# SupplyVue Service Level Agreement ("SLA")

## 1 DEFINITIONS

"**Support**" encompasses the provision of a support desk service and fixes in respect of the Software errors and incidental queries raised by Users. Support does not include professional services. Support does not include dealing with queries resulting from the Client's data nor the integration of such data with the Software unless specifically agreed in the Special Terms.

"**Maintenance**" encompasses the provision of new releases and new versions, minor improvements, updates, enhancements, error corrections, upgrade scripts, and changes to the Software from time to time (at SupplyVue's discretion).

"**Unsupported**" means any element of the Software that has been modified by or on behalf of the Client, except where SupplyVue has provided written confirmation to the Client that it will support such modified elements.

"**Out of Scope**" means Software incidents that result directly or indirectly from: (a) the Client's misuse or improper use of the Software; and/or (b) the Client's combination or merger of the Software with any hardware or software outside the Environment; (c) any third party events that are outside the scope of SupplyVue's responsibilities under the Agreement.

"**Solutions**" are fixes or workarounds that eliminate the incident or move the incident into a lower incident category, which are ordinarily provided remotely (but may be provided onsite).

"**Environment**" is the prevailing end user hardware and software environment for the Software, minimum specifications for which are freely available from SupplyVue on request and internet connectivity.

References in this Service Level Agreement to "**hours**" does not include hours outside of the support desk hours of operation.

## 2 HOSTED SERVICE

SupplyVue shall make the Software available (99% of the time on a 24 x 7 x 365 basis; measured during each calendar month) except during scheduled Maintenance. SupplyVue shall maintain a secure back-up of all Client Data.

## 3 MAINTENANCE AND SUPPORT

SupplyVue shall be entitled to provide Maintenance either: (i) by providing ten days' written notice to the Client (or such other period as the parties may agree from time to time); or (ii) between 22:00 and 06:00 (Local UK Time) on any day or at any time on a Sunday. SupplyVue shall use its reasonable endeavours to ensure that, during the provision of Maintenance, the Software will be unavailable for no more than 14 days in any calendar year.

Support is provided 09:00 – 17:00 (Local UK Time), Monday to Friday, excluding public holidays in England ("Working Hours"). Outside Working Hours an issue can be raised by any of the following methods: -

- completing and submitting an internet based form via the web
- sending an email

In all cases the issue will be dealt with at the start of the next working ; in which case details of the problem will be logged into the system at 09:00 (Local UK Time) the next UK working day.

## 4 SCOPE OF SUPPORT

SupplyVue's Support desk provides Support. The Support desk retains details of the Software used by the Client, including version numbers, system set-up, configuration details, and Users.

In response to Software incidents reported to the Support desk by certified Users, the Support desk will provide the service levels specified in this SLA provided: (a) the Client has not made changes to the Environment or the configuration of the Software; (b) the Software has not become Unsupported; and (c) the incidents reported are not Out of Scope.

The parties may agree that SupplyVue will provide certain support and maintenance services in respect of Unsupported Software and / or Out of Scope incidents as Professional Services.

## 5 ENVIRONMENT

The Client is responsible for procuring and maintaining the Environment.

The Client is entitled to update the Environment from time to time by notifying SupplyVue, provided that the updated Environment must always comply with the Support desk Support Guidelines in terms of the minimum hardware and software requirements required to access the Software. Any services that SupplyVue provides in order to maintain System Access will be Professional Services.

## 6 SERVICE LEVELS

6.1 The Support desk will assign a reported incident with a unique support number. If the Support desk determines that the reported incident is a fault or error with the Software it will: (a) categorise the incident in accordance with the incident categories detailed below; and (b) deliver Solutions in accordance with the response times detailed below.

6.2 If and when a Solution moves an incident into a lower incident category, the response times of that lower incident category shall apply from the moment that the incident is re-categorised.

6.3 Incident categories and responses:

| Incident Category | Response |
|---|---|
| **Priority - Urgent (Mission Critical)** | |
| The system is not operational | Support desk will start work immediately. Support desk will use reasonable efforts to provide a solution within 8 working hours of incident occurring |
| **Priority - High (Business Critical)** | |
| Material functionality is not available that is critical to the Client's business and there is no temporary / short term workaround. | Support desk will provide a manual initial response within one working hour of issue being raised acknowledging receipt of the issue. Support desk will start work within 1 working hour of ticket being raised. Support desk will use reasonable efforts to provide a solution within 16 working hours of starting work. (Clock stops running when waiting for Client to respond.) |

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|---|---|
| **Priority – Normal** | |
| A business critical issue for which there is a workaround.<br>Or:<br>Non-material or non-critical functionality is not available and there is no temporary / short term workaround. | Support desk will provide a manual initial response within one working hour of issue being raised acknowledging receipt of the issue. Support desk will start work within 2 working hours of ticket being raised. Support desk will use reasonable efforts to provide a solution within 40 hours of starting work. (Clock stops running when waiting for Client to respond.) |
| **Priority - Low** | |
| Non-material or non-critical functionality is not available and there is a temporary / short term workaround. | Support desk will provide a manual initial response within one working hour of issue being raised acknowledging receipt of the issue. Support desk will start work within 4 working hours of ticket being raised. Support desk will use reasonable efforts to provide a solution within 80 hours of starting work. (Clock stops running when waiting for Client to respond.) |