



Service Level and Support Agreement

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SERVICE LEVEL AGREEMENT

This Service Level (“SLA”) is entered into by and between iplicit Limited (“iplicit”) and the Customer and is subject to the iplicit Terms of Service: <https://www.iplicit.com/licensing-agreement> unless the Customer has a separate written iplicit software services agreement in which case such written iplicit services agreement will govern the relationship between iplicit and the Customer (in either case, the “Agreement”). Capitalised terms used and not defined in this SLA will have the meanings set forth in the Agreement.

This SLA states the service level commitments (“SLC”) and technical support (“Support”) terms and conditions applicable to iplicit’s Services provided by iplicit directly to the Customer. iplicit may amend this SLA from time to time to reflect changes in services, technology, or business requirements. Any amendment will be communicated to the Customer in writing at least 30 days prior to its effective date. During this notice period, the Customer may raise concerns or request clarification. If the Customer does not notify iplicit of any objection before the effective date, the amended SLA will be deemed accepted. All amendments will apply prospectively and uniformly to all customers from the stated effective date.

1. SERVICE LEVEL AGREEMENT

1.1 Definitions

Term	Definition
Actual Uptime	means Maximum Availability less Downtime during the applicable calendar month
Actual Uptime Percentage	means the percentage resulting from the following expression: Actual Uptime divided by Maximum Availability

Authorised Support Users	means those Authorised Users designated by the Customer, in accordance with the Agreement or this SLA or applicable Order Form, who are permitted to submit support requests and engage with iplicit's support services.
Available or Availability	means the ability for Customer to access the Service(s), including all material features and functionality, during a calendar month.
Business Hours	means 09:00 hours until 17:30 hours London UK time Mon to Fri not including UK bank holidays
Downtime	means the minutes in a calendar month where there is an outage of the Services and it is not Available other than for Permitted Downtime
Emergency Maintenance Period	means the period of time elapsed during any maintenance performed on the Services, which maintenance is required as a result of conditions beyond iplicit's reasonable control. Emergency maintenance may be a requirement for security or vital Services functionality
Maximum Availability	means the total number of minutes in the calendar month for which the Actual Uptime Percentage is calculated
Partner	means an authorised third party appointed by iplicit to promote, distribute, or resell iplicit software licenses to Customers, and who may, subject to iplicit's approval, provide implementation services and/or first-line support to such Customers. A Partner may act as the Customer's primary point of contact for support, with iplicit providing second-line support to the Partner in accordance with the applicable support procedures
Permitted Downtime	means the minutes in a calendar month the Services are not Available caused by: (a) Customer's telecommunications or Internet services; (b) software, data, or hardware not provided or controlled by iplicit, including but not limited to, Third-Party application programming interfaces (API) services; (c) Force Majeure Events; (d) Customer or its Users configuring, integrating or operating the Services in a manner not in compliance with the applicable published Documentation and guidelines or otherwise authorized by iplicit; (e) any Scheduled Maintenance Period; (f) Emergency Maintenance Period; (g) any downtime mutually agreed in advance with Customer in writing or via email; or (h) any evaluation, beta, demonstration, non-production or proof-of-concept uses or versions of the Services.
Service Incident	means an unplanned event affecting multiple iplicit customers where the Services are unavailable, or performance of the Services is degraded as to render the Services unusable

Scheduled Maintenance Period	means the period of time for any scheduled maintenance performed by iplicit on the Services. A Scheduled Maintenance Period shall not exceed a total of four (4) hours in each calendar quarter.
Target Availability	means the percentage of Actual Uptime in Clause 1.2
Target Response Times	means the response time targets for providing the initial response to a support case

1.2 Uptime Commitment

Target Availability	99.8% of Actual Uptime
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iplicit will measure Target Availability and will publish such report:

iplicit Service(s)	Service Availability Webpage(s)
iplicit	https://status.iplicit.com/

1.3 Service Level Commitments

During each month of the Customer's Subscription Term, iplicit will make the Services Available as per the Target Availability at clause 1.2.

