Service Level

Part 1 - Uptime and Service Credits

Except as expressly provided, words and expressions in this document shall have the same meaning assigned to them in the relevant end-user licence agreement between Avvoka Limited and the customer entered into from time to time.

1   Interpretation

1.1   For the purposes of this Service Level, the following terms shall have the meanings given to them below.

(A)   **Business Day**: means a day other than a Saturday, Sunday or public holiday in England.

(B)   **Business Hour:** an hour from 9:00 to 17:30 (London and Singapore time) on Business Days.

(C)   **Customer Cause:** any of the following causes:

(i)   any improper use, misuse or unauthorised alteration of the Software by the Customer;

(ii)   any use of the Software by the Customer in a manner inconsistent with the then-current Documentation; or

(iii)   the use of a non-current version or release of the Software.

(D)   **Fault:** any failure of the Software to operate in all material respects in accordance with the Specification, including any failure or error referred to in the Fault Support Table.

(E)   **Fault Support:** any support provided in relation to a Fault but excluding any support in connection with any apparent problem regarding the Software reasonably determined by the Provider not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Provider's control.

(F)   **Fault Support Table:** refers to the table in Item 2 set out below.

(G)   **General Support:** any support provided in relation to the day to day use of the Software.

(H)   **General Support Table:** refers to the table in Item 1 set out below.

(I)   **Minimum Client Software Specifications:** means the local software required by a Customer to operate the Software, as set out at: https://help.avvoka.com/en/articles/4321993-what-browsers-does-avvoka-support.

(J)   **Normal Business Hours**: means 9.00 am to 6.00 pm London Time, each Business Day

(K)   **Outside Business Hours:** means any time which is not within Support Hours.

(L)   **Service Levels:** the service level responses and response times referred to in the Fault Support Table and the General Support Table.

(M)   **Service Level Breach Trigger**: means the Provider:

(i)   failing to meet a Service Level within the Service Level response time three times or more in any six-month period;

(ii)   being notified of such failure by the Customer; and

(iii)   failing to restore the Service Level within a 30-day period after such notification.

(N)   **Solution**: means either of the following outcomes:

(i)   correction of a Fault; or

(ii)   a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by the Provider) that is reasonably acceptable to the Customer.

(O)   **Support Hours:** 9:00 to 17:30 (GMT) on a Business Day, or such other times as may be agreed between the Provider and the Customer from time to time.

(P)   **Support Request:** request made by the Customer to the help desk by way of email, in-browser chat or phone call answered by the Provider for support in relation to the Software, including correction of a Fault.

(Q)   **Support Services:** maintenance of the then-current version or release of the Software, including General Support and Fault Support.

2   Uptime commitment and service credits

Uptime commitment

2.1   The Provider shall use commercially reasonable endeavours to make the Services available with an Uptime Percentage of at least 99.9% each Billing Period during the Term (the "**Service Level Commitment**"), except for:

(A)   planned maintenance that results in application down-time, carried out during the maintenance window of 2.00 am to 5.00 am UK time;

(B)   unscheduled essential maintenance performed outside Normal Business Hours, provided that the Provider has used reasonable endeavours to give the Customer at least 5 hours' notice in advance; and

(C)   Service interruptions caused by any Force Majeure Event.

2.2   The Provider shall, as part of the Services, provide the Customer with the Provider's customer support services in accordance with the Service Level as set out in this document and in accordance with the Provider's support services policy in effect at the time that the Services are provided.

2.3   Nothing in this document shall be construed to make the Provider a party to any Document processed through the Services, and the Provider makes no representation or warranty regarding the transactions sought to be effected by any Document.

