General Technical Support Terms
Version of 12 July 2024

§1. Definitions

1. **'MWT Solutions'** – the MWT Solutions S.A. filialas, company with its registered office in Vilnius (LT-09200), Vito Gerulaicio g. 10-101.
2. **'Manufacturer'** – a company operating under the business name of Zoho Corporation Private Limited with its registered office at Estancia IT Park, Plot No. 140, 151, Vallanchery Village, Chengalpet Taluk, Kancheepuram District 603202 Tamil Nadu (India), which is represented in the EU area by its subsidiary operating under the business name of ZOHO Corporation B.V. with its registered office at Beneluxlaan 4B, 3527 HT Utrecht (the Kingdom of the Netherlands).
3. **'Software'** – the IT software produced by the Manufacturer which is the object of the Technical Support Service.
4. **'Extension'** – computer software produced by MWT Solutions that is a stand-alone application or a module extending the functionality of the Software.
5. **'Customisation'** – computer software (including an Extension), scripts, integration services and modifications for the Software or Software Subscription that have been produced and implemented for the User by MWT Solutions. They are not generally available and are dedicated to a specific instance.
6. **'Software Subscription'** – a service that includes access to the functionality of the Software, which Software is made available on a remote server by the Manufacturer.
7. **'Licence Agreement'** (End User Licence Agreement, EULA) – an agreement under which the Manufacturer grants the Licensee a non-exclusive licence to use the Software for the period specified therein.
8. **'Subscription Agreement'** (Master Subscription Agreement) – an agreement under which the Manufacturer agrees to perform a service of providing access to the Software Subscription for the Service Recipient within the scope and during the period agreed by the parties.
9. **'Service Recipient'** – an entity or a natural person that is a party to the Subscription Agreement concluded with the Manufacturer.
10. **'Licensee'** – an entity or a natural person that is a party to the Licence Agreement concluded with the Manufacturer.
11. **'User'** – the Service Recipient or the Licensee.
12. **'Working Hours'** – technical support and maintenance services shall be carried out on working days, from Monday to Friday, from 8:00 a.m. to 5:00 p.m., excluding public and statutory holidays.
13. **'Ticket Receipt'** – receipt of a ticket shall be understood as an e-mail confirmation issued by an MWT Solutions support department employee or by the ticketing system used by MWT Solutions to register the ticket.
14. **'Ticket Resolution'** – in the event an Incident or a Critical Incident is reported, the resolution shall be a workaround that eliminates or reduces the impact of the Incident or a resolution that eliminates the incident reported. For How-To package tickets, it shall consist in communicating information related to the enquiry submitted.
15. **'Ticket Resolution Time'** – the time in which MWT Solutions agrees to provide a Ticket Resolution. The time shall be calculated from the moment the ticket is registered in the MWT Solutions system to the moment the Resolved status is set.

16. **'Critical Incident'** – an Incident that prevents the operation of the Software/Subscription/Extension and makes it impossible to find such a way to use the Software/Subscription/Extension to effectively circumvent its causes at the time it is found.

17. **'Incident'** – an Incident which, in the event of its occurrence, allows for finding such a way to functionally use the Software/Subscription/Extension that makes it possible to effectively circumvent the cause of the error in the manner indicated by MWT Solutions.

18. **'How-To Enquiry'** – an enquiry as part of the How-To package about a feature, built in and made available by the Manufacturer, of the Software/Subscription or a feature of the Extension provided by MWT Solutions, or about how to make use of a given feature or implement it in the system. A reply to a How-To Enquiry shall be provided by means of a reference to the Manufacturer's documentation, if there is any, or by an MWT Solutions employee communicating information on how to configure or implement the feature of the Software/Subscription in case the feature is provided by the Manufacturer or the feature of the Extension in case the Extension is provided by MWT Solutions. If the information to be provided as part of the How-To Enquiry goes beyond the features provided by the Manufacturer or the Extensions that have been delivered by MWT Solutions, the User shall be informed about this, and the ticket shall be closed without being further processed. In certain cases, information about the need for a given feature may be reported by a support team employee to the Manufacturer or MWT Solutions.

