

# Service Level Agreement (Final Version 1.0)

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## 1. DEFINITIONS

The following definitions apply in this service level agreement (**SLA**):

**Commercially Reasonable Efforts**, the same degree of priority and diligence with which ATLAS COPILOT meets the support needs of its other similar customers, but no less than a reasonable and prudent standard.

**Contract**, the actual legal contractual document

**Customer Cause**, any of the following causes:

- (a) any improper use, misuse or unauthorized alteration of the Deliverables by Customer;
- (b) any use of the Deliverables by Customer in a manner inconsistent with any written instructions or specifications provided by ATLAS COPILOT;
- (c) the use by Customer of any hardware or software with the Deliverables that are not provided by ATLAS COPILOT or approved by ATLAS COPILOT for use in connection with the Deliverables;
- (d) any issues with content incorporated into or featured on the Product;
- (e) the use of a non-current version or release of the Deliverables.

**Deliverables**, has the meaning given to it in the Contract.

**Fault**, any failure of the Product or Subscription Services to operate in accordance with the warranties outlined in the Contract, including any failure or error referred to in the Service Level Table.

**Product**, has the meaning given to it in the Contract.

**Help Desk Support**, any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Deliverables.

**Out-of-scope Services**, any services which are outside the scope of the Support and Services, including:

- (a) any services provided by ATLAS COPILOT in connection with any apparent problem regarding the Deliverables reasonably determined by ATLAS COPILOT not to have been caused by a Fault, but rather by a Customer Cause or a cause outside ATLAS COPILOT's control (including any investigational work resulting in such a determination); or
- (b) any Higher-level Support provided in extraordinary circumstances
- (c) any other services in respect of matters which are outside the scope of ATLAS COPILOT's warranty given in the Contract.

**Service Credits**, means a credit equal to the pro-rata price for one (1) day of Subscription.

**Service Level Table**, the table set out in paragraph 4.2.

**Service Levels**, the target response times referred to in the Service Level Table.

**Solution**, either of the following outcomes:

(a) correction of a Fault; or

(b) a workaround in relation to a Fault (including a reversal of any changes to the Deliverables if deemed appropriate by ATLAS COPILOT) that is reasonably to fulfill Customer goals

**Subscription Services**, has the meaning given to it in the Contract.

**Support**, has the meaning given to it in the Contract.

**Support Hours**, means the hours defined in the Contract.

**Support Request**, request made by Customer for Support through ATLAS COPILOT prescribed mechanisms for raising Support tickets.

**Term**, has the meaning given to it in the Contract.

## **2. SUPPORT SERVICES**

**2.1** During the Term, ATLAS COPILOT shall perform the Support during the Support Hours in accordance with the Service Levels. This SLA shall form part of the Customer's main contract for the Deliverables (the **Contract**) and shall be subject to the General Terms (forming part of and defined therein).

**2.2** As part of the Support, ATLAS COPILOT shall:

(a) provide Help Desk Support by means of in-Service functionality and a designated Support process;

(b) commit appropriate resources to the provision of the Support;

(c) use Commercially Reasonable Efforts to correct all Faults notified under paragraph 3.1; and

(d) provide technical support for the Deliverables in accordance with the Service Levels.

**2.3** Any Support requested by Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Support was sought.

**2.4** ATLAS COPILOT may reasonably determine that any services are Out-of-scope Services. If ATLAS COPILOT makes any such determination, it shall promptly notify Customer of that determination. The caveats and exclusions around the warranty set out in the Contract shall generally apply.

**2.5** Customer acknowledges that ATLAS COPILOT is not obliged to provide Out-of-scope Services having adjudged any Support to require Out-Of-Scope Services, and that they are not included within the Subscription Charges.

### **3. FEES**

**3.1** The provision of Support on a remote, off-site basis (such as over the telephone or by e-mail) shall be included in the Subscription Charges. Any on-site support shall constitute Out-of-scope Services.

### **4. SUBMITTING SUPPORT REQUESTS AND ACCESS**

**4.1** Customers may request Support by way of a Support Request. The Support Request should be submitted to ATLAS COPILOT using the procedure as defined and required by ATLAS COPILOT and adjusted from time to time. The Customer will be notified of any changes to the Support Request Procedures. Each Support Request shall include a description of the problem and the start time of the incident. Customer shall provide ATLAS COPILOT with prompt notice of any Faults.

**4.2** All Support shall be provided remotely from ATLAS COPILOT's office and provided in English. Remote access must be provided by Customer to allow ATLAS COPILOT access to Customer Equipment for emergency fixes, if required and requested.

### **5. SERVICE LEVELS**

**5.1** ATLAS COPILOT will use Commercially Reasonable Efforts to make the Deliverables available 24 hours a day, 7 days a week with 99.9% uptime (the **Availability Guarantee**), except for:

**5.1.1** planned maintenance carried out outside of ATLAS COPILOT's Business Hours; and

**5.1.2** unscheduled maintenance, provided that ATLAS COPILOT have used reasonable endeavors to give Customer at least 4 hours' notice in advance; and

**5.1.3** downtime outside ATLAS COPILOT's reasonable control, as further outlined in the Contract.

If it fails to do so, each hour of downtime will be allocated a Service Credit. Downtime will be measured through ATLAS COPILOT's own platform metrics.

**5.2** ATLAS COPILOT will:

**5.2.1** use all reasonable endeavors to respond to requests for Support made through the helpdesk; and

**5.2.2** use all reasonable endeavors to respond to Faults raised by Customer in accordance with the following response time matrix and work to provide a Solution as soon as reasonably possible.