

Talkative Service Level Agreement (SLA)

During the term of this Agreement, Supplier will provide Purchaser with access to the Services.

Definitions:

Agreed Business Hours: 8.00 am to 10.00 pm local UK time on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. 8.00 am to 8.00 pm local UK time on Saturdays and Sundays.

Business Day: a day other than a public holiday in England when banks in London are open for business.

Response Time: is the period from the time the Issue case was emailed to the Supplier until the Supplier responds to the Partner or Purchaser.

Service Availability:

The Supplier's Service Availability commitment for a given calendar month is 99.95%. Service Availability per month is calculated as follows:

$$\frac{(\text{Total Planned Uptime}) \text{ minus } (\text{Total Unplanned Outage})}{(\text{Total Planned Uptime})} \times 100$$

Where the following definitions apply:

Total: the total minutes in the calendar month.

Unplanned Outage: the total minutes unavailable due to an unplanned outage in the month. Time is measured from when the Supplier is first notified of the Outage, until the Outage has been resolved.

Planned Maintenance is total minutes of planned maintenance in the month. Planned Maintenance lasts for no longer than four (4) hours. Maintenance windows begin at 9.00 PM local UK time on Sundays. The Supplier will endeavour to limit maintenance to the first Sunday of the month. Further Planned Maintenance can be performed outside Agreed Business Hours, provided that the Supplier has used reasonable endeavours to give the Partner at least 3 (three) Business Days notice in advance.

Talkative Update Process and Notifications:

The Supplier periodically introduces new features and functionality in a new version of the Talkative Services with enhanced functionality ("**Update**"). Minor Updates are introduced at 2 week intervals and do not affect system availability. Major Updates are introduced at 1 month intervals and coincide with Planned Maintenance windows. Major Updates will take up to four hours to complete which will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Supplier shall provide notification of and information about Updates beginning at least seven (7) days prior to providing new Updates in Purchaser's environment.

Issues - Severity Level Determination:

Partner shall reasonably self-diagnose each support issue and recommend to Supplier an appropriate Severity Level designation. Supplier shall validate Partner's Severity Level designation, or notify Partner of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. Severity Levels are defined as follows:

Severity Level 1 - Critical Problem:

Definition: Critical Problems shall consist of faults caused by failure of the Services to conform to specifications in a manner that directly affects the operation of the Purchaser's communications and produces an unavailability of Talkative Services. Critical Problems shall consist of:

- Loss of functional visibility and/or diagnostic capability.
- Service outages whose duration accumulates to more than ten (10) minutes in any 24 hour period, or that continue to repeat during longer periods.
- Failure of a key function of the Services.

Supplier Response Time Commitment: 30 minutes.

Resolution: Work continuously on a 24x7 basis until resolved, with a target resolution time of ninety (90) minutes.

Severity Level 2 - Major Problem:

Definition: Major Problems shall consist of faults caused by failure of the Services to conform to specifications in a manner that directly affects the operation of the Purchaser's communications and produces an unavailability of Talkative Services. Major Problems shall consist of:

- Degradation of access for a routine administrative capability. Loss of functional visibility and/or diagnostic capability.
- Failure of a particular feature.
- Intermittent problems which can cause partial loss of services enabled by the Services.

Supplier Response Time Commitment: 30 minutes.

Resolution: Work continuously on a 24x7 basis until resolved, with a target resolution time of 24 hours.

Severity Level 3 - Minor Problem:

Definition: Minor Problems shall consist of faults caused by failure of the Services to conform to their specifications in a manner that does not affect the delivery of services enabled by the Services. Minor Problems shall consist of:

- A minor fault with the Services that, while an inconvenience, does not affect system functionality and does not hinder operations significantly; or
- Requests for Documentation pertaining to the Services.

Supplier Response Time Commitment: 24 hours.

Resolution: Resolved by next Upgrade.

Supplier Support Scope:

Supplier will support functionality that is developed by Talkative and under its direct control. For all other functionality, and/or issues or errors in the Service caused by issues, errors and/or changes in Purchaser's information systems and/or third party products or services, Purchaser acknowledges that these matters are outside of the Supplier's support obligations. Service Level failures attributable to (i) Purchaser's acts or omissions; and (ii) Force Majeure events shall be excused.

6. Service Credit(s):

If the Supplier fails to meet the Service Availability during any one calendar month period, then the Partner will be eligible for a service credit (the "**Service Credit(s)**") in the amount of ten percent (10%) of the equivalent monthly fee for the affected service. For Service Availability below 99.0%, thirty percent (30%) of the Monthly Subscription Fee is available as Service Credits, as detailed in the table below:

Availability During Calendar month	Service Credit As A Percentage Of Monthly Subscription Fee
Greater than 99.95%	0%
Between 99.0% and 99.95%	10%
Below 99.0%	30%