



iplicit

Service Level and Support Agreement

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SERVICE LEVEL AND SUPPORT AGREEMENT

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

This SLSA states the service level commitments (“SLC”) and technical support (“Support”) terms and conditions applicable to iplicit (“iplicit”) service offerings (“Services”) provided by iplicit directly to the entity identified on the order (“Customer”) or indirectly via an authorised reseller, distributor, or other channel partner of iplicit (“Channel Partner”). iplicit will not modify the terms of this SLSA during the then-current Subscription Term; however, if Customer renews its subscription to the Services, the version of this SLSA that is current at the time of renewal will apply throughout Customer’s then-current renewal term.

1. SERVICE LEVEL AGREEMENT

1.1 UPTIME COMMITMENT

Target Availability	99.8% of Actual Uptime
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iplicit will measure Target Availability and will publish such report on the respective webpages;

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

1.2 SLC DEFINITIONS

1.2.1 “Actual Uptime” means Maximum Availability less Downtime during the applicable calendar month.

1.2.2 “Actual Uptime Percentage” means the percentage resulting from the following expression: Actual Uptime divided by Maximum Availability.

1.2.3 “Available” or **“Availability”** means the ability for Customer to access the Service(s), including all material features and functionality, during a calendar month.

1.2.4 “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 (*as defined below*).

1.2.5 “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’ reasonable control. Emergency maintenance may be a requirement for security or vital Services functionality.

1.2.6 “Maximum Availability” means the total number of minutes in the calendar month for which the Actual Uptime Percentage is calculated.

1.2.7 “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 Services as defined in the Agreement; (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) any downtime mutually agreed in advance with Customer in writing or via email, or (g) any evaluation, beta, demonstration, non-production or proof-of-concept uses or versions of the Services.

1.2.8 “Target Availability” means the percentage of Actual Uptime noted in Section 1 above.

1.2.9 “Scheduled Maintenance Period” means the period of time for any scheduled maintenance performed by iplicit’ product on the Services. A Scheduled Maintenance Period shall not exceed a total of four (4) hours in each calendar quarter.



1.3 SLC CREDITS

1.3.1 During each month of Customer's purchased Subscription Term to the Services, iplicit will make the Services Available during the Target Availability period noted in Section 1.1.

1.3.2 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 Customer is lower than the Target Availability, then as Customer's sole and exclusive remedy (other than the termination right in Section 1.4 below), Customer will receive the applicable credits, subject to the terms and conditions of this SLA. iplicit will provide Customer with credits ("**Service Level Credits**") in accordance with Table 1.3 below. The Service Level Credit(s) will be calculated against Monthly Fees (defined below) and will be applied against future subscription Fees payable to iplicit for, or refunded in the event of any termination or expiration of this Agreement and/or order (as applicable). For the avoidance of doubt, Service Level Credits may not be exchanged for, or converted to, cash or other monetary amounts. To receive a Service Level Credit, Customer must submit a request to the respective product support specified herein via email within thirty (30) 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 Credit(s) to Customer within one (1) billing cycle following the month in which the request occurred. Customer's failure to either submit the support request or provide the request within the time period set forth above will disqualify Customer from receiving a Service Level Credit in relation to downtime.

1.3.3 Service Level Credits are not available if Customer is not current with payments or is otherwise in breach of the Agreement, unless any unpaid amounts are subject to good faith dispute by Customer as set forth in the Agreement. For purposes of calculating Service Level Credits, "**Monthly Fees**" means the fees paid or payable by Customer for a given month for a given Service that did not meet the Target Availability during such month. "**Service Level Credits**" means the applicable Service Credit % in Table 1.3 multiplied by the Monthly Fees.

TABLE 1.3 SERVICE LEVEL CREDITS

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, 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 Customer terminates pursuant to this Section, then Customer will receive a pro-rata refund of pre-paid Fees remaining for the then-current Subscription Term.

1.5 SLC NOTIFICATIONS

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

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

2. SUPPORT

2.1 Technical Support. During the Subscription Term, iplicit will provide standard support at no additional cost for the Service(s) the Customer has purchased. iplicit provides Customer with the telephonic and email



support, noted below, excluding UK bank/public holidays (“**Business Hours**”) and weekends. Customer must only designate Users as support contacts (“**Customer Contacts**”) to raise support requests with iplicit. iplicit will provide remote assistance to Customer Contacts 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**”) as further described below, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer’s applicable Subscription Term.

The following are the iplicit Support Channels:

iplicit Service	Telephonic Support	Email Support
iplicit Support Desk	Yes	Yes
Support Hours	9:00am – 5:30pm	9:00am – 5:30pm

iplicit Service	Email Address
iplicit Support Desk	support@iplicit.com
iplicit Support Desk	0203 900 2391

2.2 Target Response Times: All suspected Errors reported to the iplicit customer support department will be classified and directed to the appropriate team for response.

