

Service Level Agreement

Hosted Servers

1.1. Technical Support

Creative Digital Life Limited (“CDLL”) offer a manned technical support service during normal business working hours (09:00 to 17:00 Mon – Thu, 09:00 to 15:00 Fri) excluding for the avoidance of doubt weekends and bank holidays. Customer queries and requests for additions or changes to the services provided are processed by the front desk support personnel or escalated to the relevant expert as required. CDLL will endeavour to ensure that a response to any request will be made within 2 business working hours from the time of receipt of details of the fault by CDLL. Outside normal business working hours, such queries and requests may be submitted by e-mail or by raising a ticket in <https://my.creativedigital.life>, but a response may not be provided until the next working day.

In addition to the support service, the network infrastructure and key services provided shall be continually monitored 24 hours a day. Any failure in the services monitored outside normal business working hours is notified to the out of hours support team, allowing rapid assessment of, and instigation of the resolution to the problem.

1.2. Hosted Services

CDLL guarantee's that it's Hosted Services will be available for at 99.95%. The Services shall be deemed unavailable if services fail to respond to the CDLL monitoring services and are unable to send and receive information for the purpose in which they have been provisioned (excluding periods of planned maintenance).

Subject to the qualifications above, and if the customer adheres to the procedures set out in Section

1.4, CDLL shall give service credits in respect of service interruptions as follows.

- i. a credit of five percent (5%) of the Service Fees for the Affected Components for every two (2) hours (or part thereof) of unplanned unavailability caused by CDLL's Support activities, up to a maximum of a hundred percent (100%) of the Service Fees for such Affected Components.

The Services shall be deemed unavailable if they fail to respond to CDLL's monitoring services and are unable to send and receive information for the purpose in which they have been provisioned.

The customer acknowledges and agrees that CDLL has no effective control over the quality of the service obtainable through such networks and services which comprise the Internet, and that CDLL is not responsible in any way for any other part of such networks and services. CDLL cannot be responsible for problems arising from errors & bugs contained within any third-party software used as part of the solution.

1.3. Fault Resolution

In the event that a defect, fault or impairment in the provision of the services causes an interruption to the provision of the services, and the Customer gives notification to CDLL of such defect, fault or impairment, then CDLL shall use its reasonable endeavours to resolve that defect, fault or impairment as soon as is reasonably practicable.

If CDLL determines in its reasonable opinion that any defect fault or impairment results directly or indirectly from; i the negligence, act, omission or default of the Customer ii the Customer's breach of the Agreement

- iii the operation, failure or malfunction of any network, equipment or software owned or controlled by the Customer
- iv any third-party action in response to an act or omission of the Customer or any person given access to the Service by the Customer

then CDLL may recover in advance from its customer all reasonable costs to be incurred by it or on its' behalf in connection with the remedy of such defect, fault or impairment.

1.4. Service Interruption

In circumstances where CDLL becomes aware of a service interruption it will attempt to notify the Customer on the contact number or e-mail address provided by the Customer. If the Customer becomes aware of a service interruption it must notify CDLL and obtain a fault log number from CDLL. Such notification to be confirmed by e-mail or through <https://my.creativedigital.life> (if a ticket was raised in this manner) within 2 working hours of notification based on working times as stated on 1.1 of this documents. For the purposes of determining the Customer's entitlement to credit allowances, the Customer obtaining a fault log number from CDLL shall constitute the "Service Interruption Notification Point".

For the avoidance of doubt, contact with the Customer advising of scheduled maintenance and other general Customer service calls shall not constitute Service Interruption Notification Points.