Service Credits

2.4   To the extent that the Provider fails to meet the Service Level Commitment in any Billing Period during the Term, then the Customer shall be entitled to Service Credits which shall be applied in accordance with Clause 1.8. The amount of Service Credit is calculated by using the formula below:

Service Credit £ = (((a-b) x c) / 100) x d

where,

"a" is the Service Level Commitment (expressed as a number) below which Service Credits become payable;

"b" is the achieved Uptime Percentage (rounded down and expressed as a number) during the relevant Billing Period;

"c"= 3; and

"d" is the amount payable in respect of the Services during the relevant Billing Period in which the unavailability occurred.

2.5   In order to receive a Service Credit in respect of a Billing Period, the Customer must submit a claim to the Provider by emailing notices@avvoka.com. To be eligible, the credit request must be received by the Provider within 30 days of the expiry of the Billing Period in which the claimed unavailability occurred and must include: (i) the dates and times of each unavailability incident; and (ii) logs that document the errors and corroborate the claimed outage (the "**Credit Request**").

2.6   Within 45 days of the expiry of each Billing Period, the Provider shall:

(A)   evaluate the claims made by the Customer in such Billing Period; and

(B)   notify the Customer in writing of the outcome of its evaluation and, if applicable, the aggregate amount of Service Credit payable to the Customer in accordance with the formula set out in Clause 1.5.

2.7   Subject to Clauses 1.9, 1.10 and 1.11, where it is confirmed that pursuant to Clause 1.7 (B) that a Service Credit is payable to the Customer, an amount equal to such Service Credit shall be deducted from the Subscription Fees payable by the Customer in the Billing Period immediately following that in which the Service Credit was confirmed by the Provider.

2.8   Subject to Clause 1.11, Service Credits arising in a Billing Period shall only be available for deduction against the Billing Period immediately following that in which the relevant Credit Request was confirmed by the Provider and shall not accrue to any other Billing Period.

2.9   The maximum total Service Credit that the Customer shall be entitled to receive in respect of a Billing Period shall not exceed an amount equal to 25% of the Subscription Fees payable by the Customer during that Billing Period.

2.10   Where a Service Credit is payable to the Customer in respect of the final Billing Period of the Term, the Provider shall refund an amount equal to the Service Credit to the Customer within 30 days from the end of the Term.

Pre-estimation of loss

2.11   The Provider acknowledges and agrees that any Service Credit is a price adjustment reflecting the value (subscription cost) of any lost service caused by its failure to meet the Service Level Commitment. The Parties agree that the Service Credits are a reasonable method of price adjustment to reflect the Provider's poor performance.

Part 2 - Support Services

1   Support Services

1.1   Subject to Clauses 1.2 and 1.4, during the Term the Provider shall perform the Support Services during the Support Hours in accordance with the Service Levels.

1.2   The Provider shall not be held to be in breach of the Service Levels as a result of:

(A)   any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities that are not controlled by it, including the internet;

(B)   any Software provision to client-side computers that do not meet the Minimum Client Software Specifications; and

(C)   periods of planned software maintenance notified (through an in-software message, email or other means) to the Customer in advance of such maintenance;

1.3   As part of the Support Services, the Provider shall, pursuant to the Service Levels:

(A)   provide General Support and Fault Support by means of the following telephone number + 44 (0) 203 519 2237 (or such other telephone number as the Provider may inform the Customer of), when Provider Personnel or support staff are available by telephone, and via the e-mail address help@avvoka.com , during Support Hours;

(B)   provide technical support for the Software in accordance with the Service Levels.

1.4   During Outside Business Hours the Provider shall use its reasonable endeavours to respond to Support Requests of severity level 1 Faults as soon as is reasonably practicable, and to remedy business critical failures as soon as is reasonably practicable thereafter.

2   Submitting Support Requests and access

2.1   The Customer may request Support Services by way of a Support Request.

2.2   Each Support Request shall include a description of the problem and the start time of the incident.

2.3   The Customer shall provide the Provider with:

(A)   prompt notice of any Faults; and

(B)   such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Provider in writing) remote access to the Customer System, as are reasonably necessary to respond to the relevant Support Request.

