

1ST WELLBEING G-CLOUD 15 SERVICES AGREEMENT

“the Table”

ORGANISATION (the “Customer”)		
ADDRESS (for Invoice)		
CONTACT	NAME	
	JOB TITLE	
	EMAIL	
CONTACTS TO BE INFORMED OF SCHEDULED MAINTENANCE ACTIVITIES, UPGRADES AND NEW FEATURES		
PRIMARY	NAME	
	JOB TITLE	
	EMAIL	
SECONDARY	NAME	
	JOB TITLE	
	EMAIL	
DETAILS		
SERVICES	SXP.ai : Higher Education AI Assistant Deployable Across Students, Staff & Applicants	
AUTHORISED USERS	Applicants, Staff, Students and Alumni.	
EFFECTIVE DATE		
HOSTING PROVIDER/DATA CENTRE	AWS UK (London) Region.	
INITIAL SUBSCRIPTION TERM (DURATION)		
RENEWAL CAP		
Terms and Conditions for Services	The Terms and Conditions for Services that follow also apply and be incorporated into this Services Agreement.	
SPECIAL TERMS (Delete this section if none)	The Customer and 1st Wellbeing have agreed the following Special Terms set out below. In the event of any conflict between the Special Terms set out in this Table and the Terms and Conditions for Services that follow, then the Special terms shall prevail.	

Terms and Conditions for Services follow

Terms and Conditions for Services

This agreement is made between:

(1)	1stWELLBEING LTD a company registered in England with number 11321153 and having its registered office at Granville House, 2 Tettenhall Road, Wolverhampton, West Midlands, United Kingdom, WV1 4SB (" 1st Wellbeing ")
(2)	the Customer named above in the Table.

It is Agreed as follows:

1. DEFINITIONS

In this agreement the following expressions shall have the following meanings (unless the context otherwise requires):

"AI Question" means any instance in which a generative AI call is made within the Services, whether initiated by (i) a user input submitted by an Authorised User through the AI interface, or (ii) an automated or autonomous AI agent operating as part of the Services.

Where a single user input triggers multiple generative AI calls, those calls shall collectively count as one AI Question. Each generative AI call initiated by an autonomous AI agent shall count as one AI Question for the purpose of measuring AI usage.

"Application Software" means the application software that underpins the provision of the Services;

"Authorised Users" means those classes of person that the Customer may allow to use the Services as indicated in the Table at the head of this agreement; and an individual shall cease to be Authorised User upon their leaving the Customer;

"Business Day" means any day which is not a Saturday, Sunday or public holiday in the UK;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1;

"Control" means that a business entity shall be deemed to "control" another business entity if it owns 100% of the voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation and "Controlling" and "Controlled" shall be construed accordingly;

"Data Protection Laws" means (as applicable), the GDPR, the Data Protection Act 2018, the Directive 2002/58/EC (e Privacy Directive) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Data Subject" has the meaning given in applicable Data Protection Laws from time to time;

"Expenses" incurred by 1st Wellbeing in relation to the provision of the Services and the Professional Services, including without limitation travel, subsistence and accommodation expenses;

"Fees" shall mean the Service and deployment fees payable in respect of the Services as set out in the applicable Order Form;

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679;

"Initial Subscription Term" means the initial term of this agreement as set out above;

"Internal Use" shall mean making the Services available to Authorised Users of the Customer only;

"Normal Business Hours" means 8.00 am to 5.00 pm local UK time, each Business Day;

"Permitted Purpose" means the purpose consistent with the provision and management of the Services to Authorised Users and the related privacy policy;

"Personal Data" has the meaning given in applicable Data Protection Laws from time to time;

"Professional Services" means any additional services to be provided by 1st Wellbeing from time to time at the then current Professional Services Fee;

"Professional Services Fee" means the daily fee specified in the applicable Order Form, as amended from time to time in accordance with this Agreement;

"Renewal Cap" means the percentage cap on the increase in Fees, excluding any initial discounts, for subsequent Renewal Periods expressed as a percentage of the Fees payable for the immediately preceding Initial Subscription Term or Renewal Period (as appropriate) and as specified on the first page of this agreement;

"Renewal Period" shall have the meaning set out in clause 6;

"Services" means provision of the Higher Education AI Assistant Deployable Across Students, Staff & Applicants;

"Subscription Term" means the Initial Subscription Term together with any subsequent Renewal Periods;

"Support Services Policy" means 1st Wellbeing's policy for providing support in relation to the Services as set out in Schedule A to this agreement;

"Tranche" means each unit of AI Questions for which an AI Usage Fee is payable as set out in the applicable Order Form;

"Virus" means anything or device (including any software, code, file or programme) which may: (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2 SERVICES

2.1 1st Wellbeing shall, during the Subscription Term, provide the Services to the Customer subject to the terms of this agreement.

