

Service Definition

Service Descriptions

Subject to payment of the charges and the terms and conditions of an agreement with the client, askporter shall provide the client with the following Services.

Service Type	Description
Set-Up Services	Configuration of the askporter platform ready for production.
POC Services	Access and use of the askporter platforms(s).
Subscription Services	Access and use of the askporter platforms(s).
Support Services	First-line support for bugs and error corrections and any upkeep that the Supplier may provide or perform concerning the Site, but which does not constitute a new version or Additional Support Services.
Additional Support Services	Additional support services outside the scope of the Support Services including change requests, business-as-usual changes, and account management time.

Changes to the Services

Provided that such changes do not materially reduce the functionality of the Services, askporter shall be entitled to make changes to the Services from time to time for the purposes of:

- maintaining the security and/or performance and/or availability of the Services; or
- complying with all applicable laws, statute, regulation, order, regulatory policy, guidance or industry code in any relevant jurisdiction.

Any changes implemented shall be notified to the client as soon as reasonably practicable.



Pre-Paid Support Credits for Additional Support Services

Credits can be used for the initial contract term. The remaining may roll over at contract renewal as long as the contract is renewed at the same contract value or higher.

Our standard single credit rate is £100 per credit for Developers and £80 for Customer Engineering and Account Managers.

Pre-purchased credits can be paid for in one lump sum, or over 12 months. Invoices can be sent in either EUR or GBP.

Credits per hour

Customer Engineer (CE)	1
Account Manager (AM)	1
Developer (Dev)	1.25

Support Credit Pricing

Total credits purchased	Price per credit	Total package price	Total Dev time	Dev hr rate	Total CE & AM time	CE & AM hr rate
Price per single credit	n/a	n/a	1	£100.00	1	£80.00
50	£75.00	£3,750.00	40	£93.75	50	£75.00
100	£72.50	£7,250.00	80	£90.63	100	£72.50
250	£70.00	£17,500.00	200	£87.50	250	£70.00
500	£67.50	£33,750.00	400	£84.38	500	£67.50
1,000	£65.00	£65,000.00	800	£81.25	1000	£65.00
3,000	£60.00	£180,000.00	2400	£75.00	3000	£60.00
5,000	£55.00	£275,000.00	4000	£68.75	5000	£55.00



Service Level Agreement

1. Definitions

- 1.1. For the Purposes of this Service Level Agreement the following terms shall have the meanings given to them below any defined term not described below shall be given the meaning provided in the Agreement:

“Available” means the Service is operational to perform critical business processes;

“Completed Restoration Time” means the time the Service is available after a Disaster Declaration;

“Disaster Declaration” means a written statement from Supplier informing the Customer of the declaration of a disaster affecting the Availability of the Service.

“Disaster Recovery Plan” means the Supplier plan to recover the Service in an alternate Data Centre;

“Force Majeure Event” means any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, or other labour or civil disturbance, interruption of power service, interruption of communications services, problems with the internet, epidemic, pandemic, act of any other person not under the reasonable control or direction of Supplier;

“Planned Downtime” means the time designated to allow Supplier to properly maintain and/or update the Service or to maintain the performance of the Service, as set out in this Service Level Agreement;

“Possible Available Uptime” means service operational hours (24/7 minus planned downtime);

“Service Credit” has the meaning given to that term in paragraph 5.1 of this Service Level Agreement;

“Service Level” means the level of Service provision by the Supplier as further set out in this Service Level Agreement; and

“Unplanned Downtime” means any time during standard service availability hours when the Service is not Available, other than Planned Downtime.

2. Service Levels & Service Credits

- 2.1. The Supplier acknowledges that any failure to meet a Service Level may entitle the Customer to the rights set out in this Service Level Agreement below, including the right to any Service Credits.
- 2.2. The Supplier acknowledges and agrees that any Service Credit is a price adjustment reflecting the value of any lost service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.



3. Performance Monitoring

- 3.1. The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on the Supplier's performance of the provision of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 3.2. The Supplier shall immediately notify the Customer in writing if the level of performance of any element of the Services during the term of the Agreement is likely to or fails to meet any Service Level.

