

APPENDIX – SERVICE LEVEL AGREEMENT

Delivering the application as a service to users

Maintaining the integrity of a solution and its ability to operate error-free despite changes in configuration, software versions, operating systems, hardware and communication platforms requires the effective management of:

- Configuration and Development
- Testing and Backups
- Infrastructure
- Information Servers
- Disaster Recovery and Business Continuity

In the event of any problems with the then current version or release of the Software, the service levels detailed within this document will apply.

Service Levels

Oneserve Ltd work to the service levels described below. In each case normal working hours are Monday - Friday 07:30 – 17:30 (UK Time) excluding public holidays and, where agreed, Saturday 08:00 – 12:00noon:

Details of our SLA, Service notices and upgrades are available at <https://oneserve.zendesk.com/hc/en-us/categories/200084497-Support>

Oneserve Helpdesk

During normal working hours a response time of 30 minutes for urgent calls, 2 hours for high calls and 8 hours for normal call will apply from the time that a fault is detected or reported by the customer whether received by phone or logged into Oneserve’s support system. Response for these purposes includes initiating the investigation of the fault.

Customers are required to forward all requests to their internal System Administrator or refer to online helpdesk documentation to resolve minor issues i.e. setting up user rights, adding new users, adding sites, configuration, etc in the first instance. If they are unable to resolve the issue, a ticket must be logged by the System Administrator via the support portal <https://oneserve.zendesk.com/hc>.

Customers are also required to review support documentation and self-help guides first, which are available on the Oneserve Help Centre - <https://oneserve.zendesk.com/hc>

Raising a call with Oneserve Helpdesk

To raise an issue or submit a work request, log in to the customer portal and raise a new issue/request.

- Once a request has been made, the customer will be issued with a unique ticket number via the automated email service.
- Oneserve monitors all incoming requests which are reviewed and prioritised by our dedicated support team. An SLA priority, in accordance with the severity of the problem, is then agreed and assigned to the request.
- The customer is notified of the priority via email
- Update/changes to the ticket will be communicated automatically via email.
- Based on the SLA priority assigned we will carry out the work in accordance with the SLA table below. If additional information is required, the ticket status is changed to pending, at which

time the SLA will stop until the information is received and agreed. If the information is not received within 10 working days the ticket will be closed. We will attempt to contact you prior to this happening. The customer will have to create a follow up ticket to reopen the case.

- On receipt of confirmation the ticket will be closed. You can follow up a ticket by contacting our helpdesk on 01392 367367, option 1.

Oneserve Application/Service

When a defect is reported, it will be assigned a priority level, which will be notified to the customer. Oneserve will use its reasonable endeavours to achieve a resolution of defects within the following resolution times:

| Level | Impact | Description | Response | Resolution | Maximum Fix Time | Example | Escalation |
|-------|----------------------|--|--|---|------------------|---|--|
| 1 | Urgent | Production application down or major malfunction resulting in majority of users unable to perform their normal functions and no workaround available | Expected response time within 1/2 working hour | Expected Resolution within 3 working hours unless agreed otherwise by both parties. In the case of any such exceptions we will provide an assessment of the issues and detail the required steps to resolve | 3 Working Hours | Service unavailable, significant performance issues, inability to schedule work or engineers to receive work which impacts more than 10% of users | To Support Manager 1 hr after first response time and to the Client Success Manager 2 hrs after first escalation |
| 2 | High | Critical loss of application functionality or performance resulting in high number of users unable to perform their normal functions | Expected response time within 2 working hours | Expected Resolution within 8 working hours unless agreed otherwise by both parties or a suitable workaround is in place | 8 Working Hours | Noticeable performance issues Less than 10% of users experiencing issues receiving work or scheduling, Interface errors, unable to invoice, mobile errors, financial discrepancies, data loss | To Support Manager 2 hrs after first response time and to Client Success Manager 4 hrs after first escalation |
| 3 | Normal | Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions | Expected response time within 8 working hours | Expected Resolution within 16 working hours unless agreed otherwise by both parties or a suitable workaround is in place | 16 working Hours | Minor system errors, problems with workflow, incorrect reporting data or inability to run existing reports (Excluding Business Objects) | To Support Manager 4 hrs after first response time and to Client Success Manager 24 hrs after first escalation |
| 4 | Low | Minor loss of application functionality or product feature question | Expected response time within 16 working hours | Expected Resolution within 40 working hours unless agreed otherwise by both parties or a suitable workaround is in place | 40 working hours | Bespoke report and document formatting issues, Support/configuration advice and guidance | |
| 5 | Work Request Level 1 | A Non-chargeable Request for change/work | Expected response time within 16 working hours | Change/work request completed within 40 working hours unless agreed otherwise by both parties. | | Data uploads and minor changes /work <15 minutes to complete. | |
| 6 | Work Request Level 2 | A Chargeable Request for a change/work | Expected response time within 24 working hours | Following acceptance of the charge a delivery date will be provided by Oneserve | | New functionality requests, project work, integrations | |

