

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

All terms defined in this SLA shall have the meaning set out in the Terms and Conditions, unless defined otherwise below.

“Availability”	means the Service receives a valid http response when accessed via the internet;
“Bug”	means an unwanted or unintended property of the Services that can be reproduced and causes the Services to malfunction but does not affect the availability of the Services;
“Emergency Maintenance”	means maintenance, upgrades, Updates, repairs to hardware and software related to resolving immediate problems causing instability in the Services;
“Incident”	means a malfunction of the Services which can be reproduced, is not a Bug and whose root cause is found in the hosting service, network, hardware or third party software components;
“Planned Maintenance”	means maintenance, upgrades, Updates, installation of new versions and repairs which are non-critical and not urgent, to hardware and software;
“Release”	means a modification in the functionality of the Services which results in a change in the version number set out in the SLA;
“Updates”	means any new or updated applications services or tools (including any software programmes) made available by Us as part of the Services during the Term.

2. HOSTING SERVICES

Hosting services shall include hosting of the Services together with related components and Your Data as set out below.

2.1 Solution Availability

We will take all appropriate measures in terms of redundancy, monitoring and platform management to make the Services available via the Internet 99.9% during Business Hours measured annually from the go live date. The events set out in clause 7 of this SLA and Planned Maintenance shall be excluded from the calculation of availability of the Services.

3. SUPPORT SERVICES

Support services shall include maintenance of the Services and platform including maintenance and enhancements and a customer support service for the Services and platform as set out below.

3.1 Scope of Support Services

Maintenance and support services shall not be provided for issues arising from (i) modifications, alteration or configuration of any of the Services by You or a third party that have not been authorised in writing by Us and/or (ii) technology or IPR that has not been provided by Us pursuant to the Agreement.

You may nominate one employee as the “Administrator” for the system who will contact Our support in the event of support being required.

3.2 Problem Notification

We provide support services from a EU support centre which is available to named support users. Support services are provided in English.

Problems may be reported to the support centre by email at support@essentialskillz.com or by telephone at +44 1908 904400.

3.3 Support Hours

We provide support for the Services during Business Hours on UK Business Days in English.

4. PROBLEM RESOLUTION

Problems with the Services will be dealt with in accordance with their level of severity. The time frame in which problems will be resolved will depend upon whether they are classified as a Bug or Incident as set out below.

4.1 Problem Severity Classification

Severity	Description
Severe	Major problems occur which cause the Services to freeze or crash.
High	Database issues, Services incompatibilities, or major Services related issues resulting in significantly reduced Services functionality.
Medium	Issues found in the Services during use of the administration functions.
Low	Issues found during use of the Services by users.

4.2 Response Times

Severity	Response Time during Business Hours	Response Time out of hours
Severe	4 hours	1 pm on next Business Day
High	24 hours	10 am on second Business Day
Medium	7 days	7 days
Low	As soon as reasonably practicable	As soon as reasonably practicable

5. MAINTENANCE SERVICES

5.1 Releases

Releases will contain new or amended features. There may be some need for configuration and additional user training in order to obtain the maximum benefit of the new features. Releases do not significantly impact Your existing technical setup or training materials. Releases are numbered as follows: 3.1, 3.2, 3.3, etc.

5.2 Patches

The Services will be patched regularly for performance and security. Patches are regression tested with the Services to ensure continued compatibility.

5.3 Planned Maintenance

We usually carry out Planned Maintenance outside of Business Hours. If Planned Maintenance is to be performed during Business Hours We shall give You at least 48 hours prior notice.

5.4 Emergency Maintenance

We shall where possible, provide the You with prior notice of Emergency Maintenance. However, work may commence at any time and shall continue until completed. We shall attempt, but cannot guarantee scheduling Emergency Maintenance during non Business Hours.

5.5 Maintenance Notification

Nature	Notification if occurring during Business Hours
Planned Maintenance	48 hours
Emergency Maintenance	Advance notification where possible

6. YOUR OBLIGATIONS

You the following obligations under this SLA:

- to provide access to a computer system capable of running the TCP/IP network protocol and an Internet web browser and uses a web browser that supports JavaScript;
- to provide all suitable hardware and software and telecommunications equipment required for accessing the Services;
- responsibility for the network connection between Our third party hosting centres and Your premises (backend) connection to a telecommunications network;
- to inform Us without delay of any problems with the Services;
- to purchase upgrades for its own software, if necessary, for the error free operation of its own software with the Services;
- to check its systems for the most commonly known worms and viruses;
- to have a current virus scanner installed for each of Your system accessing the Services.

7. LIMITATION OF LIABILITY

We shall not be liable for, and shall have no obligation to fix, any errors, Incidents, problems or Bugs or any lack of availability of the Services caused by the following:

- any breach of Your obligations set out in clause 6 above;
- use of services, hardware, or software not provided by Us, including, but not limited to, issues resulting from inadequate bandwidth, unavailability of telecommunications, faults or omission of ISPs, lack of connectivity or other issues related to third-party software or services;
- use of the Services on a system not supported by Us or specifically agreed in writing in this Agreement;
- interconnection of the Services with other software products not supplied by Us except as expressly agreed in writing in the Agreement;
- any DNS issues not within Our direct control of i.e. a fault on Your network or own equipment configuration;
- problems or errors that occur while We are waiting for You to provide information to enable it to rectify a fault or restore the Services;
- use of the Services after We advise You to modify its use of the Services, if You did not modify its use as advised;
- Your unauthorized action or lack of action when required, or from its employees, agents, contractors, or vendors, or anyone gaining access to Our network by means of Your passwords or equipment, or otherwise resulting from Your failure to follow appropriate security practices;
- Your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or its use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported) or inconsistent with Our User Guidelines;
- faults caused by Your management or connection to the Services;
- faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- use of features of the Services that are outside of Our support hours;
- You failing to take part in training offered by Us, necessary for use of the Services;
- any Services not paid for at the time of any Incident;
- Force Majeure.