

Effective Date: 27th February 2025

APPENDIX 1 to the Terms and Conditions

Service Level Agreement (the 'SLA')

1. General

- 1.1 All terms not otherwise defined in this Appendix shall have the meaning given to them in the Prommt Service Agreement or the Terms and Conditions (as appropriate) unless the context requires otherwise.
- 1.2 The terms of the SLA are additional to and do not supersede or replace the Prommt Service Agreement or the Terms and Conditions. In the case of contradictions between this SLA and the Service Agreement, the order of priority as set out in clause 1.3 of the Service Agreement shall apply.
- 1.3 In accordance with the Service Agreement, the SLA will remain in force from the commencement of the Term and will remain in force for the duration of the Term unless otherwise agreed in writing between the parties.
- 1.4 The Client acknowledges that this SLA reflects Prommt's current service level. This service level may evolve over time along with Prommt Solution. Prommt reserves the right to implement changes to this SLA, provided these changes may not overall reduce Prommt's performance targets. Prommt will notify Client by email or otherwise at least 30 (thirty) days before any significant change comes into effect. Minor changes (e.g. changes in processes, setting up tracking tools, etc.) will be notified to the Client as soon as reasonably practicable after such change has been effected.

2. Contact Personnel

In order to ensure that the service level is that which is set out in this SLA, the Client shall appoint an appropriately skilled representative and his/her deputy to liaise with Prommt in connection with the subject matter of this SLA and the Prommt Service Agreement. These representatives should be easily contactable during normal business hours of the Client. The Client's Representatives contact details are as follows:

Client Contact Details	
Name	
Job Title	
Telephone	
Mobile	

E-mail	

If the above is left blank, Prommt will contact the main account owner registered in the Prommt service.

Service Level Definition

2.1 Service Availability of the Prommt Platform

Availability is the measure of the time that the Prommt solution will be available to the Client to access their reporting, receive and send messages / emails, and applicable web applications from our hosted service.

Description	Availability	Target
Access to Prommt application	24 hours per day, 7 days per week	99.9%
Access to Prommt's API	24 hours per day, 7 days per week	99.9%

2.2 Excluded from this measure of availability are the following:

- a) Scheduled maintenance as defined in Section 6 of this SLA;
- b) Access or omissions of the Client, or any user of the access granted to the Client whether unauthorised or not;
- c) Reasons beyond Prommt's reasonable control; and
- d) Downtimes caused by any telecommunications service provider.

2.3 Availability of the Prommt solution will be calculated in accordance with the following formula:

$A = \frac{TSH - TUDT}{TSH} \times 100$
A = Availability % TSH = Total Service Hours TUDT = Total Unplanned Downtime

3. Service Level Deliverables - Support

3.1 Priority Levels

Problems reported by the Client will be allocated a priority level in accordance to the severity of the problem (as set out below):

- A *Priority One (P1)* problem consists of a fault that renders the whole or a critical part of the Service / application being unavailable. A large proportion of the Client's users are prevented from using the solution as intended;
- A *Priority Two (P2)* problem consists of a fault causing acute operational problems creating significant business impact;
- A *Priority Three (P3)* problem consists of a fault, which causes a non-acute operational problem (e.g. delays in sending SMS to the Mobile Operator, layout issues within the web application); and
- A *Priority Four (P4)* problem consists of a fault that is non-Service affecting (e.g. minor formatting errors in the application interface).

3.2 Prommt Help Desk

Prommt provides a technical help desk facility in order that the Client may report problems relating to the Service. The Client may report P1, P2, P3 and P4 problems to the Prommt Help Desk by emailing helpdesk@prommt.com. When logged into Prommt, a helpdesk ticket can also be raised via the chat function which is visible in the corner of the Web App.

4. Service Level Deliverables – Response

4.1 Prommt will use its reasonable endeavours to inform the Client about any fault via Email and Phone. A Response will be from a competent staff member.

Prommt will resolve any reproducible fault within the following time frame:

Stage/Priority	P1	P2	P3	P4
Initial response time	1 business hour	2 business hours	Next business day	Next business day
Target Restoration (work around)	2 business hours	5 business hours	2 working days	Next business week

Target Resolution	Next business day	3 business days	Next release	Next release
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Where:

- "Initial response time" means the target time to notify the Client of a fault, or acknowledgement of an issue once it takes place;
- "Target restoration" means the target time to find a temporary workaround to the reported fault. A temporary workaround is a solution, which is functionally equivalent to a regular working Service, even if some minor problems persist; and
- "Target resolution" means the target time to attain a fully restored Service.
- "Next release" will be dependent on the solution in question. For Prommt licensed software, P3 and P4 issues will be addressed and resolved in the next scheduled release of the software. For Prommt developed software, "Next release" will occur once User Acceptance Testing of the fixed solution has been signed off by the Client.

5. Scheduled Suspension of Service

When a part or all of the Services require to be temporarily taken out of service for necessary planned work, e.g. modification or upgrade, Prommt will give the Client at least seven (7) working day's notice. This procedure will minimise any disruption and reasonable endeavours will be used to accommodate the Client in the timing and duration of any such breaks in Service.

6. Escalation Process

- 6.1 The escalation procedure includes a system of re-classification of reported problems, where the standard time for correction has been exceeded. The internal technical escalation process involves increasing levels of technical capability in solving the problem. The purpose being to ensure that problems are being handled with due diligence and that the appropriate resources are involved in resolving the problem in a timely fashion.
- 6.2 In the event the solution detailed in the action plan cannot be implemented in accordance with the estimated period of time set forth in Section 3, Prommt shall apply the following escalation procedure:

- a) P1 problems exceeding the estimated time for correction are notified to the CEO or General Manager, which will take any additional measures necessary to ensure resolution of the problem within a minimum additional period of time. For a P1 problem which has been escalated, Client will be informed of progress on an hourly basis.
- b) P2, P3 problems, for which a solution is not provided within the estimated time scales and for which the same level of urgency persists, are escalated one level in classification of seriousness: P3 to P2, P2 to P1, In each case the parties shall discuss a new action plan with additional technical and human resources to be set up in order to fix the problem.

7. Warranty Disclaimer

Other than as expressly provided in the Agreement, Prommt makes no additional representations or warranties with respect to maintenance and support services provided hereunder.