

SERVICE LEVEL AGREEMENT

Synergist software as a service using the Synergist Cloud Services

1. Purpose

This SLA sets out the target levels of service that Synergist Express Limited (**Synergist, we**) aim to provide to you, the Customer, in terms of the availability and support of the Services.

It also explains what Service Credits will be available to you, should we fail to meet these levels.

This SLA aims to facilitate us working together effectively. As an Enterprise customer, this SLA forms part of your Subscription Agreement.

2. Definitions

In this SLA, the following definitions shall apply. All other capitalised terms used but not defined herein have the meaning given to them in the Subscription Agreement.

Customer Cause: any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Services by the Customer;
- (b) any use of the Services by the Customer in a manner inconsistent with the then-current Documentation and/or the Subscription Agreement;
- (c) the use by the Customer of any hardware or software that does not meet the current supported infrastructure specifications which are available at <https://www.synergist.co.uk/support/technical-specification> or a failure by the Customer to implement and/or maintain its Customer Comms Links and/or the Customer Environment; or
- (d) the use of a non-current version or release of the Software.

Service Availability: has the meaning given to it in paragraph 5.

Service Credits: the service credits set out in paragraphs 5 and 6.

Service Levels: the service level responses and response times set out in paragraphs 5 and 6.

SLA: this service level agreement.

Subscription Agreement: the agreement to which this SLA relates, entered into between Synergist and the Customer.

Support Request: request made by the Customer for support in relation to the Software.

3. Scope

Parties: this SLA is between Synergist and the Customer.

Dates and reviews

This SLA will remain in force for the Term. Synergist may amend this SLA in accordance with the terms of the Subscription Agreement.

Services covered

This SLA applies only to the Services. Synergist will use reasonable endeavours to ensure that, subject to the exclusions set out below, it will achieve the target Service Levels set out in this SLA.

Exclusions

Synergist aims to address all availability issues in a timely manner. However, the Service Levels set out in this SLA shall not apply and Service Credits shall not be payable in respect of:

- any equipment, software or services that do not form part of the Services;
- software, equipment or services not purchased from and/or managed by Synergist; and
- unavailability of the Services due to a Customer Cause, a Force Majeure Event, anything outside of Synergist's control (which, for the avoidance of doubt, shall include any failure of the Hosting and Data Storage Provider) or maintenance in accordance with Condition 4.2 (whether planned or emergency),

together the **Exclusions**.

Services Credits will not be payable if the Customer is in breach of any term of the Subscription Agreement.

The Parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

The provision of a Service Credit shall be an exclusive remedy for a particular Service Availability failure.

For the avoidance of doubt, the Parties agree that the Customer shall not be entitled to

recover under both paragraph 5 and paragraph 6 in relation to or in connection with the same incident, event or circumstance.

4. Responsibilities

Synergist responsibilities

During the Term, Synergist will provide Support in accordance with the terms of the Subscription Agreement and the Service Levels set out in this SLA.

Synergist will:

- aim to ensure that the Services are available in accordance with the target Service Levels set out in this SLA;
- respond to Support requests within the target timescales set out in the Service Levels;
- aim to escalate and resolve issues in an appropriate, timely manner;
- maintain open communication with the Customer whilst an issue is on-going.

Customer responsibilities

The Customer will utilise the Services in accordance with the terms of the Subscription Agreement.

Additionally, the Customer will:

- notify Synergist of issues or problems in a timely manner;
- provide Synergist with access to its premises, equipment and software for the purposes of maintenance, updates and fault prevention.
- maintain open communication with Synergist whilst an issue is on-going.

5. Availability

Uptime

Synergist will use reasonable endeavours to ensure that, subject to the proper operation of the Customer Comms Links and the Customer's Environment, the Services are available not less than 99.5% of the time in any given month, save where an Exclusion applies (**Service Availability**).

Service Credits

If Synergist fails to achieve the Service Availability target, the Customer shall become entitled to claim a Service Credit. It is the Customer's responsibility to submit a written claim for a Service Credit. Subject to the Exclusions and provided that the Customer promptly notified Synergist of the unavailability of the Services, the Customer is entitled to submit a claim, along with evidence that such Service Credit is properly due.

