

SERVICE LEVEL AGREEMENT RELATING TO CLYX.NET APPLICATIONS

The following Service Level Agreement will apply to the Application being operated and supported by AtkinsRéalis.

- Agreement shall mean the agreement incorporating these conditions and any other documents agreed by both parties.
- Application shall mean a website, database, API or any other digital component under the control of AtkinsRéalis that is in scope of the Agreement.
- Client shall mean the party with whom the Agreement is made.
- Data Centre shall mean a sub-contracted service upon which the Application resides.
- System shall mean the digital infrastructures, networks, architectures, operating systems and Applications operated and / or developed by AtkinsRéalis that are relied upon to deliver the Agreement.
- SLA shall mean this document.
- AtkinsRéalis shall mean AtkinsRéalis Rail & Transit Ltd.
- User shall mean any person or system accessing the Application in an authorised manner.
- Working Day shall mean Monday to Friday 08:00 to 17:00 (UK local time) excluding English statutory holidays.

Ref.	Availability						
1.1	The Application will have an availability of 99.9% measured at our Data Centre per calendar month, which equates to ~40 minutes of unplanned downtime per calendar month.						
1.2	Planned System or Application maintenance does not impact upon the availability calculation.						
1.3	Users of the Application will be informed of planned Application or System maintenance (as well as the expected impact of the upgrade) at least 3 Working Days in advance through our established channels, wherever possible.						
1.4	Urgent maintenance will not require the 3 Working Day advance notification however consideration will be given to minimise the impact of the maintenance.						
1.5	Unless stated otherwise, planned Application or System maintenance will be undertaken within Working Days.						
1.6	<p>If the Application availability is not achieved in any one calendar month, the Client may request an equivalent credit in the Application license price for that month. The credit will be applied via the subsequent invoice. The following matrix identifies the value of the reduction, based upon the measured Application availability:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Measured Application Availability</th> <th>Reduction</th> </tr> </thead> <tbody> <tr> <td>Less than 99.9% but more than 99.0%</td> <td>5%</td> </tr> <tr> <td>Less than or equal to 99.0%.</td> <td>10%</td> </tr> </tbody> </table> <p>Please note that the overall reduction in the license fee cannot exceed 10% in any single calendar month.</p>	Measured Application Availability	Reduction	Less than 99.9% but more than 99.0%	5%	Less than or equal to 99.0%.	10%
Measured Application Availability	Reduction						
Less than 99.9% but more than 99.0%	5%						
Less than or equal to 99.0%.	10%						

Ref.	Resilience
2.1	The System is monitored 24 hours a day by the Data Centre. If an Infrastructure failure is detected that affects Application availability, then AtkinsRéalis will be informed within 1 hour of the failure.
2.2	The Application and Infrastructure will be protected by the Data Centre disaster recovery plan, which would be implemented by the Data Centre, if the event of a disaster scenario.
2.3	Automated checks will be performed at least every 5 minutes to ensure that the Application is still accessible via the internet, measured at our data Centre.
2.4	The System will be periodically updated with the latest security patches and relevant updates.

Ref.	Resilience
2.5	The Application database (if applicable) will be fully backed up every day with off-site retention comprising 4 weeks of these backups at the Data Centre.
2.6	The Application and any uploaded data files will be fully backed up every day with off-site retention comprising 4 weeks of these backups at the Data Centre.

Ref.	Helpdesk
3.1	AtkinsRéalis operates the online and telephone clyx helpdesk service that can help users with Application access and support issues such as but not limited to data errors, bugs and change requests.
3.2	The helpdesk is staffed by AtkinsRéalis during Working Days and is <u>not</u> staffed 24x7 as an 'out of office hours' helpdesk. A chatbot may be available to help guide users through simple, common queries 'out of office hours'.
3.3	Users can raise or update helpdesk calls 24x7 using the online clyx helpdesk.
3.4	In the event of a suspected or actual problem with the Application or Infrastructure, defined procedures will be applied by the Data Centre and AtkinsRéalis to identify the root cause and the corresponding solution. The solution will then be implemented by the Data Centre or AtkinsRéalis team member assigned to the helpdesk call.
3.5	An escalation process will be implemented (first, second and third line support) to ensure that the problem can be effectively resolved in a timely manner. These processes will apply regardless of the severity of the initial problem, how the problem was identified or who identified the problem.

Ref.	General Exclusions
4.1	For any Application incorporating a separate mobile app, this SLA does <u>not apply</u> to the Application mobile app. This is because the mobile device and its data network connectivity are outside of AtkinsRéalis's control.
4.2	This SLA does not apply to any third-party service outside of AtkinsRéalis's scope of supply.

Ref.	Application Specific
5.1	Due to the high volume of data being stored within certain Application databases, AtkinsRéalis reserves the right to periodically archive or delete data from the relevant database that is more than 12 months old to manage Application and Infrastructure performance [Diagnostyx, Energyx, TAS].
5.2	AtkinsRéalis shall liaise with agreed 3 rd party companies that have a direct system to system interface with the Application to inform them of any planned changes that may have an impact on them. AtkinsRéalis shall inform the 3 rd parties of the planned change at least 14 days (where practicable) before the implementation of the change.
5.3	The source code for certain Client owned Applications will be maintained in ESCROW at the Data Centre as agreed in their specific contracts.