19. **'Defect'** – lack of any of the agreed Modules in the Software/Subscription/Extension, non-performance or incorrect performance of all or some of the functions set out in the technical specification, e.g. inability to work in the User's operating environment and with specified hardware requirements, lack of essential faultlessness in the operation of the Software/Subscription/Extension, not ergonomic operation of the system, i.e. such design of screen formats and their sequence that operating on them and with them is cumbersome.

20. **'Version'** – specification of the sequence in which new versions of the software are created; it makes it possible to distinguish between the versions. Usually, it is a natural number (e.g. versions numbered from 1 or according to the year of their creation), a real number or a combination of several natural numbers. In the latter case, consecutive numbers are usually separated by a point.

21. **'Update' (minor release)** – a fix or a minor version of the Software or Extension identified by a digit placed to the right of the first and subsequent points. Example: in ServiceDesk Plus, versions 8.1 or 8.1.2 are fixes or minor versions for version 8.0.

22. **'Upgrade' (major release)** – an upgrade or major version of the Software or Extension. It shall be read as the digit to the left before the first point, from left to right. For example, in ServiceDesk Plus 6.1 and 7.1, 6 and 7 are upgrades or major versions.

23. **'Service Pack'** – a package for the Software or Extension that has been provided by the Manufacturer containing an aggregate upgrade for the software, new functions, workarounds as well as fixes for resolved errors.

24. **'Standard Reports'** – reports that can be prepared by the User created on the basis of the wizard available in the ManageEngine application.

25. **'Non-Standard Reports'** – reports created on the basis of SQL queries to the ManageEngine application database that do not require modification of the configuration of this application or database in order to obtain the expected result and rely on the data directly aggregated by the system and available in existing database tables.

26. **'Developer Reports'** – reports created on the basis of SQL queries to the ManageEngine application database that require modification of the configuration of this application or database in order to obtain the expected

result. In particular, those requiring the preparation of a function/procedure or an additional mechanism to process the data stored in the ManageEngine application in order to obtain the expected result.

27. **'Technical Support Portal'** – a system for handling technical support tickets and knowledge management made available to customers of the technical support service provided by MWT Solutions, available at https://support.mwtsolutions.eu/portal/.

§2. General Provisions

1. These General Technical Support Terms ('GTST') set out the terms and conditions of the provision of the Technical Support Service by MWT Solutions to the User.
2. The support services delivered by MWT Solutions shall be provided in accordance with the terms and conditions contained herein and/or in accordance with a technical support contract. If this document constitutes an appendix to a technical support contract, its provisions shall be applied insofar as they do not violate the provisions of the contract.
3. The support service provided by MWT Solutions shall be a paid service and shall not be part of the support service provided by the Manufacturer, which the User may use under separate provisions of the Licence Agreement or the Subscription Agreement.
4. MWT Solutions shall provide technical support services for versions of Software not older than one year. If an Incident or a Critical Incident is reported regarding a version older than one year, a request shall be sent to update the Software to the latest version for technical support to be provided. MWT Solutions recommends keeping the Software up to date due to new features, improvements and critical bug and security patches being released.
5. The condition for using the Technical Support Service shall be that the User has a valid Licence Agreement or Subscription Agreement concluded with the Manufacturer.
6. Support services delivered by ManageEngine shall be provided in accordance with the terms and conditions of:
    a) for the Software – the Licence Agreement and the support terms of the Licensed Software (ManageEngine Software Maintenance and Support Service),
    b) for the Software Subscription – the Subscription Agreement.
7. The launch of the Technical Support Service for a specific User shall be confirmed by a Technical Support Certificate issued by MWT Solutions that conforms to the template enclosed herewith as Appendix 1. The certificate shall indicate the period of providing the Technical Support Service as well as the scope of Software, Extensions and Subscriptions covered by the service.
8. The use of the Technical Support Service shall not be mandatory and shall not condition the use of the Software or Software Subscription

