

## SERVICE LEVEL AGREEMENT ('SLA')

Last updated 1 May 2023

### 1 Introduction

Keepabl provides Privacy Management Software as a SaaS solution, targeted at helping businesses comply with data protection law such as the UK and EU GDPR. Our customers are legal entities. The services are sold to business customers as B2B SaaS on a subscription basis.

Keepabl's application tech stack consists of best-in-class services, chosen for their regulatory compliance, technology lead, stability, and performance. Each is a global market leader, highly-used by private and usually also by public sector, providing a large pool of user-testers, ensuring that these services are high-performing with rapid bug identification and escalation.

As such, the availability of the Services benefits from the resilient architecture of these world-class Third Parties and the resilience of the Services themselves. However, issues may occur from time to time with any service and this SLA sets out the support that Keepabl provides for the Services. This SLA only applies when a Customer or Reseller has a valid contract with Keepabl, that contract is not suspended and no fees payable to Keepabl are more than seven (7) days outstanding.

### 2 Interpretation

Save for the definitions in this SLA, your contract shall take priority over this SLA in cases of conflict. References to a person includes a reference to a natural or legal person and that person's successors and permitted assigns; the singular includes the plural; the masculine includes the feminine and vice versa; **including** means 'including without limitation'; and **writing** means any legible, visible and permanent form including hand-written and printed documents, facsimile and electronic mail communications (including printed copies). The following definitions apply to this SLA:

**Affiliate** of a party means a person or entity that directly or indirectly controls, is controlled by, or is under common control with that party.

**Customer** means a person with a valid and subsisting Customer Agreement.

**Customer Agreement** means an agreement between (1) Keepabl or its Reseller, and (2) the person stated to be the customer in that agreement for the use of the Services by that person and their Users.

**DP Law** means any applicable law protecting the personal data of a natural person including the European General Data Protection Regulation 2016/679 ('**GDPR**'), the UK Data Protection Act 2018, the UK GDPR, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation amending or replacing the same.

**Force Majeure** means any circumstance not within the reasonable control of a party including any strike, labour dispute, war, riot, act of terrorism, act of God, breakdown or disruption to any computer or telecommunications system, and governmental action.

**Level 1 Support** means resolving simple support queries (often at the FAQ level) about how to use the Services.

**Level 2 Support** means resolving support queries that require a detailed understanding of the Services, including basic technical knowledge or access, and include support queries that have been escalated from Level 1 Support.

**Level 3 Support** means resolving support queries that require an advanced understanding of the Services, including advanced technical knowledge or access, and include support queries that have been escalated from Level 2 Support.

**Keepabl** means Keepabl Ltd of 86-90 Paul Street, London EC2A 4NE, incorporated in England, company # 11043685, VAT # 281 5220 22.

**Reseller Agreement** means a valid and subsisting contract between Keepabl and the Reseller for the Reseller to resell the Services.

**Services** means any services provided by Keepabl to Customers or Resellers.

**Support Hours** are from 09:00 to 17:00 in London, UK, from Monday to Friday excluding any UK bank or public holiday.

**Third Party** means a person that is not Keepabl or a Keepabl Affiliate.

**Third Party Service** means any Service that is proprietary to a Third Party, not Keepabl, that Keepabl resells to Resellers or Customers. For the avoidance of doubt, this does not include services (such as hosting services) that Keepabl uses to provide Keepabl's proprietary Services.

**User** means a person that the Customer allows to use the Services under their Customer Agreement.

### 3 Support Services

Where a Customer purchases Keepabl from Keepabl, Keepabl is the Customer's point of contact for all levels of support.

Where a Customer purchases Keepabl from a Reseller:

- The Reseller shall provide Level 1 Support and Level 2 Support. Keepabl shall support the Reseller, including providing Level 3 Support.
- Keepabl shall always support any Customer who contacts us (while referring them to their Reseller in future).
- For the avoidance of doubt, Keepabl's obligations are limited to product support and the Reseller is the only party that shall support the Customer in terms of advisory services.

This SLA does not apply to any Third Party Service, which shall be covered by any SLA provided by the relevant Third Party.

