



NOVACENE

SERVICE LEVEL AGREEMENT

SLA FORM

Client:	Alliot Limited
Service Provider:	Novacene IoT Limited
Date:	
SLA Version:	V1.2
Package Details:	As specified in the Proposal
Services/Issues:	Novacene Platform only
Master Agreement:	SaaS Agreement

1 OVERVIEW

This Agreement is the extension of the SaaS Agreement and agreements incorporated therein via references and represents a Service Level Agreement (“SLA”) between Service Provider and Client for the provisioning of services required to support and sustain the Services as mentioned in this SLA.

2 GOALS & OBJECTIVES

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Client(s) by the Service Provider.

The goal of this Agreement is to obtain mutual agreement for service provision between the Service Provider and Client(s).

The objectives of this SLA are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise, and measurable description of service provision to the Client.

Match perceptions of expected service provision with actual service support & delivery.

3 SERVICE AGREEMENT

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

3.1 Service Scope:

The Services mentioned in the SLA FORM and the Proposals are covered by this SLA, Client can raise Reactive Service Request for the services or issues specified in the SLA FORM.

3.2 Client Requirements:

Client responsibilities and/or requirements in support of this Agreement include:

3.2.1 Payment for all support costs at the agreed interval as specified in the Proposals.

3.2.2 Reasonable availability of Client representative(s) when resolving a service-related incident or request.

3.3 Service Provider Requirements:

Service Provider responsibilities and/or requirements in support of this SLA include:

3.3.1 Meeting response times associated with service-related incidents.

3.3.2 Appropriate notification to Client for all scheduled maintenance.

3.4 Service Assumptions:

3.5 Assumptions related to in-scope services and/or components include:

3.5.1 Changes to services will be communicated and documented.

4 UPTIME

4.1 Novacene shall measure the availability of the deployed Novacene IOT Platform (Platform), in accordance with the Specification (the “Uptime Availability”). All measurements by Novacene of the Uptime Availability shall be at intervals of not less than one minute. The Platform will not be considered deployed until satisfactory completion of any relevant Acceptance Tests.

4.2 Novacene shall report Uptime Availability at the Customers reasonable request and no more than once each calendar month. The Uptime Availability for the month will be notified in hours and minutes and the Uptime Availability Percentage. The “Uptime Availability Percentage” means the monthly average Uptime Availability expressed as a percentage by calculating (for each calendar month) the total Actual Uptime Minutes divided by the Potential Uptime Minutes in the month, and multiplied by 100. “Actual Uptime Minutes” is the number of minutes in the relevant month during which the Platform provided by Novacene was available and “Potential Uptime Minutes” is the number of minutes in the relevant month minus the number of minutes of Platform downtime for planned maintenance.

4.3 Novacene shall achieve an Uptime Availability Percentage in each calendar month of not less than 95% (“Uptime Service Level”).

4.4 If Uptime Availability falls below the Uptime Service Level in a given calendar month. The Customer shall be entitled to a Service Credit of 5% of Fees for that calendar month up to a maximum of 100% fees for that month, for each 0.5% that the Uptime Availability falls short of the Uptime Service Level (the “Uptime Service Credits”).

4.5 Uptime Service Credits shall be allocated in arrears on an agreed invoice.

5 RELIABILITY

Services will be provided between the hours of 9:00 a.m. and 5:00 p.m. CET, Monday through Friday, except weekends and United Kingdom regional and national holidays.

The first point of contact for the Client to make a Reactive Service Request is the Alliot Help Desk, following availability provisions apply to the Help Desk:

The telephone number [ENTER PHONE NUMBER] is available for telephonic support. When lines are busy, calls will be forwarded to voice mail, where a message can be left. The Help

Desk guarantees a return call within 30 minutes of an urgent voice mail message. All messages left on voice mail will be confirmed for receipt within four hours.

6 PROCEDURE TO RAISE REACTIVE SERVICE REQUEST

6.1 Reactive Support requests raised by the Client will be handled by the Service Provider as follows:

6.1.1 The Client may contact the Service Provider by filling the Customer Complaint Form available at help.novacene.io and sending it to support@novacene.io

6.2 The Service Provider will identify the fault or error and determine whether corrective action with respect to the Client's complaint is required. If the Service Provider determines corrective action is required, the Service Provider will accordingly rectify the issues of the Client.

7 REACTIVE SERVICE REQUEST LEVELS

Reactive Service Requests received by the Service Provider will be categorised into categories (System Down, Critical, Urgent, Important, Monitor or Informational) using the following criteria:

- Number of customers affected
- Effect on a business mission
- Context of problem
- Deadlines
- Estimated solution time
- Application involved
- Frequency of problem
- Customer's sense of priority
- Customer's commitment level
- Availability of workaround
- Threat to data integrity or computer security

8 REACTIVE SERVICE REQUESTS RESPONSE

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Client within the following time frames:

Status	Response Time	Issues Related with:
System Down	Immediate or Within 1 hour	
Critical	Immediate or Within 1 hour	Business outage or significant customer impact that threatens future productivity;
Urgent:	Within 2 hours	A high-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage, or there is significant customer concern.
Important:	Within 3 hours	An important issue that does not have a significant current productivity impact.
Monitor	Within 4 hours	An issue requiring no further action beyond monitoring for follow-up, if needed
Informational	Within 8 hours	Request for information only

9 SLA EXEMPTIONS

The promises and timelines given herein are not absolute and are only provided on a best-efforts basis. We are a business run by humans, and in some instances, circumstances may not allow us to keep our promises and you may experience delays in our responses. The Clients agree that they will not penalise the Service Provider and such lapses shall be resolved by discussions and the Service Provider may provide discounts and benefits to make up for any lapses.