TABLE 2.2 - SEVERITY LEVELS & TARGET RESPONSE TIMES

Business Impact Priority Code	Priority Definition	Target Response Times	Target Resolution Times	Support Hours
P1 – Urgent (Severity 1)	A critical failure in operational activity of the Services, or an Error that causes the Services to be severely impacted or completely shutdown, or Customer’s use of the Services is impossible, where no workaround is available.	1 hours	4 hours	7.5/5
P2 – High (Severity 2)	Errors include high-impact issues in which the Services are inoperative or seriously degraded where a short-term workaround is available.	4 hours	12 hours	7.5/5
P3 – Medium (Severity 3)	The Error limits the functionality or usefulness of the Services, but the condition is not critical to the continued operation of the Services. A workaround is readily available and can be applied or used with little or no operational impact.	8 hours	Next Release	7.5/5
P4 – Low (Severity 4)	Minimal problems in the Services arising from a misleading or unsatisfactory component or feature. The problem can be circumvented with no operational impact and there are no data integrity issues. This Severity Level also includes (i) a need to clarify procedures or information in Documentation, (ii) a request for a product enhancement or new feature, (iii) cosmetic or non- functional Errors; or (iv) Errors in the Documentation. Deferred maintenance of “low” Error is acceptable.	24 hours	Future Release	7.5/5



2.3 Submission of Support Cases. Customer Contacts may submit a support request to the iplicit support email address or other means as may be designated by iplicit (“**iplicit Support Portal**”) and the iplicit support representative will determine the severity level based on the description provided by the Customer Contacts according to Table 2.2 above (“**Severity Level**”) solely for purposes of having the support request submitted (collectively, a “**Support Case**”). Customer Contacts will ensure that each Support Case submitted will; (a) designate the initial Severity Level of the Error in accordance with the definitions in Table 2.2 above, (b) identify the Services that experienced the error, (c) include information sufficiently detailed to allow iplicit to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue.

2.4 Error Response. Once a Support Case is created, iplicit will acknowledge the error to Customer and issue a tracking number. The Severity Level of the submitted Support Case is used to determine the target response times listed in the table above. Initially, the Customer may set the Severity Level of a ticket. iplicit reserves the right to reclassify the Severity Level at any time if iplicit reasonably believes the classification is incorrect. Unless Customer expressly designates the Severity Level, the Support Case will default to a Severity 4 Error. All target response times will be as set forth in the table above, and with respect to Severity 3 or Severity 4 Errors will commence at the beginning of the next business day for requests for Support Cases that are logged during iplicit non-business hours. If iplicit’s Severity Level designation is different from that assigned by Customer, iplicit will notify Customer of such designation. If Customer 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 organization and use good faith efforts to mutually agree on the appropriate Severity Level.

2.5 Error Applicability. iplicit’s ability to replicate and respond to Customer-identified Errors will depend on accurate and detailed information supplied by Customer.

Target response times will run from:

- identification of the error by iplicit via email;

The target response times stated above will not apply:

- where both parties agree, the putative error is outside of the control of iplicit;
- where the putative error cannot be responded to due to Customer’s failure or inability to respond to any error for which Customer’s participation or Customer’s response is inherently required as part of the response to the identified issue; or
- In the event of a Service Incident, the target response times shall not apply and instead iplicit will implement its Service Incident communication process. A “**Service Incident**” is 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.

3. EXCLUSIONS

iplicit is not required to provide Support where:

- products, networks, applications, hardware or software not provided by iplicit as an included component of the Services, including, but not limited to, issues resulting from inadequate bandwidth or related to Third-Party Services;
- Errors or unavailability of Customer Data or Third-Party Services or other information supplied by Customer;
- Use of the Services by Customer or its Users other than as authorised under the Agreement, Order, or Documentation, including but not limited to, Customer’s unauthorised action or lack of action when required, or from its employees, agents, contractors, or vendors, or anyone gaining access to iplicit’s network by means of Customer’s log-in credentials, passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
- Customer or User equipment, networks, or devices;
- General Internet problems, or other factors outside of iplicit’s reasonable control, including Force Majeure Events;
- Evaluation, beta, demonstration, non-production or proof-of-concept uses or versions of the Services.



- Use of any Services after iplicit advised Customer to modify its use of the Services, if Customer did not modify its use as advised;
- Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or 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 iplicit' published guidance;
- Faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- Customer's attempts to perform operations that exceed prescribed quotas or that resulted from throttling of suspected abusive behavior;
- Service misconfiguration (knowingly or unknowingly) by customer leading to performance degradations;
- Issues related to billing, renewals, or service engagements;
- Extended functionalities such as custom apps & custom codes/scripts, Third-Party Services; or
- Customer's use of the Service in violation of the Agreement.

4. BUG FIXING

iplicit will investigate Support Cases concerning suspected errors within the Services for which bug fixes may be required. iplicit will handle Severity 1 and Severity 2 issues with utmost priority but does not promise any resolution time. iplicit will engage in and will continue commercially reasonable efforts including incorporating any available work around solutions necessary to resolve any such errors and will continue to assist Customer to resolve any such errors. iplicit will use commercially reasonable efforts to correct the error or provide a workaround if available to permit Customer to use the Services substantially in conformance with the applicable Documentation. A bug fix or workaround may be provided in the form of a temporary fix, procedure, or routine.

5. CONTACT MATRIX

iplicit Support Contact Role	Email address
Assigned Support Engineer (1 st line, 2 nd line, Escalations)	support@iplicit.com
Support Manager	linda.odonnell@iplicit.com
Customer Service Director	sam.curtis@iplicit.com