Sirenum Service Level Agreement

Unless otherwise defined in this Service Level Agreement ("SLA"), defined terms shall have the meanings given to them in the Sirenum Terms and Conditions.

1.   AVAILABILITY OF THE SUBSCRIPTION SERVICES

1.1.   Where the Client has a pre-existing Salesforce.org (ie. where the Salesforce.org is not provisioned by Sirenum under the Agreement) then Sirenum makes no availability commitment to the Client since this will be governed by the agreement between the Client and Salesforce in relation to the pre-existing Salesforce.org. Otherwise, Sirenum's Service Availability commitment is based on Salesforce's own Availability Commitments, which can be viewed here: https://trust.salesforce.com/en/#systemStatus. Salesforce uses Tier 3 Data Centres across the world, which provide 99.95% availability.

1.2.   Sirenum shall not be responsible or liable to the Client for downtime caused by Salesforce that is not attributable to the acts or omissions of Sirenum. However, where such downtime affects the availability of the Subscription Services, Sirenum will escalate the issue with Salesforce on behalf of Sirenum clients.

2.   MAINTENANCE SERVICES

2.1.   This Paragraph 2 sets out the service levels applicable to the Maintenance Services.

2.2.   Sirenum shall where practicable give to the Client at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Subscription Services or are likely to have a material negative impact upon the Subscription Services, without prejudice to Sirenum's other notice obligations under this Paragraph 2.

2.3.   Sirenum shall provide all scheduled Maintenance Services outside Business Hours.

2.4.   Sirenum shall give to the Client written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any non-security Update to the Platform.

2.5.   Sirenum shall apply Updates to the Platform as follows:

2.5.1. third party (including Salesforce) security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that Sirenum may acting reasonably decide

not to apply any particular third party security Update; however, Sirenum will not be responsible for applying any Updates in relation to Third Party Provider products

2.5.2. Sirenum's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and

2.5.3. other Updates shall be applied to the Platform in accordance with any timetable notified by Sirenum to the Client or agreed by the parties from time to time.

2.6.   Sirenum shall give to the Client at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform.

2.7.   Sirenum shall apply each Upgrade to the Platform within any period notified by Sirenum to the Client or agreed by the parties in writing.

2.8.   Sirenum shall provide to the Client release notes following each Upgrade and Update.

2.9.   The Client accepts that it is responsible for following any instructions received directly from Salesforce and Third Party Providers regarding installation of updates and/or other service notices from such providers.

2.10.   Notwithstanding the remainder of this paragraph 2, Upgrades and Updates to the Mobile App may be released without notice but Sirenum will use reasonable endeavours to provide an opportunity for the Client to beta test any such Upgrade or Update.

3.   **SUPPORT SERVICES**

3.1.   Sirenum will provide the Client with support during the support hours (being 8 am – 8pm UK time) ("**Support Hours**") in accordance with the support package purchased by the Client as set out on the Order Form.

3.2.   Sirenum shall not be obliged to provide Support Services in respect of any Subscription Services for which the Client is not using the latest release.

3.3.   The table below describes the support included within the Basic Support package and Extended Support package:

Support package	Support included
Basic Support	● Access to Sirenum University for 'How To' questions ● Bug fixing ● Debugging ● Release notes
Enhanced Support	● Report building - providing it takes less than 1 hour to build ● Maintenance of one sandbox ● Creation of Users / permissions / profiles / passwords ● Upgrade management ● Release Notes ● MySirenum - Client support ● Custom settings ● Restarting Scheduled Tasks ● Performance Testing / Health Check

3.4.   If the Client requires tailored support that falls outside of the support package it has purchased, Sirenum will provide this upon the Client's request subject to an additional charge based on a daily rate as set out in the Order Form.

3.5.   Support Requests

- Each request for technical support (a "**Support Request**") shall be submitted to Sirenum's Support Desk (support@sirenum.com) by email only and include a description of the fault ("**Fault**") and the start time of the incident.

- Only those individuals nominated by the Client (up to a maximum of 3 at any one time) to initiate Support Requests ("**Named Support Contacts**") may submit Support Requests to Sirenum's Support Desk. Named Support Contacts must be trained on the Sirenum product(s) for which they initiate Support Requests.

- Each Support Request will be assigned a unique case number.

- Sirenum will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each Support Request. Actual resolution time will depend on the nature of the case and the resolution itself.

- A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue.

- Client shall reasonably self-diagnose each support issue and recommend to Sirenum an appropriate Severity Level designation as set out below. Sirenum shall validate Client's Severity Level designation or notify Client of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Sirenum Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- The Client shall provide Sirenum with such output and other data, documents, information, assistance and remote access to the Client's system as are reasonably necessary to assist Sirenum in reproducing operating conditions similar to those present when the Client detected the relevant Fault and to respond adequately to the relevant Support Request. If the Client is unable to provide such information and/or the Client or Sirenum is unable to replicate the Fault then it will not be able to proceed with resolution attempts.

- The Client acknowledges that in order to properly assess and resolve Support Requests, Sirenum may require direct access via the Client's website to the Client's system, files, equipment and personnel. The Client shall ensure that such access is permanently available to Sirenum, provided that Sirenum complies with the Client's security requirements, policies and procedures relating to Client Users.

- Sirenum will be entitled to close a Support Request if no response is received from the Client by the expiry of the 3 Business Days from Sirenum's latest communication with the Client. If the Fault remains unresolved by such time, then the Client will be entitled to open a new Support Request and any service levels set out in this SLA will only apply to the new Support Request (not any previous requests).