SLA fix time commences from the first working hour of the next working day and not from the time of raising the ticket if raised outside of working hours.

Change/work requests and bugs identified with a normal to low impact will be delivered in the next available quarterly release cycle.

If Oneserve is not able to achieve a resolution of a defect within the times specified above, it will use its reasonable endeavours to put in place a work-around as soon as possible.

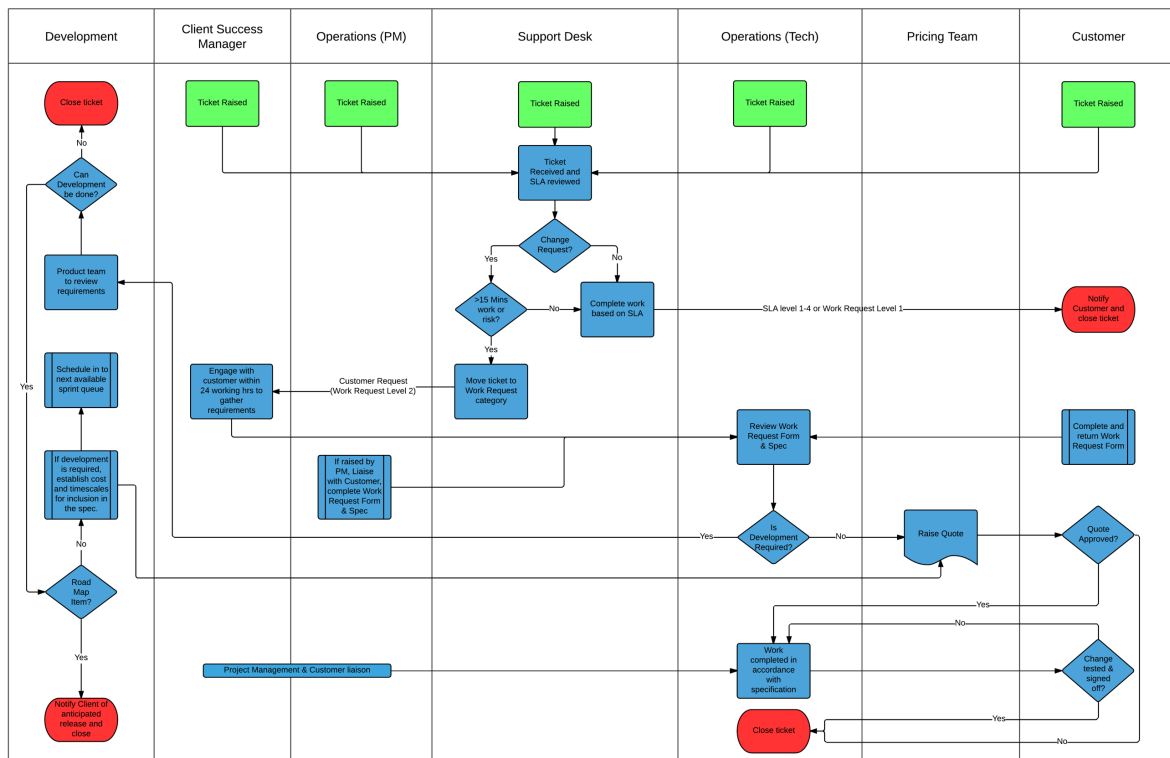
If the software is unavailable for more than 24 elapsed hours, or there is an outstanding Level 1 defect for more than 24 elapsed hours within any calendar month then, provided the defect is not as a result of an act of omission of the customer and is notified promptly to Oneserve, Oneserve shall:

