



Support Policy

Version 2022.12

Valid from 01/11/2022



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1.0 Service Hours

Lucidity can provide support 24/7. The following outlines the categories of support available. You will need to choose which hours you want covered in your Support Plan.

Standard business hours support:

- 8.00am – 5.30pm Monday – Friday

After hours support:

- 5.30pm – 8.00am Monday – Friday
- 8.00am – 8.00am Saturday, Sunday and Public holidays

2.0 After-hours support

Urgent after-hours support is available if it is included in your chosen Support Plan.

Lucidity considers an after-hours support request as urgent when:

- Multiple people cannot work
- 1 person cannot work and their work is of critical nature
- Your business typically runs shifts outside of standard business hours and 1 or more people cannot work

Where after-hours is not included in your chosen Support Plan or the request is deemed non-urgent, charges will apply.

Please ensure all Employees are aware of the Support Plan your company has chosen and of the charges related to calling after-hours. When calling after-hours our phone message will remind the caller that the service is for urgent requests only and of potential charges. The Customer accepts any charges as a result of an Employees' after-hours call.

3.0 Service Fulfilment

The Service Fulfilment process is responsible for managing the lifecycle of all Service Requests and Incidents logged to the Lucidity Helpdesk.

The objectives of the process are to:

- Provide Communication Methods for the Customer to request service
- Assess Priority and act accordingly
- Resolve the Service Request or Incident within agreed Service Levels
- Manage the Service Request or Incident lifecycle, including logging, verification, support, escalation, and closure
- Accurately record information about the Service Request or Incident
- Provide information to the Customer about the availability of services and the procedure for obtaining them
- Maintain User and customer satisfaction through efficient and professional handling of all Service Requests and Incidents
- Assist with general information, complaints, or comments
- Provide an increased level of control over Service Request or Incident through a centralised fulfilment function and help to reduce the cost of support.

Based upon a dialogue with the Customer, the Helpdesk Agent shall understand the appropriate impact and urgency to determine Priority:

1. Priority 1 (P1) – Critical
2. Priority 2 (P2) - Urgent
3. Priority 3 (P3) - Medium
4. Priority 4 (P4) – Low

Service Request or Incident Priority count is expected to be distributed in a pyramid where P1's are proportionally much lower than P2, P3 or P4. Lucidity will work on the highest priority first.

Service Requests should typically be transacted within business hours only.

High volumes of related or identical Service Requests will be considered a Project or Time and Materials work.

Service Requests (moves, adds, changes, deletes) for systems require Lucidity to be notified by the Customer. The Customer must be specific in their requests and should not assume things will get done that were not asked for. For example, some things to consider might be:

- Security and data access
- Backup enablement/disablement
- Microsoft or other licencing quantity changes
- Device requirements

Lucidity is an honest, ethical, and approachable company. If the Customer is dissatisfied with Lucidity’s performance the Customer must make every endeavour to discuss this with their Account Manager or Lucidity Contact at their earliest convenience. The Customer must make themselves available to work through the issues with Lucidity. Lucidity is not responsible for performance issues resulting from inadequate customer hardware or third-party services and has the right to recommend upgrades to hardware or services to ensure they are performing to an adequate standard to access the cloud services.

4.0 Communication Methods

All Service Requests and Incidents must be logged via the Lucidity Helpdesk. It is the responsibility of the User logging the Service Request or Incident to initially prioritise the job and therefore determine the appropriate communication method. Lucidity reserves the right to re-prioritise tickets based on the impact to the customer.

