has no control or is out of scope for formal response targets



- Any services which are being delivered as part of a new product or service trial for which a separate and distinct agreement will be provided as required
- Any failure of connectivity which denies ProSystem or The Customer from accessing software or systems

19. Fault Prioritization

19.1. ProSystem has established a system for prioritizing service problems based upon the severity of the problem reported. Below is a guideline for defined priorities. At the time of placing the call, ProSystem will identify the likely priority of the incident using the guidelines below. The following table details the priority of calls for a particular scenario. The agreed priority will be recorded in the call details.

20. Fault Prioritization table

Priority	Description
1	Total loss of services – resulting in being unable to carry out normal operations
2	Severe disruption – whereas customer hardware and or software is causing continued service disruption
3	Specific error – whereas certain input is unable to function
4	Problematic – whereas customer hardware and or software is failing on an irregular basis
5	Non-critical – occasional failure to customer hardware and or software which can be overcome without undue difficulty – minor change to user status

21. Fault Rectification

21.1. Initial diagnosis of problems reported will be made remotely via scripted questioning or network management tools. ProSystem will make all reasonable endeavors to isolate the Fault and restore affected services and provide a work around to any network – hardware or software failure. As required – site attendance will be made to rectify any issues. On restoration of any fault, the call will be referenced back to the customer representative for confirmation and re-test before closure.

22. Target Service Levels

22.1. ProSystem shall use reasonable endeavors to fix or provide a work around to any service-related problem that affects the functionality, performance or availability of The Customers hardware and or software. ProSystem will make all reasonable endeavors to meet the service criteria detailed in the table below



Fault Category	Target Response Time	Progress Updates
Priority 1	1 hour from first acceptance of the fault	If the fault is not cleared during the response period (left), ProSystem will advise of progress being made to clear the fault. Updates will be every 1 hour from receipt of all relevant information.
Priority 2	2 hours from first acceptance of the fault	If the fault is not cleared during the response period (left), ProSystem will advise of progress being made to clear the fault. Updates will be every 4 hours from receipt of all relevant information.
Priority 3	12 hours from first acceptance of the fault	If the fault is not cleared during the response period (left), ProSystem will advise of progress being made to clear the fault. Updates will be available next day from receipt of all relevant information.
Priority 4	24 hours from the first acceptance of the fault	If the fault is not cleared during the response period (left), ProSystem will advise of progress being made to clear the fault. Updates will be every 24 hours from receipt of all relevant information.
Priority 5	48 hours from the first acceptance of the fault	If the fault is not cleared during the response period (left), ProSystem will advise of progress being made to clear the fault. Updates will be every 48 hours from receipt of all relevant information.

23. Out of Hours Support

23.1. All out of hours support through ProSystem has to be agreed contractually prior to a call out being raised. Out of Hours Support is only provided for the hardware and or software identified by The Customer which is supported under this Agreement. ProSystem will not accept responsibility for any fault found outside of the agreed customer hardware and or software. If Out of Hours Support is requested and an out of hours support contract is not in place then the standard hours rates shall apply – BDT1000 per hour Sunday to Thursday, BDT2000 per hour Friday and Saturday, BDT2000 per hour on Public Holidays.



24. Third Party Software

- 24.1. The Customer understands that any Third-Party Software which is quoted and digitally accepted by The Customer on the ProSystem Contract is not owned or manufactured by ProSystem. The Customer understands that by accepting this Agreement that they are fully aware that any Third-Party Software provided by ProSystem shall be governed by the particular Third-Party Software providers terms and conditions not this Agreement, except for the payment of Service Charges in line with the Contract Period. ProSystem will work with the Third-Party Software provider to manage any support requests or service issues The Customer may have in line with the Third-Party Software providers terms and conditions.

25. Limitations of Liability

- 25.1. We have no liability (howsoever caused including (without limitation) by negligence) for any loss of business, profits, revenue or savings you expected to make, wasted expense, financial loss, data being lost or damaged, lack of availability of IT and/or communications systems not provided by us, damage to reputation or for any liability for any loss that is not reasonably foreseeable or for any indirect or consequential loss.
- 25.2. Each part of this Agreement that excludes or limits our liability operates separately. If any part is disallowed or is not effective, the other parts will continue to apply.
- 25.3. We are not responsible for any pricing, typographical, or other errors and reserve the right to reject any orders where such an error may have occurred.

26. Change of support/ service

- 26.1. The terms of, and any future changes to, this Agreement will be administered and managed by ProSystem. In certain cases, ProSystem may procure products and/or services from third parties to provide service or solution support, ProSystem will use all reasonable endeavors to procure the response and / or restoration levels required to support this. Any changes that will impact the offering within will be reviewed with the customer and will be agreed in writing where applicable and reviewed under change control.

27. Escalations

- 27.1. The ProSystem Technical Support Helpdesk management team is responsible for actively monitoring the progress of events. To provide excellent service, quick resolution to customer problems and to achieve fault restoration targets (time to fix); ProSystem has defined guidelines for the internal escalation of events that have reached a particular threshold. The customer has the right to request escalation of a given fault or incident should they feel the level of response is insufficient or the severity of the fault is such that there is unreasonable business impact or continued delay in resolution. Should the customer feel the response from the ProSystem is failing to meet the objectives set within this document, The Customer representative can in the first instance, request a review with ProSystem.



28. Complaints

- 28.1. A complaint is defined as an expression of dissatisfaction with ProSystem or the service it provides to any given customer. A complaint should not be confused with a query (a request for information) or with a fault report (when a customer representative is reporting a service failure etc.). All complaints should be directed, in the first instance, to the ProSystem Technical Support Helpdesk. The target resolution for complaints will be 20 working days from receipt. If the complaint cannot be resolved within these time-scales, a mutually agreed course of action will be followed.