



KOADX

SERVICE LEVEL AGREEMENT

1. SERVICE DESK

1.1 The NionNet service desk is available during Working Hours via our website.

2. INCIDENT CATEGORIES

2.1 Every support request submitted will be allocated a category by NionNet, acting reasonably and following the below guidelines:

| | |
|-------------------|---|
| Severity 1 | Critical production issue that severely impacts the Customer's use of KOADX and no procedural workaround exists. KOADX is unavailable. |
| Severity 2 | Major functionality is impacted, or significant performance degradation is experienced. |
| Severity 3 | Partial, non-critical loss of use of KOADX. |
| Severity 4 | Inquiry regarding a routine technical issue, information requested on KOADX capabilities, use, installation or configuration or an issue with an acceptable workaround available. |

3. RESPONSE AND RESOLUTION TIMES

3.1 NionNet will use reasonable endeavours to respond to and resolve all incidents (or provide a workaround as it considers appropriate) within the following timescales:

| | Target response time | Target resolution time |
|-------------------|----------------------|------------------------|
| Severity 1 | 15 minutes | 2 hours |
| Severity 2 | 30 minutes | 4 hours |
| Severity 3 | 1 Working Hour | 2 Working Days |
| Severity 4 | 8 Working Hours | 5 Working Days |

3.2 For the avoidance of doubt NionNet will work on severity 1 and severity 2 issues around the clock, both inside and outside Working Hours, and compliance with the targets will be calculated accordingly, but the Customer acknowledges that NionNet's ability to effectively work on the issues outside of Working Hours will be dependent and conditional upon the Customer making appropriate representatives and resources available during such times to assist NionNet with resolving the issue.

4. AVAILABILITY

4.1 Where the Customer has a subscription, NionNet will use reasonable endeavours to ensure that KOADX is available at least 99% of the time, 24 hours a day, seven days a week. KOADX is "available" if the Customer is able to utilise its core functionality.

4.2 Availability will be calculated for each calendar month by dividing the time that KOADX was available by the total target availability and multiplying the result by 100. For the purposes of this paragraph 4.2 the total target availability is the number of hours in the relevant calendar month subtract any time that KOADX was unavailable due to (a) maintenance (planned or unplanned), (b) breach of the agreement by the Customer, (c) problems caused by the Customer's (or a User's) own systems or networks, or by hardware, software, firmware or media not supplied by NionNet, (d) attempting to access KOADX other than via

a Compatible Browser; (e) a Force Majeure Event (as defined in clause **Error! Reference source not found.**) or (f) suspension which is permitted by the agreement.

- 4.3 The availability figures recorded by NionNet's server diagnostic tool will be final and binding between the parties. NionNet will provide the availability figures to the Customer on request.

5. CLIENT'S RESPONSIBILITIES

- 5.1 NionNet's ability to provide the Support relies on the Customer making a full and detailed report of the particular issue being experienced, sufficient for NionNet to reproduce the issue (where applicable) and to identify the cause. Where the initial support request submitted by the Customer is insufficiently detailed NionNet will request clarification from the Customer and the resolution target time will run from the point at which a sufficiently detailed response is received.
- 5.2 Once a support request has been submitted the Customer must fully co-operate with NionNet to assist NionNet in resolving the issue. Should the Customer at any time not promptly respond to any query raised by NionNet then the time for resolving the issue will be suspended until an appropriate response is received.

6. LIMITATIONS

- 6.1 The Support does not cover:
- 6.1.1 problems caused by use of KOADX in breach of the agreement, including where KOADX is being used contrary to the Acceptable Use Policy or otherwise than as described in the Documentation;
 - 6.1.2 use of KOADX by anyone who is not an authorised User, or who does not have suitable qualifications and experience and/or has not received sufficient training;
 - 6.1.3 problems caused by the Customer's (or other User's) own systems or networks, or by hardware, software, firmware or media not supplied by NionNet;
 - 6.1.4 use of KOADX other than through a Compatible Browser;
 - 6.1.5 issues caused by Force Majeure Events (as defined in clause **Error! Reference source not found.**);
 - 6.1.6 any support with the use of the Generated Code;
 - 6.1.7 providing training to Users;
 - 6.1.8 rectifying errors made by Users; or
 - 6.1.9 provision of on-site support or support at any location other than remotely from NionNet's own premises.
- 6.2 In the event that the Customer requests any Support of a type described in paragraph 6.1 NionNet may provide the requested Support at its discretion, but will be entitled to charge for such Support at its then current day rates. These charges may be imposed retrospectively where NionNet provides Support without first notifying the Customer of the additional charges, for example in an emergency or where it only becomes clear that the services provided fall within paragraph 6.1 following the Support being provided.