

SUPPORT - Service Level Agreement -2021



1. Introduction

1.1 This Schedule sets out the service levels applicable to the Support Services. If the Edumersive app is being bought and used through one of our resellers, other agreements will also apply. Edumersive is a trade mark of the company Cross-Reality-Expert.

2. Helpdesk

2.1 The Edumersive helpdesk shall be made available to the Customer. A helpdesk in accordance with the provisions of this Schedule.

2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services. The Customer must not use the helpdesk for any other purpose.

2.3 Edumersive shall ensure that the helpdesk is accessible by telephone and email.

2.4 Edumersive shall ensure that the helpdesk is operational and adequately staffed during business hours.

2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

3.1 Issues raised through the Support Services shall be categorized as follows:

- (a) critical: The application is inoperable or a core function is unavailable.
- (b) serious: a core function of the application is significantly impaired.
- (c) moderate: a core function of the application is impaired, where the impairment does not constitute a serious issue; or a non-core function of the application is significantly impaired.
- (d) minor: any impairment of the Software not falling into the above categories; and any cosmetic issue affecting the application.

3.2 Edumersive shall determine, acting reasonably, into which severity category an issue falls.

3.3 Edumersive shall use reasonable endeavors to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:

- (a) critical: 8 Business Hours
- (b) serious: 16 Business Hours
- (c) moderate: 3 Business Days and

(d) minor: 5 Business Days.

3.4 Edumersive shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request and an anticipated timetable for action in relation to the request.

3.5 Edumersive shall use reasonable endeavors to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

(a) critical: software problem will be fixed in 5 business days and deployed as a hotfix.

(b) serious: software problem will be fixed in 10 business days and deployed as a normal update.

(c) moderate: software problem will be fixed in 12 business days and deployed as a normal update.

(d) minor: software problem will be fixed in 30 business days and deployed as a normal update.

An application update will have to be reviewed by Google, Apple and possible other companies. We can't give a specific time estimate when the update will be live. The times mentioned above are the times in which we will post an update submission. We will do our best to make it as fast as possible but we are not liable for the submission review times by third companies such as Google or Apple.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

5.1 If the total hours spent by the personnel of Edumersive performing the Support Services during any calendar month exceed *40 business hours* then:

(a) Edumersive will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and

(b) Edumersive may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Charges.

5.2 Edumersive shall have no obligation to provide Support Services in respect of any issue caused by:

(a) any factor outside the scope of the Support Services

(b) the improper use of the application by the Customer

(c) any alteration to the Software made without the prior consent of application.
Or

(d) the use of application where it shouldn't be used (through written or oral consent beforehand).

5.3 If Edumersive provides Support Services at the request of the Customer and Edumersive, after beginning the provision of those Support Services, reasonably concludes that Edumersive has no obligation to provide those Support Services by virtue of the exceptions set out in Paragraph 5.2, Edumersive may levy additional Charges in respect of:

(a) those Support Services; and

(b) any subsequent Support Services provided in relation to the issue with the consent of the Customer,

at its standard time-based rates.