

SERVICE LEVEL AGREEMENT

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All terms in capitals used in this SLA shall have the meaning given to them in the Special Terms - SaaS Services unless defined otherwise in the main terms of the MSA.

1. HOSTING SERVICES

Hosting services shall include hosting of the Solution together with related components and Customer Data 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 via the Internet 24 hours a day 7 days a week. Availability shall be measured annually and the items set out in clause 6 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 data centres it uses to provide the Solution is set out in more 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 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 MSA.

3.2 Problem Notification

The Company provides support services from a UK support centre which is available to named support users. Support services are provided in English. Problems may be reported to the support centre by email, telephone or via the Internet, using the contact information provided at <https://vatix.com/contact-us/>

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 a 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 it 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 or agreed way forward	Permanent	Temporary work around or agreed way forward	Permanent
High	Within next Business Day	Within 24 Business Hours	5 Business Days	5 Business Days	Next Release or Version
Medium	Within next Business Day	Within 48 Business Hours	10 Business Days	Next Release or Version	
Low	Within next 2 Business Days	Within 72 Business Hours	15 Business Days	Next Release or Version	

5. 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 and/or using the Solution;
- to provide the necessary data network connectivity required to allow the Solution to function;
- 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 or entity accessing and/or using the Solution.

6. 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 services, hardware, or software not provided by the Company, including, but not limited to, issues resulting from inadequate bandwidth, unavailability of telecommunications, faults or omission of ISPs, lack of connectivity or other issues related to third-party software or services;
- use of the Services on a system not supported by the Company or specifically agreed in writing in the MSA;
- interconnection of the Services with other software products not supplied by the Company except as expressly agreed in writing in the MSA;

- 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 the Services;
- use of the Services after the Company advises the Customer to modify its use of the Services, if the Customer did not modify its use as advised;
- the Customer's unauthorized action or lack of action when required, or from its employees, agents, contractors, or vendors, or anyone gaining access to the Company's network by means of the Customer's passwords or equipment, or otherwise resulting from the Customer's failure to follow appropriate security practices;
- the Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or its use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported) or inconsistent with the Company's published guidance;
- faults caused by the Customer's management or connection to the Services;
- faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- use of features of the Services that are outside of the Company support windows;
- the Customer failing to take part in training offered by the Company, necessary for use of the Services;
- attempts to perform operations that exceed prescribed quotas or that result from the Company's throttling of suspected abusive behaviour;
- any Services not paid for at the time of any Incident;
- Force Majeure.