

Support Terms

Definitions:

In this Agreement unless the context otherwise requires.

“Content” means the Focus question bank and the reference material in whichever media or other format that is supplied to the Subscriber in accordance with the Order Form and forms part of Focus’ intellectual property.

“Knowledge” means the variant of the media where Content is surfaced by an internet based service.

General

These Support Terms apply only to the Focus now:progress, focus:progress and the, stand alone, Knowledge service, described in your Order Form and Subscription Agreement (“**Services**”).

Support is subject to the terms and conditions of the Order Form and Subscription Agreement.

You may not obtain support for the Services listed above via any other Focus product or service. These Support Terms do not apply to any other Focus product or service.

These Support Terms are subject to change at Focus’s discretion in accordance with the Subscription Agreement. However, changes will not result in a material reduction in the level of support provided during the period for which Subscription Fees for Services have been paid.

In these Support Terms, "you" and "your" refers to the Subscriber that has ordered Services from Focus and your users if the context allows. Capitalised terms have the same meaning given in your Subscription Agreement, unless otherwise specified.

Support options and fees

Unless otherwise stated on your Order Form, the standard support described in these Support Terms is included in the Subscription Fees and will not be invoiced separately.

If you require an enhanced level of support please contact us for a quotation.

Period of support

Support starts on the Effective Date or as specified in your Order Form, and ends upon the expiration or termination of the Subscription Term set out in your Subscription Agreement. Support is not offered beyond your Subscription Term.

Support hours

Unless otherwise stated, support (including incident response and resolution) is provided during normal business hours, which means 09:00 – 17:00 hours Monday to Friday, excluding UK bank and public holidays, or as otherwise notified on Focus’s website.

First Line Support

You are responsible for providing First Line Support to your users before contacting Focus for Second Line Support. First Line Support includes:

- a direct response to users with respect to enquiries about the performance, functionality or operation of the Services, or any challenge to the Content,
- a direct response to users with respect to problems or issues with the Services and or Content,

- taking of reasonable efforts to diagnose problems or issues of the Services or any challenge about the Content, and
- taking of reasonable efforts to resolve problems or issues with the Services or any challenge about the Content.

You must also ensure that you appoint at least one named technical and at least one **Content** expert contact, who will be the primary points of contact between you and Focus for support of the Services and Content respectively. They must have, at minimum, initial basic product training or knowledge of the Content or have or refer to the a domain expert in the financial services retail sector as related to the Subscribers business and, as needed, supplemental training appropriate for specific roles or project phases. They must also be knowledgeable about the Services and your environment in order to help resolve system issues and to assist Focus in analysing and resolving incidents and service requests.

When submitting an incident or service request, your technical and Content contact should:

- have a good understanding of the problem or the resolution, you are encountering
- reproduce the problem
- provide supporting evidence (including any question numbers or passages found in the Content or 3rd party resource or feedback from the domain expert)

This will assist Focus in diagnosing and resolving the problem.

To avoid interruptions in support services, you must notify Focus whenever technical or Content contact responsibilities are transferred to another individual.

Focus may review incidents and service requests logged by your technical contacts, and may offer suggestions to assist you before contacting Second Line Support in the future.

Second Line Support

If you have been unable to resolve the problem or issue or any challenge about the Content, by providing First Line Support, you may contact Focus for Second Line Support by registering an Incident on the Focus provided customer portal.

In providing Second Line Support, Focus will use reasonable endeavours to:

- diagnose and verify the reported problems or issues with the Content and or Services
- resolve reported and verifiable errors in the Content and or Services so that the Content and or Services perform in all material respects.

Support Process

Your named contacts may submit incidents and service requests online through Focus's web based customer portal, which is normally available 24x7x365. This allows you to log and track incidents and service requests incidents online.

When Focus receives notification of an incident, Focus will record the incident as under assessment until such a time as it has been acknowledged as a defect, correction or otherwise.

Focus will then assign the incident with a severity level, using the "Severity Level definitions" set out below.

Focus may upgrade or downgrade the severity level of an incident during the support process if the issue warrants a higher or lower severity classification, based on Focus's understanding of the current impact of the issue.

If you request Focus to upgrade the severity level, you must provide sufficient information to demonstrate the increased impact of the issue on the production operation of the Services and or Content.

Service requests that are not assigned a severity level have no response or resolution time.

Severity Level definitions (software related)

Severity Level	Description	Response Time*	Resolution Time*
Severity 1 (Critical)	Your production use of the Services is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. Tasks that should be executed immediately cannot be executed because of a complete crash of the system or interruptions in main functions of the production system.	4 hours	1 working day
Severity 2 (Urgent)	The problem results in serious interruptions to normal operations, will negatively impact an enterprise-wide installation, urgent deadlines are at risk. In a production system, important tasks cannot be performed, but the error does not impair essential operations. Processing can still continue in a restricted manner, and data integrity may be at risk.	12 hours	5 working days
Severity 3 (Priority)	You experience a minor loss of service. The problem causes interruptions in normal operations. It does not prevent operation of a production system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behaviour of the software.	24 hours	Future release
Severity 4 (Minor)	You request information, an enhancement, or documentation clarification regarding the Services, but there is minimal impact or no interruptions to normal the operation of such program.	5 working days	Future release

*during normal support hours stated above and starting from the time Focus accepts the incident and assigns the severity level.

Content Severity Level definitions for Content

Severity Level	Description	Response Time*	Resolution Time*
Severity 1 (Critical)	Access to Focus 'knowledge' is denied.	4 hours	3 working days
Severity 2 (Urgent)	The problem results in serious interruptions to normal operations, will negatively impact the use of Focus 'knowledge'	12 hours	15 working days
Severity 3 (Priority)	There is an error in the Content that would not have a material effect on the training undertaken by the Subscribers.	24 hours	Future release
Severity 4 (Minor)	A request for Content enhancement:	5 working days	Future release

Note: Resolving a short term incident, Focus may allow the Subscriber to utilise their own replacement Content until the time from the incident being reported and feedback received to the Future release for which Focus take no responsibility for its content, its meaning, its reference and interpretation of the Subscribers content.

Other general support

Focus will also provide:

- Updates, fixes, security alerts, and critical patch updates for the Services and updates for content
- General maintenance releases, selected functionality releases, and documentation updates

General limitations

Support is not appropriate in connection with and does not include:

- unauthorised modifications, customisations, additions or extensions to or of the Services
- feature enhancements or other circumstances where professional services will be more appropriate
- situations where you have not otherwise complied with its obligations under the Subscription Agreement or these Support Terms
- situations where the Services are being used in combination with any other software or services that it is not intended to be operated or be used with,
- incidents caused by your negligent use of the Services.
- use of the service by any individual who is not a Subscriber appointed and using the Content in accordance with the terms of this Agreement.
- for incidents in the use of the Content by the Subscriber using the services of a 3rd party.
- any incident emanating from legislation, regulation, understanding, practice, knowledge, application or taxation outside of the geographic restrictions of the UK financial services retail sector

Content limitations

- Objects within the questionbank may be 'retired' at Focus's discretion where the corresponding learning point is no longer valid, and where an acceptable adaptation or re-write of the question is considered feasible.
- Replacement questions, reflecting new measures, may be created, and referenced to new learning content.
- At Focus's discretion:
 - Where Content has been deemed appropriate for inclusion, the Content will be released at the appropriate future release date
 - Focus will exclude any questionbank objects which deal with upcoming legislation or regulatory measures, until the appropriate future release date.
- Newly introduced legislation/regulation is first tested within assessments, using new multi choice objects, at the next update cycle following the introduction date for such.