- (a) Escalate the issue to board level; and
- (b) Issue a credit against the following Periodic Licence Fee equal to the fees payable in respect of the time for which the software was unavailable, or, if no further invoices are payable under the Agreement, shall refund that sum to you. This shall be the exclusive remedy for the customer for such service failure.

Enhancements will be logged and reviewed with the customer on an individual basis to determine priorities and timescales.

Oneserve reserves the right to conduct scheduled maintenance and emergency maintenance on the software and supporting infrastructure. Scheduled maintenance will not take place between the hours of 07:30 and 20:00 weekdays and 08:00 and 12:00 on Saturdays. In the event of either scheduled or emergency maintenance, Oneserve Ltd will use reasonable endeavours to ensure that use of the software is not adversely affected, but this cannot be guaranteed. Oneserve will notify the customer in advance of any scheduled downtime which may affect their service. Oneserve will attempt to agree suitable times with customers within the constraints of the maintenance programme. Oneserve target system uptime – 99.5% availability in relation to the software.

All changes will be managed through the Oneserve control process.



For the avoidance of doubt, chargeable items are enhancements to, or new requests for but not limited to search views, reports, surveys, forms, documents, product functionality or major changes to

configuration like new processes. Minor configuration changes and data loads will not usually be chargeable unless the estimated time to complete the work is greater than 15 minutes. All chargeable works will be quoted and both customer approval and Purchase Order required in advance of any work being undertaken.

Escalation Process

In the unlikely event that our customers are unhappy with any stage of the process, communication or service that they receive, the customer can raise the issue directly with their Client Success Manager, at any time, stating the reasons of dissatisfaction. The Client Success Manager will work through any issues and liaise with the Support desk, Technical team and/or Business Development to try to resolve the issues quickly and satisfactorily.