2.2 1st Wellbeing will, as part of the Services and at no additional cost to the Customer, provide the Customer with 1st Wellbeing customer support services during Normal Business Hours in accordance with the Support Services Policy.

3 SERVICES – RIGHT TO USE

3.1 Subject to payment of the Fees in accordance with clause 4.1, the restrictions set out in this clause 3 and the other terms and conditions of this agreement, 1st Wellbeing hereby grants to the Customer a non-exclusive, non-transferable licence to use the Services during the Subscription Term solely for the Customer's Internal Use.

3.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- (f) causes damage or injury to any person or property;

and 1st Wellbeing reserves the right, without liability to the Customer, to disable access to any material that breaches the provisions of this clause.

3.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Application Software (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Application Software; or

- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) use the Services to provide services to third parties (save as permitted to Authorised Users by the terms of this agreement); or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users (including but not limited to the provision of any managed service, software as a service, outsourced service or third party training service), or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services other than envisaged under the terms of this agreement.

3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify 1st Wellbeing.

3.6 The rights provided under this clause 3 are granted to the Customer only.

3.7 The Customer shall:

- (a) co-operate with 1st Wellbeing in all matters relating to the implementation and provision of the Services; and
- (b) provide, in a timely manner, such information as 1st Wellbeing may reasonably request in relation to the provision of the Services.

4 PAYMENT

4.1 1st Wellbeing shall invoice the Customer:

- (i) on the Effective Date for the Fees payable in accordance with the applicable Order Form;
- (ii) at least 30 days prior to each anniversary of the Effective Date for the Fees as set out in the applicable Order Form payable in respect of the next 12 months during the Initial Subscription Term;
- (iii) subject to clause 6.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the (or next) Renewal Period; and
- (iv) monthly in arrears for Expenses reasonably incurred and any Professional Services;
- (v) when cumulative AI Question usage reaches ninety percent (90%) of the applicable Tranche, 1st Wellbeing shall notify the Customer and issue an invoice for the next Tranche at the prevailing AI Usage Fee in accordance with the applicable Order Form.

4.2 AI usage will be measured using 1st Wellbeing's platform. The Customer will receive a usage summary when cumulative usage reaches 75%, 90%, and 100% of each Tranche.

4.3 Any unused AI Question capacity shall automatically roll over into the next invoiced Tranche provided that this Agreement remains in force, including any Renewal Periods. Upon expiry or termination of this Agreement, any remaining unused AI Question capacity shall expire without refund.

4.4 The Customer may, at any time during the Subscription Term, pre-purchase one or more additional Tranches at the prevailing AI Usage Fee in accordance with the applicable Order Form.

4.5 The Customer shall pay each invoice within thirty (30) days of receipt.

4.6 The Fees are fixed for the Initial Subscription Term of this Agreement. Fees for subsequent Renewal Periods shall not increase by a percentage in excess of the Renewal Cap.

4.7 If 1st Wellbeing has not received payment in accordance with clause 4.5 ("the due date"), interest shall accrue on such due amounts at an annual rate equal to five percent (5%) over the then-current base lending rate of Barclays Bank PLC, commencing on the due date and continuing until fully paid.

4.8 If 1st Wellbeing has not received payment within ninety (90) days after the due date, 1st Wellbeing may, without liability to the Customer, disable the Customer's account and access to all or part of the Services until such time as the invoice(s) concerned are paid in full.

4.9 All amounts and fees stated or referred to in this Agreement are (a) non-cancellable and non-refundable; and (b) exclusive of value-added tax and any other applicable sales taxes, which shall be added to 1st Wellbeing's invoices at the appropriate rate.

5 WARRANTIES

5.1 1st Wellbeing warrants that it able to market and license the Services in accordance with the terms of this agreement.

5.2 1st Wellbeing warrants that the Services and any Professional Services shall be undertaken with reasonable skill and care.

5.3 The warranty at clause 5.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to 1st Wellbeing instructions, or modification or alteration of the Services by any party other than 1st Wellbeing or 1st Wellbeing duly authorised contractors or agents.

5.4 1st Wellbeing does not warrant that:

- (a) the Customer's (or Authorised Users) use of the Services will be uninterrupted or error-free (but does agree to use reasonable endeavours to achieve the availability criteria for the Services set out in sections 5 and 11 of the Support Services Policy); or
- (b) that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and it's the Customers responsibility to ascertain whether the Services are appropriate to it needs prior to contracting with 1st Wellbeing.

