

Service Level Agreement

1. Introduction

1.1 In this Schedule:

“Core e-bate® Functionality” means the functionality provided to you in the e-bate application;

“New Module” means a new module that is introduced to the Platform, which will be available to customers on request; and

"Service Credits" the service credits specified in the table set out in Paragraph 8.

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. Helpdesk

2.1 The Provider will make available, Monday to Friday 09:00 – 17:00, a telephone and email helpdesk facility for the purposes of:

- (a) assisting the Customer with the configuration of the Platform;
- (b) assisting the Customer with the proper use of the Platform; and/or
- (c) determining the causes of errors and fixing errors in the Platform.

2.2 The Customer must make all requests for Support Services through the helpdesk, and all such requests must include at least the following information: Company Name, Individual Name, Email Address, Telephone Number and Problem Description. The Customer must provide prompt notice of any fault or issue to the Provider.

2.3 The Customer acknowledges that, to properly assess and resolve support requests, it may be necessary to permit the Provider direct access at the Customer Site to the Customer's system and the Customer's files, equipment and personnel. The Customer shall provide such access promptly, provided that the Provider complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to the Provider.

3. Response and resolution times

3.1 The Provider will:

- (a) use all reasonable endeavours to respond to requests for Support Services made through the helpdesk; and
- (b) use all reasonable endeavours to resolve issues raised by the Customer, promptly / in accordance with the following response time matrix.

Severity	Examples	Response time	Resolution Targets
Critical	The system is unavailable or is blocking critical functionality without any usable workaround.	1 hrs	8 Hours
High	Issue that affects core functionality of the application, however the application is still usable, perhaps with the use of a workaround.	24 Hours	2 Weeks
Medium	Issue affects functionality, but not in core system areas. The system can be used as normal.	1 Week	Next Release
Low	Does not interfere with functionality, issues such as spelling mistakes or misaligned text.	2 Weeks	No Committed time.

3.2 The Provider, in consultation with the Customer will determine, acting reasonably, in to which severity category an issue raised through the Support Services falls and will prioritise all support requests based on such assessment.

3.3 All Support Services will be provided remotely unless expressly agreed otherwise by the Provider.

4. Limits on Support Services

4.1 The Provider shall have no obligation under this Agreement to provide Support Services in respect of any fault or error caused by:

- (a) the improper use of the Platform; or
- (b) the use of the Platform otherwise than in accordance with the Documentation.

4.2 The Provider may reasonably determine that any services are outside of the scope of the Support Services. If the Provider makes any such determination, it shall promptly notify the Customer of that determination.

5. Upgrades

5.1 The Customer acknowledges that from time to time during the Term the Provider will apply Upgrades to the Platform, and that such Upgrades may, subject to Paragraph 5.2, result in changing the appearance and/or functionality of the Platform.

5.2 No Upgrade shall disable, delete or significantly impair Core e-Bate® Functionality.

5.3 The Provider will give to the Customer at least 14 days' prior written notice of the application of any significant Upgrade to the Platform. Such notice shall include details of the specific changes to the functionality of the Platform resulting from the application of the Upgrade.

5.4 The Customer shall not be subject to any additional Charges arising out of the application of the Upgrade, save where:

- (a) The Upgrade introduces New Modules to the Platform;
- (b) That New Module does not serve the same purpose as legacy functionality that ceases or has ceased to be available as a result of any Upgrade;
- (c) Any decision by the Customer not to pay the Charges for New Modules will not prejudice the Customer's access to and use of the rest of the Platform.

6. Back-up and restoration

6.1 Subject to Paragraph 6.2, the Provider will:

- (a) Make back-ups of the Customer Materials stored on the Platform, A full backup will be made every night and transactional log backups at least every 15 mins for production databases.

This will be stored encrypted using AWS S3 with the following retention periods:

- At least 30 days on [Standard](#) (instant) access storage
- 30-90 days on [Standard-IA](#)
- 90-356 days on [Glacier](#)

6.2 In the event of the loss of, or corruption of, Customer Materials stored on the Platform being notified by the Customer to the Provider under Paragraph 2, the Provider shall if so directed by the Customer use all reasonable endeavours promptly to restore the Customer Materials from the most recent available back-up copy.

7. **Scheduled maintenance**

7.1 The Provider may suspend access to the Platform in order to carry out scheduled maintenance, such maintenance to be carried out outside Monday to Friday 09:00 – 17:00 and such suspension to be for not more than 8 hours.

7.2 The Provider must give to the Customer at least 14 days' written notice of schedule maintenance, including full details of the expected Platform downtime.

7.3 Platform downtime during scheduled maintenance carried out by the Provider in accordance with this Paragraph 7 shall not be counted as downtime for the purposes of Paragraph 9.

8. **Emergency Maintenance**

8.1 In the event of a critical issue or vulnerability being discovered in the platform, the provider may suspend access to carry out emergency maintenance. Where possible the provider will endeavour to carry out such maintenance outside of Monday to Friday 09:00 – 17:00.

8.2 The provider will endeavor to provide at least 24 hours written notice of emergency maintenance. The notice will include full details and reasoning for the unscheduled maintenance and why it could not be carried out as scheduled maintenance.

8.3 Platform downtime during scheduled maintenance carried out by the Provider in accordance with this Paragraph 8 shall not be counted as downtime for the purposes of Paragraph 9.

9. **Service Credits**

9.1 If the Provider 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 the Provider's control; and

(b) was promptly notified to the Provider under Paragraph 2.2.

Severity Level of Fault	Service Credit
1	An amount equal to 3/365 of the current annual License Fee for each additional day or part of a day (not to exceed 10 days) that the Provider fails to provide a Solution.
2	An amount equal to 2/365 of the current annual Support Fee for each additional day or part of a day (not to exceed 5 days) that the Provider fails to provide a Solution.
3	An amount equal to 1/365 of the current annual Support Fee for each additional day or part of a day (not to exceed 5 days) that the Provider fails to provide a Solution.

- 9.2 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.
- 9.3 The provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.
- 9.4 Service Credits shall be shown as a deduction from the amount due from the Customer to the Provider in the next invoice then due to be issued under the Main Agreement. The Provider shall not in any circumstances be obliged to pay any money or make any refund to the Customer.