

TERMS

These Terms together with any referenced documents herein govern the use of any and all Services provided by Ask AIB Limited ("Company") and you. By electronically executing an Order Form (as per the Company's template), You expressly agree to be bound by and comply with these Conditions and the stipulations of the Order Form. The Order Form and these Terms shall jointly constitute the entire agreement between You and the Company (the "Agreement"). If You are not authorised to enter into this Agreement or do not agree to be bound by any term or condition contained in this Agreement, do not sign the Order Form and do not use the Services. This Agreement is effective as between You and the Company from the date of its signing by the Subscriber unless anything specific has been provided in the Order Form.

If You sign up for, or access or use the Services on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind such entity to these Terms, and the terms "You" or "Your" herein shall include You, the individual user, and such entity.

You may not access or use the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access or use the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Agreed terms

1. Interpretation

1.1 Definitions:

- 1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 2 **Charges:** the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Order Form.
- 3 **Conditions:** these terms and conditions.
- 4 **Contract:** the contract between the Customer and the Supplier for the supply of the Services in accordance with the Order Form and these Conditions.
- 5 **Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
- 6 **Customer Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.
- 7 **Deliverables:** all software, documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) and the key deliverables set out in the Order Form.
- 8 **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software,

database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 9 **Services:** the services to be provided by the Supplier pursuant to the Contract. This includes software, the platform, website and any accompanying or connection documentation (including user guides).
- 10 **Services Start Date:** the day on which the Supplier is to start provision of the Services, as set out in the Order Form.
- 11 **Supplier IPRs:** all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them.

1.2 Interpretation:

- (a) Reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Supply of services

- 2.1 The Supplier shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.
- 2.2 In supplying the Services, the Supplier shall:
 - (a) perform the Services with reasonable care and skill;
 - (b) ~~com~~comply with all applicable laws, statutes, regulations from time to time in force; provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.
- 2.3 The Supplier does not warrant that:
 - (a) the Customer's use of the Services will be uninterrupted or error-free; or
 - (b) that the Services will meet the Customer's requirements; or
 - (c) the Software or the Services will be free from Vulnerabilities or Viruses; or

- (d) the Software, will comply with any Heightened Cybersecurity Requirements.

3. Customer's obligations

- 3.1 The Customer shall co-operate with the Supplier in all matters relating to the Services including to provide, in a timely manner, such information as the Supplier may reasonably require, and ensure that it is accurate and complete in all material respects.
- 3.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall:
 - (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - (b) be entitled to payment of the Charges despite any such prevention or delay; and
 - (c) be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.
- 3.3 The Customer shall not:
 - (a) Copy, modify, amend, alter, harm or destroy the Services.
 - (b) Redistribute, sell, rent, lease or otherwise transfer any Services.

4. Data protection

- 4.1 The following definitions apply in this clause:
 - (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
 - (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - (c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
 - (d) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 4.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.

- 4.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
- 4.4 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of the Contract.
- 4.5 The Customer consents to the Supplier appointing a third-party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement which will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

5. Intellectual property

- 5.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 5.2 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 5.3 The Supplier and its licensors shall retain ownership of all Supplier IPRs.

6. Charges and payment

- 6.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with the Order Form.
- 6.2 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer following signed agreement of the Order Form. Each invoice shall include all reasonable supporting information required by the Customer.
- 6.3 The Customer shall pay each invoice due and submitted to it by the Supplier, within 14 days of receipt, to a bank account nominated in writing by the Supplier.
- 6.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under (Termination):

- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year.
 - (b) the Supplier may suspend all Services until payment has been made in full.
- 6.5 All amounts due under the Contract from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 Upon renewal, unless otherwise agreed, the Supplier may unilaterally increase the Charges as we deem appropriate, subject to a limit of RPI (in the month 2 months before the review) + 3%. For any increase in the Charges, the Supplier shall notify the Customer at least 90 days prior to the commencement of the Renewal Period. In the event of an increase, the Customer may choose not to renew this Agreement by exercising its termination rights under clause 8. In the absence of termination, the increased Charges shall apply as at the beginning of the Renewal Period.