5.5 In the event of breach of the warranties above, the Customer shall notify 1st Wellbeing and 1st Wellbeing shall re-perform the Services and/or the Professional Services (as appropriate) so as to comply with the warranties above, within sixty days of notification from the Customer.

5.6 Except as expressly stated in this agreement, all other warranties and conditions, whether express or implied, by statute, common law or otherwise, are hereby expressly excluded to the extent permitted by law.

6 TERMINATION

6.1 This agreement shall, unless otherwise terminated as provided in this clause 6, 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 1 (one) year (each a **"Renewal Period"**), unless:

- (a) either Party notifies the other Party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period (as the case maybe), 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.

6.2 Either Party may terminate this agreement in the event of the other being in material breach of this agreement provided the breach has not been remedied within thirty days of receipt of written notice from the terminating Party specifying the breach.

6.3 Either party may terminate this agreement in the event that the other party passes a resolution, or the court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding-up order.

6.4 Any such termination shall not affect any accrued rights or liabilities of either Party at the date of termination. The clauses and provisions of this agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this agreement shall continue in full force and effect notwithstanding such expiry or termination.

6.5 If the licence granted under clause 3 of this agreement is terminated in accordance with this clause 6:

- (a) the Customer shall forthwith cease using and promoting the Services; and
- (b) 1st Wellbeing shall terminate the Authorised Users ability to access to the Services

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The Customer acknowledges and agrees:

- (a) that 1st Wellbeing owns all intellectual property rights in the Services and in the Application Software (the 1st Wellbeing Assets)
- (b) that it has no rights in (the 1st Wellbeing Assets) save as expressly stated in this agreement; and
- (c) that any enhancements or modifications to the 1st Wellbeing Assets during the terms of this agreement shall be the sole property of 1st Wellbeing.

8 LIMITATION OF LIABILITY

8.1 Nothing in this agreement shall limit or exclude 1st Wellbeing's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which it would be unlawful for 1st Wellbeing's to exclude or restrict liability.

8.2 Subject to clause 8.1 1st Wellbeing shall under no circumstances be liable to the Customer under or in connection with this agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise for: (a) any loss of profit, contract, revenue or goodwill (whether in each case direct or indirect loss); and (b) any indirect or consequential loss.

8.3 Subject to the provisions of clause 8.1 and 8.2 the total liability of 1st Wellbeing to the Customer (including liability as regards all losses, damages and costs) arising under or in connection with this agreement and whether in contract, tort (including negligence), breach of statutory duty, or otherwise in respect of all other claims, shall not exceed in each Contract Year a sum equal to 120% of the total Fees for the Services supplied in the Contract Year immediately preceding the Contract Year in which the claim is made (as determined pursuant to clause 8.4 below); save that as regards any claims made in the first Contract Year the liability of 1st Wellbeing shall not exceed 120% of the total Fees paid or payable in that First Year assuming that the agreement remains in force during the first Contract Year in the ordinary course.

8.4 For the purposes of clause 8.3 and determining in which Contract Year a claim is made (and the applicable liability cap): 8.4.1 all claims notified by the Customer to 1st Wellbeing during the duration of the agreement shall be deemed and treated by the parties as if made by the Customer in the Contract Year in which the event giving rise to the claim occurred (or where the claim relates to a series of related events in the Contract Year in which the first event, of the series of related events, occurred); and 8.4.2 all claims notified by the Customer to 1st Wellbeing after the termination or expiry of the agreement (a post termination claims), shall be deemed and treated by the parties as if made by the Customer in the final Contract Year of the agreement.

8.5 For the purpose of this clause 8, Contract Year means each 12 month period during the term of this agreement the first such period commencing on the Effective Date and acknowledging that the final period may comprise 12 or less months to the date of expiry or termination.

8.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with the agreement.

9 NON DISCLOSURE

9.1 By virtue of this agreement, each Party may have access to information that is confidential to the other ("**Confidential Information**"). Confidential Information shall include (without limitation) the Services, the Application Software all know-how, techniques, ideas, principles and concepts which underlie any element of the Services, the Application Software and which may be apparent by use, testing or examination of them, the terms of and the fees payable under this agreement, the books and records of the Customer and all information clearly identified as confidential.

9.2 Confidential Information shall not include information which;

- (a) is or becomes a part of the public domain through no act or omission of the other Party;
- (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
- (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or
- (d) is independently developed by the other Party without breach of the agreement or intellectual property rights

9.3 Each Party agrees not to make the other's Confidential Information available in any form to any third party or to use the other's Confidential Information for any purpose other than the performance of this agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or third parties in violation of this agreement.

