



Introduction

This Service Level Agreement for employable Online Services (this "SLA") is a part of your licensing agreement (the "Agreement"). Capitalised terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the employable Services provided to paying partners, software clients and resellers listed herein (a "Service" or the "Services"), but does not apply to separately branded, free to use services made available with or connected to the Services or to any on-premise software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days' notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting <https://employable.me/license-agreements>

Definitions

"Available Hours" means 24 hours a day, 7 days a week in each month during the Term.

"Service Credit" means a sum equal to £100 or any other such amount as may be decided by the Parties from time to time and "Service Credits" shall be construed accordingly.

"System Availability" means the amount of time, when the Employable Service is fully available for use by Users as calculated in accordance with the formula set out at paragraph 1.2 of this Schedule 2.

"System Availability Target" means 99% with a 5 second load time when opening the application.

"Prime Time Hours" means 09.00 to 17.00 on any day (including weekends and public and bank holidays) or any other hours as may be determined between the Parties from time to time.

"Scheduled Downtime" means a period of time during which the Employable server is not available due to maintenance or any other activity which has been agreed in advance with Employable in accordance with paragraph 2 of this Schedule 2.

"Unscheduled Downtime" means the amount of time the Employable Service is not fully available for use by Users.

Employable shall use its reasonable endeavors to provide System Availability to the System Availability Target each month, 24 hours a day, 7 days per week. Employable utilises AWS Cloud Server technology, any downtime of the employable servers related to AWS own management/updates is out of our control and therefore cannot be penalised under this agreement.

Terms

Claims

In order for employable to consider a claim, you must submit the claim to customer support at employable including all information necessary for employable to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to the employable App, we must receive the claim within two months of the end of the Applicable Period in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the Applicable Period following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Service Fees or refund the value if services paid up.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both employable Cohort and Paid employable Connect (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Period.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the Applicable Period.

If you purchased Services as part of a suite or other single offer, the Applicable Service Fees and Service Credit for each Service will be pro-rated.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us).
5. That result from your unauthorised action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner

- inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
 8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
 9. Due to your use of Service features that are outside of associated Support Windows; or
 10. For licenses reserved, but not paid for, at the time of the Incident.
 11. Your initiated operations such as restart, stop, start, failover, scale compute, and scale storage that incur downtime are excluded from the uptime calculation.
 12. Monthly maintenance window that incurs a downtime to patch your server and infrastructure is excluded from the uptime calculation.

Downtime

In the event that the Impleyable Server is unavailable, the period for which the Impleyable Server is unavailable shall be deemed to be **Unscheduled Downtime** except where:

- a. the period of downtime is due to Impleyable’s own maintenance and Impleyable has provided Licensee with at least 7 days written notice of the required maintenance; or
- b. the period of downtime is outside Prime Time Hours;

and in either such case such period of downtime shall be deemed to be **Scheduled Downtime**.

Licenseor will have the right, in its sole discretion and at any time, to render the Services inaccessible to Licensee in order to provide emergency maintenance, repairs, upgrades, updates or other changes to the System deemed necessary by Licenseor (“Unscheduled Maintenance”)

System Availability is calculated as follows:

$$100 \times \frac{\text{Available Hours} - \text{hours of Scheduled Downtime} - \text{hours of Unscheduled Downtime}}{\text{Available Hours} - \text{hours of Scheduled Downtime}}$$

In the calculation of System Availability, any percentage shall be rounded up to the nearest percent if it is .5% or over and rounded down to the nearest percent if it is less than .5%.

In the event that Impleyable fails to achieve the System Availability Target in any month, the Licensee shall be entitled to levy Service Credits in accordance with paragraph 3 of this Schedule.

If Impleyable fails in any calendar month to meet the System Availability Target, then the Licensee shall be entitled to make a deduction of a Service Credit.

Service Credits will increase where Impleyable fails to meet System Availability Target in successive months:

Failure to Achieve System Availability Target	Service Credits
Monthly Measure	1
For second successive month	2
For third successive month	4
For fourth successive month	8

Fault Reporting

For the purpose of incident reporting Licensee shall contact Imployable in the following sequence of escalation (or as may be advised from time to time):

- a. During Business Hours
 - i. Jordan Escrig, jordan.escrig@imployable.me
 - ii. Peter Kelly, if unavailable, peter.kelly@imployable.me
 - iii. Marina Hoole. Admin@imployable.me
- b. For Priority 1 incidents, out of Business Hours:
 - i. Peter Kelly, 'cc' Jordan Escrig
 - ii. Marina Hoole

Service Restoration

In the event of Unscheduled Downtime, the following Service Restoration matrix shall apply:

Each of the priorities has an associated target clearance time

Service Level	Target	Impact
Priority 1 incident	90% will be cleared within 4 hours of the Imployable's acknowledgement of the fault.	The Imployable Service is not operational or inaccessible or consistent degradation of the performance of the system which is outside the System Availability Target
Priority 2 incident	90% will be cleared within the same Business Day.	Operation of the Imployable Service is severely degraded, or major components of the Service are not operational, and users cannot reasonably continue
Priority 3 incident	90% will be cleared within 2 Business days.	The Imployable Service is experiencing minor problems but is functioning substantially normally.

Priority 1 incidents

Where a Priority 1 incident is declared, Imployable will take the following actions:

- i. An immediate assessment of the impact of the fault or problem and agreement with Licensee of the severity rating.
- ii. The Help Desk will progress the Priority 1 incident at the highest priority, invoking Licensee specific updates as agreed on a case-by-case basis until the fault or problem has been resolved or has reverted to a lower priority.