

## Service Level Agreement (“SLA”)

### Service Provider:

r2c Online Limited (“the Company”)

A: 2 Vantage Drive, Sheffield, S9 1RG

T: +44 (0)114 399 2430 E: info@r2conline.com W: www.r2conline.com

### Customer:

[Customer Details] (“the Customer”)

#### 1. Definitions for this SLA

This SLA defines the expected level of service provided by the Company to the Customer. Unless the context otherwise requires, the definitions of the r2c Standard Terms shall apply.

#### 2. Service Provision and Availability

- 2.1 The Company will provide a secure environment for the hosting of the Service, configure in accordance with the requirements of Service and take regular backups.
- 2.2 The Company will provide access to the Service via the internet, subject to the terms and conditions outlined in its Standard Terms and this SLA.
- 2.3 The Company may, from time to time, enhance and/or update the functionality, infrastructure or data of the Service (“Update”). Where the Updates vary the Service to the Customer the Company will issue advance notice of the content of the Update to the Customer. The Company will be responsible for updating any new version of the Software ensuring satisfactory operation of the Service.
- 2.4 The Company will use reasonable endeavours to ensure that any scheduled or unscheduled maintenance (“Maintenance”) or Update is carried out outside of the hours of 07:00 hrs to 19:00 hrs Monday to Friday and 07:00 hrs to 13:00 Saturday.
- 2.5 In the event that the Company is forced to temporarily suspend (“Suspension”) the Service, it will provide the Customer with as much notice as possible and use reasonable endeavours to minimise the duration of the Suspension.
- 2.6 Other than for reasons of Suspension, Maintenance or Update the Company shall use its best endeavours to ensure that Service will be available for at least 99.9% of the time in any one calendar year (“Service Level”).
- 2.7 In the event that the Service Level is not achieved the Company, or the Customer, may instigate the Escalation Procedure in Clause 3 of this SLA.
- 2.8 The Service Level shall be continually monitored by the Company.
- 2.9 If the Service does not respond after three consecutive 5 minute intervals, the Service will be deemed unavailable.
- 2.10 Unavailability shall be measured from the time at which the Service is deemed unavailable pursuant to Clause 2.9 of this SLA or where the Customer validly informs the Company that the Service is unavailable.
- 2.11 Any unavailability caused by any of the following shall not be included as unavailability in relation to the Service Level:
  - 2.11.1 failure of ancillary services or components which are the responsibility of a third party;
  - 2.11.2 issues with the provision of external data;

- 2.11.3 failure of ftp or data import/export services;
- 2.11.4 failure of external messaging services including SMS, email and fax;
- 2.11.5 acts or omissions of the Customer or any person or user of the Service authorised by the Customer;
- 2.11.6 hacking, spamming, viruses or other malware;
- 2.11.7 events or circumstances beyond the reasonable control of the Company including any Force Majeure events or any failure of a telecommunication carrier's network or domain registers.

### 3. Reporting and Escalation of Incident Problems

- 3.1 In the first instance, the Customer should report all incidents during normal working hours (08:00 hrs to 17:30 hrs Monday to Friday, excluding English public holidays) to the Company's product support department ("Helpdesk"). Outside these hours calls will be logged through a message facility, which will be screened and may initiate the out of hours team. Where written or printed evidence of system errors, incidents or faults can be provided, the Customer will provide such evidence to aid in the resolution process.
- 3.2 The Helpdesk will qualify incoming reports from the Customer to establish if they relate to a new or existing incident. New incidents will be logged and will be given an incident number.
- 3.3 If, after investigation, the incident is deemed to be a system enhancement, the support incident will be closed, the Customer informed and, where relevant, the change request will be recorded as a candidate for future development.
- 3.4 Basic information will be captured from the Customer and the severity of the incident determined in line with the following guide.

| Priority Level | Description                                                                                                                                                              | Target Response Time | Target Resolution Time (from Incident Report)                       |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------|
| 1              | System wide problems that prevent the utilisation or function of the solution as a whole and affect more than 5% of the users of the system                              | 1 hour               | 4 business hours                                                    |
| 2              | System wide problems that prevent utilisation/function of the solution which doesn't affect the system as a whole and/or affects less than 5% of the users of the system | 4 hours              | 48 business hours                                                   |
| 3              | Issues that do not impact core functionality of the system or only affect individual users                                                                               | 4 hours              | Will be reviewed and considered for future development cycle        |
| 4              | Minor or cosmetic problems with the solution, that do not affect functionality and do not stop users accessing and using the system                                      | 4 hours              | Will be reviewed and may be considered for future development cycle |

- 3.5 Whilst the Company will respond to incidents as quickly as possible, the Priority Level determines the maximum Response Time. Note that these response times apply during normal Helpdesk operating hours. Response Times are measured from the time the issue is recorded on the Helpdesk system, to the time at which the Company Helpdesk replies.
- 3.6 The Company will use reasonable endeavours to rectify P1 and P2 incidents within the target time above either by a permanent remedy or by providing a workaround prior to providing a permanent remedy.

The Company may revise this SLA from time to time to reflect changes in the law upon providing the Customer written notice of such changes. All other changes will require the Customer's prior written approval.