If, during any full calendar month of the purchased Subscription Term, the Actual Uptime Percentage for the specific Service(s) that have been licensed by the Customer is lower than the Target Availability, then as the Customer's sole and exclusive remedy (other than the termination right in Section 1.4 below), the Customer will receive the applicable credits, subject to the terms and conditions of this SLA. iplicit will provide the Customer with credits ("Service Level Credits") in accordance with Table 1 below.

The Service Level Credits will be calculated against Monthly Fees (defined below) and will be applied against future Subscription Fees payable to iplicit, or refunded in the event of any termination or expiration of this Agreement and/or order (as applicable).

Service Level Credits may not be exchanged for, or converted into, cash or other monetary amounts.



To receive a Service Level Credit, in accordance with this clause, the Customer must submit a request to support@iplicit.com within twenty (20) days of such Downtime in excess of the Target Availability.

In the event of any dispute between the parties regarding the Actual Uptime Percentage, the parties will coordinate in good faith to resolve any such dispute using available data and reporting from iplicit, which will be the system of record for such purposes.

iplicit will issue the Service Level Credits to the Customer within one (1) billing cycle following the month in which the request occurred. For the avoidance of doubt, any failure by the Customer to submit such a request will result in the Customer not receiving the Service Level Credits.

Service Level Credits are not available if the Customer is not current with payments or is otherwise in breach of the Agreement or this SLA, unless otherwise agreed in writing by iplicit.

For the purposes of calculating Service Level Credits, “Monthly Fees” means the fees paid or payable by the Customer for a given month for a given Service that did not meet the Target Availability during such month.

Table 1:

Actual Uptime Percentage	Service Credit %
> 98% but < 99.7%	2% of Monthly Fees
> 97% but < 98%	3% of Monthly Fees
> 95% but < 97%	5% of Monthly Fees
> 93% but < 95%	6% of Monthly Fees
> 90% but < 93%	10% of Monthly Fees
< 90%	25% of Monthly Fees

1.4 Termination Right

In addition to Service Level Credits, the Customer may terminate the affected order on ninety (90) days’ prior written notice to iplicit in the event that iplicit fails to meet the Target Availability in three (3) consecutive months in a twelve (12) month calendar period. If the Customer terminates the Agreement pursuant to this clause 1.4, then the Customer will receive a pro-rata refund of pre-paid Fees as calculated by iplicit.

1.5 Availability Exclusions

iplicit shall be relieved of its liability in respect of any failure to provide the Services to the Target Availability if, and to the extent that, such failure is attributable to any of the following:

- a failure by the Customer to observe any of its obligations under this SLA and/or Agreement;
- a Force Majeure event.

1.6 Maintenance Notifications

1.6.1 Scheduled Maintenance Notifications

Scheduled Maintenance Periods will not exceed four (4) hours in each calendar quarter unless notified by iplicit in writing (including via email) in advance. iplicit will provide the Customer with at least three (3) business days' advance notice for standard maintenance required for major releases or releases otherwise performed in the ordinary course of business and not for Emergency Maintenance Periods. iplicit will use commercially reasonable efforts to schedule Scheduled Maintenance Periods outside of normal UK Business Hours. Scheduled Maintenance Period notifications will be sent through the Services.

1.6.2 Emergency Maintenance Notifications

iplicit will provide the Customer with advance notice for Emergency Maintenance Periods where possible, however, Emergency Maintenance Periods may occur at any time, as iplicit deems necessary. Emergency Maintenance Period notifications will be sent to the Customer's email address (as held in our records). It is the Customer's sole responsibility to ensure that the provided email address is current and fully functional.

2. SUPPORT

During the Subscription Term, iplicit will provide Support at no additional cost for the Services the Customer has purchased. Support will be provided during Business Hours. Where the Customer has acquired licences via an authorised Partner, the Partner may provide first-line support to the Customer. In such cases, iplicit will provide second-line support to the Partner's nominated contacts, who may escalate unresolved issues to iplicit in accordance with the applicable support procedures. iplicit shall not be obliged to provide direct support to the Customer where a Partner is appointed to provide first-line support, except where expressly agreed in writing.

iplicit shall, where it is providing Support:

- ensure that the Support is performed with reasonable care and skill;

- use its reasonable endeavours to meet any time quoted for completion of any part of the Support but time shall not be of the essence.