10 DATA PROTECTION

10.1 1st Wellbeing shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this agreement.

10.2 1st Wellbeing shall ensure that all appropriate privacy notices have been made available to each relevant Authorised User (Data Subject).

10.3 1st Wellbeing shall at all times shall undertake all processing of the Personal Data only for the Permitted Purpose.

10.4 1st Wellbeing shall at all times put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under Data Protection Laws.

10.5 1st Wellbeing shall at all times implement and maintain appropriate technical and organisational measures to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access; and

10.6 1st Wellbeing shall not transfer the Personal Data to any country outside the United Kingdom or to any international organisation (as defined in the GDPR) without the applicable Data subject's prior consent.

10.7 1st Wellbeing shall maintain complete, accurate and up to date written records of all of its processing of the Personal Data and as necessary to demonstrate its compliance with this Data Protection Laws.

10.8 Except as required by applicable law in the United Kingdom 1st Wellbeing shall process each part of the Personal Data for no longer than such processing is necessary for the Permitted Purpose and all Data Protection Laws; and confidentially, irrecoverably and securely destroy or dispose of all Personal Data (and all copies) in its possession or control that can no longer be processed.

11 ANTI-BRIBERY

1st Wellbeing shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

12 DISPUTE RESOLUTION

12.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (a **"Dispute"**) then, except as expressly provided in this agreement, the Parties shall follow the dispute resolution procedure set out in this clause:

- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a **"Dispute Notice"**), together with relevant supporting documentation. On service of the Dispute Notice the Head of Support Services of the Customer and Commercial Account Manager of 1st Wellbeing shall attempt in good faith to resolve the Dispute;
- (b) if the Head of Support Services of the Customer and Commercial Account Manager of 1st Wellbeing are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a senior executive officer of the Customer and a board level director of 1st Wellbeing who shall attempt in good faith to resolve it; and
- (c) if the senior executive officer of the Customer and the board level director of 1st Wellbeing are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing (an **"ADR notice"**) to the other Party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

12.2 No Party may commence any court proceedings in relation to any dispute arising out of this agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

13 GENERAL

13.1 1st Wellbeing shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of 1st Wellbeing or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

13.2 Neither Party shall assign or novate this agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed) provided that 1st Wellbeing may assign or novate this agreement to a purchaser of the whole or substantially the whole of the business of 1st Wellbeing.

13.3 All notices required to be sent hereunder shall be in writing and may be sent by recorded delivery first class post or by hand, and shall be sent to the addresses shown on the first page of this agreement. If sent by recorded delivery first class post, it shall be deemed to have been received two days after posting or on the day of despatch if sent by same day courier. The Customer agrees to promptly advise 1st Wellbeing of any change to the details of the primary and secondary contact on the first page of this agreement

13.4 In the event that any provision of this agreement is held to be invalid or unenforceable then the remaining provisions of this agreement shall remain in full force and effect.

13.5 The rights of either Party hereto arising out of any provision of this agreement or any breach thereof shall not be waived except in writing.

13.6 Any waiver by a Party to this agreement of its rights under this agreement or of any breach of this agreement shall not be construed as a waiver of any other rights or remedies of any other or further breach.

13.7 This agreement constitutes the entire agreement between the parties and supersedes all previous agreements and representations, written or oral, with respect to the subject matter hereof. This agreement may not be modified or amended except in writing signed by a duly authorised representative of each Party.

13.8 A person who is not a Party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that act.

13.9 Unless otherwise specified in writing by the Customer, the Customer warrants, represents and undertakes that it has obtained a valid licence to use (and to permit 1st Wellbeing to use for the benefit of the Customer) the latest release of all application programming interfaces (including all and any relevant web services) necessary to integrate between the Application Software and the Services and any third party software and services utilised by the Customer. The Customer acknowledges and agrees that the fulfilment by 1st Wellbeing of its obligations under this agreement is dependent on the Customer complying with its obligations under this clause 13.8.

13.10 This agreement shall be interpreted and the rights and liabilities of the parties shall be determined in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have caused this agreement to be executed by the duly authorised representatives of the parties:

Signed for and on behalf of the CUSTOMER

.....
SIGNATURE *DATE*

NAME:

TITLE:

Signed for and on behalf of 1st Wellbeing

.....
SIGNATURE *DATE*
David Hugh Griffiths

SCHEDULE A SUPPORT SERVICES POLICY

1 SCOPE

This document forms part of the agreement between the Customer and 1st Wellbeing with regard to provision of Services.