7. Limitation of liability

WARNING: you are strongly advised to read this clause.

- 7.1 References to liability in this clause include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in this clause shall limit the Customer's payment obligations or liability under the Contract.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.4 The Customer acknowledges and accepts that the Services provided by the Supplier are not business critical.
- 7.5 Subject to clause 7.3 the Supplier shall have no liability for any:
 - (a) loss of profits,
 - (b) loss of business,
 - (c) wasted expenditure,
 - (d) depletion of goodwill and/or similar losses,

- (e) loss or corruption of data or information, or
 - (f) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- 7.6 the Supplier's total liability to the Customer:
 - (a) for loss arising from the Supplier's failure to comply with its data processing obligations under (Data protection) shall not exceed the total year Charges fees paid by the Customer in the contract year in which the breaches occur; and
 - (b) for all other loss or damage shall not exceed shall not exceed the total year Charges fees paid by the Customer paid in the contract year in which the breaches occur.
- 7.7 The limitations at clause 7.4(a) includes, but is not limited to, loss of the kind listed in clause 7.4(a) arising from any failure or downtime (including for maintenance) of software as a service provided by the Supplier to the Customer.

8. Termination and Renewal

- 8.1 This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:
 - (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this agreement;
 - (c) and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.
- 8.2 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so. For the purpose of this clause, breached of Schedule 1 - Service Level Agreement are excluded;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose

of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];

- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's [reasonable] opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for whatever reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination [or expiry] of the Contract shall remain in full force and effect; and
- (c) termination [or expiry] of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination [or expiry].

9. Force majeure.

9.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10. Assignment and other dealings.

10.1 The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.

10.2 The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

11. Confidentiality.

- 11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party [or of any member of the group to which the other party belongs], except as otherwise expressly permitted by this agreement.
- 11.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

12. Entire agreement.

- 12.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.

13. Variation.

- 13.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Waiver.

- 14.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 14.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15. Severance.

- 15.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16. Notices.

- 16.1 Any notice [or other communication] given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the address specified in the Order Form.
- 16.2 Any notice [or communication] shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Third party rights.

- 17.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18. Governing law.

- 18.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

19. Jurisdiction.

- 19.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 - Service level agreement – Add on services

Interpretation

The following definitions and rules of interpretation apply in this schedule.

Definitions:

Commercially Reasonable Efforts: the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

Customer Cause: any of the following causes:

- any improper use, misuse or unauthorised alteration of the Software by the Customer;
- any use of the Software by the Customer in a manner inconsistent with the then-current documents;
- the use by the Customer of any hardware or software not provided by the Supplier or approved by the Supplier in the Specification for use by the Customer in connection with the Software; or
- the use of a non-current version or release of the Software.

Fault: any Operational Fault.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the relevant industry or business sector.

Help Desk Support: support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software. For Advanced Service Level Customers, Help Desk Support is provided by way of telephone, email or online chat. For Simple Service Level Customers, Help Desk Support is provided by way of email or online chat only.

Known Vulnerabilities: any Vulnerability that has either:

- been assigned a Common Vulnerabilities and Exposures (CVE) number;

- been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Latent Vulnerabilities: any instances of typical classes of Vulnerability. For example, buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Main Agreement: the agreement to which this schedule relates.

Mitigate: the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the Vulnerability in question, which may include patching or coding changes, and the terms Mitigated and Mitigation shall be construed accordingly.

Operational Fault: failure of the Software to operate in all material respects in accordance with the Specification and Documents, including any operational failure or error referred to in the Service Level Table.

Out-of-scope Services: either of the following services:

- any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination).

Service Credits: the service credits specified in this Schedule.

Service Levels: the service level responses and response times referred to in the Service Level Table.

Solution: either of the following outcomes:

- correction of an Operational Fault or;
- a workaround in relation to an Operational Fault (including a reversal of any changes to the Software if deemed appropriate by the Supplier) that is reasonably acceptable to the Customer; [or
- Mitigation of a Vulnerability that is reasonably acceptable to the Customer].