### 4 Support Queries & Communications

Unlimited support queries may be filed with Keepabl 24/7/365. Keepabl shall respond to and escalate support queries during Support Hours. Support queries received outside Support Hours shall be responded to at the start of the next Support Hours. Any provision of support outside Support Hours is at Keepabl's sole discretion. Keepabl's contact details for support are as follows:

<b>Name:</b>	Keepabl Support
<b>Email:</b>	support@keepabl.com
<b>Telephone #:</b>	+44 (0)20 3870 2636

Customers and Resellers shall notify Keepabl of their contact details for the purposes of this SLA, failing which they shall be the notice details under their respective agreement with Keepabl. Keepabl may communicate to the Customer or Reseller through such details or by making notices available online through Keepabl's website, the Services or support service.

### 5 Response & Resolution

Support queries shall be categorised by Keepabl as P1, P2, P3 or P4 problems (as defined below) and actioned according to this SLA. The Target Time to Respond and Target Time to Resolve is based on the severity of the severity of the problem. All time periods in this section are calculated during Support Hours only, shall pause at the end of the then-current Support Hours and restart at the start of the next Support Hours. Keepabl shall use reasonable care and skill to meet the service levels in this SLA, time not to be of the essence. No problem exists where the Services are functioning as intended.

**Target Time to Respond** means the target time it takes Keepabl to contact you with a first response.

**Target Time to Resolve** means the target time it takes Keepabl to resolve the problem. Resolution means that the problem is solved for the User, whether through a workaround, temporary fix or permanent fix.

**P1** means 100% unavailability of the Service for 100% of Users.

**P2** means a material impact on the ability for 100% of Users to use a material part of the Service, for example the inability to view Article 30 Records, the inability to create or edit an Activity or Breach Report and the inability to create, edit or delete Users.

**P3** means an impact that is not material but has a minor impact on use of the Services, for example the inability to filter Risk Map results or download a report.

**P4** means everything else, including minor bugs or issues that have no impact on the value delivered by or usability of the Services, feature requests and improvement suggestions.

Problem Levels & TTRs		
Problem Level	Target Time to Respond	Target Time to Resolve
P1	30 minutes	1 day
P2	4 hours	3 days
P3	8 hours	5 days

As soon as Keepabl has reasonable grounds to believe that the Target Time to Resolve for a support query is not likely to be met, Keepabl shall escalate the query to the appropriate level within Keepabl's support structure and update the Customer or Reseller (as appropriate) on progress every 2 hours for P1 problems and every 24 hours for P2 and P3 problems.

## 6 Maintenance

**Planned Maintenance** means maintenance of which Keepabl has given the Customer or Reseller (as appropriate) at least 24 hours' notice. Keepabl shall use its reasonable efforts to schedule planned maintenance during the hours of 23:00 and 07:00 in London, UK and to limit planned maintenance to 5 hours per calendar month.

**Unscheduled Maintenance** means maintenance other than Planned Maintenance. By its nature, this may not occur within the hours of 23:00 and 07:00 in London, UK.

## 7 Availability

**Availability** is expressed as a percentage and calculated as follows:

$$\text{Availability} = \frac{(\# \text{ minutes in a calendar month} - \# \text{ minutes a standalone Service is Unavailable})}{\# \text{ of minutes in a calendar month}} \times 100$$

**Unavailable** means that a P1 is in effect (other than for up to 5 hours of Planned Maintenance per calendar month).

Keepabl shall use reasonable care and skill to ensure that each standalone Service (other than a Third Party Service) achieves 99.5% Availability.

## 8 Confidentiality & Data Protection

Compliance with our obligations regarding confidential information and the protection of personal data is fundamental for Keepabl. The provision of support under this SLA shall at all times be subject to our compliance with our legal obligations under any applicable contract, obligation of confidentiality, DP Law and other legal obligation.

## 9 Exclusions

The provision of any service is dependent on Third Parties and may be affected by matters outside the control of the service provider. Keepabl shall have no liability to the Reseller or any Customer or User for failure to meet the service levels set out in this SLA to the extent due to or arising out of any of the following:

- planned maintenance of no more than 5 hours in any calendar month;
- use of any Service other than for its intended use;
- use of any Service other than with computer equipment, hardware, firmware or software that is not supported by Keepabl;
- use of the Services in any way that is contrary to any export law, DP Law or other law;
- any delay in providing or failure by any person other than Keepabl or a Keepabl Affiliate to provide any response or information to Keepabl reasonably required by Keepabl to carry out its obligations under this SLA;
- any act or omission of any Reseller, Customer or User contrary to the Reseller Agreement, the Customer Agreement or any Keepabl Customer Agreement;
- use of any Third Party Service; or
- Force Majeure.