



SERVICE LEVEL AGREEMENT

This agreement is entered into by and between the IntelliSense.io and the Customer (together, **‘the parties’**) as set out in any signed and dated Order Form from the Effective Date and shall run co-terminus with that Order Form.

In the event of a conflict between the Enterprise Subscription Agreement and this Service Level Agreement, the terms and conditions of the Enterprise Subscription Agreement shall prevail.

1. Definitions

The definitions in this clause apply in this agreement:

Business Day: means any weekday other than a bank or public holiday in England.

Maintenance: means the general maintenance of the IntelliSense.io Platform and Services, and the application of Updates and Upgrades.

Malicious Code: means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

Products: brains.app platform and applications included in the Order Form¹.

Services: the hosting, support, maintenance, updates, upgrade and hot fixes and all additional services included within the Managed Software Service.

Update: means a hotfix, patch or minor version update to any IntelliSense.io Platform software.

Upgrade: means a major version upgrade of any IntelliSense.io Platform software.

2. Product Availability.

IntelliSense.io shall provide secure access to the Products Ordered subject to the configuration requirements as set out in the Order Form, or any subsequent Order Form signed by the parties.

3. Service Availability.

3.1. IntelliSense.io shall use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for:

- (a) planned downtime for maintenance purposes
- (b) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, interference from any Customer Application unapproved for use with IntelliSense.io products, or denial of service attack.

3.2. IntelliSense.io shall monitor uptime on a monthly basis and the Customer may request a report on Uptime.

3.3. IntelliSense.io shall have no obligation to provide Support Services in respect of:

- 3.3.1. any issue caused by the improper use of the Services by Customer; or

¹ A full list of available applications can be obtained at any time on request at contracts@intellisense.io

- 3.3.2. any issue caused by the alteration to the Services made without the prior consent of IntelliSense.io; or
- 3.3.3. training (beyond that agreed in any Customer Order Form); or
- 3.3.4. assistance with non approved IntelliSense.io products, services or technologies, including implementation, administration or use of third-party data systems like OSI Soft Pi, Lab Data, Expert system, Fleet Management systems and enabling technologies such as databases, computer networks or communications systems; or
- 3.3.5. assistance with installation or configuration of hardware, including computers, hard drives, networks or printers for non approved IntelliSense.io Products.

4. Maintenance.

- 4.1. IntelliSense.io shall, where practicable, give to Customer prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Service or are likely to have a material negative impact upon the Service, without prejudice to IntelliSense.io's other notice obligations hereunder.
- 4.2. Customer agrees it may not be possible to schedule emergency maintenance outside of core business hours and Customer may not be notified in advance. Hotfixes or patches for Malicious Code will be applied by IntelliSense.io at any time.

5. Updates & Upgrades.

- 5.1 IntelliSense.io shall give to Customer prior written notice of any Update or other Upgrade to the IntelliSense.io Platform:
 - 5.1.1. IntelliSense.io shall apply Updates to the IntelliSense.io Products as deemed appropriate and necessary by IntelliSense.io. Such Updates may be applied to the IntelliSense.io Products at will or in accordance with any timetable notified by IntelliSense.io to the Customer or agreed upon by the parties from time to time.
 - 5.1.2. IntelliSense.io shall give Customer prior written notice of the application of an Upgrade to the IntelliSense.io Products where such Upgrade affects the core functionality of the IntelliSense.io Products.

6. Support Helpdesk.

- 6.1. IntelliSense.io operates an online helpdesk accessible via the brains.app platform itself. Customer shall be entitled to log support requests at any time. Support requests will receive immediate acknowledgement and the following priorities shall apply:

Priority	Description	First Response Within
Priority 1 (Critical)	<ul style="list-style-type: none"> • System down • Integration with 3rd party systems is down showing no data being received to <i>brains.app</i> 	4 hours
Priority 2 (Medium)	<ul style="list-style-type: none"> • Non Critical functionality in brains.app down that is used daily 	2 Business Days

Priority 3 (Minor)	<ul style="list-style-type: none"> • New functionality requests and feedback • Other non urgent functional defects • Any other general account management queries 	5 Business Days
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6.2. To the extent that the following information is known, IntelliSense.io shall include the following information in the First Response:

- (a) The name of the IntelliSense.io contact dealing with the support request
- (b) An initial diagnosis
- (c) An expected time to resolution and/or when the next update will be communicated.

6.3. IntelliSense.io shall use commercially reasonable endeavours to fully resolve support requests in line with Priority as follows:

Priority	Estimated resolution time
Priority 1 (Critical)	Within 72 hours
Priority 2 (Medium)	Within 8 Business Days
Priority 3 (Minor)	<ul style="list-style-type: none"> • All feedback will be collated and reviewed by IntelliSense.io. • At IntelliSense.io's sole discretion, it may add requests to the Product roadmap for future monthly releases. The Customer will be informed via monthly release notes.

6.4. IntelliSense.io shall include the following information within the Resolution Response:

- (a) The name of the IntelliSense.io contact dealing with the support request
- (b) A confirmation of resolution
- (c) A brief update on the cause of the issue and any remedial work required by IntelliSense.io and/or the Customer and/or any third-party providers

7. Emergency Phone Support.

7.1. In the event that the Product and Services are not available because the internet is down, IntelliSense.io shall provide a telephone number for Customer to report Priority 1 (Critical) support via a toll-free phone line:

Country	Toll-Free Number
Australia	1800 950 641
Brazil	0800 900 0249
Chile	800 914 091
Kazakhstan	8 (800) 080-81-84
North America	1 (800) 784-1439
South Africa	080 099 2788

8. Emergency On Site Support Services.

- 8.1. Where the parties have agreed that IntelliSense.io will make personnel available at any of the Customer's premises, the Customer undertakes to:
- 8.1.1. provide, for IntelliSense.io and any relevant personnel, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as may be reasonably required with respect to the performance of the Services;
 - 8.1.2. ensure that all relevant equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom (or equivalent) standards or requirements; and
 - 8.1.3. inform IntelliSense.io and any relevant personnel of all health and safety and security requirements that apply at such premises, and IntelliSense.io shall procure that such personnel comply with all such requirements.
 - 8.1.4. Effort Days will be charged based on the rates included in the Order Form or the standard IntelliSense.io rate card shall apply.
 - 8.1.5. Travel costs of IntelliSense.io representatives to client sites from IntelliSense.io offices shall be charged at cost to the Customer.