The provision of Support does not imply that iplicit shall be successful in correcting all issues raised or that iplicit shall be able to assist the Customer in achieving any results which are not technically feasible.

If the Customer fails to comply with any of the provisions set out in this SLA and/or Agreement, then iplicit may (without prejudice to any of its other rights or remedies) suspend the provision of Support until such failure has been remedied.

If a reported problem is found upon investigation to be caused by any of the circumstances referred to in Clause 5 (Support Services Exclusions) or to otherwise be outside of the scope of the SLA the Customer is liable to iplicit for the charges, time, materials, costs and expenses (if any) incurred in connection with that investigation and any attempt to remedy the error. Any costs will be invoiced in accordance with the then prevailing iplicit rate card for provision of services.

The Customer may only designate Authorised Users as Authorised Support Users to raise support requests with iplicit. Customer may designate up to 5 named Authorised Support Users (additional Authorised Support Users by special arrangement) who are authorised to contact iplicit Support and open support tickets on Customer's behalf. Only these designated contacts will be able to raise support cases and iplicit shall only provide Support to Authorised Support Users and shall have no obligation to respond to support requests raised by any other Users of the Services. iplicit will provide remote assistance to Authorised Support Users for questions or issues arising from any bugs, defects or errors in the Services, in each case causing the Services not to perform in material conformance with the documentation ("Errors"). Support will undertake: advice, troubleshooting, diagnosis and recommendations for potential workarounds.

2.1 Contacting iplicit Support

	iplicit Support Portal	Telephone Support
Availability	24/7	9:00am – 5:30pm Mon to Fri (not including bank holidays)
Contact for Support	https://support.iplicit.com/	0203 900 2391

2.2 Submission of Support Cases

Authorised Support Users only may submit a support case to the iplicit Support Portal or other means as may be designated by iplicit and the iplicit support agents will review and amend the

severity level based on the description provided by the Authorised Support Users in line with Table 2 (“Severity Level”). Where iplicit and Customer are unable to agree on the classification of a support request then paragraph 2.18, in this SLA, shall apply. Once the support request is submitted this becomes a “Support Case”.

2.3 Table 2 – Severity Levels and Target Response Times

“Target Response” times, in the table below, are measured during Business Hours.

Priority Code	Priority Definition	Target Response Times	Support Hours
Urgent	A production system is down, or a critical production issue exists that severely impacts the use of the Software or Services. Urgent support requires you to have dedicated resources available to work on the issue on an ongoing basis with iplicit, and includes the following situations: The situation halts business operations and no workaround exists; or All or a substantial portion of mission critical data is at a significant risk of loss or corruption and may need to be restored from backup; or A substantial loss of service or capacity.	1 hour	9am – 5.30pm Mon – Fri (less bank holidays)
High	Major functionality or performance degradation of the system or business operations is severely impaired such that: Operations can continue in a restricted fashion, but normal day to day management or configuration of the system has been adversely affected with no acceptable workaround; or A minor loss of capacity; or A loss of some or all services features.	4 hours	9am – 5.30pm Mon – Fri (less bank holidays)
Medium	A partial, non-critical loss of functionality or use of the Software or Services such that: The operation of some component(s) is impaired but allows users to continue using the Software or Services; or Failures of the Software or loss of use of the Services that do not affect the normal daily operations of the system or business and a short-term workaround is available but is not scalable.	8 hours	9am – 5.30pm Mon – Fri (less bank holidays)

Low	General usage questions and cosmetic issues, including errors in the documentation: Enquiries regarding a routine technical issue, general issues with performance management or logging functionality; or Information requests on application capabilities, navigation, installation, or configuration; or A bug affecting a small number of users and an acceptable workaround is available.	24 hours	9am – 5.30pm Mon – Fri (less bank holidays)
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Authorised Support Users are to ensure that each Support Case submitted:

- has been raised only by an Authorised Support User (unless otherwise agreed by iplicit);
- has an initial Severity Level of the Error in accordance with the definitions in Table 2;
- identifies the Services that experienced the Error;
- includes information sufficiently detailed to allow iplicit to duplicate the Error (including any relevant error messages); and
- provides contact information for the Authorised Support User most familiar with the issue being raised.

