

## Support and Service Level Agreement

### PART A – SOFTWARE

**Description** Validis DataShare is a web-based service that extracts data from accounting software packages, summarizes that data and produces standardized financial reports. The Software enables the Licensee's clients / End Users to submit their accounting data directly and securely to the Licensee from their accounting software package

**Supported Accounting Packages:** The Software currently supports the following Accounting Packages -<https://datashare-support.validis.com/hc/en-gb/articles/115005869026-Supported-Accounting-Packages>

Note: not all versions of each Vendors packages are supported. E.g. legacy and out of life support packages that are not supported by the Vendor themselves.

### Validis DataShare Portal

The Licensee can generate comprehensive financial and other reports and detailed ledgers from the general, sales and purchase ledgers via Validis' web based portal.

### Validis DataShare APIs

- The API product delivers the full G/L Extract, A/R Extract, A/P Extract, Upload API and the JSON API (the "APIs").
- Usage of the APIs is for the Licensee solely for the purposes of attest End Users within the Application. If the APIs are used for other purposes, the Licensee undertakes to inform Validis of same and Validis reserves the right to charge a different rate for those End Users.
- Calls to the APIs will be rate limited to ensure continuous availability of the Validis API service, with the following limits applying.
  - Minute limit: 30 calls in a rolling 60 second window
  - Daily limit: 5000 calls in a rolling 24-hour windowValidis reserves the right to review these based on resource requirements and subject to fair usage.
- Data extracted using the APIs may be cached by the Licensee but should only be used within the Application.
- Validis may release API updates or modifications for the benefit of its general customer base from time to time (in each instance, an "Update"). Validis shall give at least 30 days' notice and when provided, the Licensee shall implement and use the Update within 4 months of the API's release and make any modifications to the Application in order to use the relevant Update. The Licensee's continued access or use of the APIs following an Update will constitute binding acceptance of the Update.
- In the event of any breach of any of the terms the Licensee reserves the right to terminate the usage of the API without notice.

**Modifications** Where required for its general customer base, Validis may modify the Services or any apply additional terms relating to the API license, for example, to reflect changes to the Law, changes to the API call rates or for other reasons as it reasonably requires. Validis post such modifications on <https://www.validis.com> and the modifications shall become effective immediately thereafter.

### PART B – SERVICES

**Services Overview** Validis will host the Software in the Licensee's region and will provide Helpdesk support to the Licensee.

#### 1. THE HOST RESPONSIBILITIES

1.1 Validis provides a hosted service and is responsible for providing the host environment in a

region specific to the licensee and retain the data for a period of at least 30 days following receipt for the Licensee's clients.

## 2. VALIDIS SUPPORT

2.1 Validis will provide a managed application service to the Licensee, including:

- 2.1.1 Support Center which functions as a (front line) support desk to the support desk of the Licensee;
- 2.1.2 The installation, configuration, updating, monitoring and management of the Software on the environment;
- 2.1.3 The activation of the relevant Licensed Modules (if applicable);
- 2.1.4 The access to a self-service support center & help site;

## 3. INCIDENT SUBMISSION:

3.1.1 Incidents must be submitted with adequate information for Validis to troubleshoot the incident. Validis will determine if adequate information is submitted with each ticket.

3.2 **Support Availability – (“Hours of Operation”)** The Hours of Operation of the standard supported Validis Service availability is: Monday to Friday 09:00 through 17:00 (EST) US eastern time and Monday to Friday 09:00 through 17:30 (UK)

### 3.3 Service Availability

3.3.1 Subject to the terms of this Schedule and Hours of Operation, the Services will have 99% availability in any calendar month during the Hours of Operation.

3.3.2 The availability of the Validis Services for a given month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM; Total minutes in month Unavailable = TMU; and: Availability = ((TMM-TMU) x 100)/TMM.

3.3.3 For purposes of this calculation, the Services will be deemed to be unavailable to the extent our hosted solution will not accept connections. The Services will not be deemed unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth below in this Schedule and elsewhere in this Agreement. Validis' records and data will be the sole basis for all Service Level calculations and determinations

### 3.4 Exceptions to Service Availability

3.4.1 The Services will not be considered to be unavailable for any outage that results from any maintenance performed by Validis (i) of which the Licensee is notified at least 24 hours in advance; (ii) during the Licensee's implementation period; (iii) during the Licensee's then-current standard maintenance windows (collectively referred to herein as “Scheduled Maintenance”); or (iv) as a result of the Licensee's request outside of the normally scheduled maintenance.

3.4.2 The Services will not be considered unavailable for any outage due to (i) the Licensee's data or application programming, acts or omissions of the Licensee or its agents, failures of equipment or facilities provided by the Licensee, network unavailability or bandwidth limitations outside of the Validis network; (ii) issues arising from bugs or other problems in the Accounting software or Validis' cloud hosting provider; or (iii) force majeure events.

3.5 **Disaster Recovery** In the event of a failure of our primary cloud region we will fail over to a secondary cloud region within the same region as the Licensee within 24 hours.

3.6 **Activation of SLA** The Service Levels referred to in this Schedule will only be effective following acceptance and following full implementation of the Software and Services.

3.7 **Incident Categories, Response and Resolution Times** This section describes an Incident's priority, together with the Validis support levels in respect of initial response. All times quoted below are relative to the receipt of an incident report conforming to the format as described by Validis. All response hours stated are within working hours.

Priority	Activation	First Response	Resolution
Priority 1 – Complete Loss of Service (P1)	Complete loss of service. No work around exists. Affects all users.	Immediately	24 hours
Priority 2 – Severe Loss of Service (P2)	Mission critical module not working. Known work around exists. Affects multiple users	1 hour	7 days
Priority 3 – Minor Loss of Service (P3)	Module not functioning as expected.	7 days	31 days
Priority 4 – Informational (P4)	Issue that has no impact on service	31 days	90 days

\*resolution times exclude items require a software update, enhancement or update

**3.7.1 Support - Customer Support**

- (a) Incidents An “Incident” is classified as an issue with the Validis platform which affects the Validis Service in terms of functionality or availability to the Licensee or its authorized users of the platform. Incidents may be identified by the Licensee’s service desk supporting the Validis Service or as a result of an End User’s support issue. Validis allocates the Incident priority during initial investigation and only Validis can amend this if further investigation by Validis proves the initial priority to be incorrect.