Standard Service Level Agreement

1 Issue Priority & Service Level Agreements for Outage Support

1.1 Priority Definitions

Level	Definition	Examples
P1	A service failure or severe degradation. Issue that severely impacts the use of PassFort production services impacting Client's business operations and no workaround exists.	• Service is down and not accessible by users. • Data loss or corruption. • A critical feature is unavailable.
P2	A partial service failure or degradation. A regression in functionality that impacts a large part, but not all of the use of PassFort production services.	• Service is accessible, but is running slower than expected and significantly impacting the Client's ability to onboard customers. • An important feature is unavailable across the whole system, but a workaround exists. • Checks are failing with a particular data provider and no failover is configured.
P3	Minor service impact. A regression in functionality that impacts some of the use of PassFort production services.	• One user is not able to access a business application. • Checks are failing for fewer than 25% of profiles or jurisdictions. • An important feature is unavailable for particular profiles.
P4	Minor service impact or feature enhancement request. Non-critical bug.	• Non-critical features are unavailable. • Questions on how to undertake certain actions within PassFort. • Feature enhancement requests.

2.2 Response and Resolution Times

Support response times are indicated in the table below. These times represent maximums - we generally come well within these time limits.

In certain circumstances, PassFort will pause the time being counted on an issue, for example when we are awaiting a response from the Client with further information or an approval for work that may have a temporary business impact.

Resolution of the issue may include, but is not limited to, fixing underlying regressions in the product, providing a manual workaround, referring issues to data providers, and raising feature requests with the PassFort product team.

All time spans below refer to normal business hours as defined above. Examples:

- P1 raised at 2pm on Saturday to be resolved by 11pm the same day.
- P2 raised at 2pm on Friday to be resolved by 8am on Saturday, with **PassFort** working overnight to resolve if necessary.
- P3 raised at 5pm on Thursday to be resolved by 5pm the following Thursday.

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Level	Response Time	Update Frequency	Resolution Time	Goal %	Working Hours
P1	2 hours	1 hour	9 hours	100%	9am–6pm UK Mon–Fri
P2	4.5 hours	9 hours	27 hours	100%	9am–6pm UK Mon–Fri
P3	9 hours	45 hours	90 hours	90%	9am–6pm UK Mon–Fri
P4	24 hours	N/A			

2.3 Contacting PassFort

Email support via support@passfort.com and support.passfort.com is provided for all issues, with the working hours defined above.

2 Service Levels

2.1 Availability of the Service

The service will be available for 99.95% of time, measured over a rolling 12 month window, excluding scheduled maintenance. If the **Client** requests additional maintenance requiring downtime, any calculation will exclude these periods. Downtime will not accrue where the non-availability is due to:

- A cause beyond **PassFort's** reasonable control.

- Any scheduled maintenance, notified (by at least 24 hours' notice or earlier with the written agreement of **Client**) or emergency downtime.

- A fault on the **Client's** network or own equipment configuration.

- A fault or incident caused within the **Client's** own infrastructures or configuration of said infrastructures causing the suspension of the Service and/or hardware failure

- A fault/bug in the **Client's** own software such as firmware, operating system, infrastructure software or the **Client's** own infrastructures or configuration of such infrastructures causing suspension of the Services and/or hardware failure

- Any incidents and downtime caused by the **Client's** own management of the Service

- Downtime caused by the **Client** accessing the Service over the internet, where the downtime is directly attributable to the public network itself.

The **Client's** sole and exclusive remedy, and **PassFort's** entire liability, in connection with **PassFort** failing to provide a solution (being a correction to a fault or a workaround to a fault that is reasonably acceptable to the **Client**, in accordance with the timeframes set out above) to any failure to satisfy the 99.95% uptime standard is that **PassFort** will credit Client pro rata for the downtime each month, up to a maximum of 33% of 1/12 of the annual fee each month. The parties acknowledge that each such credit is a genuine pre-estimate of the loss likely to be suffered by the Client and not a penalty. The credit will be applied in the month that a breach occurs, and this downtime will then be excluded from the rolling 12 month calculation going forwards.

Downtime shall begin to accrue as soon as the **Client** (with notice to **PassFort**) recognises that downtime is taking place, and continues until availability is restored. In order to receive downtime credit, Client must notify **PassFort** in writing within a reasonable time from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit.

Further, **PassFort** agrees to use reasonable commercial endeavours to identify any downtime from its own logs and once identified, that time shall constitute the beginning of the relevant downtime.

Such credits may not be redeemed for cash. **PassFort's** blocking of data communications or other Service in accordance with its policies and/or the terms of the Agreement shall not be deemed to be a failure of **PassFort** to provide adequate service levels under this agreement.