



## Ipllicit Ltd – SUPPORT POLICY & SERVICE LEVEL AGREEMENT

### Services covered

This SLA covers only those services provided by Ipllicit to the client for purposes of support of their Ipllicit accounting software (“System”). Ipllicit provides a support service.

This SLA contemplates only those above-named services and makes no guarantees or representations as to the provision or availability of any other service that may be provided by Ipllicit as an ancillary benefit to its clients.

### Exclusions

This SLA is written in good faith. Ipllicit will always do everything possible to rectify every issue in a timely manner. However, there are exclusions.

This SLA does not apply to:

- Any equipment, software, services, third party or otherwise, or any other parts of the System not listed above.
- Software, equipment or services not purchased via and managed by Ipllicit.

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is not recommended.
- The client has made unauthorized changes to the configuration or set up of affected equipment, software or services.
- The client has prevented Ipllicit from performing required maintenance and update tasks.
- The issue has been caused by unsupported mobile devices, equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond Ipllicit’s control. For instance: floods, war, acts of god, civil unrest and so on.

This SLA also does not apply if the client is in breach of its contract with Ipllicit for any reason (e.g. late payment of fees, improper use, violation of terms, etc.).

### Responsibilities

#### Ipllicit responsibilities

Ipllicit will provide and maintain the System used by the client.

Ipllicit will make available the System through an internet web browser client or Ipllicit’s proprietary desktop client application.

Additionally, Ipllicit will:

- Ensure relevant software and services are available to the client where necessary.
- Respond to support requests within a reasonable timeframe (see below)
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.



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### Client responsibilities

The client will use IPLICIT-provided system as intended. The client will be responsible for, and obtain, all consents required under any law or regulation in any jurisdiction, relating to the use of the System on the telephone system, including but not limited to General Data Protection Regulation (GDPR) and the Telephone Consumer Protection Act (“TCPA”).

The client will insure, indemnify, and hold harmless IPLICIT for any violations, real or alleged, of any laws or regulations, relating to the use of the System with the client’s consumers and customers.

The client will:

- Notify the client of issues or problems in a timely manner.
- Provide IPLICIT with access to equipment, software and services for the purposes of support, maintenance, updates and fault prevention.
- Maintain good communication with IPLICIT at all times.

### Support Service Hours and Target Response Times

#### Support Service House

Monday to Friday: 9am – 5:30pm  
Excluding UK bank/public holidays.

#### Target Response Times

Target Response Time is the time at which we assign a Priority level of 1, 2, 3 or 4 that has, subject to your availability, been communicated to you.

Where Target Response times are quoted, these refer to IPLICIT’s business hours. The SLA clock starts when the incident is received and stops at the end of the working day (please see section on Incident Status for clock on/clock off scenarios) and resumes at the start of the next working day. The SLA clock does not run during weekends or UK bank/public holidays. To meet these target response times it is essential our Support professionals have remote access to your system. Where authorisation is required to access your system, the SLA clock will be stopped until access is granted.

Priority	Business Impact	Target (1st )Response
1	All or critical functionality unavailable, causing significant operational impact or system unusable	1 hour
2	Critical functionality unavailable, but interim workaround is available and accepted by customer based on reasonable business criteria	4 Hours
3	A problem not preventing operations but with the potential to do so if unresolved	8 Hours
4	A minor problem either cosmetic or otherwise and not preventing the operation of the system. Low impact/cosmetic	40 Hours



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### Target Resolution Times

Priority	Business Impact	Target Resolution
1	All or critical functionality unavailable, causing significant operational impact or system unusable	4 hours
2	Critical functionality unavailable, but interim workaround is available and accepted by customer based on reasonable business criteria	24 Hours
3	A problem not preventing operations but with the potential to do so if unresolved	Next Release
4	A minor problem either cosmetic or otherwise and not preventing the operation of the system. Low impact/cosmetic	Future Release

### Service Level Agreement - Uptime

#### 1. IPLICIT Application Commitment: 99.8% Uptime

IPLICIT will use commercially reasonable efforts to make your IPLICIT Financial Software running in Dedicated Environments available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle (the "Service Commitment"). Subject to the SLA Exclusions, if we do not meet the Service Commitment, you will be eligible to receive a Service Credit.

A Monthly Uptime Percentage of 99.8% means that we guarantee you will experience no more than 87.6 min/month of Unavailability.

#### 2. Definitions

"Maintenance" means scheduled Unavailability of the Financial Software, as announced by us prior to the Financial Software becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the IPLICIT Financial Software were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Unavailable" and "Unavailability" mean, for app services and databases, when your service or database is not running or not reachable due to IPLICIT's fault.



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### 3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges due on your IPLICIT License invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

For Monthly Uptime Percentage less than 99.8%, you will be eligible for a Service Credit of 10% of the charges attributable to the affected resources.

For example, if you have the Financial Software is Unavailable for 100 minutes, you would be eligible for a Service Credit for 10% of the License Fee for the month.

We will apply any Service Credits only against future payments for the Services otherwise due from you. Service Credits will not entitle you to any refund or other payment from IPLICIT. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than twenty pounds (£20 GBP). Service Credits may not be transferred or applied to any other account.

### 4. Sole Remedy

Unless otherwise provided in the Terms, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### 5. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by emailing support@IPLICIT.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

the words "SLA Credit Request" in the subject line;

the dates and times of each Unavailability incident that you are claiming;

the account handle(s); and logs that document the errors and corroborate your claimed outage.

### 6. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

1. That results from factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the IPLICIT application;
2. That results from any actions or inactions of you or any third party;
3. That results from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
4. That results from any Maintenance (i.e. upgrades of your IPLICIT system)

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

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