3   Service Levels

3.1   The Provider shall respond to all Support Requests in accordance with the responses and response times specified in the Fault Support Table and the General Support Table.

3.2   The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

3.3   The Provider shall give the Customer regular updates of the nature and status of its efforts to correct any Fault.

4   Other remedies

If a Solution is not provided within the relevant Service Level response time, the Customer may escalate the Support Request to the parties' respective relationship managers identified below and then to their respective senior management.

Item 1

General Support Table

Support Level	Support type	Availability	Response time	Support remit	Escalation if unresolved
1	Webchat	Normal Business Hours	15 mins	1) Login issues 2) User accounts 3) Browser compatibility	Proceed to item 2
2	Phone	Normal Business Hours	15 mins	All queries, save for document templating	Proceed to item 3
3	Phone	Normal Business Hours	2 hours	Document templating and anything unresolved	N/A
Email		Normal Business Hours	1 hour	All queries	N/A

Item 2

Fault Support Table

Severity level of Fault	Definition	Service Level response and response time (excluding time spent waiting for Customer or user responses)
1	**Business Critical Failures**: An error in, or failure of, the Software that renders all, or substantially all, or the Software functionality unavailable without work-around.	**Level 1 Response:** Acknowledgment of receipt of a Support Request within 1 Business Hour. **Level 2 Response:** The Provider shall use commercially reasonable endeavours to remedy the Business Critical Failure within 4 hours of the Support Request.
2	**System Defect with Workaround**: a critical error in the Software that renders substantial parts of the software unavailable or inoperative without work-around.	**Level 1 Response:** Acknowledgment of receipt of a Support Request within 2 Business Hours. **Level 2 Response:** The Provider shall use commercially reasonable endeavours, within 1 Business Day after the Level 1 Response time has elapsed, to provide: • an emergency software fix or workaround; or • temporary release or update release, which allows the Customer to continue to use all functions of the Software in all material respects. **Level 3 Response:** The Provider shall provide a Solution as soon as practicable after the Provider's receipt of the Support Request.
3	**Minor Error:** An isolated or minor error in the Software that: does not significantly affect Software functionality; may disable only certain non-essential functions; or does not materially impact the Customer's business.	**Level 1 Response:** Acknowledgment of receipt of the Support Request within 24 hours. **Level 2 Response:** The Provider shall provide a Solution within 14 Business Days after the Level 1 Response time has elapsed.

Part 3
Description of the Software

The Software subscribed for under the relevant end-user licence terms are the Avvoka contract automation, negotiation and analytics platform, which is a cloud platform hosted, operated, managed and supported by the Provider that automates the drafting, approval, negotiation and analysis of legal documentation. Key features include, but are not limited to:

FUNCTION	DESCRIPTION
Automation & workflow	
Document on-boarder	Allow the User to automate a precedent legal contract using browser-based "visual" onboarding tools to build the automation
	A series of rights on the template can be configured to tailor access to the document
Workflow builder	Allow the Users to build on workflow scenarios on top of the automation. For example, custom sending sequences can be established, in addition to restriction on issuing the document to the counterparty where a certain condition is met
Document assembly	Allow for the assembly of an automated document (or multiple documents) from an online questionnaire, which can be answered by numerous individuals at once. Additionally, Users can mass-generate documents by uploading a system-extracted excel file
Collaboration & negotiation	
Internal collaboration	Invite colleagues to collaborate live on the same document version (including track-change amendments and internal bubble-commentary). Only Users with specified, registered accounts can access the document
External negotiation	Share the document with a counterparty to negotiate on the platform by trading document drafts
Document storage	
My documents portal	Store generated documents within the platform and create custom folders to aid navigation
E-signature	
E-signature	Electronically sign (and witness) documents generated on the platform
Analytics	
Document reporting	Produce a range of reports on: (i) User activity; (ii) template statistics; and (iii) mark-up activity