

MSA: Schedule 1 – SLA

AVAILABILITY

1.1 The Supplier shall use its reasonable endeavours to make the Hosted Services available on a 99.5% basis, measured each calendar month. The target uptime set out in this paragraph shall be met if there are no Priority 0 or 1 incidents outstanding. The target uptime excludes downtime during maintenance (as set out in paragraphs 1.2 – 1.3 below), or any agreed installation period for New Products.

MAINTENANCE

1.2 The Supplier shall from time to time provide and install: (a) minor improvements, updates, enhancements, error corrections, upgrade scripts, and changes to the Supplier Software (each containing updates to the help files and documentation) ("**Maintenance Releases**"); and (b) new releases, new versions, updates, and modifications to the Supplier Software that do not constitute New Products (as generally available in accordance with the Supplier's timetable for releasing new versions as amended from time to time and available on request including updates to the help files and documentation) ("**New Version**").

1.3 Nothing in this Contract shall entitle the Client to any new version of the Products which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product ("**New Product**").

SUPPORT

1.4 In response to errors in the Hosted Services and/or the Supplier Software reported to the Supplier's helpdesk in accordance with paragraphs 1.9 - 1.10 (below), the Supplier will provide the service levels specified at paragraphs 1.12 - 1.15 (below) provided the errors reported are not Out of Scope.

1.5 "**Out of Scope**" means errors that fall outside the scope of the Supplier's responsibilities under this Contract and/or result directly or indirectly from the Client's: (a) misuse or improper use of the Hosted Services and/or the Supplier Software; and/or (b) combination, merger, or use of the Hosted Services and/or the Supplier Software with any hardware or software outside the Client Infrastructure and/or Connectivity Infrastructure.

1.6 The parties may agree that the Supplier will provide certain support and maintenance services in respect of Out of Scope errors as Services under an SOW.

ENVIRONMENT

1.7 The Client is responsible for procuring and maintaining the Client Infrastructure and Connectivity Infrastructure.

1.8 Maintenance Releases and New Versions may require enhancements to the Client Infrastructure and Connectivity Infrastructure. The Supplier will advise the Client if such enhancements are required. The Client is responsible for procuring and implementing such enhancements. The parties may agree that the Supplier will provide assistance with implementation as Services under an SOW.

CONTACTING THE COMPANY

1.9 The Supplier's support operates during the "**Support Hours**": from 09:00 – 17:30, Monday – Friday, excluding public holidays in England).

1.10 The Client may only contact the Supplier in respect of support queries as follows: (a) email: [Support@Clearcourse-membership.com]; (b) telephone: [01787 319 393]; (c) online at <https://clearcourse-membership.atlassian.net/servicedesk/customer/portal/1> or (d) where available, support requests can be submitted using a custom form within the Supplier app.

1.11 References to hours in this Service Level Agreement do not include hours outside the Support Hours.

SERVICE LEVELS

1.12 The Supplier will assign a reported incident with a unique support number. If the Supplier determines that the reported incident is a fault or error with the Hosted Services and/or the Supplier Software and is within the scope of paragraph 1.4 (above) it will: (a) categorise the incident in accordance with the incident categories detailed at paragraph 1.15 (below); and (b) deliver Solutions in accordance with the response times detailed below.

1.13 "**Solutions**" are fixes or workarounds that eliminate the incident or move the incident into a lower incident category, which are provided remotely and which may (or may not) include the Supplier providing Maintenance.

1.14 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.

1.15 Incident categories and responses:

Incident Category	Response
Priority 0 (Mission Critical)	
The system is <u>not operational</u> .	Reasonable efforts to start work within 1 hour and to provide a Solution within 8 hours of starting work.
Priority 1 (Business Critical)	
<u>Material functionality</u> is not available that is <u>critical</u> to the Client's business and there is <u>no</u> temporary / short term workaround.	Reasonable efforts to start work within 1½ hours and to provide a Solution within 16 hours of starting work.
Priority 2 (Serious)	
Priority 1 where there <u>is</u> a temporary / short term workaround. OR <u>Important but non-material</u> or <u>non-critical</u> functionality is not available and there is <u>no</u> temporary / short term workaround.	Reasonable efforts to start work within 2 hours and to provide a Solution within 40 hours of starting work.
Priority 3 (Normal)	
<u>Important but non-material</u> or <u>non-critical</u> functionality is not available and there <u>is</u> a temporary / short term workaround.	Reasonable efforts to start work within 4 hours and to provide a Solution within 80 hours of starting work.
Priority 4 (Minor)	
Any incident that is not Priority 0, Priority 1, Priority 2, or Priority 3.	Reasonable efforts to start work within 4 hours and to provide a Solution within 160 hours of starting work.