§3. The scope of the Technical Support Service

1. The Technical Support Service may be provided in one of the following two variants:
    a) MWT AMS,
    b) MWT AMS SLA.
2. The Technical Support Service provided in the '*MWT AMS*' variant shall include:
    a) The Manufacturer's technical support
    b) Access to the Upgrade, Update and ServicePack
    c) Technical support in the English language

d) Access to the English Technical Support Portal
e) Access to the English knowledge base
f) Telephone technical support in the English language
g) E-mail technical support in the English language
h) Remote technical support in the English language
i) Handling of 10 How-To tickets during a one-year support period
j) Unlimited preparation of Standard Reports
k) Preparation of 3 Non-Standard Reports during a one-year support period
l) Remote support to resolve upgrade Incidents

3. The Technical Support Service provided in the '*MWT AMS SLA*' variant shall additionally include:
   a) Guaranteed response time as per the specification
   b) Guaranteed resolution time as per the specification
   c) Instance audit on the customer's premises in terms of configuration (at the User's request)
   d) Backup and upgrade of the Software/Extension on the User's premises (at the User's request)
   e) Works related to the handling of tickets on the customer's premises (at the User's request)
   f) An unlimited number of How-To tickets during the support period
   g) Remote Software upgrade at the User's request during the Working Hours carried out in the presence of the requesting person and upon confirmation by this person that appropriate backups of the server, database and application have been performed
   h) Unlimited preparation of Standard and Non-Standard Reports

§4. Methods of providing the Technical Support Service

1. The User shall be entitled to receive technical support provided with the use of telephone service, e-mail as well as remote support systems and online access to technical documentation. The Licensee shall additionally be entitled to obtain fixes for the Software/Extension. The scope of technical support and maintenance provided shall include:
   a) Telephone support, e-mail support and support via the remote support system – MWT Solutions shall enable access to Software/Subscription/Extension support engineers during the Working Hours via telephone, e-mail and the remote support system. The scope of the support shall include unlimited – in terms of the number of tickets and service time – diagnostics and resolution of Incidents and Critical Incidents in the Software as well as the handling of such a number of How-To tickets as provided in the support variant purchased. The services shall also include support for Customisations produced by MWT Solutions.
   b) Remote support shall be provided using ZOHO Assist, available at https://assist.mwtsolutons.eu, ZOHO Meeting or Microsoft Teams. Support with the use of other tools shall be provided under the sole responsibility of the User and at the User's sole risk.
   c) Software fixes and upgrades – as part of the support and maintenance service for the Software/Extension, the User shall be entitled to download fixes, upgrades or new versions as well as a Service Pack, at no additional cost.
   d) Remote access to documentation and the Technical Support Portal – MWT Solutions shall enable remote access to the User's Technical Support Portal at https://support.mwtsolutions.eu/portal/, where the User can take advantage of the knowledge base, register a ticket and track the ticket handling process.

Z komentarzem [PK1]: Podejrzenie błędu w adresie (*solutons*).

e) Backup, Upgrade and maintenance of the Software/Extension on the User's premises (applicable to §3(3)(d)).
As part of the support, MWT Solutions shall provide, at the User's request, backup, upgrade and maintenance services on the User's premises or in another place in Lithuania, Latvia or Estonia, indicated by the User.

f) Audit and technical support on the User's premises (§3(3)(c) and §3(3)(e))
As part of the support, MWT Solutions shall provide, at the User's request, audit and technical support services on the User's premises or in another place in Lithuania, Latvia or Estonia, indicated by the User.

2. As part of the services described in point 1(e) and point 1(f), the User shall be entitled to a total of 4 working days of technical support per year (1 day per 1 quarter; unused days from one quarter shall not be carried over to the following quarter).

3. As part of remote support services, MWT Solutions S.A. shall allow support using VPN. The condition for such support shall be to provide a designated employee or designated employees of MWT Solutions with a personal VPN account secured with two-factor authentication. Password-only accounts and shared accounts shall not be accepted. Accounts of this type may be used only upon written confirmation by the requesting party of the exclusion of MWT Solutions' liability for any ensuing damage in connection with the violation of security rules.

