

SERVICE LEVEL AGREEMENT (SLA)

1. Introduction

- 1.1. This SLA relates to any Product provided by Infonetica under a Contract.
- 1.2. Infonetica shall, without limitation to the express commitments described in this SLA, use its reasonable endeavours to provide continuous and consistent service with respect to access to the Product. This is expressly subject to paragraph 1.3 below.
- 1.3. Notwithstanding any other provision of this SLA or the Contract, Infonetica does not undertake or agree to provide the Hosting Service at a level which exceeds that set out in this SLA and/or that which is provided to Infonetica by its Hosting Provider.
- 1.4. Subject to paragraph 1.5, Infonetica may modify, amend, update or change this SLA (or any provision in this SLA) at any time. Infonetica shall provide notice, at least 60 days in advance, via its website (<https://www.infonetica.net/policies/service-level-agreement>) of its intention to issue an updated version of the SLA.
- 1.5. Infonetica shall not make changes to the Service Availability Target (as set out in paragraph 2.1), nor the Downtime Service Credits (as set out in paragraph 3), without notifying the Customer in writing at least 60 days in advance of the change(s).

2. Service Availability

- 2.1. Infonetica will use reasonable endeavours to provide the Customer and Users with Service Availability on the following basis: 99.9% Service Availability during Standard Working Hours on Working Days (the “**Service Availability Target**”).
- 2.2. Infonetica shall, without limitation to paragraph 2.1, use reasonable endeavours to provide the Customer and Users with access to the Product on the following basis: 99% Service Availability on a 24 x 7 basis.
- 2.3. The calculation of the Service Availability Target, and any corresponding Downtime Service Credits, shall be subject to certain exclusions as detailed in paragraph 4.
- 2.4. Infonetica will plan to execute Zero Downtime upgrades and maintenance schedules but reserves the right to plan a scheduled outage:
 - 2.4.1. with forty-eight (48) hours’ advance notice where such an outage would occur outside Standard Working Hours; and
 - 2.4.2. with five (5) Working Days’ notice where such an outage would occur within Standard Working Hours.
- 2.5. Infonetica will use reasonable endeavours to schedule such outages outside Customer Standard Working Hours and to limit their occurrence to strictly necessary upgrades and required maintenance.
- 2.6. Notice of Zero Downtime upgrades and maintenance schedules are available at all times to the Customer through the Product. Details of all scheduled outages are broadcast as a notice through the Product. Where considered appropriate, Infonetica may (at its discretion) also contact the Customer’s Admin Users by phone or by e-mail.
- 2.7. In the event of any outages over and above the Service Availability Target, the Customer may upon request claim a Downtime Service Credit.

3. Downtime Service Credit(s)

- 3.1. Subject to paragraph 4, if Infonetica fails to meet the Service Availability Target:

- 3.1.1. Infonetica shall promptly, at no additional charge, use all reasonable efforts to minimise the impact of and correct the problem and begin meeting the Service Availability Target as soon as is practicable; and
- 3.1.2. the Customer may claim a financial credit in accordance with paragraph 2.7. The credit to be applied represents a pro-rata portion of the Annual Fees payable by the Customer for the Product in any given month, and is applied against future Annual Fees as detailed below:

SERVICE AVAILABILITY	DOWNTIME SERVICE CREDIT FOR THE APPLICABLE MONTH
98.00%	3%
97.00%	5%
96.00% or less	8%

Example: If during a month the Service Availability falls to 98%, then 3% of the pro-rata Annual Fees payable for that month will be offset against future Annual Fees payable by the Customer for that Product.

- 3.2. Infonetica will, upon written request from the Customer, provide a report to the Customer of Service Availability for the preceding month, such report to be made available within 10 Working Days of the next month.

