

GENEO SOFTWARE LIMITED

SERVICE LEVEL AGREEMENT: GENEО CLOUD HOSTED

1. MAINTENANCE SERVICES

- 1.1 The Supplier shall monitor and maintain the GENEО Software for the duration of the Licence Term with the intention of maintaining its performance materially in line with the GENEО Software Specifications set out in the Key Information Sheet. The Supplier makes no warranty that the Customer's access to the GENEО Software or the Hosting Services will be continuous or error free.
- 1.2 During scheduled Maintenance Events or Emergency Maintenance, the Supplier may, at its sole discretion, upgrade the GENEО Software (including adding functionality), install error corrections and/or apply security or other patches to the GENEО Software or to the hosted systems.
- 1.3 The Supplier's obligation to maintain the GENEО Software shall be limited to maintaining the latest technical release of the GENEО Standard Software Package. Any additional functionality within the GENEО Software detailed in the Key Information Sheet shall be maintained by the Supplier at the request of the Customer and on the terms set out in the Key Information Sheet.
- 1.4 In addition to maintaining the GENEО Software, the Supplier shall carry out a monthly review of the software utilised within the infrastructure stack within which the GENEО Software is hosted. If such a monthly review identifies that an updated version of any utilised software is available and is compatible with the GENEО Software and the other software utilised within the infrastructure stack, the Supplier shall take such steps as are necessary to procure that the new version is installed within the infrastructure stack as soon as practicable as a scheduled Maintenance Event.
- 1.5 If and to the extent that the Customer notifies the Supplier that the GENEО Software is required to connect to or integrate with the Customer's other software and databases, the Customer shall provide to the Supplier, or shall procure that the relevant software providers provide to the Supplier, such data integration tools and other support as is required by the Supplier to facilitate this.

2. TIMING OF MAINTENANCE EVENTS

- 2.1 Maintenance of the hosting equipment, the Supplier's website, the GENEО Software or any other aspects of the Hosting Services that will or are reasonably expected to result in interruption of the Hosting Services (all "Maintenance Events") shall not be performed by the Supplier during Normal Business Hours.

- 2.2 Notwithstanding the generality of paragraph 2.1 of this Service Level Agreement, the Supplier may perform any Maintenance Events during Normal Business Hours if the Supplier reasonably considers such Maintenance Events to be immediately required to address a Denial of Service, Serious Fault or a Security Breach (“Emergency Maintenance”). The Supplier shall use its reasonable endeavours to ensure that any Emergency Maintenance is carried out as quickly as practicable.
- 2.3 The Supplier may interrupt the Hosting Services or the GENE Software at any time outside Normal Business Hours for scheduled Maintenance Events, Emergency Maintenance or other unscheduled Maintenance Events and for testing.
- 2.4 The Supplier shall notify the Customer’s Nominated Contact by email of any scheduled Maintenance Events that are expected to affect the availability of the Hosting Services for more than two hours in any twenty four hour period.

3. CUSTOMER REPORTING OF FAULTS

- 3.1 Should the Customer determine that the GENE Software includes a fault or is unable to access the Hosting Services (other than by reason of the Customer’s access to the internet being disrupted), the Customer may at any time file error reports through the customer service icon provided by the Supplier within the GENE Software.

If the Customer opts to disable the customer service icon or if the customer service icon is inoperative, the Customer may alternatively notify the Supplier of any fault by email to support@geneo.co.uk. Any faults reported by email will be dealt with promptly by the Supplier but the target Supplier initial response times set out in clause 3.2 shall not apply.

Where a fault is a Denial of Service, Serious Fault or Security Breach, the Customer shall also notify the Supplier of the fault by phone on the Supplier’s Customer Service Helpline +44 (0)1926 423 132.