Support Fees: Payable fees as set out in the Order Form.

Support Hours: Monday to Friday, 8:30 AM – 10:30 PM GMT

Support Period: the Term and, if requested by the Customer, any period during which the Customer transfers the Services to an alternate service provider.

Support Request: request made by the Customer in accordance with this schedule for support in relation to the Software, including correction of an Operational Fault.

Support Services: maintenance of the then-current version or release of the Software, including Help Desk Support, but excluding any Out-of-scope Services.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to

confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

All initial capitalised terms in this schedule shall have the meaning given to them in the Main Agreement, unless otherwise defined herein.

1. Scope

- 1.1 This SLA applies to the Services provided by the Supplier, including the resource booking platform and associated customer support. It excludes any third-party integrations or services not managed by the Supplier.
- 1.2 The parties acknowledge that each Service Credit is proportionate when considering the Customer's legitimate interest to address and resolve all Faults as quickly as possible and that the Customer acknowledges and accepts that the Services provided by the Supplier are not business critical.
- 1.3 The provision of a Service Credit shall be the exclusive remedy for a particular Service Level failure.
- 1.4 Service Credits shall be shown as a deduction from the amount due from the Customer to the Supplier in the next invoice then due to be issued under the Main Agreement. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

2. Support Services

- 19.2 During the Support Period the Supplier shall perform the Support Services during the Support Hours in accordance with the Service Levels.
- 19.3 The Supplier offers 'Simple' and 'Advanced' license Levels. The additional services included within each Service Level are set out in the 'Service Level Table' within this Schedule.
- 19.4 The Service Levels provided to the Customer shall be set out in the Order Form. If the Order Form is silent on the application Support Levels, the Customer is entitled to the benefit of the 'Simple' Service Level.
- 19.5 As part of the Support Services, the Supplier shall, for all Service Levels use Commercially Reasonable Efforts to:
 - (a) correct all Operational Faults notified;
 - (b) monitor the Software during the Support Hours for Known Vulnerabilities or Latent Vulnerabilities; and
 - (c) Mitigate against all Vulnerabilities notified or detected

- (d) provide Help Desk Support by means of the following telephone number +44 8443 585220 (for Advanced Service Level only) and e-mail address support@askaib.com (for all Service Levels) in accordance with the Service Levels.
 - (e) provide technical support for the Software in accordance with the Service Levels.
- 19.6 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.
- 19.7 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services unless provided in the Service Level purchased by the Customer.

20. Customer Responsibilities

- 20.1 To ensure uninterrupted service, customers are expected to:
- (a) Provide accurate and up-to-date contact and billing information. Use the platform in compliance with applicable laws and terms of service.
 - (b) Report issues promptly with sufficient details for troubleshooting.

21. Maintenance and Updates

Scheduled Maintenance

- 21.1 Planned maintenance will, where possible, be conducted during off-peak hours, typically between 01:00 AM and 6:00 AM GMT.
- 21.2 The Supplier will endeavour to provide customers with at least 48 hours' notice in advance of scheduled maintenance.

Emergency Maintenance

- 21.3 Emergency maintenance may occur without prior notice to address critical security or performance issues.
- 21.4 Notifications will be sent as soon as reasonably possible.

22. Submitting Support Requests and access

- 22.1 The Customer may request Support Services by way of a Support Request.
- 22.2 Each Support Request shall include a description of the Operational Fault or Vulnerability and, where relevant, the start time of the incident.
- 22.3 The Customer shall provide the Supplier with:

- (a) prompt notice of any Faults which it becomes aware of; and
 - (b) such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer's system, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Operational Fault and to respond to the relevant Support Request.
- 22.4 Save for where the Supplier reasonably determines that it requires access to the Customer's site to provide the relevant Support Service, all Support Services shall be provided on an off-site basis (such as over the telephone or by e-mail).
- 22.5 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer Site to the Customer System and the Customer's files, equipment and personnel.
- 22.6 The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's reasonable security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to the Supplier in writing reasonably in advance.