Priority	Communication method
P1 – Critical or P2 – Urgent	Telephone – please log the job via email then immediately call the Helpdesk. Use the ticket number provided in your ticket receipt as reference. +64 9 377-2227
P3 – Medium P4 - Low	Email – please email with the relevant job details and Priority. support@lucidity.co.nz

Escalations

If a logged Service Request or Incident is not getting the attention it deserves or you have general service feedback, please escalate the concern to your Account Manager. If you are unsure who your Account Manager is, then contact the Lucidity Service Team:

Email: serviceteam@lucidity.co.nz

Phone: +64 9 550-5201

5.0 Service Levels

The following Service Level Agreement (SLA) applies to Customers who have a Support Plan with Lucidity:

Service	Measurement	Service Level
Incidents		
Priority 1 Incidents (Lucidity Resolvable) responded within agreed target times	The Time to Respond to a Priority 1 Incident is less than the Service Levels stipulated in Incidents	90% of P1 Incidents responded to within the targets stipulated in Incidents
Priority 2 Incidents (Lucidity Resolvable) responded within agreed target times	The Time to Respond to a Priority 2 Incident is less than the Service Levels stipulated in Incidents	90% of P2 Incidents responded to within the targets stipulated in Incidents
Priority 3 Incidents (Lucidity Resolvable) responded within agreed target times	The Time to Respond to a Priority 3 Incident is less than the Service Levels stipulated in Incidents	85% of P3 Incidents responded to within the targets stipulated in Incidents
Priority 1 Incidents (Lucidity Resolvable) resolved within agreed target times	The Time to Resolve a Priority 1 Incident is less than the Service Levels stipulated in Incidents	90% of P1 Incidents resolved within the targets stipulated in Incidents
Priority 2 Incidents (Lucidity Resolvable) resolved within agreed target times	The Time to Resolve a Priority 2 Incident is less than the Service Levels stipulated in Incidents	90% of P2 Incidents resolved within the targets stipulated in Incidents
Priority 3 Incidents (Lucidity Resolvable) resolved within agreed target times	The Time to Resolve a Priority 3 Incident is less than the Service Levels stipulated in Incidents	85% of P3 Incidents resolved within the targets stipulated in Incidents
Service Requests		
Priority 1 Service Requests (Lucidity Resolvable) responded within agreed target times	The Time to Respond to a Priority 1 Service Request is less than the Service Levels stipulated in Service Requests	90% of P1 Service Requests responded to within the targets stipulated in Service Requests
Priority 2 Service Requests (Lucidity Resolvable) responded within agreed target times	The Time to Respond to a Priority 2 Service Request is less than the Service Levels stipulated in Service Requests	90% of P2 Service Requests responded to within the targets stipulated in Service Requests
Priority 3 Service Requests (Lucidity Resolvable) responded within agreed target times	The Time to Respond to a Priority 3 Service Request is less than the Service Levels stipulated in Service Requests	85% of P3 Service Requests responded to within the targets stipulated in Service Requests
Priority 1 Service Requests (Lucidity Resolvable) resolved within agreed target times	The Time to Resolve a Priority 1 Service Request is less than the Service Levels stipulated in Service Requests	90% of P1 Service Requests resolved within the targets stipulated in Service Requests
Priority 2 Service Requests (Lucidity Resolvable) resolved within agreed target times	The Time to Resolve a Priority 2 Service Requests is less than the Service Levels stipulated in Service Requests	90% of P2 Service Requests resolved within the targets stipulated in Service Requests
Priority 3 Service Requests (Lucidity Resolvable) resolved within agreed target times	The Time to Resolve a Priority 3 Service Requests is less than the Service Levels stipulated in Service Requests	85% of P3 Service Requests resolved within the targets stipulated in Service Requests