4. Permitted Downtime

- 4.1. The following circumstances are agreed by the Parties to be Permitted Downtime and shall not be considered as periods of service outage when calculating whether or not the Service Availability Target has been met:
 - 4.1.1. Outages caused by any type of denial-of-service attack regardless of the target.
 - 4.1.2. Outages caused by: (i) the actions or inactions of the Customer or any User; or (ii) disclosure of Account Information or other system security information to an unauthorised party by the Customer or any User.
 - 4.1.3. Outages that occur at the request of the Customer.
 - 4.1.4. Network or internet connectivity issues which: (i) are not directly attributable to Infonetica; (ii) are caused by or relate to the Customer's network connections, servers or telecommunications links; or (iii) are caused by the internet.
 - 4.1.5. Implementation of upgrades or Revisions that require suspension of access to the Product to ensure data integrity and security. Infonetica aims to implement such Revisions outside of Customer Standard Working Hours, although they may occur during Customer Standard Working Hours.
 - 4.1.6. Any period of downtime for or during a data migration required between Revisions as described in paragraph 11.3.
 - 4.1.7. Downtime or outages that occur which are beyond the control of Infonetica, including where attributable to its Hosting Provider.
 - 4.1.8. Planned outages and/or those which have been scheduled in accordance with the notification periods set out in paragraph 2.4.
 - 4.1.9. Outages as a result of a Force Majeure Event.
 - 4.1.10. Any outage caused by the Customer's failure to comply with paragraph 5 or failure to provide Infonetica with sufficient notice of a change to its Authentication Option.

5. Customer Responsibilities

- 5.1. The Customer shall notify Users of scheduled outages.
- 5.2. The Customer shall maintain up-to-date profile information of their Users (and particularly Admin Users) in order to receive any notifications that may be made via e-mail or telephone in accordance with paragraph 2.6.
- 5.3. The Customer is responsible for properly maintaining the functional operation of all workstation equipment including connectivity to the internet. Prior to alleging any connectivity problems, the Customer should verify they are able to access at least 3 of the following major websites: www.google.co.uk, www.google.com, www.google.com.au and uk.yahoo.com.
- 5.4. The Customer may use Microsoft Edge (Chromium) or other industry-standard web-browser of equivalent or better functionality when viewing or using the Product. Browser support is subject to ongoing support by the browser manufacturer and may change over time.
- 5.5. Where the Customer has opted for an Authentication Option through its active directory then the Customer must give Infonetica at least fourteen (14) days' notice when making configuration changes that may affect the Customer's or any User's ability to access the Product, and additional costs may be payable.

6. Product APIs

- 6.1. Where Infonetica grants the Customer access to any Product API, the following provisions shall apply:
 - 6.1.1. the Customer and its Users shall access and use the Product API only in accordance with the API Documentation;
 - 6.1.2. the Customer will comply with any limits or restrictions (including rate limits and concurrency limits) notified to it by Infonetica from time to time, and shall not take any action when using the Product API that imposes, or may impose (such imposition to be decided by Infonetica, acting reasonably) an unreasonable or disproportionately large load on the Product's capability, or Infonetica's or the Hosting Provider's infrastructure;
 - 6.1.3. Infonetica may limit the number and/or frequency of Product API requests or calls, or any use of the Product API which could damage, disable, overburden, impair or otherwise interfere with the Product or Infonetica's or the Hosting Provider's infrastructure;
 - 6.1.4. the Customer shall ensure the Product API is not used to access any software or service other than the Product to which the Product API relates; and
 - 6.1.5. the Service Availability Target does not apply to the availability of the Product API, nor shall any downtime of the Product API be subject to any Downtime Service Credit(s).

7. Security and Control

- 7.1. Infonetica shall procure that the Product is maintained within a physically secure and electronically protected environment. Infonetica shall provide the Customer and Users with access to the Product, which includes firewall and secure network, distributed application services and distributed storage engines.
- 7.2. Monitoring and maintenance will be performed by the Hosting Provider under its commercial agreement with Infonetica. Furthermore, the Hosting Provider shall be required to perform scheduled checks of security patches, analysis of system logs, ensure the integrity of data backups, and proactive planning of appropriate future infrastructure. Administrative access shall be restricted to necessary and suitably qualified personnel.
- 7.3. The Customer shall, or shall procure the following:
 - 7.3.1. the Customer shall use discretion when granting Admin User privileges;

- 7.3.2. the Users must not share their Account Information with others; and
- 7.3.3. the Customer must advise Infonetica immediately, and in any case within eight (8) hours of becoming aware, of any actual or suspected access to the Product by any unauthorised party (howsoever arising).

8. System and Product Maintenance

- 8.1. Subject to the Customer's compliance with its obligations under paragraphs 5 and 6, Infonetica shall at all times ensure an allocation of network, compute and storage resources appropriate to meet the needs of the Product.
- 8.2. In the unlikely event that service failover provisions require a restoration of the Product, its software, its databases, User accounts, or other managed system resources, Infonetica shall inform the Customer of the expected duration of the data restoration procedure and any other information that may affect the timescale for full restoration of the Product.