23. Support Requests Service Levels

- 23.1 The Supplier shall prioritise:
 - (a) All Support Requests based on its reasonable assessment of the severity level of the Fault reported;
 - (b) Mitigation of each Vulnerability based on its reasonable assessment of the risk posed by such Vulnerability.
- 23.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- 23.3 The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct (or, where, relevant, Mitigate) any Fault.

24. Communications

- 24.1 In addition to the mechanisms for giving notice specified in the Main Agreement, the parties may communicate in respect of any matter referred to in this schedule by e-mail (unless specified otherwise).

25. Service Commitments

- 25.1 Target Uptimes
 - (a) The Supplier intends to provide the following Target Uptimes. The Service Credits set out below are the agreed method and measurement of remedy for

the Supplier failing to meet the intended Uptimes calculated monthly and by calendar months:

- (i) **Target Uptime – Simple License:** 99% uptime for the platform, excluding planned maintenance and force majeure events.
- (ii) **Target Uptime – Advanced License:** 99.5% uptime for the platform, excluding planned maintenance and force majeure events.

25.2 Service Level Response Times:

- (a) The Supplier provides customer support during business hours (Monday to Friday, 8:30 AM – 10:30 PM GMT).
- (b) Response times are based on time elapsed during the business hours described above.
- (c) Response times are categorised based on the issue severity:
 - (i) Simple license response times by email/online chat only:

Severity Level	Description	Initial Response Time - Simple	Resolution Time - Simple
Critical (P1)	Platform is completely unavailable.	1 hour	8 hours
High (P2)	Major functionality is impaired.	4 hours	3 business days
Medium (P3)	Minor issues with workarounds available.	8 hours	n/a
Low (P4)	Cosmetic issues or general inquiries not considered critical to system performance.	16 hours	n/a

- (ii) Advanced license response times:

Severity Level	Description	Initial Response Time – Advanced	Resolution Time - Advanced
Critical	Platform is completely unavailable.	1 hour	8 hours
High	Major functionality is impaired.	2 hours	24 hours
Medium	Minor issues with workarounds available.	8 hours	15 business days
Low	Cosmetic issues or general inquiries not considered critical to system performance.	16 hours	n/a

26. Service Credits

- 26.1 If the Supplier fails to provide a Solution within the relevant Service Level Response Time, the Customer shall become entitled to the Service Credit specified in the Service Credit Calculation, subject to the Eligibility and Claim Process below.

Eligibility

- 26.2 Service credits apply only when the downtime or delay exceeds the guaranteed levels, provided that the fault or other problem related to the software did not result from a Customer Cause or a cause outside the Supplier's control.
- 26.3 Service Credits apply only when the customer has complied with the Claim Process below.

Claim Process

- 26.4 Any claim for a service credit must be submitted within **30 days** of the incident by contacting [support@askaib.com]; and
- 26.5 Claims submitted include the incident details and impact.

Service Credit Calculation

- 26.6 Credits are calculated as a percentage of the monthly subscription fee:
- (a) **Downtime - Simple:** 0.5 % credit for each **1 hour** of unplanned downtime beyond the guarantee, capped at 25% of the monthly fee.
 - (b) **Downtime - Advanced:** 1% credit for each **1 hour** of unplanned downtime beyond the guarantee, capped at 25% of the monthly fee.
 - (c) **Response Delays - Simple:** 0.5% credit for each **2 hours** beyond the committed resolution time, capped at 10% of the monthly fee.
 - (d) **Response Delays - Advanced:** 1% credit for each **2 hours** beyond the committed resolution time, capped at 10% of the monthly fee.

27. Termination

- 27.1 If High or Critical Fault(s) persist without Solution for 90 calendar days from notification of the Fault, the Customer may terminate the Main Agreement with immediate effect by giving written notice. If the Fault(s) is remedied prior to the Customer giving written notice, the Customer's right to exercise this clause is lost.