Changes		
Normal and Emergency Changes are authorised by both Parties' Authorised Change Approver before they are implemented	Changes made following the Lucidity and Customer Change Request Process – Lucidity to provide measure of compliance with agreed process; Customer to report on unauthorised changes.	100% of Changes will be implemented via the agreed Change Management process
Change requests implemented on the requested date	The original requested date is the same as the implementation date unless otherwise agreed between Customer and Lucidity within the Change Management process	100% of changes requested are implemented on the requested date
Lucidity initiated changes do not cause a P1 Incident.	No Incident occurs that affects functionality in the system related to the changes made. Measured by exception by the Customer Service Manager and agreed with Lucidity Service Account Manager. Lucidity will engage the Customer for Lucidity initiated changes and request resources to support the change and User Acceptance testing.	Target of no more than 1 approved change causes a Priority 1 Incident each 3 calendar months. Not applicable to where a P1 is caused by omission of customer business checks.
Change requests requiring a planned platform outage are implemented during agreed Change Window	Scheduled Change Window for Normal Changes that require a system outage is every second Saturday, 6pm to 8pm unless otherwise agreed between Customer and Lucidity within the Change Management process	100% of Normal Changes that require a system outage implemented in the agreed Change Window.
Retrospective Changes for P1 Incidents	A retrospective Change Request will be completed for resolution of P1 incidents.	Retrospective change captured in Lucidity's Change Management System and documented in the Incident Report.

6.0 Service Requests

The **Service Levels** listed below apply to **Service Requests** only.

Note: Service Requests which require a Change Request to be submitted to the Lucidity Change Advisory Board (CAB) may increase the Target Time to Resolution.

PRIORITY 1 / SERVICE REQUESTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Service Requests / Moves, Adds and Changes	1 hour	-n/a-	8 business hours for Lucidity Resolvable Service Requests
Scenario Examples			
Password reset			
Urgent lost file or data restore			

PRIORITY 2 / SERVICE REQUESTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Service Requests / Moves, Adds and Changes	4 hours	-n/a-	16 business hours for Lucidity Resolvable Service Requests
Scenario Examples			
Restore User Data			
Assistance installing an application			
Change an existing call flow's variable			
Provide access to email, files, or company services which Lucidity manage			
Provide User access to a printer			
Setup VPN access			

PRIORITY 3 / SERVICE REQUESTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Service Requests / Moves, Adds and Changes	8 hours	-n/a-	40 business hours for Lucidity Resolvable Service Requests
Scenario Examples			
Request a new User to be created			
Repurpose an existing configured laptop for a User			
Delete / Archive a User			
Roll out an application companywide			
Create a new file repository			
Minor change to an existing call flow's design / functionality			
Firewall changes			
Configure a new printer			
Restore Company Data			

PRIORITY 4 / SERVICE REQUESTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Service Requests / Moves, Adds and Changes	16 hours	-n/a-	As agreed for Lucidity Resolvable Service Requests
Scenario Examples			
Setup a new laptop			
Add a new subsidiary or acquisitioned company			
Create a new call flow			
Configure a fleet of new printers			
Migrate company data to another Tenant / IT Provider			
Scheduled change			
Small project			

7.0 Incidents

The **Service Levels** listed below apply to **Incidents** only:

PRIORITY 1 / CRITICAL INCIDENTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Incident that renders a critical system and/or critical function unusable for a significant group of Users. Priority 1 incidents when initiated by the customer are logged by phone call.	30 mins within Service Hours 1 hour outside Service Hours for urgent incidents	Every 1 hour	4 hours for Lucidity Resolvable incidents
Scenario Examples			
Service or system operation:			
Unplanned system outage (application, network, or desktop) affecting a site, multiple Users, or Users performing critical functionality with no feasible workaround.			
Unplanned system outage affecting a single key User (e.g. Users to be agreed up front and limited to a max 1% of the total User count) performing critical functionality with no feasible workaround – as agreed with the Customer and Lucidity Service Account Manager.			
Critical system functionality is un-useable or badly affected with no feasible workaround. Examples are: <ul style="list-style-type: none"> • Application Server failure • Infrastructure Application Server failure • OS failure • Application failure • Database failure • Critical Interface failure • Communications failure • Print Server failure during critical work times • Security breach - Data or System restore failure 			
Loss of production data or data corruption with a critical business impact			
Incidents resulting in, or potentially resulting in, large revenue losses, or significant loss of credibility with the Customer's external Customers			
System or key function failure during critical declared work times (e.g. payroll processing every second Monday)			
PRIORITY 2 / HIGH INCIDENTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Incident severely affecting system usage, service levels to end Customers, and billing. Fault situation that presents a high threat or loss of use of critical system function to an individual.	1 hour within Service Hours 1.5 hours outside Service Hours for urgent incidents	Every 2 hours	8 hours for Lucidity Resolvable incidents
Scenario Examples			
Frequently used system functionality significantly compromised			
Print Server failure during normal work periods			
Non-critical interface failure			
Partial system outage impacting productivity			
End Customer service levels in jeopardy			
Loss of production data or corruption with compounding business impact			
New product functionality not available			
Workaround not feasible and/or expensive			
System stability uncertain			