9. Contacting Customer Support

- 9.1. The following methods of Customer helpdesk support are available when using the Product:
 - 9.1.1. An online help module.
 - 9.1.2. Telephone support during Standard Working Hours.
 - 9.1.3. E-mail to helpdesk@infonetica.net during Standard Working Hours.

10. Support Severity Categories for Support Requests

- 10.1. Support Severity categories are determined by Infonetica's triage process. Without limiting the provisions that relate to Service Availability and Permitted Downtime, severity categories and response times are as follows:
- 10.2. **Severity Levels and Response Times:**

Severity	Description
1	Outages that prevent access to the Product or a defect causing data loss.
2	A question related to a perceived reduction of service in a core function of the Product.
3	A question relating to the usage of the Product or a related to a perceived reduction of service in a non-core function of the Product.
4	A request for a functional enhancement of the Product.

10.3. Support Response Times and Escalation Levels:

	Severity 1	Severity 2	Severity 3	Severity 4
Response Times	Within 1 hour	Within 4 hours	Within 1 Working Day	Within 1 Working Day
Resolution Report	Yes	No	No	No

10.4. Status Updates on support requests are provided every two (2) hours during Standard Working Hours for Severity Level 1 support requests. For all other levels of support requests, updates shall be provided as Infonetica determines to be reasonably practicable or necessary.

11. Implementation of Revisions

11.1. Infonetica may periodically release upgrades to the Product to:

- 11.1.1. improve Service Availability;
- 11.1.2. add new features, enhance existing features or remove existing features; and/or
- 11.1.3. add or enhance the functionality of the Product.

11.2. Upgrade release schedules are made available to the Customer in accordance with paragraph 2.6. Details of enhanced and new functionality within major Revision changes and significant minor Revision changes will be posted within the Product before release.

11.3. No new Revision will contain changed functionality which adversely affects existing content on the Product, but may require a period of data migration between Revisions; any such period of data migration shall fall within the Permitted Downtime.

12. Customer Data Release Requests

12.1. On termination or expiry of the Contract, or the cessation of any Product being provided to the Customer under the Contract, the Customer may request a release of the Customer Data in Native Format as stored within the Product in accordance with this paragraph 12.

12.2. The Customer must request a release of the Customer Data:

- 12.2.1. within thirty (30) days of the expiry or termination of the Contract; and
- 12.2.2. using the Data Release Request form (template to be supplied by Infonetica), signed by an authorised officer of the Customer. Requests for access to or release of Customer Data which do not conform to these requirements will be notified to the Customer as an attempted security breach.

12.3. If the Customer does not request the release of Customer Data within thirty (30) days of termination or expiry of the Contract, this shall be treated as the Customer's instruction to Infonetica to delete the Customer Data. Infonetica will delete all Customer Data ninety (90) days after termination or expiry of the Contract if no request for a Customer Data release is received in accordance with paragraph 12.2.

12.4. Requests by the Customer for Customer Data releases made at any other time during the term of the Contract may be provided by Infonetica at an additional cost to the Customer.

- 12.5. Infonetica shall provide Customer Data releases within twenty-eight (28) Working Days of the completed and duly authorised Data Release Request form being received by an authorised officer of Infonetica.
- 12.6. Customer Data releases shall be provided by secure file transfer protocol and be made available only for window of forty-eight (48) hours, after which time the Customer Data export will be destroyed for reasons of security.
- 12.7. The Customer may optionally and at additional cost request a physical copy of the Customer Data. In the event the Customer requests a physical copy of the Customer Data, the Customer is responsible for the secure passage of the Customer Data once it leaves Infonetica's control and shall indemnify Infonetica against any action resulting from the loss of the Physical Media, its use or misuse, or the use or misuse of the contained Customer Data. Infonetica shall be responsible for the secure delivery to the postal or courier service chosen by the Customer for the transportation of the Physical Media.

13. **Business Continuity Provision**

- 13.1. At any time, Infonetica may discontinue a Product. If Infonetica decides to discontinue a Product which it is providing to the Customer, Infonetica shall give the Customer one hundred and twenty (120) days' notice in writing that it will be discontinued. At the end of such notice period the Contract, or the part of the Contract relating to that Product, shall automatically terminate. Infonetica will deliver, upon request, the Customer Data in its Native Format in accordance with paragraph 12 and, where stored in the Product, any Internally Stored Referenced Documents referenced by the database such as word documents or text files.