3.6.   **Tiers of Support**

There are three Tiers of support that are provided. These Tiers, which are integrated into the Sirenum support process, are defined as follows:

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Tier I

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- Items that do not require any changes to the Sirenum application configurations or code
- Support provided by the appropriate Client personnel (such as a super-user or an administrator).
- This represents generalist support such as (non-exhaustive) resetting passwords, reports, instructions on how to use the solution

- Items that will require changes to configuration but not changes to customisation
- Tier II support can be handled by an administrator
- This represents support calls such as (non-exhaustive) making changes to application's custom setting, workflows, scheduled tasks etc

Tier III

- Support calls that involve changes to the code (core package or otherwise).
- Such support calls can only be managed by a software developer
- Examples: defect in the product meaning the product is not producing the result that was defined or reasonable

3.7.   Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of users affected
- Workaround
- Acceptable resolution time

It is not necessary (nor is it likely) to have a perfect match of each characteristic to categorise a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Tier I support agent and Client jointly determine the initial severity rating for the report. Tier II and Tier III support personnel may then negotiate with Client to modify this severity after the report is elevated to them.

3.8.   Response times

Response time for each Support Request will vary depending on the severity of the error, as set out below:

	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure				
	The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage				
	The application failure causes the client to be unable to work or perform some critical portion of their job. Specific cases of diminished usage rising to the level of a Severity 1 outage include unavailability of 1) scheduling 2) time interpretation	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform *some small* portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a *minor* portion of their job, but they are still able to complete most other tasks.
Number of Users Affected				

The application failure affects a *large* number of users.	The application failure affects a *large* number of users.	The application failure affects a *small* number of users.	The application failure may only affect one or two users.

Workaround *[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]*

There is no workaround to the problem (i.e., the job cannot be performed in any other way).	There is a workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an workaround to the problem.	There is likely a workaround to the problem.

Response Time *(Response times are quoted within the period from Support Hours 8am to 8pm London, UK time, Monday-Friday)*

Within one hour.	Within four hours.	Within eight hours or by next Business Day	Within eight hours or by next business day

Resolution

Sirenum will work to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes	Sirenum will work to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes	If resolution requires a Sirenum bug fix, Sirenum will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Client will be notified of status changes	If resolution requires a Sirenum bug fix, Sirenum will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Client will be notified of status changes

Client Response Commitment

Client shall remain accessible by phone during Business Hours for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved. Outside of Business Hours Client will use reasonable endeavours to be available whilst a Severity 1 issue remains unresolved. Client will respond to Sirenum requests for additional information and implement recommended solutions in a timely manner	Client shall remain accessible by phone during Business Hours for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved. Outside of Business Hours Client will use reasonable endeavours to be available whilst a Severity 2 issue remains unresolved. Client will respond to Sirenum requests for additional information and implement recommended solutions in a timely manner	Client will respond to Sirenum requests for additional information and implement recommended solutions in a timely manner	Client will respond to Sirenum requests for additional information in a timely manner

Response Time is the period from the time the Support Request was logged in the Support Desk until Sirenum responds to Client and/or escalation within Sirenum, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. If the support issue is a system change request, configuration request or system enhancement (ie anything other than operation of the Subscription Services as set out in the Sirenum University ("out of the box")), this will be considered outside of this SLA and will be a chargeable item, and be handled by our Professional Services Team, who will issue a Statement of Work with an effort estimate and associated cost.

The characteristics above do not cover any period before the Go-Live Date or otherwise where Sirenum is performing any work under any Statement of Work. Severity levels during such periods orders may carry a different set of characteristics and weightings. This Sirenum SLA does not apply to any such period.

For clarity, the above response and resolution times only apply to live production environments, not sandboxes.

4.   EXCLUSIONS AND LIMITATIONS

Sirenum will be not liable under this SLA in respect of any availability commitment or be under any obligation to provide any maintenance or support services caused by or in respect of any of the following:

- the improper use, act or omission of the Subscription Services by the Client or any User; or
- any alteration to the Subscription Services made without the prior consent of Sirenum
- a Force Majeure Event;
- a fault or failure of the internet or any public telecommunications network;
- a fault or failure of Salesforce, unless such fault or failure constitutes an actionable breach of the contract between Sirenum and that company;
- a fault or failure of the Client's computer systems or networks;
- any failure by the Customer to follow any instructions issued by Salesforce or Third Party Providers regarding installation of updates and other service notices from such providers;
- excessive use of the Support Services by the Customer (which for these purposes means more than 3 Support Requests per day or more than 7 Support Requests in any period of 7 consecutive days;
- any breach by the Customer of the Agreement; or
- scheduled maintenance carried out in accordance with the Agreement;
- any use of the Platform or Subscription Services contrary to the Documentation, whether by the Client or by any User;
- the Client choosing not to apply an Upgrade or Update to its production system through which the Subscription Services are accessed; and/or
- any Maintenance Service or Support Service requested by the Client to be conducted outside of the Support Hours;
- an incompatibility between the Platform or Subscription Services and any other system, network, application, program, hardware or software not specified as compatible in the Subscription Services Specification

   Further, Sirenum will be under no obligation to meet the availability commitment or provide any maintenance or support services where there are any overdue amounts outstanding from the Client.

To the extent that Sirenum does provide any support where any of the above exclusions are found to apply, Sirenum will be entitled to charge the Client for such support at its standard time and materials rates.