On Premise Service Level Agreement

01 October 2020

1 Responsibilities

1.1 Setup & Go-live

1.1.1 Hardware

The Client has the responsibility of purchasing and provisioning (either physical or virtual) servers ("hardware") for the service to run upon. The expected specifications of these services shall be specified as an addendum to this agreement, in Appendix A.

The hardware should be dedicated to PassFort and not be shared with other teams, companies or applications.

The Client is responsible for the physical security of the hardware.

The Client will provide PassFort technical support administrator ("root") access to all hardware.

The Client is responsible for networking the hardware and providing access to the internet via an internet gateway and firewall.

The Client commits to providing PassFort with 24/7 virtual access to the hardware.

1.1.2 Installation of Infrastructure Software

Client should provide servers with Ubuntu 18.04 installed.

PassFort is responsible for the installation of all other software relevant to running the Enterprise Environment on the hardware.

1.1.3 Timelines

Delivery timelines can be found in Appendix B.

1.2 Maintenance

1.2.1 Hardware

The Client is responsible for the running of the hardware provided. This includes replacing any server which becomes unusable for any reason.

1.2.2 Infrastructure Software

PassFort is responsible for maintaining all software on the servers.

PassFort and the Client commit to running the latest version (i.e. the version(s) currently running in PassFort's cloud offering) of PassFort's services at all times.

1.3 Monitoring & Outages

1.3.1 Monitoring

PassFort commits to running monitoring systems within the Enterprise Environment, on the hardware. Monitoring systems includes (but is not limited to):

- Logging
- APM
- Metrics monitoring
- Alerting
- Tracing

PassFort's monitoring may forward some key service health & usage data to PassFort's internal systems. This metadata will not include any client personally identifiable information ("PII").

1.4 Usage & Configuration

1.4.1 Development Accounts

PassFort commits to providing the client with a development account within the PassFort Cloud Services for use while the Enterprise Environment is delivered.

PassFort will provide development accounts within the Enterprise Environment as it becomes available.

1.4.2 Migration of Cloud Configurations

PassFort will migrate any configuration from the development accounts in the PassFort Cloud Services to the Enterprise Environment, as reasonably required by the Client.

PassFort will not be able to migrate data from cloud development environments to the Enterprise Environment.

1.5 Security & Disaster Recovery

1.5.1 Physical Security

The Client is responsible for the physical security of all hardware.

1.5.2 Software Security

PassFort can be integrated with Palo Alto Network's Prisma Compute Edition (which PassFort leverages in it's cloud offering). This is not included in the PassFort service fees by default, but can be included as a bolt-on contract through PassFort.

The Enterprise Environment runs the same core applications as PassFort Cloud Services, and therefore benefits from PassFort Cloud's security programme. This includes vulnerability management, security assessments and penetration tests & static code analysis.

1.5.3 Resilience

PassFort can be configured to run with additional redundancy as described in Appendix C.

2 Issue Priority & Service Level Agreements for Outage Support

2.1 Priority Definitions

Level	Definitions	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.
- Deescalating the issue to a lower priority level.
- Providing a manual workaround.
- Referring issues to data providers.
- 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 8pm 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.

2.2.1 Priority Service Level Agreements

Level	Response Time	Update Frequency	Resolution Time	Goal %	Working Hours
P1	30 minutes	1 hour	6 hours	100%	24/7
P2	2 hours	4.5 hours	18 hours	100%	24/7
P3	4 hours	9 hours	45 hours	90%	9-6pm UK Mon-Fri
P4	9 hours	*Prioritised over Standard P4s*			

2.3 Contacting PassFort

A 24 UK phone number is provided for P1 and P2 issues from pre-defined contacts. Charges will be issued if this number is used for non P1/P2 issues.

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

3 Service Levels

3.1 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.

3.2 Processing Errors

The number of errors in each calendar month, defined as a 500 response to any request to PassFort systems (the "Defect Rate") during the term due to PassFort's Software or systems shall not exceed 0.5% of the total number of requests processed during such month. If the Defect Rate for any calendar month exceeds the applicable threshold, PassFort shall credit the Client for any costs, fees and expenses incurred by the Client in connection with such errors during the month, up to maximum of 33% of 1/12 of the annual fee each month.

3.3 API Response Time

The API response time for at least 95% of all transactions processed by PassFort as part of the Services, excluding any request that includes a call relating to Integrated Modules, during each calendar month shall be 1 second or less. If the API response time during any calendar month does not satisfy this requirement, PassFort shall credit the Client an amount equal to 5% of 1/12 of the annual fee for each such 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.

Appendix A - Server Requirements

To be agreed based on client requirements.

Appendix B – Timelines

To be agreed based on client requirements.