14. **Definitions and Rules of Interpretation in this SLA**

- 14.1. References to "paragraphs" in this SLA refer to the paragraphs of this SLA.
- 14.2. The following definitions and rules of interpretation apply in this SLA. In the event of any conflict between the defined terms in this SLA and the Contract, the defined terms as set out below shall take precedence for the purposes of this SLA.

"Account"	means the Customer's authorised account(s) to access and use the Platform and any Product.
"Account Information"	means passwords, usernames and any other information related to the Account.
"Admin User"	means a User identified by the Customer as having administrator privileges in respect of the Product. Admin Users may add new Users and change the login and password details of existing Users.
"Annual Fees"	means the annual fees payable for the Product as set out in the Contract.
"API Documentation"	means any documentation issued by Infonetica from time to time relating to the Customer's access to and use of the Product API and any calls made via the API.
"Authentication Option"	means the process of verifying a User before allowing access to the Product, as chosen by the Customer and set out in the Contract.
"Contract"	means the contract between Infonetica and the Customer, of which this SLA forms part.
"Customer"	means the individual, company, partnership, trust, joint venture, association, charity, foundation, educational establishment, government or local authority

	department or other authority or body (whether corporate or unincorporated) to whom Infonetica is providing the Product, as set out in the Contract.
“Customer Data”	means the data, information or documentation inputted, added or uploaded into the Product by the Customer or the Users for the purpose of, or as a consequence of, using the Product.
“Customer Standard Working Hours”	means the hours of 09:00 to 17:00 on a Customer Working Day for a single time-zone as determined by the Customer Territory.
“Customer Territory”	means the country, territory and/or state in which the Customer is located as set out in the Contract.
“Customer Working Day”	means Monday to Friday excluding public holidays in the Customer Territory.
“Downtime Service Credit”	the credit to be applied to future Annual Fees for the applicable Product when the Service Availability Target is not met, as calculated in accordance with paragraph 3.
“Hosting Provider”	means the third-party hosting provider engaged by Infonetica to provide the Hosting Service.
“Hosting Service”	means the Product and content hosting service.
“Infonetica”	means: (a) Infonetica Limited, a limited liability company incorporated in England and Wales with registration number 04503405 with its registered office at The Civic Centre, High Street, Esher, Surrey, England, KT10 9SD; or (b) any branch, group, affiliate, subsidiary or holding company of Infonetica which is registered and/or located in the Infonetica Territory.
“Infonetica Territory”	means the location of the Infonetica branch or entity which is managing the Contract for the Customer. If the Infonetica Territory is not stated in the Contract, the Infonetica Territory shall be England, United Kingdom.
“Internally Stored Referenced Documents”	means documents that are not stored within, but are referenced by, the Product’s database and stored elsewhere within the software infrastructure.
“Native Format”	means the format used by Infonetica to natively store and manage the Customer Data within the Product, which may be, depending on the Product: (a) a JSON file; (b) an archive with document; (c) a Microsoft SQL .bak file; and/or (d) files in other industry-standard file formats.
“Permitted Downtime”	means any period during which the Product is unavailable for any of the reasons set out in paragraph 4. Any Permitted Downtime shall not be considered for the purposes of calculating the Service Availability Target and/or any Downtime Service Credit(s) applicable.
“Physical Media”	means any electronic media such as compact discs or writable DVDs, or USB storage drives or paper media, or any other physical device used to convey Customer Data to or from a Customer.

“Product”	means any software product provided by Infonetica under the Contract with the Customer, and includes all Revisions. Any reference to Product in this SLA also includes the Customer’s access to and use of Infonetica’s Research Flow platform, through which the Customer and Users may access and use the Product.
“Product API”	means the Application Programming Interface functionality for a particular Product. An Application Programming Interface (API) is a set of protocols which allows different systems and applications to communicate with each other and share data and functionality.
“Revision”	means a particular version of the Product as released by Infonetica from time to time, often described in terms of a major revision number, minor revision number, and a build number. Revisions may include updates, upgrades and bug fixes.
“Service Availability”	means any period during which the Product is available for use by the Customer or its Users (excluding any Permitted Downtime).
“Service Availability Target”	has the meaning given to it in paragraph 2.1.
“Standard Working Hours”	means the hours of 09:00 to 17:00 on Working Days.
“Users”	means any users authorised by the Customer to use the Product.
“Working Days”	means Monday to Friday excluding public holidays in the Infonetica Territory.
“Zero Downtime”	means a reference to an upgrade, update or maintenance procedure which is intended to take place without disruption to the Product.