4. Service Levels

- 4.1. Supplier shall work with the Customer to ensure that the Uptime SLA Percentage, exclusive of Planned Downtime and Unplanned Downtime, measured on a monthly basis, is at least **99.9%** ("**Uptime Availability Target**") based on forecasted volumes. Service performance against the Uptime Availability Target (the "**Uptime SLA Percentage**"), shall be calculated using the following formula:

$$\text{Uptime SLA Percentage (\%)} = \frac{(\text{Possible Available Uptime} - \text{Unplanned Downtime}) \times 100}{\text{Possible Available Uptime}}$$

5. Service Credit

- 5.1. Subject to the applicable assumptions, dependencies, and exceptions provided in this Agreement, Customer shall, by written notice issued within 30 days of the end of each month during which a Service breach has been identified, be entitled to a credit ("**Service Credit**") determined by the percentage by which the Uptime SLA Percentage in the month concerned falls below the Uptime Availability Target, as detailed in the following table:

% Uptime SLA Percentage (per Calendar Month)	Service Credit (% of Service monthly fee)
< 99.9% - ≥ 99.5%	5% credit
< 99.5% - ≥ 98.0%	10% credit
< 98.0% - ≥ 95.0%	20% credit
< 95.0% - ≥ 90.00%	30% credit
< 90.00%	40% credit

For example, January 2023 has 31 days total. With a potential uptime of 24 hours a day. Equating to 744 hours. Therefore 3 hours of unexpected outage would equate to the following calculation: $(3/744) \times 100 = 0.4\%$ Total unplanned downtime. This would result in the Supplier applying a 5% credit to the following month's invoice.

- 5.2. Service Credits will be applied against the usage fees next due from the Customer. Where the Customer pays annually, the Service Credit will be based on the attributable monthly fee, equal to 1/12th of the annual fee for the Service in question.



- 5.3. If Service Credits cannot be applied to future usage fees because the Order Form has expired or terminated, the Supplier will pay Customer the amount of the Service Credits applicable within ninety (90) days of the date of termination.

6. Service Notifications

- 6.1. There are two types of notifications about times when services may not be available: **Planned Downtime** and **Unplanned Downtime**.

- 6.2. **Planned Downtime:** The Supplier must inform Customer of any planned maintenance notifications via email, detailing the impact of the change/updates, date(s), time and duration, at least 2 weeks in advance. Where the Supplier cannot inform 2 weeks in advance, the Supplier must inform the Customer as soon as possible. Downtimes should be planned maintenance for times when service usage is expected to be, or historically at its lowest based on regional time zones. In the event a change request results in a Planned Downtime the Supplier shall ensure minimal disruption to the Customers use of the Services.

In the event the Supplier notifies the Customer that a Planned Downtime will take longer than eight hours (8) hours the Customer has the right to challenge the Supplier and request further explanation relating to such a Planned Downtime, should the Customer, in its reasonable opinion, determine that the length of the Planned Downtime is unreasonable an appropriate portion of the time specified shall be deemed Unplanned Downtime accordingly.

The Supplier must notify the Customer of any issues arising from the Planned Downtime and shall be responsible for implementing sufficient processes to recover from any issue during Planned Downtime.

- 6.3. **Unplanned downtime:** Unplanned service incidents occur when one of the services is unavailable or unresponsive due to a failure within the Supplier-managed environment. Where the cause of downtime may be identified as the result of an issue outside the Supplier-managed environment (Brolly) then this shall be excluded from the Uptime calculation. The Supplier is to notify Customer of known service incidents as soon as the Supplier is made aware by email.

- 6.4. If there is an issue with the integration between Supplier-managed services and Customer-managed services then the Customer may request that the Supplier-managed chat flows should be updated to inform end-users. The resolution of any issue relating to the integration will require involvement from both the Supplier and Customer teams.