PRIORITY 3 / MEDIUM INCIDENTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Incidents that do not significantly impair the functioning of systems and do not significantly affect service to critical business processes	4 hours within Service hours Next Business Day outside Service Hours	3 business days	5 business days for Lucidity Resolvable incidents
Scenario Examples			
Individual fault where alternate functionality is available			
No significant impact on system function			
Less than 5 Users affected			

PRIORITY 4 / LOW INCIDENTS			
Definition	Time to Respond	Progress Report	Target Time to Resolution
Incidents with minor impact to system functionality or service to Users.	8 hours within Service hours Next Business Day outside Service Hours	5 business days	As agreed for Lucidity Resolvable incidents
Scenario Examples			
Functionality fixed but waiting for a permanent Fix			
Scheduled software/firmware 'bug' Fix			

8.0 Remote User Support Plan Inclusions

The following are Lucidity's standard Remote User Support Plan inclusions unless otherwise agreed. Inclusions are related to products and services procured through Lucidity.

Please ensure all Employees are aware of the Support Plan your company has chosen and of the charges related to out of scope support.

Inclusions	No Plan	Base Plan	Silver Plan	Gold Plan
Overview	Unmanaged	Time & Materials Support with agreed included hours	Unlimited Remote Business Hours Support	Unlimited Remote Business Hours Support with Urgent Afterhours
Service Level Agreement	No	Yes	Yes	Yes
Incidents	T&M	T&M	Included	Included
User Moves, Adds, Changes Examples: <ul style="list-style-type: none"> Request a new User to be created Repurpose an existing configured laptop for a User Assistance installing an application Provide access to email, files, or company services which Lucidity manage Change an existing call flow's variable Provide User access to a printer Setup VPN access Password reset Delete / Archive a User Restore User Data 	T&M	T&M	Included	Included
Company Moves, Adds, Changes Examples: <ul style="list-style-type: none"> Add a new subsidiary or acquisitioned company Configure a new laptop Roll out an application companywide Create a new file repository Create a new call flow Change to an existing call flow's design / functionality Firewall changes Configure a new printer Migrate company data to another Tenant / IT Provider Restore Company Data 	T&M	T&M	T&M	T&M
Urgent After-hours	\$500 + Hourly Rate (minimum of 1 hour)	\$250 + Hourly Rate (minimum of 1 hour)	\$250 + Hourly Rate (minimum of 1 hour)	Urgent: Included Non-Urgent: Hourly Rate (minimum of 1 hour)
Onsite Support	T&M (including travel time)	T&M (including travel time)	T&M (including travel time)	T&M (including travel time)

Internet service faults (Where procured through Lucidity)	T&M	T&M	Included	Included
Hardware Warranty Repairs (Where procured through Lucidity)	Included	Included	Included	Included
Third party service support (Where procured through Lucidity)	T&M	T&M	Included	Included
Projects	As priced	As priced	As priced	As priced

8.1 Executive Ownership

While Lucidity provides various I.T services, the Customer is ultimately responsible to conduct the I.T. Executive function.

