

SERVICE LEVEL AGREEMENT

DEFINITIONS

All terms defined in this SLA shall have the meaning set out in the Terms and Conditions, unless defined otherwise in this SLA.

1. HOSTING SERVICES

Hosting services shall include hosting of the Solution together with related components and Customer owned content as set out below.

1.1 Availability

The Company will use commercially reasonable measures in terms of redundancy, monitoring and platform management to make the Solution available 99.5% via the Internet 24 hours a day 7 days a week. Availability shall be measured annually and the items set out in clause 7 of this SLA and all Planned Maintenance shall be excluded from the calculation of availability of the Solution.

2. SECURITY

The infrastructure and security provided by the Company and the third parties it uses to provide the Solution is set out in detail in the DPA.

3. SUPPORT SERVICES

Support services shall include maintenance of the Solution and Customer platform including corrective maintenance and enhancements and a customer support service for the Solution and Customer platform as set out below.

3.1 Scope of Support Services

Maintenance and support services shall not be provided for issues arising from: (i) modifications, alteration or configuration of any part of the Solution by the Customer or a third party that has not been authorised in writing by the Company; and/or (ii) technology or IPR that has not been provided by the Company pursuant to the terms of the Agreement.

3.2 Problem Notification

The Company provides support services from a support portal which is available to named support users. Support services are provided in English.

Problems may be reported to the support centre via the support portal.

3.3 Problem Acknowledgement

Upon receipt of a problem notification the Company shall respond to the Customer, within the time frame set out in clause 4.2 of this SLA as applicable, based on the severity and type of problem. Such response shall specify the severity level and type of problem.

3.4 Support Hours

The Company offers support for the Solution during Business Hours on Business Days in English.

4. PROBLEM RESOLUTION

Problems with the Solution will be dealt with in accordance with their level of severity. The time frame in which problems will be resolved will depend upon whether they are classified as a bug or incident as set out below.

4.1 Problem Severity Classification

Severity	Description
High	A problem is classified as high if the Solution is not available, or the Customer or Authorised Users cannot log in or if there appear to be serious performance or access problems.
Medium	A problem is classified as medium if a key feature or service is unavailable and the availability of the Solution is not affected.
Low	A problem is classified as low if there is any other problem that does not fall into another severity category.

4.2 Response and Target Resolution Times

Severity	Response Time*	Target Resolution Time for Incidents*		Target Resolution Time for Bugs*	
		Temporary work around	Permanent	Permanent work around	
High	Within 1 Business Hour	1 Business Hour	4 Business Hours	4 Business Hours	4 Business Days
Medium	Within 4 Business Hours	4 Business Hours	4 Business Days	Future Release	
Low	Within 1 Business Day	1 Business Day	7 Business Days	Future Release	
<ul style="list-style-type: none">The above response and resolution times are targets. Any failure to achieve these does not entitle the Customer to terminate the Agreement for breach					

5. MAINTENANCE SERVICES

5.1 Releases

Releases may contain new or amended features. There may be some need for configuration and additional user training in order to obtain the maximum benefit of the new features. Unless otherwise indicated releases do not significantly impact the existing technical setup of the Customer or training materials.

The Company reserves the right to vary the frequency of Releases but will give Customers notice of a planned date for the new release.

5.2 Patches

Patches provide bug fixes, performance and SLA improvement. Such features and functionality do not impact the current configuration of the Customer, nor require additional training.

There are 2 categories of patches:

Normal Patches which include fixes on medium or low severity bugs, as well as a combination of change requests and small features.

Emergency Patches include fixes on issues that are qualified as urgent by the Company, or relate to high severity bugs, security threats, performance, or availability. Emergency patches are deployed as and when necessary.

Patches are deployed as required for all Customers of a given release. Deployment usually takes place during low system traffic time. The deployment is usually 100% automatic. All existing setup and data will remain unchanged. No user or administrator intervention is required. No manual intervention of the Customer administrator is required.

5.3 Planned Maintenance

The Company usually carries out planned maintenance in the maintenance windows set out below. If planned maintenance is to be performed outside of these windows the Company shall give the Customer at least 48 hours prior notice.

Normal Patch	
Deployment window	1 to 2 hours
Deployment schedule	Weekends or evenings
Interruption of service	Usually none
Upfront Notice Period	No notice required

Release	
Deployment window	1 to 4 hours
Deployment schedule	Weekends or evenings
Interruption of service	Usually none
Upfront Notice Period	Minimum 5 Business Days

Platform Upgrades	
Deployment window	1 to 12 hours
Deployment schedule	Weekends or evenings
Interruption of service	Likely
Upfront Notice Period	Minimum 30 Days

5.4 Emergency Maintenance

The Company shall where possible, provide the Customer with prior notice of emergency maintenance. However, work may commence at any time and shall continue until completed. The Company shall attempt but cannot guarantee scheduling emergency maintenance during non-Business Hours.

6. CUSTOMER'S OBLIGATIONS

The Customer has the following obligations under this SLA:

- to provide all suitable hardware and software and telecommunications equipment required for accessing the Solution;
- to inform the Company without delay of any problems with the Solution;
- to purchase upgrades for its own software, if necessary, for the error free operation of its own software with the Solution;
- to check its systems for the most commonly known worms and viruses;
- to have a current virus scanner installed for each Customer system accessing the Solution.

7. LIMITATION OF LIABILITY

The Company shall not be liable for, and shall have no obligation to fix, any errors, Incidents, problems or bugs or any lack of availability of the Solution caused by the following:

- any breach of the Customer's obligations set out in clause 6 above;
- use of the Solution on a system not supported by the Company or specifically agreed in writing in this Agreement;
- unavailability of telecommunications;

- faults or omission of ISPs;
- any lack of connectivity caused by a third party;
- any bugs or defects in any third party software that interacts with the Customer's data once it leaves the Company's data centres;
- any denial of service attacks, network floods and hacking;
- interconnection of the Solution with other software products not supplied by the Company except as expressly agreed in writing in the Agreement;
- any DNS issues not within the direct control of the Company i.e. a fault on the Customer's network or own equipment configuration;
- problems or errors that occur while the Company is waiting for the Customer to provide information to enable it to rectify a fault or restore services;
- faults caused by the Customer's management or connection to the Solution;
- the Customer failing to take part in training offered by the Company, necessary for use of the Solution;
- Force Majeure.