



Service Level Agreement (SLA)  
v3.2 01/23

## SERVICE LEVEL AGREEMENT (SLA) v3.2 01/23

### 1. Service Uptime

The service uptime is the guaranteed amount of time that the service is available and operational online. The calculated downtime allowance as a time period based upon our SLA uptime of 99.80% is as follows:

Daily	2 minutes and 53 seconds
Weekly	20 minutes and 10 seconds
Monthly	1 hour, 27 minutes and 39 seconds
Yearly	17 hours, 31 minutes and 54 seconds

### 2. Eligibility & Service Credits

If in any calendar month the availability of one of the Services falls below the Availability stated hereunder, the Customer may be entitled to a credit against the monthly or quarterly Charges invoiced for that Service for that calendar month.

Eligibility for Service Credits is calculated in line with the availability targets below:

SERVICE	AVAILABILITY	SERVICE CREDIT (% TOTAL OF MONTHLY CHARGES OR EQUIVALENT)	TRIGGER
Operating, eSignature Exchange & ID Validation Software	Less than 99%	10%	Failure to achieve operating availability in any calendar month with a maximum downtime of 7 hours 18 minutes with exception to scheduled maintenance

If the software fails, preventing the Service from being operational, VirtualSignature-ID will measure "Non-availability" from the time the software or part thereof experiences a failure to such time as the Service is restored.

### 3. Hours of Service and contact details (UK)

VirtualSignature-ID shall operate and provide a technical support service during the following times:

Day of Week	Operating Hours	Contact Detail
Monday to Friday	08.00 to 17.30	E: support@virtualsignature.com
Saturday	09.00 to 12.00	E: support@virtualsignature.com
Sunday & Bank Holidays	Next Working Day	E: support@virtualsignature.com
Out of Hours (Priority 1 Emergency Only)	24 hours	E: support24@virtualsignature.com Call: +44 (0)333 335 5176

#### **4. Making a Claim**

VirtualSignature-ID will identify all credits due in the monthly service report and all credits will be applied or adjusted and applied to any monthly or quarterly billing

#### **5. Remedies**

For the avoidance of doubt, in the event that an incident results in more than one of the Service Levels dropping below the guaranteed levels, the End User shall only be entitled to make a claim for Service Credits, under one of the availability service levels and shall not be entitled to make a double claim under the availability targets.

Credits shall be issued in the invoice in the month following the breach of the SLA unless the Service Credits are due in the final month of the Services. In such case, a refund for the monetary value of the Service Credits will be credited.

#### **6. Restrictions and Limitations**

The following restrictions will apply with respect to the SLA outlined above:

##### **6.1 Unauthorised Changes**

VirtualSignature-ID will accept no liability under the SLA for any unauthorised changes made by the End User to the Service that adversely affect the availability of the said device or dependent software service.

##### **6.2 Resiliency**

Certain parts of the SLA outlined above are dependent on a resilient architecture. Where such resilience is removed by the End User or at their request, or by any agent working on behalf of the End User, any associated part of the SLA shall be suspended until the resilient architecture is restored.

##### **6.3 Customer-Supplied Software and/or Equipment**

The SLA or any part thereof shall be suspended where a Service failure has been caused by any Supplied Software and/or Equipment by the End User until such failure has been resolved.

##### **6.4 Force Majeure**

The End User agrees that VirtualSignature-ID is not liable for and that the SLA shall not apply to any non-availability that results from any event of Force Majeure.

##### **6.5 Maintenance**

VirtualSignature-ID will not be liable in respect of any non-availability that results during any periods of Scheduled or Emergency Maintenance.

##### **6.6 Effective Date**

The effective commencement date for this Software and Technical SLA shall be from the date as set out in the Licence Agreement.

##### **6.7 Acts or Omissions**

This Software and Technical SLA shall not apply to the extent that non-availability results

from any act or omission by the End User or their customer or any third parties.

## 7. Additional Services

Whilst the SLA is limited to the provision of Software and technical support only, VirtualSignature-ID offers a range of additional services to End User clients which are chargeable. These services may include, though are not limited to training, development services and business process engineering.

## 8. Technical Support Procedures & Response

Criticality of Incident	Definition	Initial Response	Incident Update	Escalation Time
<b>Priority 1</b>	Full environment down, organisation unable to work	Notification via SMS/Email of down hosted environment within thirty (30) minutes of detection by the Customer	Update every hour via SMS/Email	Where applicable, implement agreed DR procedures if not resolved within four (4) hours
<b>Priority 2</b>	Full service down, organisation partially unable to work, e.g. Email, SQL Server, AD, Office applications	Notification of down hosted service via SMS/Email within one (1) hour of detection by the customer	Update every four (4) hours via SMS/Email	Escalate to Priority 1 if not resolved within Eight (8) hours
<b>Priority 3</b>	Minor event, e.g. non-critical update	Response via Email within four (4) hours	Last working day of each week	Escalate to Priority 2 if not resolved or workaround provided within five (5) working days
<b>Priority 4</b>	Standard requests, e.g. Additional resource, mailboxes etc.	Response via Email within twenty-four (24) hours	Change success or failure notification only	Escalate to Priority 3 if not resolved or workaround provided within five (5) working days