

## **Schedule 3 - Support SLA**

### **1. Support Channels and Hours**

- 1.1 The Provider shall make available to the Customer a helpdesk for requesting and receiving Support Services.
- 1.2 The Customer may use the helpdesk for requesting Support Services and must not use the helpdesk for any other purpose, including training, consulting, or general inquiries.
- 1.3 The helpdesk is accessible:
  - (a) by email at [support@wecouldeven.com](mailto:support@wecouldeven.com); and
  - (b) through the web-based ticketing system at <https://tools.wecouldeven.com/support>.
- 1.4 Support Hours
  - (a) The helpdesk is available for submitting support requests 24 hours per day, 7 days per week.
  - (b) The Provider shall respond to and work on support requests during Business Hours, being 09:00 to 17:00 UK time, Monday to Friday, excluding UK public holidays.
  - (c) For critical issues, the Provider shall use reasonable endeavours to provide emergency support outside Business Hours, but response and resolution times shall be calculated based on Business Hours only.
- 1.5 The Customer shall submit all support requests through the approved channels specified in Section 1.3.

### **2. Severity Levels and Service Commitments**

#### **2.1 Severity Levels**

Issues raised through the Support Services shall be categorized as follows:

- (a) Critical: The Hosted Services are completely unavailable to the Customer, or a core function is completely unavailable with no

workaround, such that the Customer cannot use the Hosted Services for their primary intended purpose;

- (b) Serious: A core function of the Hosted Services is significantly impaired such that the Customer's use is materially degraded, but a workaround may be available or the Customer can continue to use other core functions;
- (c) Moderate: A core function is impaired but does not materially affect overall use; or a non-core function is significantly impaired;
- (d) Minor: An impairment that does not materially affect use; cosmetic issues; feature requests; or questions about functionality.

## 2.2 Severity Determination

- (a) The Provider shall determine, acting reasonably, into which severity category an issue falls, taking into account the extent of impairment, number of users affected, availability of workarounds, and criticality of affected functions.
- (b) If the Customer disputes the severity determination, the Customer may request a review and an explanation of the reason for the determination.
- (c) The Provider may change the severity level if circumstances change, including if a workaround is provided or the issue is less severe than initially assessed. Response and resolution commitments shall adjust accordingly from the time of the change.

## 2.3 Response Time Commitments

The Provider shall respond to support requests within the following timeframes:

- (a) Critical: 1 Business Hour;
- (b) Serious: 4 Business Hours;
- (c) Moderate: 1 Business Day; and
- (d) Minor: 5 Business Days.

## 2.4 Response Content

The Provider's initial response shall include:

- (a) acknowledgement of receipt with a unique ticket reference number;
- (b) confirmation of the assigned severity level;
- (c) where reasonably practicable based on initial assessment:
  - (i) preliminary diagnosis;
  - (ii) anticipated timeframe for resolution or next update; and
  - (iii) any immediate steps the Customer can take; and
- (d) contact information for the assigned support representative (for critical and serious issues).

## 2.5 Resolution Time Targets

The Provider shall use reasonable endeavours to resolve issues, or provide a Workaround, within the following timeframes:

- (a) Critical: 4 Business Hours for initial Workaround; full Resolution within 5 Business Days;
- (b) Serious: 1 Business Day for initial Workaround; full Resolution within 5 Business Days;
- (c) Moderate: 5 Business Days; and
- (d) Minor: 10 Business Days.

## 3. Delivery Method

- 3.1 The Support Services shall be provided remotely unless the parties agree otherwise in writing.
- 3.2 If on-site support is requested and agreed, such services shall be subject to additional fees and terms to be agreed between the parties, including reimbursement of reasonable travel expenses.

## 4. Exclusions from Support Services

4.1 The Provider shall have no obligation to provide Support Services:

- (a) to the extent the requested Support Services amount to general training (which may be available separately for additional fees);
- (b) for issues addressed in the Documentation, unless the Customer has attempted to follow the Documentation and the issue persists;
- (c) for duplicate requests submitted through multiple channels;
- (d) for issues caused by:
  - (i) Customer's breach of the Terms and Conditions;
  - (ii) modifications not performed or authorized by the Provider;
  - (iii) use with unsupported browsers, systems, or configurations;
  - (iv) Third Party Services or integrations (except Provider integration defects);
  - (v) force majeure events; or
  - (vi) actions or omissions of the Customer or third parties;
- (e) for beta, trial, or pre-release versions of the Hosted Services;
- (f) for custom development, consulting, or implementation services;
- (g) for requests from persons who are not Authorised Users; or
- (h) during any period when the Customer's account is suspended.

## 5. Communication and Updates

- 5.1 For critical issues, the Provider shall provide status updates at least every 4 Business Hours until resolved.
- 5.2 For serious issues, the Provider shall provide status updates at least daily until resolved.
- 5.3 For moderate and minor issues, the Provider shall provide updates upon request or if expected resolution time changes significantly.
- 5.4 The Provider shall notify the Customer when any issue is resolved and provide a summary of resolution steps.

## **6. SLA Measurement**

- 6.1 Response times are measured from when the Customer submits a request through an approved channel until the Provider sends its initial response.
- 6.2 Resolution times are measured from request submission until the Provider notifies the Customer that the issue is resolved or a workaround is provided.
- 6.3 SLA times are calculated based on Business Hours only. Time outside Business Hours does not count.
- 6.4 The SLA clock pauses during:
  - (a) Time waiting for information or action from the Customer, provided:
    - (i) the requested information is reasonably necessary to diagnose or resolve the issue;
    - (ii) the Provider clearly specifies what is needed and why;
    - (iii) for Critical issues, the Provider has provided initial troubleshooting before pausing the clock.
  - (b) Time when the issue falls under Section 4 (exclusions);
  - (c) Scheduled maintenance windows; or
  - (d) Force majeure events.

- 6.5 Upon request, the Provider shall provide quarterly reports showing SLA performance.

## **7. Reasonable Use**

- 7.1 Support Services are provided on a reasonable use basis. If the Provider reasonably determines that the Customer's use is excessive or abusive, the Provider may discuss ways to reduce the support burden or propose additional services for additional fees.
- 7.2 Before determining use is excessive, the Provider shall discuss concerns with the Customer and work collaboratively to address underlying needs.

## **8. Service Level Remedies**

8.1 If the Provider fails to meet the Response Time Commitments in Section 2.3, the Customer shall receive the following service credits:

- (a) Critical: 5% of monthly Charges per occurrence
- (b) Serious: 2% of monthly Charges per occurrence
- (c) Moderate: No service credit
- (d) Minor: No service credit

8.2 Claiming Service Credits

- (a) Customer must claim within 30 days of the missed SLA
- (b) Claim must include ticket number and submission time
- (c) Credits applied to next invoice or refunded if terminating
- (d) Maximum 25% of monthly Charges per month across all credits

8.3 Service credits do not apply where:

- (a) The SLA clock is paused per Section 6.4
- (b) The issue falls under exclusions in Section 4
- (c) Delay was caused by the Customer's failure to respond or provide requested information

8.4 If the Provider fails to meet Critical or Serious response SLAs more than 5 times in any 3-month period, the Customer may terminate without penalty under Clause 25.6.

8.5 Service credits and termination rights under Section 8.4 are the Customer's sole contractual remedies for missed support SLAs, subject to Clause 23.1 (fraud, death, personal injury) and statutory rights.