§5. Classification rules in the handling of technical support tickets

1. [Classification of tickets]. MWT Solutions shall make every effort to properly classify and prioritise the handling of tickets based on the following definitions as well as to resolve them in accordance with the adopted times.
   a) High priority (P1) – a Critical Incident reported,
   b) Normal priority (P2) – an Incident reported or a How-To Enquiry, subject to the exceptions indicated in point (c).
   c) Low priority (P3) – a Defect reported or a How-To Enquiry about preparing a Non-Standard Report.

2. [Response times and resolution times].
   a) As part of the 'MWT AMS' variant, MWT Solutions shall make every effort to ensure that tickets are resolved as quickly as possible and that the processing of a ticket is started within 1 working day.
   b) As part of the 'MWT AMS SLA' variant, service is guaranteed according to the following times:
      i. **High priority (P1)** – Ticket Receipt within 1 hour during the Working Hours. Anticipated Ticket Resolution Time: 2 days during the Working Hours.
      ii. **Normal priority (P2)** – Ticket Receipt within 1 hour during the Working Hours. Anticipated Ticket Resolution Time: up to 10 days during the Working Hours.
      iii. **Low priority (P3)** – Ticket Receipt within 1 hour during the Working Hours. Anticipated Ticket Resolution Time: within 20 days during the Working Hours.

3. [Contractual penalties] In the event of failure to meet the guaranteed times referred to in paragraph 2, the User using the 'MWT AMS SLA' variant shall be entitled to charge the following contractual penalties:
   a) High priority (P1) – 70.00 EUR (in words: seventy) for each 1 (in words: one) day of exceeding the Ticket Resolution Time during the Working Hours.

b) Normal priority (P2) – 50.00 EUR (in words: fifty) for each 1 (in words: one) day of exceeding the Ticket Resolution Time during the Working Hours.

c) Low priority (P3) – 25.00 EUR (in words: twentyfive) for each 1 (in words: one) day of exceeding the Ticket Resolution Time during the Working Hours.

4. [Tickets transferred to the Manufacturer].

a) If the Ticket Resolution requires the Manufacturer's intervention, MWT Solutions shall transfer the handling thereof with no delay (but not later than within 1 working day); such a ticket shall be further handled in accordance with the Licence Agreement or the Subscription Agreement. In such a case, the Ticket Resolution Time shall be paused until the Manufacturer provides a resolution.

b) The anticipated time for the resolution of a ticket transferred to the Manufacturer is beyond MWT Solutions' control.

5. [Prioritisation]. The priority assigned to a specific ticket shall be determined by an MWT Solutions technical support department employee based on the information provided by the User. Information about the priority of a ticket shall be available on the Technical Support Portal.

§6. Granting authorisation to use the Technical Support Portal and rules for handling technical support and maintenance tickets

1. After the Technical Support Service is launched (see §2(6)), a person authorised by the User shall be entitled to gain access to the Technical Support Portal.

2. In order to gain access to the Portal, a request for access shall be sent to the following address: support@mwtsolutions.eu, and the said request shall contain information on the type of Software or Software Subscription, the licence expiry date and the name of the Licensee's/Service Recipient's business.

3. The Technical Support Portal shall be treated as the primary contact point for registering incidents related to the operation of the Software/Software Subscription/Extension.

4. MWT Solutions shall ensure the handling of tickets submitted through the following contact channels:

a) Technical Support Portal available at https://support.mwtsolutions.eu/portal/

b) Ticket submitted by e-mail sent to the following address: support@mwtsolutions.eu

c) Ticket submitted by phone at +37052084484.

5. The User should adhere to the following rules for defining tickets when using particular contact channels:

a) Registration of a ticket via the Technical Support Portal:

i. The following address shall be entered using a web browser: https://support.mwtsolutions.eu/portal/.

ii. The User will be redirected to the system login page, where the username received at the stage of registration in the Technical Support Portal shall be entered in the 'Username' field, and the password – in the 'Password' field.

iii. After the User logs in, it is possible to register an incident ticket by selecting the 'Add new ticket' button in the upper right-hand corner. The User shall fill in the subject line and ticket description fields appropriately using the standard template.

b) Registration of a ticket via e-mail:

i. Each ticket submitted to the following address: support@mwtsolutions.eu shall be registered in the technical support system and assigned a unique ticket ID.

   ii. When contacting MWT Solutions regarding a given ticket, the User should use the ID assigned.

  c) Registration of a ticket by telephone:
    i. After calling the technical support number, the User shall select the subject of the conversation.
    ii. After selecting the subject of the conversation, the call is put through to a support engineer who, while verifying the details of the caller, will register the ticket in the technical support system.
    iii. After the ticket is registered, it will be assigned a unique ID.