7. Service Incidents

- 7.1. A service incident is an event that affects the delivery of a service. Service incidents may be caused by hardware or software failure in the data centre, a faulty network connection due to a change made by the Supplier, or a major data centre challenge. Interruptions caused by third-party service providers, or changes made within customer-managed environments, aren't considered service incidents. Most service incidents can be addressed using technology and process solutions and are resolved within a short time. However, some service incidents are more serious and can lead to longer-term outages as described below:



- 7.1.1. **“Severity Level 1”** means the Site is down or major malfunction resulting in an inoperative system. End Users unable to reasonably perform their normal functions. The specific functionality is mission critical to the business and the situation is considered an emergency.
- 7.1.2. **“Severity Level 2”** means critical loss of functionality or performance resulting in a high number of End Users unable to perform their normal functions. Major failure, inconvenient workaround or no workaround exists. The Site is usable but severely limited.
- 7.1.3. **“Severity Level 3”** means moderate loss of functionality or performance resulting in multiple End Users impacted in their normal functions. Minor failure, convenient workaround exists/minor performance degradation/not impacting use of the Site.
- 7.1.4. **“Severity Level 4”** means minor loss of functionality, how-to questions. The issue consists of “how-to” questions including issues related to one or multiple modules and integration, installation and configuration inquiries, enhancement requests, or documentation questions.

System Availability	24/7
Support Hours	9am to 5pm on each Business Day
Procedure For Reporting Issues	Submit a ticket via the Service Desk Portal: https://cs.askporter.com . The Customer Engineering team will invite users to join the Portal
Minimum System Requirements	Latest major versions of Chrome, Edge and Safari

The Supplier shall use reasonable endeavours to fix any incidents in accordance with the response and resolution times below:

Severity	Target Response Time	Resolution Time
Severity Level 1	1 hour	4 hours
Severity Level 2	6 hours	24 hours
Severity Level 3	12 hours	4 days
Severity Level 4	36 hours	14 days

8. Reporting

- 8.1. The Supplier is to provide monthly reports on unplanned downtime which can be discussed at quarterly review.



8.2. The Customer and the Supplier will work together to prioritise the resolution of any;

8.2.1. **Post-incident reviews:** For unplanned Customer-impacting service incidents in which there was broad and noticeable impact, a preliminary post-incident review (PIR) should be delivered within 48 hours of incident resolution, followed by a final PIR within five Business Days. The Customer will support the Supplier in identifying the root cause;

8.2.2. **PIR reports:** The detailed PIR report includes: User experience and customer impact, Incident start and end date/time, detailed timeline of impact and resolution measures, and root cause analysis and actions being taken for continuous improvement; and

8.2.3. all other service incidents.

9. Service Continuity

The Supplier shall be responsible for providing data backups.

10. Change Process

10.1. **API:** When the Customer makes a change within the platform that will impact the API with the Supplier, the change will first need to be tested through the pre-production environment with approval that it meets requirements ahead of the date being planned for when it is to be released into the production environment. There is to also be monitoring by both parties for the first 3 days post-live.

10.2. **Performance Reviews.** The Customer and the Supplier will review performance on a quarterly basis. During the POC, the Customer & the Supplier will meet on a monthly basis to review the performance of the system and flow performance. performance.

11. Disaster Recovery

11.1. Supplier shall maintain a Disaster Recovery Plan in the event of a catastrophe or other Force Majeure Event that prevents Supplier from delivering the Services and will use commercially reasonable efforts to have the Services restored to operation as soon as practicable. Target service levels as follows:

11.1.1. Recovery Point Objective (“RPO”) of less than one (1) hour. “Recovery Point Objective” or “RPO” shall mean the maximum amount of data that may be lost when the Services are restored after an interruption. Recovery Point Objective is expressed as a length of time before the failure; and

11.1.2. Recovery Time Objective (“RTO”) no more than eight (8) hours. “Recovery Time Objective” or “RTO” shall mean the maximum time allowed for recovery of the Services following an interruption. Recovery Time Objective is expressed as the length of time between a Disaster Declaration and the Completed Restoration Time to the SaaS Service.



12. Data Backup and Retention

The Supplier shall back up on a daily basis using a combination of full and incremental backup procedures. Backups will be executed automatically using a predefined schedule.

13. Multi-tenant Configuration

All environments may be provisioned, at the inception of the Services or in a subsequent upgrade, update or release, in a multi-tenant configuration on shared infrastructure with other Supplier customers. The Supplier will implement appropriate controls to provide security and privacy using logical separation of Customer's data, computing, and storage.