- 3.2 The Supplier shall use its reasonable endeavours to acknowledge and take steps to resolve any reported faults within the following target time scales:

Fault Level	Description	Customer Reporting	Supplier initial response time	Supplier target resolution time
Denial of Service	The Hosting Services are "down" and the GENE Software is completely inaccessible by the Customer during	By phone and via customer service icon	Within two Normal Business Hours of	Four Normal Business Hours after the Supplier’s

	<p>Normal Business Hours.</p> <p>IMPORTANT NOTE: Outside of Normal Business Hours the Hosting Services may be down for Maintenance Events.</p>		Customer Reporting	initial response.
			Regular updates will be provided to the Customer until the fault is resolved. Customer co-operation may be required to resolve the fault.	The Supplier shall use its best endeavours to provide access to a functioning version of the GENE Software within 24 hours of the Customer Reporting the fault. The Customer acknowledges that this may require a temporary change to the Hosted Services.
Serious Fault	<p>Operation of the Hosting Services is severely degraded</p> <p>OR</p> <p>Major components of the GENE Software are not operational and use by the Customer cannot reasonably continue.</p>	By phone and via customer service icon	Within four Normal Business Hours of Customer Reporting	<p>Within 24 hours after the Supplier's initial response.</p> <p>The Supplier shall use its best endeavours to provide access to a functioning version of the GENE</p>

				Software within 24 hours of the Customer Reporting the fault. The Customer acknowledges that this may require a temporary change to the Hosted Services.
Security Breach	<p>The security of any Customer Data has been seriously compromised by a breach of the security protocols within the Hosting Services.</p> <p>IMPORTANT NOTE: If the Supplier considers that the Security Breach is sufficiently serious it may shut down the Hosting Services to prevent further breaches.</p>	By phone and via customer service icon	Within ten Normal Business Hours of Customer Reporting	<p>Within five Business Days after the Supplier's initial response.</p> <p>If the Hosting Services are shut down by the Supplier, daily updates will be provided to the Customer until the breach is resolved.</p> <p>The Supplier shall use its best endeavours to provide access to a functioning version of the GENEО Software within 24 hours of the Customer Reporting the fault. The Customer acknowledges that this may require a temporary change to the Hosted Services</p> <p>If the Hosting Services remain online, weekly updates will be provided to the Customer concerning progress towards resolution.</p>

Minor Faults	<p>Certain non-essential features of the GENEEO Software are impaired but the major components of the GENEEO Software remain functional</p> <p>OR</p> <p>Errors that do not impact on functionality or are cosmetic and have little or no impact on the normal operation of the GENEEO Software or the Hosting Services.</p>	Via customer service icon	Within 16 Normal Business Hours of Customer Reporting.	<p>N/A</p> <p>The Supplier may, at its discretion, address the fault in the next version of the GENEEO Software or by applying an update to the GENEEO Software</p>
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- 3.3 The Customer's sole remedy for a failure by the Supplier to resolve any reported fault within the target response times detailed above shall be the use by the Supplier of reasonable endeavours to remedy the relevant fault as soon as practicable.
- 3.4 Where any reported fault is attributable to a defect in the provision of the Hosting Services, the targets set out in paragraph 3.2 shall not apply and the Supplier's obligations in respect of such a fault shall be governed solely by the Hosting Terms.
- 3.5 Any Customer Data transferred via the customer service icon within the Software or sent via email shall be provided by the Customer at its own risk and shall be subject to any security policy terms applied by the third party provider of such customer service function or email exchange. The Supplier currently uses a Fresh Desk application. For a copy of the Fresh Desk Security Policy see <https://freshdesk.com/security>.
4. Emails to support@geneo.co.uk must be sent via the Customer's own email server and not via employees' personal email servers.

5. CUSTOMER TRAINING AND SUPPORT

- 5.1 The Customer may at any time purchase a Customer Training and Support Package from the Supplier for an additional fee. For details of packages available and the applicable charges, please contact your Supplier Nominated Contact (as shown on the Key Information Sheet).
- 5.2 If the Supplier (acting reasonably) determines that a customer service report or request raised by the Customer pursuant to paragraph 3 of this Service Level Agreement does not arise from a fault in the Software or the Hosting Services but from the Customer's

incorrect or incomplete use of the Software, the Supplier shall treat such report or request as a training and support request.

- 5.3 If the Customer has purchased a Customer Training and Support Package from the Supplier, each training and support request shall be handled by the Supplier in line with the terms of such package. If the Customer has not purchased a Customer Training and Support Package from the Supplier, any training and support requests shall be redirected to the Customer's Nominated Contact (as specified in the Key Information Sheet).

