

Service Contract Definitions

The following definitions are deemed to apply to this service contract:

- 'You/Your/User' applies to You, the customer; 'We/Us/The Company' applies to Triscan Systems Ltd.
- SLA: Service Level Agreement.
- Stated Public Holidays: Boxing Day, Christmas Day & New Year's Day.
- Out of Action: Unable to dispense fuel from all pumps.
- Workaround: A solution which allows for fuel delivery from one or more pumps.
- Next Stage Action Plan: A documented plan detailing next actions.
- Product: Hardware and/or software covered by this service contract.
- Damage: Loss of data, application integrity or physical failure.

Contracted Services Offered

The following services are offered as part of this service contract:

- Call Management.
- Fault Diagnosis.
- Fault Resolution.
- Hardware Replacement (Warranty/On-Site Support Only).
- Product Support / Trained End User Advice.
- Periodic Software Service Packs.
- Data Integrity / Maintenance.

Descriptions of Contracted Services

Call Management

Service requests can be made to the Triscan Systems' Service Centre by the means described within the "How to contact us" section of this document. All service requests will be logged on our Customer Relationship Management System (CRM). Each issue is given a unique reference number (SCXXXXX) which will be relayed to you once the call is logged, allowing for immediate access to the request's history and actions when quoted on subsequent contact. Using our CRM to log, track and manage all service requests allows us to effectively and efficiently meet your needs and build up an excellent understanding of your operation.

Fault Diagnosis

After the request is logged, our experienced and highly trained technical analysts, skilled not only in our range of Products but in the industry sector in which we operate, will begin the process of fault investigation. Thereafter all activities are recorded and managed utilising our CRM and our specialist management information systems.

Solution Delivery

After a successful diagnosis has been made and a solution identified we will deliver this via the most effective and efficient method possible. Delivery methods include Remote Access, Service Pack Distribution and On-Site Support.

Hardware Replacement (Warranty/On-Site Support Only)

We will replace any faulty hardware covered under warranty, either on a return to base or by attendance on site.

Product Support / End User Advice

We will advise trained end users on the operation, configuration and general usage of our Product(s) where such requests, logged with us, relate to operational issues on-site.

Periodic Software Service Packs

Service Packs, where appropriate, will be made available to resolve known issues identified as part of the fault rectification process on a periodic basis.

Data Integrity / Maintenance

Depending on availability of Remote Access and Product features, working closely and in agreement with you, we will investigate and where appropriate assist in the maintenance of your system data.

Service Delivery Methodologies - Services are defined within the SLA Definitions supplied as part of this SLA.

- On-Site Support.
- Telephone Support.
- Remote Support.

Description of Delivery Methodologies

Telephone Support

Advise the user to a satisfactory resolution to the issue raised.

Remote Support

Remote resolution to the logged issue. It is highly recommended that you establish remote support for your organisation. If you do not currently have remote support enabled, please contact Triscan Systems to discuss how to do so.

On-Site Support

Repair the Product or part of the Product following a mechanical or electrical failure which stops the Product working properly.

Your Product(s) is under Warranty for a period of 12 months (Hardware), excluding access devices (see Warranty under Contracted SLA Terms within this document), or 30 days (Software) from the date of installation. During this period, we will repair or replace, free of charge, any part or parts of the Product against the following:

Hardware: Defective materials, manufacturing faults.

Software: Installation errors, configuration faults.

Service Desk Contact Details and Service Hours

Telephone: 0845 225 3105

Email: servicecentre@triscansystems.com

Address: Triscan Systems Limited, 4 Petre Court, Clayton Business Park, Accrington, BB5 5HY

Technical Support Operating hours:

- The technical support team are available 7 days a week from 06:00 to 22:00 hours.

Information Required:

To allow us to assist you as quickly as possible, please have the following information available when contacting the service centre:

- Postcode of the site with the problem or existing service centre number.
- Name of the site with the problem.
- Customer's full name, telephone and where available email address and mobile number.

Service Level Agreement Response Times

Initial Evaluation and Technical Response

Telephone / Remote Support: 4 Working Hours

On-Site Support: 24 Working Hours

Engineering Team Operating hours: Monday - Friday from 09:00 to 17:30 hours

Additional Services

Note: Working hours as defined by the SLA coverage

The following may be offered as additional services for which an additional charge may be incurred.

- Issues attributable to the use of non Triscan Systems Limited supplied third-party equipment or software.
- Issues resulting from or attributable to the use of the system by non Triscan Systems Limited trained staff.
- Any issues resulting from changes to third party equipment not performed by Triscan Systems Limited.
- Site visits by Triscan Systems Limited personnel other than in the course of initial system setup or as part of On-Site Support.
- Return visits to customers to complete the performance of which could not be completed on the previous visits because that visit was terminated by the Customer.