Your Executive responsibility should include but is not limited to:

- Ensuring that I.T. systems are fit for purpose and evolve over time
- Are used correctly by Employees
- Are secure
- You meet your obligations under the Privacy Act
- Business continuity plans are in place, including backup and restoration plans
- Having the relevant insurance policies (such as cyber security) in place and ensuring that their policy terms are met

8.2 On-Site technical support

If Lucidity deems the issue to be onsite, whether the issue cannot be recreated elsewhere, or the issue is obvious (no power to a machine for example), Lucidity will then discuss with you how you would like to get the onsite issue rectified. Lucidity can send engineers on-site to address an issue if required on a time and materials basis. On-Site support is not part of the standard Support Plan unless agreed separately in writing.

8.3 Hardware support

The warranty on new hardware supplied by Lucidity unless otherwise stated is 12 months. Warranty on ex-lease equipment is 3 months unless otherwise stated.

Hardware is sold with a return to base warranty. If a unit fails within the warranty period, it is the customer's responsibility to work with Lucidity to get the equipment returned to the original supplier for repair or replacement at the customer's expense.

On-Site Hardware support is not part of the standard Support Plan unless agreed separately in writing.

8.4 Third-Party

Unless otherwise agreed, the Customer is responsible to pay all third-party (not supplied by Lucidity) costs.

8.5 Training

Lucidity provides installation documentation to configure systems that connect to Lucidity supplied services. In person and advanced training is not within the standard scope of service, however Lucidity can provide training and adoption solutions on request.

9.0 Hourly Rate

The following standard rates will be charged (unless otherwise agreed) for work that falls outside of the scope of your Support Plan.

Resource	Hourly Rate - Support Plan	Hourly Rate - No Support Plan
Support Rates		
Helpdesk / Support – Base & Silver Plans	\$165	\$190
Helpdesk / Support – Gold	\$150	\$190
Project Rates		
Systems Engineer / Consultant	\$190	\$220
Senior Consultant / Architect	\$220	\$250

Overtime Rates

- Afterhours and Saturdays: 1.5x
- Sunday and public holidays: 2.0x

10.0 Contacts

10.1 Account Manager

Depending on your support agreement you may have a dedicated Account Manager assigned. If you don't have an Account Manager or are unsure who they are, use the following contact methods:

Email: serviceteam@lucidity.co.nz

Phone: +64 9 550-5201

10.2 Customer Authorisers

Customer Authorisers have authority on the Customer account and can approve financial and security related requests.

If you want to add or a remove a Customer Authoriser, please email serviceteam@lucidity.co.nz with the following information:

- Full Name
- Email Address
- Mobile Number
- Required Authority Level

This request must come from an existing Customer Authoriser. Lucidity's Authority Levels are:

- **Primary Authoriser** - full access to all company information hosted by Lucidity and can authorise any requests.
- **Authoriser** - entrusted to approve chargeable work, perform day-to-day support tasks, access company information, authorise requests, add or update Authorisers.
- **Finance & Billing** - receive invoices by email and will be contacted for any finance related queries.
- **Service Notifications** - notified by email when an incident occurs or maintenance is required. While email is our primary contact method, in the event of a Disaster Recovery situation we may choose to use SMS Text Messaging. After an incident we will provide a more detailed incident report to service notification contacts.

10.3 Billing

All Billing and Accounting support is handled via the accounts@lucidity.co.nz address. For any account queries or questions that do not relate to a technical support request, please contact the Accounts department directly on the above address or call +64 9 363-8888.

11.0 Microsoft Services

By accepting any Lucidity Customer Agreement that includes Microsoft Services you also agree to abide by the Microsoft Licensing Terms and Conditions. You also agree to abide by the Microsoft Office 365 and Azure Service Level Agreements relating to these services and Lucidity cannot be held accountable for any issues or failures that occur with Microsoft Services.