2 AUDIENCE

This document is for the Customer's support staff and 1st Wellbeing staff.

3 PURPOSE

Provides information on the level of support service provided.

4 ASSUMPTIONS

It is assumed that this document is read in conjunction with the '1st Wellbeing Limited Services Agreement'.

5 SERVICE DEFINITION

The Service currently include the following components:

Component	Hours of Availability	Hours of Operation	Availability During Hours of Operation
Reporting Portal	24 x 7	Normal Business Hours	99%
Application Front End	24 x 7	Normal Business Hours	99%

6 SUBSCRIPTION CREDITS:

Subscription credits shall apply to any failure to meet the level of service defined in Section 5. The subscription credit shall be proportional to the percentage of time where the service level was not achieved and shall be used to provide additional, free Services to the Customer by way of an extension to the Subscription Term.

7 PERFORMANCE:

Reasonable performance is expected of all functions of the Services, however this will vary depending on each Authorised User's connectivity (e.g. 3G, 4G, Wi-fi), what the current network usage and signal strength is at any particular location and the number of Authorised Users accessing the application at once. Therefore it is difficult to put any exact performance targets against the Services. However, it is possible to use a broad measure (based on a single Authorised User accessing data at once) to determine if there is a particular issue that requires investigation:

Function	Example	Expected Performance on Wi-Fi
Accessing Hosted Data	Opening the assistant Access SOS sections	7 seconds

8 EXCLUSIONS:

The Parties acknowledge that the following items are not covered by 1st Wellbeing:

- Support for devices such as laptops and smartphones;
- Support for connectivity, e.g., Wi-fi or 3G;
- Authoring of custom content;
- Webpage/websites that are launched from the Services.

9 REPORTING ISSUES

Support is provided during Normal Business Hours. 1st Wellbeing provides Level 3 support whereby an issue cannot be resolved by Level 1 (typically University helpdesk) and Level 2 (University IT Technical Support). Issues should be reported using the 1st Wellbeing 'Case Notification Form' sent via email to service_support@sxp.ai.

A response will be provided within the time defined in the Severity Levels table below. In the event that a case has not been satisfactorily responded to then email escalate_level_2@sxp.ai which distributes an email to senior staff at 1st Wellbeing who will investigate the reported issue and report back the reasons for the problem. If the provided response is unsatisfactory then email escalate_level_1@sxp.ai, which

distributes an email to senior executive staff at 1st Wellbeing including the Chief Executive Officer.

10 SEVERITY LEVELS

The following severity levels will determine the target resolution times required:

Severity	Effect	Response/ Target Resolution Time
1	Total Service Loss – The incident is causing total loss of Service to every Authorised User or has a critical service impact.	2 hours/ 8 hours
2	Major Service Loss - A main area of functionality is not available to all Authorised Users.	2 hours/ 16 hours
3	Minor Service Loss - A minor area of functionality is not available to all Authorised Users.	8 hours/ 5 days
4	Isolated Incident – Services Functionality is not available to a small group of Authorised Users; i.e., fewer than 15 Authorised Users.	2 days/ 5 days
5	Non-service-impacting incident - Problem does not impact upon the use or productivity of the Service but is "annoying" to Authorised Users and is not consistent with expectations.	2 days/ Via change request

11 PLANNED OUTAGES

1st Wellbeing shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week except as set out in this section 11.

It is expected that there will be a need for maintenance or updates to be made to the Services. Scheduled maintenance windows are 8:00 am to 9:00 am on Tuesdays and Thursdays. If a longer maintenance window is required, where practical, these should be made outside of Normal Business Hours. Any planned work should be agreed with the Customer in advance, and provide at least 1 week's notice. The Customer agrees not to unreasonably withhold or delay the provision of any consent.

Time between major updates to the Services, excluding any critical bug fixes, is typically six months or more.

1st Wellbeing will use commercially reasonable endeavours to perform unscheduled maintenance outside Normal Business Hours. However, the Customer acknowledges that it may be necessary, on occasion, to perform unscheduled maintenance in Normal Business Hours. In such a scenario, 1st Wellbeing shall use commercially reasonable endeavours to give the Customer as much notice practically possible prior to commencement of such unscheduled maintenance having regard to the criticality and nature of such unscheduled maintenance.

12 DATA RETENTION AND RESTORATION

Hosted data is backed up on a nightly basis. In the event that data is lost, and the restore of a backup is required, this will be complete within 1 working day. The maximum loss of data will therefore be 1 working day.

13 SERVICE REQUESTS

Feedback from the user community is encouraged, and may result in requests for further enhancements. These will be filtered by the Customer and passed to 1st Wellbeing for review.