

1. INTRODUCTION

This End of Life Policy outlines the procedures for retiring and discontinuing software and SaaS products provided by Operati. Operati acknowledges its responsibility to provide transparent information regarding its end-of-life practices to its clients and users. This policy aims to ensure a smooth transition and minimise any disruptions to your business operations.

2. DEFINITION OF END OF LIFE (EOL)

End of Life refers to the point at which a software or SaaS product will no longer be supported, updated, or maintained by Operati. This decision may be driven by various factors, such as technological advancements, business strategies, or market conditions. EOL does not necessarily mean immediate termination, but outlines the timeline and steps for discontinuation.

3. NOTIFICATION

At least 6 months prior to the planned EOL date of a Service and 12 months prior to the planned EOL date of on-premise Software, Operati will provide a formal written notification to clients and users affected by the product's discontinuation. This notification will be delivered via email, direct communication, and prominently displayed on our website. The notification will include relevant details such as the EOL date, alternative solutions (if applicable), and support options during the transition period.

4. TRANSITION PERIOD

Upon notification of the EOL, Operati will provide a reasonable transition period of at least 6-12 months depending on the product affected, before officially discontinuing the software or SaaS product. During this period, Operati will continue to provide customer support, critical updates, and fix any defects to ensure uninterrupted service for its clients. It will also provide guidance on migrating to alternative solutions, if available. Operati will give pro-rata refunds for the remainder of any then unexpired term of a Customer's contract.

5. CUSTOMER SUPPORT

During the transition period, Operati will continue to offer customer support based on the terms of your existing support agreement. Operati's support team will assist you with any queries, issues, or concerns related to the EOL process. However, after the transition period support will be limited to critical security patches and ensuring the product's functionality until the EOL date.

6. ALTERNATIVES AND MIGRATION ASSISTANCE

If appropriate, Operati may offer alternative solutions or recommendations for migrating to similar or upgraded products. It will provide documentation, guides, and resources to facilitate a smooth transition. However, the decision to migrate and associated costs will be the responsibility of each client or user.

7. DATA RETENTION AND DISPOSAL

On expiry or termination of the Services however caused the Customer's Right to Access and Use the Service will automatically cease. In the event that a Customer requests the return of Customer data, additional Fees will normally apply.

If no request for return of Customer data is logged, Operati will destroy all Customer data within ninety (90) calendar days of expiry or termination of the Service. If a request for return of Customer data is logged, Operati will make the Customer data available in a machine-readable format nominated by Operati within a reasonable timeframe.

If a different machine-readable format (other than the machine-readable format nominated by Operati) or human readable format is requested by the Customer, Operati will use its reasonable endeavours to assist with such request but will normally require ninety (90) calendar days' written notice of such preference - delivery will be subject to availability of relevant resource or skill set and additional Fees will apply.

8. LEGAL AND COMPLIANCE OBLIGATIONS

Throughout the EOL process, Operati will uphold its legal and compliance obligations related to the software or SaaS product. It will ensure that any cessation of services adheres to applicable regulations, contracts, and agreements.

9. REVIEW AND UPDATES TO THE POLICY

This End of Life Policy will be periodically reviewed and updated by Operati to reflect changes in technology, business strategies, or regulatory requirements. Operati recommends checking its website or contacting its support team for the most up-to-date information regarding specific software or SaaS products.

10. RIGHT TO DISCONTINUE MODULES

Operati reserve the right to discontinue any module or functionality of its Software and/or cease to provide Support in respect of such module or functionality provided Operati gives the Customer not less than 6 months' notice of such discontinuance/cessation.

Where Operati decides to discontinue or withdraw a product comprising part of its Software or Service from the market (for example, Operati cease to continue with and implement a programme of continuous development, updating and improvement in respect of that so that it continues to be capable of complying with applicable legal, fiscal and regulatory requirements and therefore decides to cease to provide that Software or Service to customers) (being "Discontinued Software"), Operati shall provide the Customer with as much prior notice as is reasonably practicable of any proposed Discontinued Software and shall use commercially reasonable efforts to ensure that such notice is not less than 6 months.

If Operati notifies the Customer of any Discontinued Software, the right to use that Discontinued Software shall terminate with effect from the discontinuance date as notified by Operati to the Customer, unless the parties otherwise agree in writing.