6. **REPORTS**

- 6.1 The Customer may at any time during the term of their licence request audit logs of user creation and permissions editing activity carried on by the Customer's Authorised Users. Requests shall be made by email to support@geneo.co.uk and must be sent via the Customer's own email server and not via employees' personal email servers.
- 6.2 Requested audit logs shall be provided within 5 Business Days of receipt of a request. The Customer shall be entitled to make four requests per licence year within the scope of the agreed fee for Maintenance Services. Any further requests made within a licence year shall be charged at £250 plus VAT per request.

7. **BACK-UP, ARCHIVING AND RECOVERY**

- 7.1 The Supplier shall perform scheduled back-ups of Customer Data stored within the Hosting Services using the Amazon Relational Database Service. Any Customer Data that is backed up shall be maintained for no more than 5 days.
- 7.2 If the Customer requires access to any backed-up Customer Data, the Customer must provide a written instruction to support@geneo.co.uk requesting access to the Customer Data (if any) stored within the Hosting Services as at a specified date and time (the "**Snap Shot Date**"). No Customer Data can be retrieved more than 5 Business Days after the Snap Shot Date, and no request for recovery will be accepted from a Customer more than 4 days after the Snap Shot Date.
- 7.3 Upon receipt of a request for access to any backed-up Customer Data pursuant to paragraph 7.2 and subject to payment of the relevant retrieval fee, the Supplier shall use its reasonable endeavours to provide the Customer's Nominated Contact with access to the relevant Customer Data. The Supplier's target accuracy for any Customer Data recovered is to within one hour of the Snap Shot Date, but the Supplier makes no warranty as regards the accuracy or completeness of any recovered Customer Data.
- 7.4 The Supplier reserves the right to charge a reasonable fee for any restoration of Customer Data from back-up required as the result of any act or omission of the Customer, its officers, employees, contractors or agents or any other Authorised User, save where such act or omission was in accordance with the Supplier's instructions.

7.5 Emails to support@geneo.co.uk must be sent via the Customer's own email server and not via employees' personal email servers.

8. **TRANSFER OF CUSTOMER DATA TO CUSTOMER'S OWN SERVER**

8.1 If the Customer purchases a licence to install the GENEО Software onto its own server infrastructure and ceases to access the GENEО Software from within the Hosted Services, the Supplier shall procure that all Customer Data stored within the Hosted Services is migrated on to the Customer's own server infrastructure prior to the Customer's access to the Hosted Services being terminated.

8.2 The Customer acknowledges that the grant of a licence to install the GENEО Software onto its own server will be on terms to be agreed between the Supplier and the Customer, including agreement of the Supplier's Client Hosted Service Level Agreement. A copy of the Supplier's then current Client Hosted Service Level Agreement is available on request.

9. **POST-TERMINATION ACCESS TO CUSTOMER DATA**

9.1 In order to facilitate a smooth transition of data, for a period of six months following the date of termination of the Customer's licence to use to the GENEО Software (the "**Grace Period**"), the Customer shall be entitled to a royalty free licence to access a restricted version of the GENEО Software (the "**Restricted Version**"). The Restricted Version shall allow the Customer to access read-only versions of its Customer Data stored within the GENEО Software and to export copies the same.

9.2 If, at the expiry of the Grace Period, the Customer requests continued access to the Restricted Version the Supplier reserves the right to charge a reasonable fee in advance for such continued access for such additional period of time as the Customer and the Supplier may agree. If the Customer requires continued access to the Restricted Version following expiry of the Grace Period, it must notify the Supplier in writing not less than thirty (30) days prior to the expiry of the Grace Period. A failure by the Customer to notify the Supplier of the Customer's request to extend the Customer's right to access the Restricted Version beyond the Grace Period and/or a failure to pay any related licence fees may result in the permanent deletion of the Customer Data stored within the Restricted Version at the end of the Grace Period, as described in clause 9.3 below.

9.3 Following expiry of the Customer's licence to access the Restricted Version, whether on the date of expiry of the Grace Period or after such longer period of time as the Customer and the Supplier may agree in accordance with clause 9.2 above, the Supplier shall be entitled to immediately commence deletion from the Hosted Services (including any back-up server) of the Customer Data.

9.4 Notwithstanding the generality of clause 9.3, the Supplier shall permanently delete all Customer Data from the Hosted Services (including any back-up server) within 60 days of expiry of the Customer's licence to access the Restricted Version, whether on the

date of expiry of the Grace Period or after such longer period of time as the Customer and the Supplier may agree in accordance with clause 9.2 above.