Service level agreement

EC2i's mission is to provide robust, scalable software solutions which are best in class and providing you our customer (**Customer**) with significant, production efficiency gains. In support of that goal we provide a Service Level Agreement (SLA) for all our paying Customers.

1.   INTERPRETATION

The following definitions and rules of interpretation apply in this schedule.

1.1   Definitions:

Commercially Reasonable Efforts: the same degree of priority and diligence with which EC2i meets the support needs of its other Customers.

Customer Cause: any of the following causes:

(a)   any improper use, misuse or unauthorised alteration of the Software by the Customer;

(b)   any use of the Software by the Customer in a manner inconsistent with the then-current Documents;

Fault: any failure of the Software to operate in all material respects in accordance with the Specification and Documents, including any failure or error referred to in the Service Level Table.

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software.

Higher-level Support: any higher-level support provided by EC2i after an internal escalation of the support ticket by the Help Desk team

Main Agreement: the agreement to which this schedule relates.

Out-of-scope Services: either of the following services:

(a)   any services provided by EC2i in connection with any apparent problem regarding the Software reasonably determined by EC2i not to have been caused by a Fault, but rather by a Customer Cause or a cause outside EC2i's control (including any investigational work resulting in such a determination); or

(b)   any Higher-level Support provided in the circumstances specified in paragraph 2.4.

Service Credits: the service credits specified in the table set out in paragraph 7.1.

Service Levels: the service level responses and response times referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 6.1.

Solution: either of the following outcomes:

    (a)   correction of a Fault; or

    (b)   a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by EC2i) that is reasonably acceptable to the Customer.

Support Fees: are fully inclusive in the SaaS agreement pricing model

Support Hours: 08:30am-17:30pm GMT Monday to Friday excluding UK Bank Holidays

Support Period: the Term will match the SaaS agreement

Support Request: request made by the Customer in accordance with this schedule for support in relation to the Software, including correction of a Fault.

Support Services: maintenance of the then-current version or release of the Software, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

1.2   All initial capitalised terms in this schedule shall have the meaning given to them in the Main Agreement.

2. SUPPORT SERVICES

2.1   During the Support Period EC2i shall perform the Support Services during the Support Hours in accordance with the Service Levels.

2.2   As part of the Support Services,

2.3   EC2i shall:

    (a)   provide Help Desk Support by means of the following telephone number 01702 209058 and e-mail address tech-support@ec2i.biz;

    (b)   commit appropriate resources to the provision of Higher-Level Support;

    (c)   use Commercially Reasonable Efforts to correct all Faults notified under paragraph 4.3(a); and

    (d)   provide technical support for the Software in accordance with the Service Levels.

2.4   Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-

of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.5   EC2i may reasonably determine that any services are Out-of-scope Services. If EC2i makes any such determination, it shall promptly notify the Customer of that determination and explain how we came to that conclusion

2.6   The Customer acknowledges that EC2i is not obliged to provide Out-of-scope Services.

3.   FEES

3.1   The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Support Period shall be inclusive during the period of the SaaS agreement dates

3.2   The provision of Support Services outside the Support Period or at the Customer Site or the provision of Out-of-scope Services shall be charged for at the applicable time and materials rates set out in EC2i Professional Services Price Matrix

4.   SUBMITTING SUPPORT REQUESTS AND ACCESS

4.1   The Customer may request Support Services by way of a Support Request.

4.2   Each Support Request shall include a description of the problem, the start time of the incident, any user details, steps to replicate the issue, when the issue arose & the severity of the problem

4.3   The Customer shall provide EC2i with:

   (a)   prompt notice of any Faults; and

   (b)   such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to EC2i in writing) remote access to the Customer System, as are reasonably necessary to assist EC2i to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

4.4   All Support Services shall be provided from EC2i's office.

5. UPTIME

5.1 Service Credits will be issued if the monthly uptime percentage falls below our minimum commitment of 99.5%. Additional Service Credits will be issued if the monthly uptime percentage falls below two additional uptime targets as follows:

Service Level (Monthly Uptime Percentage)	Service Level Credit
Less than 99.5%, but greater than 99%	1
Less than 99%, but greater than 95%	2
Less than 95%	3

6. SERVICE LEVELS

6.1 EC2i shall:

(a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and

(b) respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Service Level response and response time
1	**Critical:** Renaissance modules are not accessible or operational	We will respond within one hour of your request being submitted. We will update you twice a day during support hours. We will start to resolve your issue within one support hour. We will work continuously to resolve your issue. We will provide a workaround within

		one support day. We will provide a final fix within 5 support days.
2	**Important:** Renaissance modules are operational, but there is a major functional problem that prevents you working	We will respond within 2 hours of your request being submitted. We will update you once a day during support hours. We will start to resolve your issue within 4 support hours. We will work continuously to resolve your issue. We will provide a workaround within 3 support days. We will provide a final fix within 15 support days.
3	**Necessary:** Renaissance modules are functional issue does not significantly prevent you working, but affects performance or user experience.	We will respond within 4 support hours of your request being submitted. We will update you once a week during support hours. We will provide a final fix within 30 support days.

6.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

6.3 EC2i shall give the Customer regular updates of the nature and status of its efforts to correct any Fault

6.4 Monthly reports will be published to show the prior months Service Level and Uptime Performance figures to determine if service credits are entitled

7. SERVICE CREDITS

7.1 If EC2i fails to provide a Solution within the relevant Service Level response time, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Fault on submitting a written claim for such Service Credit, provided that the relevant Fault or other problem relating to the Software:

    (a) did not result from a Customer Cause or a cause outside EC2i's control; and

    (b) was promptly notified to EC2i under paragraph 4.3(a).

Priority	Service Credit
Priority 1	3
Priority 2	2
Priority 3	1

7.2 The provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.

7.3 A service level credit provides one additional calendar day of use on EC2i's Renaissance modules to which you are subscribed. The credit will be added to the end of your current billing period. Service Level Credits may not be exchanged for a cash refund.

7.4 If a downtime period is less than 10 minutes, it will not be included in the SLA. If there are any performance issues resulting in matters outside of EC2i's reasonable control, these will not be included in the SLA. Scheduled downtime will not be included in the SLA, however, we commit to notifying administrators at least 8 hours in advance of any scheduled downtime.

8. **OTHER REMEDIES**

A customer can request an escalation or direct contact with a senior manager by replying to the support ticket that is already assigned to the issue or by calling 01702 209058.