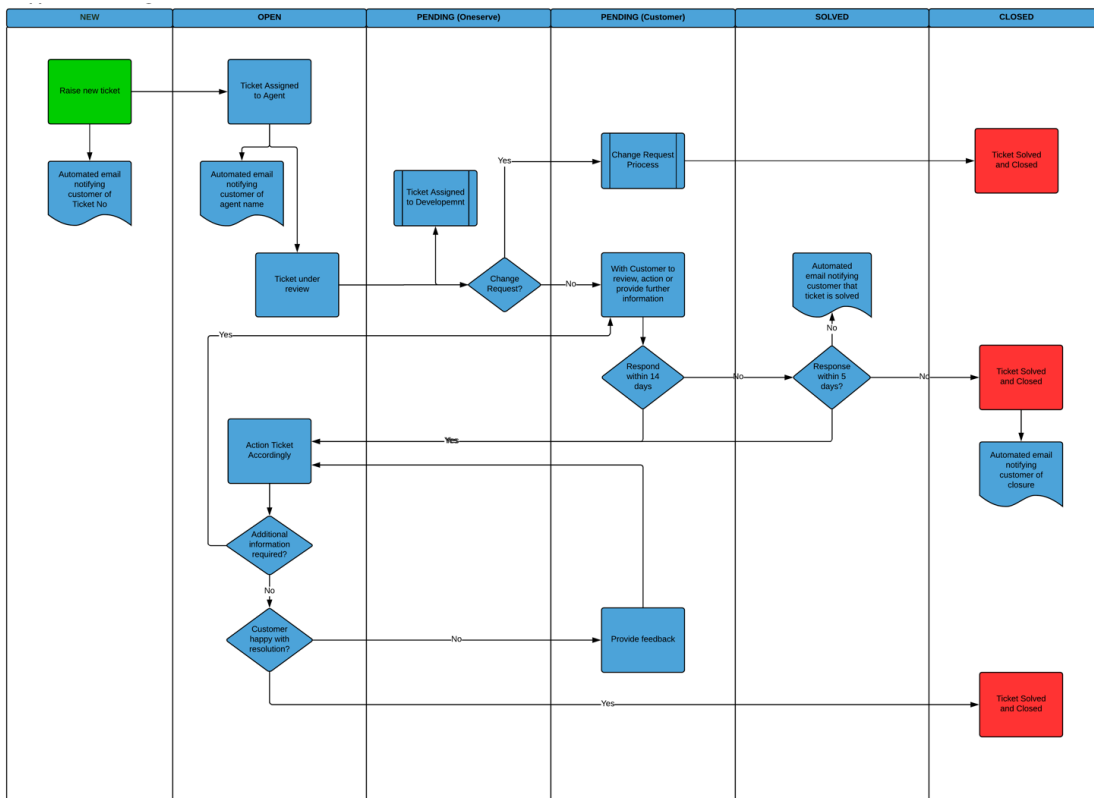
Where the customer and Client Success Manager are unable to resolve an issue, the Client Success Manager will escalate the issue to the Chief Operations Officer.

Service Reviews

Your dedicated Client Success Manager will arrange regular service reviews, the timing and content will be agreed.

Management of Support Tickets

Tickets will be managed in accordance with the process below. Tickets in pending with the customer will automatically be marked as solved after 14 working days. You will be notified of the action and given the opportunity to reopen the ticket, however, if no further action has been taken within 5 additional working days the ticket will be closed and you will need to raise a new ticket if required.



Information Servers

Oneserve's IT teams work to ensure the application servers are available for use by all users for as many hours as possible. Support for the application/service is available from 07:30 - 17:30 on workdays although a member of the IT team is notified whenever a hardware failure occurs.

The Oneserve servers are normally available 24 hours 365 days of the year with the following conditions and exceptions:

- Onsite system backups are performed nightly – the application will still be available with minimum impact to performance
- Offsite data backups are performed nightly – the application will still be available for users but performance may be slightly reduced
- Server upgrades and patches are always performed before 07:30 and after 20:00 – the servers may be unavailable for short periods of time - Security patches may be so critical that they may be applied at any time. Where possible, impacted customers will be contacted in advance to ensure minimal impact to business critical activities.
- New Application versions are applied to the servers out of normal working hours, during which time the Application may be unavailable for short periods of time. Impacted customers will be contacted in advance to ensure minimal impact to business-critical activities.
- Out of hours the service is maintained by a combination of resources from both our hosting provider and Oneserve. Outside working hours our hosting provider monitors the service and proactively deals with issues to maintain service availability wherever possible. In cases where this is not possible work is escalated to Oneserve engineering.
- As an option Oneserve can provide an out of hours contact number to report service failures and receive updates on resolution.

Upgrades

Oneserve typically release upgrades on a quarterly basis, usually January, April, July and October. Release notes and clear instructions will be issued in advance of any upgrade. The dates and time of upgrades are agreed with customers in advance. Details of the upgrade process are available via our help centre - <https://oneserve.zendesk.com/hc/en-us/categories/200084497-Support>. A test site will be temporarily made available during release cycles. It is a requirement for the customer to test the product prior to release. It is deemed that all customers have tested before an upgrade. Oneserve are not responsible for issues or down time caused as a result of the failure to test.

Oneserve are unable to support customers who are more than one version behind the current latest release.

In the event that an upgrade is missed due to incomplete testing or business readiness the customer will have to wait for the next upgrade cycle.