The Microsoft Customer Agreement can be found here - <https://www.microsoft.com/licensing/docs/customeragreement>. These terms and conditions are subject to change by Microsoft at any time. If you disagree with the Microsoft Customer Agreement at any time you must inform Lucidity ASAP and immediately discontinue use of the Microsoft Services. Any Microsoft License Term must be paid in full.

Where Lucidity sells the Customer Microsoft Licensing, the following applies:

1. Microsoft Licensing includes all Microsoft Services Lucidity resell to you the Customer (including but not limited to Microsoft 365/Office 365 and Azure).
2. The Microsoft License Term is independent of the Service Term. As a Microsoft Cloud Solution Provider, we are required to continue to bill for Microsoft Services for all Users until the end of the Microsoft License Term.
3. The customer acknowledges that for Microsoft 365 Subscriptions:
 - a. Monthly Term subscriptions cannot be cancelled mid-term and must be paid in full.
 - b. Microsoft charge a premium for Monthly Terms, and this is subject to change.
 - c. Annual Term subscriptions cannot be cancelled mid-term and must be paid in full.
 - d. Microsoft charge for unassigned/unused licenses and these charges will be passed on to the Customer. Where applicable to the Customers Managed Services plan Lucidity will endeavour to cost optimise licencing. However, it is the Customers ultimate responsibility and Lucidity will not be held responsible for associated costs. Licencing can be managed through Lucidity's Licencing Portal.
 - e. Microsoft adjust for foreign exchange currency fluctuations against the US Dollar on a quarterly basis. These adjustments take effect for licences that are out of term or renewing.
4. The customer acknowledges that for Azure Subscriptions:
 - a. Microsoft charges are based on actual Azure Consumption.
 - b. All Azure Consumption costs will be on-charged to the customer each month.
 - c. Reserved Instances (committed terms on Azure services) cannot be cancelled mid-term and must be paid in full.
 - d. Microsoft adjust for foreign exchange currency fluctuations against the US Dollar on a monthly basis. These adjustments take effect for Azure services immediately, including Reserve Instances that are on a monthly payment cycle.
 - e. Where applicable to the Customers Managed Services plan Lucidity will endeavour to cost optimise Azure Consumption. However, it is the Customers ultimate responsibility and Lucidity will not be held responsible for associated costs.
5. The Microsoft License Term will automatically rollover unless Lucidity is notified 30-days before.
6. As per the Terms and Conditions, Lucidity reserves the right to suspend Microsoft Services for non-payment.
7. Lucidity will not be held responsible for any disputes against Microsoft Services and all costs must be paid in full by the due date. Where Microsoft issues a credit, Lucidity will pass this on to the Customer.

12.0 Backup Services

Where you have procured backup services from Lucidity, we will do everything in our power to give You the best possible chance of recovering your data in the event of a data-loss event.

However, you accept that You are solely responsible for the following:

- The selection of and inclusion of the data being backed up
- The scheduling of backup operations
- Ensuring that successful backups have occurred
- Periodically ensuring that Data can be restored from the Services; and
- Any costs payable to any other third party, including your Internet service provider that result from the use of our data backup Services
- Meeting the requirements of your cyber security insurance policy

Additionally, as per the Terms and Conditions, if you have not procured backup services from Lucidity, you will hold Lucidity harmless against all liability related to any business arising from failure to provide the backup services.

12.1 Azure Backup Policy

Lucidity leverage Azure Backup for Azure Services including Azure Virtual Desktop.

The following Azure Backup storage location options are available:

- **Locally redundant storage (LRS)** - synchronously replicates data to three disks within a *single data center* in the primary region (typically Australia East). Offers a moderate level of availability at a lower cost.
- **Zone-redundant storage (ZRS)** - synchronously replicates data among *three data centers* in the primary region. Provides a higher level of resilience at higher cost.
- **Geo-Redundant storage (GRS)** - provides the features of LRS in the primary region with an LRS copy in a secondary region (typically Australia South).
- **Geo-Zone-Redundant storage (ZGRS)** - provides the features of ZRS in the primary region with an LRS copy in a secondary region.