6. The User will be notified of the correct registration of the ticket in an e-mail sent to the User's e-mail address and, at the same time, will be able to track the progress of works on the Technical Support Portal after logging in.

7. The following ticket statuses shall be applied in the technical support system:
  a) **New** – the ticket has been registered on the portal.
  b) **Open** – the ticket is being handled.
  c) **On Hold** – the processing of the ticket has been paused.
  d) **Waiting for customer** – a paused ticket is awaiting clarification by the User.
  e) **Waiting for support** – a paused ticket has been sent to the Manufacturer/Service Provider (Second Line Support).
  f) **Scheduled session** – a paused ticket is awaiting a remote session, the time of which has been agreed together with the User.
  g) **Resolved** – a ticket for which a resolution has been developed and applied is awaiting the User's approval.
  h) **Closed** – the ticket has been closed; the handling of the ticket has been completed.
  i) **New Feature** – a ticket for which the requested feature will be added in subsequent releases of the Software/Extension/Subscription. At the same time, the status ends the handling of the ticket.
  j) **No AMS** – a ticket for which the User did not have a valid Technical Support Service as of the date of submitting the ticket. The ticket is not being handled.

8. Any correspondence between the parties may be exchanged on the Technical Support Portal with the use of the 'Reply' option available from the menu of the registered ticket or by replying to the e-mail from the system that has the ticket number in the subject line.
Example: Ticket no. ##21##.
Note! Other forms of communication might not be registered or linked to the relevant ticket.

9. A properly resolved ticket shall be provided with a resolution, and its status shall be changed to 'Resolved', of which the User shall be notified by e-mail.

10. It shall be possible for the User to verify the correctness of the Ticket Resolution as well as to close the ticket using a link available in the e-mail sent after the ticket has been resolved or via the Technical Support Portal. Any comments on the ticket shall cause the ticket to be reopened and its status changed to 'Open'.

11. Lack of comments or responses from the User within the specified time (2 days) from the Ticket Resolution as well as failure to close the ticket using the link available in the e-mail message or via the Technical Support Portal shall cause the ticket to be automatically closed and its status set to 'Closed'.

12. If there is no response to three messages in a row sent by an MWT Solutions employee at 2-day intervals requesting that additional information be provided for a ticket being processed, it shall be closed without resolution, and its status shall be set to 'Closed' due to lack of contact.

13. If a ticket is closed and its status is set to 'Closed', resuming the processing of the given ticket shall be impossible. The User is obliged to create a new ticket.

Appendix 1. Technical Support Certificate template

TECHNICAL SUPPORT CERTIFICATE

Customer details:

Buyer:

Xxxxxxxxxxxxxx

xxxxxxxxxxxxxx

Recipient:

Xxxxxxxxxxxxxx

xxxxxxxxxxxxxx

This document confirms the right to use Technical Support Services for the ManageEngine software in the following scope:

1) Basic technical support provided by the Manufacturer
2) Access to upgrades, the said access being provided by the Manufacturer
3) Technical Support Service provided by MWT Solutions in the following variant:
   a. *[MWT AMS]*
   b. *[MWT AMS SLA]*.

Products covered by Technical Support Services:

1. ………………………..

Details of the Technical Support Service:

Service valid from:	DD.MM.YYYY
Service valid through:	DD.MM.YYYY
Representative's name and surname:	Name Surname
User's e-mail address:	adres@email.com

The scope of Technical Support Services provided by the Manufacturer shall be in accordance with the terms and conditions of the Licence Agreement (End User Licence Agreement) and/or the Subscription Agreement (Master Subscription Agreement) concluded with the Manufacturer.

The scope of Technical Support Services provided by MWT Solutions shall be in accordance with the General Technical Support Terms.

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Head of the Support Department
of MWT Solutions S.A.