

GENEO SOFTWARE LIMITED

SERVICE LEVEL AGREEMENT: GENE0 GENERAL

1. MAINTENANCE SERVICES

- 1.1 The Supplier shall monitor and maintain the Software for the duration of the Licence Term with the intention of maintaining its performance materially in line with the Software Specification. The Supplier makes no warranty that the Customer's access to the Software or the Hosting will be continuous or error free.
- 1.2 During scheduled Maintenance Events or Emergency Maintenance, the Supplier may, at its sole discretion, upgrade the Software (including adding functionality), install error corrections and/or apply security or other patches to the Software or to the hosted systems.
- 1.3 The Supplier's obligation to maintain the Software shall be limited to maintaining the latest technical release of the GENE0 Standard Software Package.

2. TIMING OF MAINTENANCE EVENTS

- 2.1 The Supplier may interrupt the Hosting Services or the Software at any time for scheduled Maintenance Events, Emergency Maintenance or other unscheduled Maintenance Events and for testing.
- 2.2 Maintenance of the hosting equipment, the Supplier's website, the Software or any other aspects of the Hosting Services (all "**Maintenance Events**") may be performed by the Supplier at its sole discretion at any time.
- 2.3 Notwithstanding the generality of paragraph 2.2 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 reported fault or security breach ("**Emergency Maintenance**"). The Supplier shall use its reasonable endeavours to ensure that any Emergency Maintenance is carried out as quickly as practicable.
- 2.4 The Supplier may but shall not be under any obligation to 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 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 within the Software. If the customer service icon is inoperative, faults can be reported by email to support@geneo.co.uk.

- 3.2 The Supplier shall use its reasonable endeavours to acknowledge and take steps to resolve any reported faults within such time period as the Supplier deems appropriate. If the Supplier (acting reasonably) determines that the Customer's report comprises a request for support or demonstrates a need for additional training, and does not arise from a fault in the Software or the Hosting Services, the Supplier shall not be obliged to take any action. The Supplier may at its discretion, redirect the Customer's report to the Customer's Nominated Contact.
- 3.3 The Customer may at any time upgrade to the GENEIO Cloud Service Level Agreement for an additional fee. The Customer may also purchase a Customer Training and Support package from the Supplier for an additional fee. Please contact support@geneo.co.uk if you are interested in purchasing this additional level of support.
- 3.4 Where any reported fault is attributable to a defect in the provision of the Hosting Services, 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 to the Supplier 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>.
- 3.6 For security reasons, emails to support@geneo.co.uk must be sent from the Customer's own email server and not from Authorised User's personal email servers.

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

- 4.1 The Supplier may at its discretion 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.
- 4.2 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.

- 4.3 Upon receipt of a request for access to any backed-up Customer Data pursuant to paragraph 4.2 , the Supplier may agree to provide the Customer's Nominated Contact with access to the recovered Customer Data upon such terms (including payment of a retrieval fee and/or the purchase of a GENEIO Cloud Licence) as the Supplier determines.
- 4.4 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.
- 4.5 The Supplier shall be under no obligation to the Customer in the event of any loss or damage to any Customer Data during the Licence Term.