

# SERVICE LEVEL AGREEMENT

Last modified: 16 December 2021

## 1. SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the System Availability Service Level Agreement (“SLA”) for the Platform.

## 2. DEFINITIONS

Without prejudice to the effectiveness of, and in addition to, clause 2 of the Customer Terms of Service, in this SLA the following terms have the following meanings:

- 2.1. “**Excluded Downtime**” means the total number of minutes in the applicable Month during which the Website is unavailable due to factors outside of Lobster’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable;
- 2.2. “**Month**” means a calendar month;
- 2.3. “**Monthly Subscription Fee**” means the monthly subscription fee (or 1/12 of the annual fee) paid for the Service which did not meet the System Availability SLA;
- 2.4. “**UTC**” means Coordinated Universal Time standard;
- 2.5. “**Scheduled Downtime**” means the total number of minutes in the applicable Month when the Website is unavailable, for which Customer has been notified at least 5 business days in advance. Scheduled Downtime will only occur during the hours of 04:00-09:00 UTC on a Sunday;
- 2.6. “**Scheduled Uptime**” means the Total Minutes in the Month of the applicable month, less Scheduled Downtime; and
- 2.7. “**Total Minutes in the Month**” means the total minutes measured 24 hours per day, 7 days per week during a Month.

## 3. SYSTEM AVAILABILITY SLA AND CREDITS

### 3.1. Claim process and reporting

Customer may claim a credit in the amount described in the table below in case of Lobster’s failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the Service that did not meet the System Availability SLA. Claims under this SLA must be made in good faith and by submitting a written request within thirty (30) days after the end of the relevant Month in which Lobster did not meet the System Availability SLA. Lobster will provide to Customer a report describing the System Availability percentage for the applicable Service for a specific month upon request.

System Availability percentage is calculated as follows:

$$\text{System Availability percentage} = \frac{\text{Total Minutes in the Month} - \text{Excluded Downtime}}{\text{Total Minutes in the Month}} * 100$$

System Availability SLA	99.5% System Availability percentage during each Month.
Credit	2% of Monthly Subscription Fee for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fee.

#### 4. SUPPORT SERVICES

4.1 Lobster’s representatives will be available to answer questions and otherwise assist Customer in troubleshooting issues that may occur in the day-to-day running of the Website through email support at [support@lobsterink.com](mailto:support@lobsterink.com) or as otherwise indicated on the Website. Issues will be dealt with as per the Priority levels, Response Times and Resolve Time Objectives set out below.

##### Issue types

Priority	Definition	Symptoms
1	System is non-operational.	Prevents all Users from: <ul style="list-style-type: none"><li>● Logging in;</li><li>● Completing any lessons;</li><li>● Completing any assessments; or</li><li>● Generating any reports.</li></ul>
2	System is partially non-operational with no workaround available.	Prevents a material number of Users from: <ul style="list-style-type: none"><li>● Logging in;</li><li>● Completing any lessons;</li><li>● Completing any assessments; or</li><li>● Generating any reports.</li></ul>
3	Partial system failure that moderately affects usage. Workaround available.	Intermittent video playback issues.
4	Issue that causes minimal disruption to a User.	Degraded response times. Display issues on specific browsers.

##### Response times

Priority	Response Time	Resolve Time Objective
1	45 minutes	6 hours
2	2 hours	12 hours
3	4 hours	Ticket update every 48 hours until a resolution time is available.
4	4 hours	Ticket update every 48 hours until a resolution time is available.

4.2 In the event that Customer requires and authorizes Lobster to access Customer’s information technology (“IT”) system for troubleshooting purposes, and Lobster believes, in its sole and absolute discretion, that such access is necessary, then Lobster will make all reasonable efforts to assist Customer by accessing its IT systems. Lobster will comply with Customer’s policies for accessing Customer’s IT systems, however will in no way whatsoever be liable for, without limitation, any loss or damage associated therewith.

## 5 **EXCLUSIONS**

5.1 In addition to any other exclusion contained herein, this SLA specifically excludes the following:

5.1.1 The moving of hardware or cabling or equipment; and

5.1.2 Any additions of equipment, changes or upgrades to Customer's current IT infrastructure.

## 6 **CLIENT'S OBLIGATIONS**

6.1 Customer has, inter alia, the following obligations in terms of this SLA:

6.1.1 Customer will conduct business in good faith and in a courteous and professional manner;

6.1.2 Customer will use their internal resources to ensure that their network, firewall, security and infrastructure support services are up to date and able to support the Services; and

6.1.3 Customer will provide all information required to open a support request and make themselves available to assist Lobster in correcting any support issues.