Service Credits shall, subject to the terms of this SLA, be available to the Customer in respect of a given month during the Term where the availability of the Services falls below the Service Availability threshold.

Over each calendar month, possible uptime is calculated based on the number of minutes in the given month (for instance, a 31 day month contains 44,640 minutes). If uptime drops below the Service Availability threshold the Customer may submit a Service Credit claim.

The Customer will be entitled to claim an amount equal to 5% of the Charges due in the month in which the Service Credit is being claimed for, for each whole hour that the Services fall below the Service Availability target.

Service Credits shall be shown as a deduction from the Charges due in the next invoice. Should there be no such invoice due, Synergist shall raise a credit in respect of the same.

Important notes:

- The amount of Service Credits payable in any month (under paragraphs 5 and 6) in aggregate shall not exceed 50% of the total monthly Charges payable in respect of the month in which they were incurred. Services Credits shall amount to no less than £1 (one pound sterling).
- Any period of downtime shall exclude periods of planned maintenance and any period of downtime which is excluded (as an Exclusion) in this SLA. Synergist will try and accommodate all reasonable requests to reschedule planned maintenance, if required by the Customer.

6. Target response times

Synergist will use reasonable endeavours to respond to all Support Requests during Business Hours in accordance with the table below.

	Issue severity			
	Fatal	Severe	Medium	Minor
Response time	60 minutes	75 minutes	90 minutes	120 minutes

The response time measures how long it takes Synergist to respond to a Support Request raised via Synergist's available support channels. Response times are measured from the moment Synergist receives a Support Request from the Customer using one of its available support channels. The applicable target response times depend on the issue severity.

Synergist is deemed to have responded when it has replied to the Customer's initial Support Request. This may be in the form of an email or telephone call, and Synergist may either provide a solution, work-around or request further information.

Severity levels

The severity levels shown in the table above are defined as follows:

Fatal: Complete degradation. **All users and critical functions affected.** Services are completely unavailable.

Severe: Significant degradation. **Large number of users or critical functions affected.**

Medium: Limited degradation. **Limited number of users or functions affected.** Business processes can continue.

Minor: Small degradation. **Few users or one user affected.** Business processes can continue.

Service Credits

If Synergist fails to respond within the target response times set out in the table above, the Customer shall become entitled to claim a Service Credit. It is the Customer's responsibility to submit a written claim for a Service Credit. The Customer is entitled to submit a claim, along with evidence that such Service Credit is properly due.

Service Credits shall, subject to the terms of this SLA, be available to the Customer in respect of any occasion after the first occasion during a given month during the Term where Synergist fails to respond within the target response times set out in the table above.

The Customer will be entitled to claim an amount equal to 5% of the Charges due in the month in which the Service Credit is being claimed for, for each whole hour in excess of the target response time during which Synergist failed to respond.

Service Credits shall be shown as a deduction from the Charges due in the next invoice. Should there be no such invoice due, Synergist shall raise a credit in respect of the same.

Important notes:

- The amount of Service Credits payable in any month (under paragraph 5 and 6) in aggregate shall not exceed 50% of the total monthly Charges payable in respect of the month in which they were incurred. Services Credits shall amount to no less than £1 (one pound sterling).
- Target response times are applicable during Business Hours only. Service Credits will not be paid in respect of any response not made within the target response time outside of Business Hours.

7. Resolution times

Synergist will always endeavour to resolve problems as swiftly as possible. However, Synergist is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal service issue in minutes, simply by restarting a service. But if there is a disk error or other hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, Synergist will use all reasonable endeavours to resolve problems as quickly as possible. It will also provide frequent progress reports to the Customer.

8. Right to terminate

Synergist recognises that it is important to the Customer that the Services are provided in accordance with the levels of performance set out in this SLA.

As such, if Synergist fails to meet its Service Level targets more than five times (in respect of which a Service Credit is payable) in any single calendar month, the Customer shall have the right to immediately terminate the Subscription Agreement by giving written notice to Synergist.