Exclusions

- Data recovery manipulation other than where such a requirement results from a system failure directly attributable to the service offered.
- Site configuration back-up.
- Disaster recovery services.
- Further services may be offered. Please contact the Service Centre as required.
- Claims arising from using the Product(s) in a manner not specified in the user manual unless We agree to the use in writing beforehand.
- Claims arising from acts deemed to be reasonably outside of the control of Triscan Systems. Costs incurred if no fault is found with your Product(s), including any charge levied by Triscan Systems Limited or its service provider. Routine maintenance, cleaning and servicing.
- Cosmetic damage such as damage to paintwork or dents or scratches to the Product(s) including those due to rust, corrosion or water damage.
- The cost of replacing any item or accessory that is intended to be replaceable. These include, but are not exclusive to:
 - Hoses
 - Fuses
 - Batteries
 - Plugs
 - Filters
 - Attachments
 - Cables
 - Light covers or rain covers
 - Fluorescent tubes and related starters
 - Light bulbs
- Transference of software from one device to another.
- The term device includes PC and Units (Triscan Products e.g., Apollo2).
- Demonstration and training on the usage of the Product(s).
- The Service Contract is for the benefit of the customer named in the Customer contract.
- Details section of the contract only and no rights or benefits will be given to any other third party.
- Configuration changes to the Product(s).
- Non Triscan supplied software (applications or operating system).
- Damage caused or resulting from viruses.
- Damage caused by the modification of Product(s) without our prior consent or instruction.
- Costs associated with gaining access to cables including underground cable maintenance.

Renewing your Service Contract

Prior to the end of your service contract, we will contact you about renewal.

- You will need to provide a purchase order number for protection to continue. The Service Contract does not become active until payment is processed.
- Service contracts may not be transferred to a new owner of the Product(s). Your Service contract cannot be transferred to any other Product(s).

Customer Requirements

During the continuance of this SLA the Customer is expected to:

- Ensure reasonable technical and environmental conditions are maintained for the Product(s) and ancillary equipment.
- Not make any modification to the Product(s) without the Company's prior written consent.
- Keep and operate the Product(s) in a proper and prudent manner in accordance with The Company's operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the Product(s).
- Ensure that the external surfaces of the Product(s) are kept wiped clean and in good condition and carry out any minor maintenance recommended by the Company from time to time.
- Only use operating supplies on the Product(s) recommended by the Company.
- Not move the Product(s) without the Company's prior written consent.
- Not use in conjunction with the Product(s) any accessory attachments or additional equipment other than that which has been supplied by or approved by the Company in writing.
- Immediately notify the Company if the Product(s) need maintenance or is not operating correctly.
- Provide the Company with full and safe access to the Product(s) and the ancillary equipment for the purposes of this Agreement. Where previously agreed remote access will be required and the Customer shall provide the Company with such access as necessary to investigate and resolve faults. If, having previously agreed to supply, remote access is not available the Company reserves the right to make additional charges where applicable.
- Provide adequate working space around the Product(s) and the ancillary equipment for the use of the Company's personnel and make available such reasonable facilities as may be requested from time to time by the Company for the storage and safe keeping of test equipment and spare parts.
- Provide free of charge suitable car parking facilities for use by the Company's personnel with a reasonable distance of the Product(s) and the ancillary equipment and/or alternative site transport to the Location.
- Make available to the Company, free of charge, all facilities or services reasonably required by the Company to enable us to perform the services without limitation e.g., computer runs, printouts, p.c. data preparation, office accommodation, typing and photocopying, telephone, facsimile and modem links.

Data Protection

See our Privacy Notice available from www.triscansystems.com

Conditions of Service Contract

This service contract remains subject to Triscan Systems Limited's standard terms of business, a copy of which can be obtained from www.triscansystems.com. By entering into this contract, you are deemed to have accepted the terms in full. Changes to our standard terms of business will be published and may be accessed via the website.

Document Hierarchy

This Service Contract remains subject to any software licence agreement and its associated terms. For the avoidance of doubt, and in the event of any discrepancies or anomalies between this document and Triscan Systems' standard terms of business, therefore mentioned terms of business take precedence.

Telephone Support

We will always answer, log and inform you of the relevant reference number of your issue.

- The issue will then be resolved within the time frame specified unless:
- The issue is caused by lack of user training; or
- The issue was not raised immediately by the user; or
- We are unable to contact the primary caller after reasonable efforts; or
- The Product is damaged through vandalism, misuse, negligence, wear and tear or exposure to extreme heat, cold, dampness, accident; or
- The resolution is dependent on a third party.

Remote Support

We will always remotely connect and resolve the issue within the time frame specified unless:

- No method of communication has been provided, or
- The method of connection is unstable/unreliable; or
- No user on-site is able to connect the Product (if connection is not permanent); or
- The Product is damaged through vandalism, misuse, negligence, wear and tear or exposure to extreme heat, cold, dampness, accident; or
- The resolution is dependent on a third party.

On-Site Support

We will always, repair your Product or part of your Product within the time frame specified unless:

- The Product is beyond economic repair, or
- We cannot obtain the spare parts to repair it; or
- We can replace it for less than the cost of repair
- The Product is damaged through vandalism, misuse, negligence, wear and tear or to extreme heat, cold, dampness, accident; or
- The resolution is dependent on a third Party.
- We will not be responsible for any costs that you may incur to dispose of your original Product.
- We reserve the right to use reconditioned parts when carrying out any replacement under the provision of this agreement.

Warranty

We will always answer, log and inform you of the relevant reference number of your issue.

The issue will then be resolved within the time frame specified unless:

- The Product is damaged through vandalism, misuse, negligence, wear and tear or exposure to extreme heat, cold, dampness; or accident; or which has the rating label / model number removed or defaced; or
- We cannot obtain the spare parts to repair it.

Please note that all access devices are specifically excluded from any cover after initial warranty period of three months. During the initial three months we will provide replacements on return of the faulty items.