

SCHEDULE 1 – SERVICE LEVEL AGREEMENT (SLA)**1 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 2.1 – 2.3 below), or any agreed installation period for New Products.

2 MAINTENANCE

- 2.1 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**").
- 2.2 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**").

3 SUPPORT

- 3.1 The Client may access resources, tips and guidance regarding the configuration and use of the Hosted Services and/or Supplier Software at support.revenue-retriever.com.
- 3.2 In response to errors in the Hosted Services and/or the Supplier Software reported to the Supplier's helpdesk in accordance with paragraphs 5.1 – 5.2 (below), the Supplier will provide the service levels specified at paragraphs 6.1 – 6.4 (below) provided the errors reported are not Out of Scope.
- 3.3 "**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. Errors resulting from Client Infrastructure failure that impact the Hosted Services provision are also Out of Scope.
- 3.4 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.

4 ENVIRONMENT

- 4.1 The Client is responsible for procuring and maintaining the Client Infrastructure and Connectivity Infrastructure. Any period during which a Client Infrastructure failure impacts the Hosted Services will not count as failure against the target uptime set out at paragraph 1.1.
- 4.2 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.

5 CONTACTING THE COMPANY

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

- 5.2 The Client may only contact the Supplier in respect of support queries by submitting a request for support online via support.revenue-retriever.com.

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

6 SERVICE LEVELS

- 6.1 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 3.2 (above) it will: (a) categorise the incident in accordance with the incident categories detailed at paragraph 6.4 (below); and (b) deliver Solutions in accordance with the response times detailed below.
- 6.2 "**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.
- 6.3 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.
- 6.4 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</u> but <u>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</u> but <u>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.

SCHEDULE 2 – DATA PROCESSING SCHEDULE

1 DEFINED TERMS

1.1 For the purposes of this Schedule 2:

- (i) **"Adequacy Regulation", "Data Controller", "Data Subject", "Personal Data", "Data Processor", and "Process"** shall have the meaning specified in the Data Protection Legislation; and
- (ii) **"Data Protection Legislation"** means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it.

2 DATA PROCESSING TERMS

- 2.1 In relation to the Processing of any User Data which constitutes Personal Data, the parties agree that the Client and/or its user(s) (including the Client Entities) is/are the Data Controller and the Supplier is the Data Processor.
- 2.2 This Schedule 2 sets out the subject matter, duration, nature and purpose of the processing by the Supplier, as well as the types and categories of Personal Data and the obligations and rights of the Client.
- 2.3 The Supplier shall in respect of such Personal Data:
 - (i) process that Personal Data during the term of this Contract only on the documented written instructions of the Client (which include this Contract) unless the Supplier is required by Laws to otherwise process that Personal Data. Where the Supplier is relying on Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Laws unless those Laws prohibit the Supplier from notifying the Client;
 - (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (iv) not transfer any Personal Data outside of the UK and/or European Economic Area unless (i) there is an Adequacy Regulation in relation to the relevant country or organisation or (ii) the prior written consent of the Client has been obtained and there are appropriate safeguards in relation to the transfer;
 - (v) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach, notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Client without undue delay on becoming aware of a Personal Data breach;
 - (vii) ensure that provisions which are equivalent to those set out in this paragraph 2.3 are imposed upon any sub processor engaged by the Supplier (acknowledging that the Supplier shall remain primarily liable to the Client for the sub-processor's compliance with such provisions);
 - (viii) inform the Client of any intended additions to or replacements of the Supplier's sub-processors;
 - (ix) subject to Clause 8.2(d) of the Contract, at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Laws to store the Personal Data; and
 - (x) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 2 and allow for audits by the Client on

reasonable notice and (but without thereby assuming the primary liability of the Client to only issue lawful instructions) immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

- 2.4 Client consents to the Supplier appointing the third parties set out in the Annex to this Data Processing Schedule as third-party sub processors of Personal Data under this Contract.

3 DATA

- 3.1 Subject matter and duration of the processing of Personal Data:
 - (i) The subject matter and duration of the processing of Personal Data is set out in this Schedule and is further detailed in the Supplier's privacy policy.
- 3.2 The nature and purpose of the processing of Personal Data:
 - (i) Such processing, in accordance with the Client's instructions, as is necessary to provide the services pursuant to the Contract, which may include: the collection of data; recording of data; organisation of data; storage of data; alteration of data; retrieval of data; consultation with regard to data; use of data; disclosure of data to permitted third parties; combining data; and/or erasure of data.
- 3.3 The types of Client Personal Data to be Processed:
 - (i) The Client may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Client in its sole discretion, which may include, but is not limited to Personal Data relating to the following: name; personal contact details; professional contact details; IP addresses; cookie data; login credentials; and traffic data including web logs.
- 3.4 The categories of Data Subject to whom the Client Personal Data relates:
 - (i) The Client may submit Personal Data to the Supplier, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: the Client's customers, employees, business partners and suppliers.
- 3.5 The obligations and rights of the Client:
 - (i) The obligations and rights of the Client are set out in this Schedule and is further detailed in the Supplier's privacy policy.

4 CLIENT RESPONSIBILITIES

- 4.1 The Client agrees that, in its role as Data Controller, it:
 - (i) shall ensure that only lawful instructions are issued to the Supplier in respect of the Processing of the Personal Data;
 - (ii) shall obtain and maintain throughout the term of the Contract all necessary permissions, consents and authorisations to enable the Supplier to process the Personal Data in accordance with the provisions of the Contract;
 - (iii) has reviewed and approved the Supplier's technical and organisational measures as being suitable for the Client's purposes before entering into the Contract;
 - (iv) has granted to the Supplier general authorisation to sub-contract its Processing of Personal Data to third parties on the terms set out in paragraph 2.3(vii);
 - (v) may be considered to have no objections if it has not advised otherwise in writing within ten (10) days of notification under paragraph 2.3(viii); and
 - (vi) shall promptly issue its instructions in writing to the Supplier, regarding return or deletion of the Personal Data, upon termination or expiry of the Contract (acknowledging the provisions of Clause 8.2(d) of the Contract).

ANNEX TO THE DATA PROCESSING SCHEDULE

Client consents to the Supplier appointing the following third parties as third-party sub processors in relation to all Personal Data processed by the Supplier under this Contract:

- Key Network Services Ltd, a company registered in England and Wales with registered number 05724713;
- Amazon Web Services (<http://aws.amazon.com>); and
- Zendesk (<https://www.zendesk.co.uk/>).