Lucidity's default Azure Backup Policy is as follows unless otherwise agreed in writing:

Backup Point	File Share Retention Period / Location	Server Retention Period / Location	SQL Retention Period / Location
Daily	30 days / LRS	30 days / LRS	30 days / LRS

12.2 Spanning Backup Policy

Lucidity leverage Spanning Backup for Microsoft/Office 365 Services. Spanning Backup is an optional service that provides a backup of the following data to an immutable storage location in a non-Microsoft datacenter:

- Email
- SharePoint
- OneDrive

Lucidity's default Spanning Backup Policy is as follows unless otherwise agreed in writing:

Backup Point	Retention Period
Daily	Unlimited (provided the User is licensed)

13.0 Recommendations

Lucidity provides products and services that you can integrate into your I.T. Strategy. Lucidity recommends that you work with your HR Department and Managers/Directors to ensure that the Lucidity products are used productively, legally and aligned with your other web, security, and communication policies.

13.1 Access policy

Lucidity recommends that you cover the terms of access to your I.T. systems clearly within your individual Employee contracts and/or company policies.

Please ensure that you have clearly stated in your Employee contracts or policies that you or Lucidity may, if required, have access to Employee logins and information. You will want to closely align this to the privacy section of your Employee contract or company policies. Lucidity has the right to refuse configuring access until we have been provided written instruction by the CEO/GM or Director of the business.

When You have an Employee that leaves, we recommend that You immediately disable the User.

Lucidity will not be held responsible for any misuse of I.T. systems by your Employees.

13.2 Security policy

Lucidity recommends that you have a defined security policy as well as a cyber security incident management plan.

13.3 Password policy

Lucidity strongly recommends you keep your password private and do not write it down. Remember, your Username and password is the key into your I.T. systems. Lucidity also strongly recommends that all Users accessing your I.T. systems are enabled with Multi-Factor Authentication.

It is the complete responsibility of the Customer and their Employees to always protect their system passwords and access to the system. Neither the Customer nor their Employees should share their passwords. Lucidity has no liability for any security breach arising from the Customer's or their Employees failure to keep passwords secure.

13.4 Business Continuity Plan

Lucidity recommends that you have a defined Business Continuity Plan in place. It should cover:

- Data loss and recovery
- Loss of access to buildings

13.5 Minimum Security Recommendations

As a defence against cyber security breaches Lucidity strongly recommends that the Customer implements Lucidity's Minimum Security Recommendations:

- Enable Multi-Factor Authentication
- Disable Legacy Security Protocols
- Enable Self-Service Password Reset

If You choose not to implement Lucidity Minimum Security Recommendations You waive all rights to claim against Lucidity for any issues, errors, damage, data loss or information disclosure caused by a cyber security incident and agree to indemnify Lucidity for all applicable fees or charges that are charged to Lucidity Cloud Services or by Lucidity Cloud Services, including indemnifying Lucidity's legal or other costs (payable on an indemnity basis) in pursuing payment of licences and labour to rectify any issues caused.

13.6 Email policy

We advise that you implement your own email policy as Lucidity will not be held responsible for any misuse of the email system. When you have an Employee that leaves, we recommend that you immediately disable the User.

13.7 Telephony policy

Lucidity telephony products enable your Employees to work where and when they want. It is the Customer's responsibility to implement policies around who has access to the system and when.

Lucidity telephony products provide the ability for Employees to make calls to anywhere in the world. The Call Forwarding features allow the Employee to set a mobile or other number to forward incoming calls to.

It is the customer's responsibility to understand the call charges that can be incurred by their Employees and put in place suitable policies to ensure the call charges are within the customer's expected budget.