Unless iplicit otherwise elects, iplicit is not obliged to provide any Support in connection with any Error which has not been reported in line with clause 2.6.

Once a Support Case is created, iplicit will issue the Customer with an acknowledgement and a tracking number.

The Severity Level of the submitted Support Case is used to determine the target response times listed in Table 2. The Customer may set the Severity Level of a ticket; but:

- iplicit reserves the right to reclassify the Severity Level at any time if iplicit reasonably believes the classification is incorrect.
- Unless the Customer expressly designates the Severity Level, the Support Case will default to a Low.

Progress against Target Response Times shall be measured from the receipt of the initial Support Case.

In the event that the Support Case is received outside of Business Hours, the Target Response Time shall be measured from 09:00 on the next Business Day.

The Target Response Times shall only be calculated during Business Hours.

In respect of any Target Response Times, time shall not be of the essence.

All target response times will be as set forth in Table 2.

If iplicit's Severity Level designation is different from that assigned by an Authorised Support User, iplicit will notify the Authorised Support User of such designation. If the Authorised Support User notifies iplicit of a reasonable basis for disagreeing with iplicit's designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organisation and use good faith efforts to mutually agree on the appropriate Severity Level mutually.

3. BUG FIXING

iplicit will investigate Support Cases concerning suspected errors within the Services for which bug fixes may be required. iplicit will use commercially reasonable efforts to correct the Error or provide a workaround to permit the Customer User to use the Services substantially in conformance with the applicable Documentation. A bug fix or workaround may be provided as a temporary fix, procedure, or routine. Where the Support Case is not a bug or iplicit error, but a Customer Error, then iplicit reserves the right to charge the Customer at the then prevailing hourly rate as per the iplicit rate card.

4. CUSTOMER OBLIGATIONS

The Customer undertakes to:

- Provide iplicit with all necessary information and support reasonably required by iplicit for the performance of its obligations to the Customer;
- Notify iplicit as soon as is reasonably practicable on becoming aware of an Error;
- Ensure that all applications, data, interfaces, tools, software, hardware and equipment within the control of the Customer which are used in conjunction with the Services, are properly maintained;
- Ensure that Authorised Support Users and its Authorised Users co-operate fully with iplicit in relation to the provision of the Support Services.

5. SUPPORT SERVICES EXCLUSIONS

Subject to paragraph 2.5 above, iplicit is not obliged to provide Support in respect of any Error that is directly resulting from any of the following:

- any material breach by the Customer of this SLA;

- any material breach by the Customer of the Agreement;
- any fault in any Customer equipment;
- any fault in any software not provided, approved or recommended by iplicit used in conjunction with the Software;
- use of the Software other than for the purposes for which it is expressly intended in the Documents and/or this SLA or Agreement;
- attempted repair, rectification or maintenance by any person other than iplicit or a third party (including the Customer) authorised by iplicit;
- beta, demonstration, or proof-of-concept uses or versions of the Services;
- use of any Services after iplicit advised Customer of a temporary work-around for the Services that is reasonable thereafter Customer did not implement such reasonable and commercially viable workaround;
- Customer's attempts to perform operations that exceed prescribed quotas as communicated in writing to Customer or that resulted from throttling of suspected abusive behaviour as a result of Customer's use of the Software not in accordance with the Documents; or
- where both parties agree the Error is outside of the control of iplicit.

6. SERVICE INCIDENT

In the event of a Service Incident, the target response times shall not apply and instead iplicit will implement its Incident Response process.

6.1 Recovery Time Objective (RTO)

Target RTO: 4 hours

In the event of a system outage or major disruption, the iplicit application aims to be operational within 4 hours. This means that all critical functions, such as transaction processing, report generation, and user access to financial data, are restored.

6.2 Recovery Point Objective (RPO)

Target RPO: 30 minutes

We aim to ensure that no more than 30 minutes of transactional data is lost in the event of a failure. We achieve this through continuous data replication and frequent backups.



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