

Support Services Policy & Service Level Agreement v1.1

This service level agreement (**SLA**) sets out the support that Fu3e Limited (**fu3e**) will provide in connection with its performance under the Contract.

The service levels in this SLA are based on the assumption that the Customer has no more than 2,500 users. If there are more than 2,500 users then parties will, acting in good faith, agree the relevant service levels that are to apply.

In consideration of receiving the Service, the Customer agrees to pay the amounts set out in the Contract.

1. DEFINITIONS

- 1.1 In this SLA, words defined in Terms and Conditions (as current at the date of the Contract) shall bear the meaning given in them. In addition, the following definitions apply:

Business Day: a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in England.

Business Hours the period of [8.00 am to 6.00 pm] UK Time on a Business Day.

Force Majeure Event any circumstance not within a party's reasonable control.

Outage unavailability of the API service.

- 1.2 References to "you" and "your" are to the Customer.

2. SUPPORT REQUESTS

- 2.1 In the first instance, you are asked to log your support query by emailing 'support@fu3e.com'. We will use reasonable efforts to answer queries and resolve problems as quickly as possible.
- 2.2 The typical response time will be within 1-2 Business Hours.
- 2.3 fu3e will be responsible for coordinating all incident isolation, testing and repair work. During the incident isolation and troubleshooting process, fu3e will communicate incident resolution progress with the Customer and escalate its problem resolution efforts using reasonable efforts to resolve.

3. APPLICATION AVAILABILITY

- 3.1 fu3e will provide the API service for a 99.9% up time (**Service Threshold**) for the Services. Service Threshold calculations will exclude Planned Outages. Compliance with the Service Threshold will be measured on a calendar month basis. The up time is monitored with an external service called 'Uptime'.
- 3.2 fu3e will not be responsible for any Outage that is attributable to:
- 3.2.1 an act or omission by a third party;
- 3.2.2 the Customer's failure to perform any of its responsibilities set out in the Contract or acts, errors, omissions, or breaches of the Contract;
- 3.2.3 infringement of third party intellectual property rights by the Customer;
- 3.2.4 wilful misconduct or breaches of law by the Customer or a third party;
- 3.2.5 service or resource reductions requested or approved by the Customer; or
- 3.2.6 any Force Majeure Event.
- 3.3 fu3e aims to keep API response times to less than 1 second (not including conversion). In some instances, where complex datasets are being calculated, this response time may be exceeded. This does not include latency of the network.
- 3.4 fu3e cannot specify a set conversion time due to the differing size and type of content converted. fu3e can provide stats to demonstrate conversion times and failures as a report on request.

4. MAINTENANCE AND SUPPORT

- 4.1 **Planned Maintenance.** As at the Contract Date, fu3e's planned maintenance window is between 10pm to 2am UK Time. Most maintenance updates don't require any downtime. Any maintenance activities beyond this scheduled maintenance window will be coordinated with Authorised Users through advance notice, where possible. fu3e will provide advance notice to Authorised Users prior to any planned maintenance.

- 4.2 **Unscheduled Maintenance.** fu3e will perform unscheduled maintenance outside of Business Hours, provided that fu3e has used reasonable endeavours to give the Customer at least 6 Business Hours' notice in advance.
- 4.3 **Emergency Maintenance.** Emergency maintenance is defined as fu3e must perform performed immediately, regardless of time of day. fu3e may not be able to provide advance notice for such emergency maintenance.
- 4.4 Any API service availability during a period of planned maintenance, unscheduled maintenance or emergency maintenance will not be categorised as Outages to the extent described in paragraph 3.1.
- 4.5 **Support:** Support for Priority Level One, Two, Three, and Four incidents and all other services in scope of the Contract will be performed in the service availability window defined below:
- 4.5.1 Engineering work - Monday to Friday between 8:00 and 18:00 UK Time, on Business Days; and
- 4.5.2 24/7 365 support will be available to monitor and restore servers.
- 4.6 The following target Service Levels will be observed for all requests and incidents raised by the Customer.

Request Priority Level	Service Level Description	Target Response Time Agreement, SLA")	Target Resolution Time Objective
1 – Critical	Full critical / core services are down, slow, or unresponsive severely impacting the Customer	1 Business Hour	4 Business Hours
2 – Serious	Partial critical / core services are failing or inaccurate impacting the Customer	4 Business Hours	8 Business Hours
3 – Medium	Change Management: No significant impact on the Customer's ability to operate its business, but can cause delay in service delivery	8 Business Hours	Per Contract
4 – Low	Routine Requests such as: (a) How to' requests, (b) Validation of new functionality	16 Business Hours	Per Contract

5. ESCALATION PROCESS

- 5.1 Should the Customer be unhappy with the service or resolution of an issue, the Customer should use the following contact information.

Timetable	Contact Information	Availability
One Business Day after reporting the incident	Account Manager	During Business Hours
If no satisfaction from above level	Chief Executive Officer	During Business Hours