13.8 Internet access policy

Different companies have different approaches to blocking web content to Employees. Lucidity encourages its customers to put in place internet access policies and can facilitate any necessary environment lock-downs on request. Lucidity is in no way responsible for any issues arising from internet misuse.

13.9 Bandwidth and mobile data policy

Lucidity is not responsible or liable for internet bandwidth that the Customer or its Employees use while accessing I.T. systems. Please ensure that your methods of connection to the internet are sufficient and that all Users are familiar with how to connect and what it means to connect from different hardware types. Lucidity will not be held responsible for costs incurred from improper use. (e.g, overseas roaming charges from mobile phones etc.)

14.0 Definitions and Interpretation

All terms used in this document will bear the same meanings given to those terms in the Lucidity Terms and Conditions except where the context otherwise requires.

“Customer Agreement” means our agreement to provide Services to you which contains the key details of our relationship, and which has been signed by You, which is represented by and includes any of the following documents:

- a. Your Customer Agreement
- b. Your Service Agreements & Service Level Agreements
- c. Statements of Work
- d. Proposals
- e. Related Product Specifications
- f. Accepted Quote
- g. Signed Contract
- h. Application Form

“Business Days” means Monday to Friday inclusive, excluding national public holidays and the provincial anniversary day applicable to the affected customer site.

“Business Hours” means 8:00am to 5:30pm on Business Days.

“Customer”, “you” or “your” means the customer/customer as identified in the Customer Agreement.

“Change Request” means the formal process followed when a change is required to a system.

“Fault” means a defect, fault, or impairment in a Service, which causes an interruption in the provision of that Service.

“Incident” means an event that is not part of the standard operation of a service and causes or may cause disruption to, or a reduction in, the quality of Service(s). Incidents are quantified as being logged to the Helpdesk via agreed Communication Methods.

“Lucidity”, “we” or “us” or “our” means Managed Hosted Applications Limited trading as Lucidity (or any of our related Companies).

“Microsoft Commitment Term” is the Microsoft licencing commitment term agreed by the Customer in a Customer Agreement.

“Move, Add or Change” (or “MAC”) means when Users or applications or Services are added to, removed from or a change is made to them.

“Our Network” means all computer equipment utilised by Us or any of Our Related Companies to provide services to You.

“Lucidity Resolvable” (or “resolvable by Lucidity”) means an Incident, Change or Service Request that can be completed or resolved in its entirety without needing to be passed to a third-party service provider or to the Customer.

“Services” means all products and services that we (or any of our Related Companies) may agree to provide to you pursuant to any Customer Agreement.

“Service Levels” (or “Service Level Agreement” or “SLA”) means the service levels or targets which we will use all reasonable endeavours to ensure, but do not guarantee, will be achieved.

“Service Requests” shall be defined as any request for Service initiated by the Customer including change requests for in scope Services and which are being logged to the Helpdesk via agreed Communication Methods. Service Requests do not include:

- Incidents
- Agreed Fixed Hourly Rate work and Projects
- Requests that are raised on behalf of or by the Customer for the Customer or other third-party resources to resolve
- Requests for services specifically out of scope

“Service Term” means the initial term defined in each Customer Agreement between Us (or any of our Related Companies) and You.

“Priority” (or “Severity Level” or “Severity”) means the priority designation assigned to incidents based on the business impact and urgency.

“Users” (or “Staff” or “Employees”) means any user of the Customer’s I.T. infrastructure and associated computer applications, be they Employees of the Customer or those of its partners.

“Third Party” means any materials, equipment, services or software provided by any person other than us.

In this Support Policy, unless the context otherwise requires:

- a. headings are for convenience only and do not affect interpretation;
- b. the singular includes the plural and vice versa;
- c. words in the masculine mean and include the feminine and vice versa.
- c. unless otherwise stated, all references to dollars, value and price are to the New Zealand currency and exclude goods and services tax;
- d. a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time; and
- e. the use of the words “includes” or “including” is not to be taken as implying any form of limitation.