

Effective start: June 12, 2023

BDQ

SERVICE LEVEL AGREEMENT (SUPPORT)

This SLA sets out BDQ's commitments in relation to the provision of the Support Services.

If BDQ is providing the Support Services to the Customer as an element of managed services under the General T&Cs, then this SLA will apply alongside the General T&Cs.

If BDQ is providing cloud or on-premises applications to the Customer under the EULA, then this SLA may, if agreed in the relevant Order, apply alongside the EULA – but see Clause 5.4 in relation to free-of-charge software and services and BDQ cloud or on-premises applications purchased or accessed by the Customer through a third party marketplace or distribution platform.

1. Definitions

1.1 In this SLA:

"**BDQ**" means Business Data Quality Limited, a company incorporated in England and Wales (registration number 04497196) having its registered office at Leytonstone House, 3 Hanbury Drive, Leytonstone, London E11 1GA;

"**Business Day**" means weekdays excluding bank and public holidays in England;

"**Customer**" means BDQ's customer for the Support Services identified in the Order;

"**EULA**" means the end user licence agreement of BDQ available at <http://www.bdq.cloud/legal/eula>, in the form current as at the date of the relevant Order, subject to variations in accordance with its terms;

"**General T&Cs**" means the general terms and conditions of BDQ available at <http://www.bdq.cloud/legal/general-terms-conditions>, in the form current as at the date of the relevant Order, subject to variations in accordance with their terms;

"**Order**" means a document signed or otherwise agreed by or on behalf of each of the parties setting out the particulars of the Support Services and the corresponding charges;

"**SLA**" means this service level agreement, as it may be updated from time to time in accordance with the General T&Cs or the EULA (as applicable);

"**Support Hours**" means 09:00 to 17:30 on a Business Day;

"**Support Services**" means the provision of support services to the Customer in relation to the Supported System, whether as an element of the managed services or otherwise, as defined more specifically in the Order; and

"**Supported System**" means the computer software system identified as such in the applicable Order.

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2. Helpdesk

- 2.1 BDQ shall make available to the Customer an online helpdesk.
- 2.2 The Customer may use the online helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the online helpdesk for any other purpose.
- 2.3 BDQ shall ensure that the online helpdesk is accessible by email and using BDQ's web-based ticketing system.
- 2.4 BDQ shall ensure that the helpdesk is operational and adequately staffed during Support Hours during the Term.
- 2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

- 3.1 Issues raised through the Support Services shall be classified by BDQ, acting reasonably, as critical, serious, moderate or minor, based upon the impact upon the Customer.
- 3.2 BDQ shall use all reasonable endeavours to respond to requests for Support Services promptly. BDQ shall aim to do so in accordance with the following table:

Classification	Target response time
Critical	1 hour
Serious	1 Support Hour
Moderate	2 Support Hours
Minor	1 Business Day

- 3.3 BDQ shall use reasonable endeavours promptly to resolve issues raised through the Support Services, taking into account the severity of the issue, but does not guarantee particular resolution times.

4. Service credits

- 4.1 If BDQ fails to meet the response times specified in the table in Clause 3.2, then the Customer shall be entitled to service credits as follows:

Number of failures in calendar month	Service credits*
Less than 3	0%
3 to 5	10%

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5 to 10	20%
More than 10	50%

*The service credit percentage shall be applied to the fees payable by the Customer to BDQ with respect to the provision of the Support Services during the relevant calendar month (such fees to be calculated by BDQ acting reasonably).

- 4.2 BDQ shall deduct an amount equal to the service credits due to the Customer under this Clause 4 from amounts invoiced in respect of the charges for the Support Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the service commitment, until such time as the service credits are exhausted.
- 4.3 Service credits shall be the sole remedy of the Customer in relation to any failure by BDQ to meet the response targets in Clause 3.2, except where the failure amounts to a material breach of:
- (a) this SLA; or
 - (b) the General T&Cs or the EULA (as applicable).
- 4.4 Upon the termination of the Order, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by BDQ in respect of Support Services following such termination.

5. Limits on Support Services

- 5.1 The Support Services shall where practicable be provided remotely, save to the extent that the parties agree otherwise in writing.
- 5.2 BDQ shall have no obligation to provide Support Services in respect of any issue caused by:
- (a) software, systems and services that are not expressly part of the Supported System;
 - (b) any software that forms part of the Supported System, is owned by a third party, and has ceased to be supported or maintained by or on behalf of that third party;
 - (c) improper use, incorrect use of or damage to the Supported System by any person or from any cause, other than any act or omission of BDQ or its agents;
 - (d) use of the Supported System in combination with any software, systems or services not approved or designated by BDQ for use with the Supported System, or any fault in any such software, systems or services;
 - (e) modifications of the Supported System code by any person other than BDQ or a person acting under BDQ's instructions; or the running or insertion of

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any custom code in the Supported System without the prior written approval of BDQ;

- (f) any breach of the Customer's obligations under this SLA, the General T&Cs or the EULA; or
- (g) any alteration of or maintenance to the Supported System, or other interference with the Supported System, by any third party engaged by the Customer.

5.3 Save where otherwise provided in this SLA, BDQ gives no warranty or other undertaking that all faults in or interruptions to the Supported System will be fixed, or that they will be fixed within a specified time.

5.4 For the avoidance of doubt, this SLA does not apply with respect to:

- (a) any software or services provided by BDQ on a free-of-charge basis (BDQ does not give any undertakings or guarantees in relation to the support of any such software and services); or
- (b) BDQ cloud applications purchased or accessed by the Customer through a third party marketplace or distribution platform (provisions relating to the support of such cloud applications are set out in the EULA).

6. Interpretation

6.1 In the event of any conflict between the General T&Cs and this SLA, the General T&Cs shall take precedence; and in the event of any conflict between the EULA and this SLA, the EULA shall take precedence.