

# engagely.ai

**Service Level Agreement and Support Process - Engagely**

**Version 2.0**

---

**engagely.ai**  
by **exponentia.ai**

## 1. Interpretation

The following definitions and rules of interpretation apply in this schedule.

### 1.1 Definitions:

**CD:** Calendar Days are the ordinary Calendar Days, i.e., Monday through Sunday.

**Contact List:** a current list of Exponentia contacts and telephone numbers to enable the Customer to escalate its Support Requests, including:

- (a) the first person to contact; and
- (b) the persons in successively more qualified or experienced positions to provide the support sought.
- (c) Product: Conversational AI platform Engagely.ai

**Customer Cause:** any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Software by the Customer;
- (b) any use of the Software by the Customer in a manner inconsistent with the then-current Documents;
- (c) the use by the Customer of any hardware or software not provided by the Exponentia [or approved by the Exponentia in the Specification for use by the Customer in connection with the Software]; or
- (d) the use of a non-current version or release of the Software.

**Fault:** any failure of the Software to operate in all material respects in accordance with the Specification and Documents, including any failure or error referred to in the Service Level Table.

**Help Desk Support:** any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software.

**Higher-level Support:** any higher-level support provided by an individual on the Contact List.

**Main Agreement:** the agreement to which this schedule relates.

**Out-of-scope Services:** either of the following services:

- (a) any services provided by the Exponentia in connection with any apparent problem regarding the Software reasonably determined by the Exponentia not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Exponentia's control (including any investigational work resulting in such a determination); or
- (b) any Higher-level Support provided in the circumstances specified in paragraph 0.

**Service:** A Service is a specific, contractually defined duty.

**Service Levels:** the service level responses and response times referred to in the Service Level Table, set out in Table 1 - Service Levels of the respective Severity Level and Availability

**Service Level Table:** the table set out in paragraph 5.1.

**Availability:** The Availability is defined as the percentage of an agreed time period during which the Customer can use a Service without Incidents. The Availability of a Service is the Operating Time percentage during which a Service is available. The Unscheduled Downtime of a Service consists of the Restoration Times for Incidents with Severity Level 1 and 2 that occur during the Service Time of the relating Service.

#### Operating Time – Unplanned Downtime

$$\text{Availability in [\%]} = \frac{\text{Operating Time} - \text{Unplanned Downtime}}{\text{Operating Time}} \times 100$$

**Operating Time:** The Operating Time is defined as the time period during which the respective Service is in operation and in principle available for use by Customer, if no Incident occur. The Operating Time for all Service is 24 hours a day 7 days a week. Any Scheduled Downtimes limit the Operating Time.

**Unplanned Downtime:** An Unplanned Downtime is the time period within the Service Time during which a Service cannot be used due to an Incident that is classified with Severity Level 1 or 2. The duration of an Unplanned Downtime is equal to the Restoration Time of the Incident that caused the Unplanned Downtime.

**Restoration Time:** The Restoration Time is defined as the time interval between reporting and resolution of the Incident. The agreed functionality of the affected Service shall be restored within the Service Level for the Restoration Time.

**Planned Downtime:** Planned down time is the time period within Service Time during which Service is not available due to maintenance work. Time window for the maintenance work is to be mutually agreed between Exponentia and Customer in advance. If Planned Downtime is exceeding agreed time window, the Planned Downtime shall be immediately requalified as Unplanned Downtime.

**Incident:** Any unplanned interruption to the Service or reduction in the quality of the service.

**Service Time:** The Service Time is defined as the time period within which Exponentia provides its agreed Services in accordance with the agreed Service Levels. Incidents occurring in the respective Services are corrected as per the Service Time.

**Solution:** either of the following outcomes:

- (a) correction of a Fault; or
- (b) a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by Exponentia) that is reasonably acceptable to the Customer.

**Support Fees:** Please refer to commercial section in the main agreement

**Support Hours:** Seven days a week, 24 hours a day including Bank Holidays except Christmas Day and major India festivals such as Deewali and Holi.

All support activities will be performed offshore, and remote access shall be provided to Exponentia as and when required. In case of travel required for support activities, all out of pocket expenses such as travel, accommodation, daily allowances etc. shall be borne by the Client.

**Support Request:** request made by the Customer in accordance with this schedule for support in relation to the Software, including correction of a Fault.

**Support Services:** maintenance of the then-current version or release of the Software, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

**Service Availability Period:** The system shall be available for operations use for greater than or equal to 99.20% of the time. Any outages including Emergency maintenance will be measured as unavailability of services. Only exception will be the planned down time which should be advised to us well in advance meaning minimum of 7 Business Days.

- 1.2 All initial capitalised terms in this schedule shall have the meaning given to them in the Main Agreement.

## 2. Support Services

- 2.1 During the Support Period Exponentia shall perform the Support Services during the Support Hours in accordance with the Service Levels.

- 2.2 As part of the Support Services, the Exponentia shall:

- (a) provide Help Desk Support by means of the following e-mail address support@engagely.ai
- (b) commit appropriate resources to the provision of Higher-Level Support;
- (c) where Help Desk Support is not provided within the relevant Service Level response time and the Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
- (d) use Commercially Reasonable Efforts to correct all Faults notified under paragraph 4.4; and
- (e) provide technical support for the Software in accordance with the Service Levels.
- (f) ensure all software vulnerabilities reported by the customer are addressed and resolved within a target date without any additional cost;

2.3 Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.4 Exponentia may reasonably determine that any services are Out-of-scope Services. If the Exponentia makes any such determination, it shall promptly notify the Customer of that determination.

2.5 The Customer acknowledges that the Exponentia is not obliged to provide Out-of-scope Services.

### 3. Fees

3.1 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Support Period shall be included in the Support Fees.

3.2 The provision of Support Services outside the Support Period or at the Customer Site or the provision of Out-of-scope Services shall be charged for at the applicable time and materials rates set out in the main agreement document.

3.3 Mode of Payment

Support Fee, as mentioned in the main agreement, will be paid upfront annually.

### 4. Submitting Support Requests and access

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

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

4.3 The Customer shall provide Exponentia with:

4.4 prompt notice of any Faults; and

4.5 such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Exponentia in writing) remote access to the Customer System, as are reasonably necessary to assist the Exponentia to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

4.6 All Support Services shall be provided from Exponentia’s office.

4.7 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Exponentia direct access at the Customer Site to the Customer System and the Customer's files, equipment and personnel.

4.8 The Customer shall provide such access promptly, provided that the Exponentia complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to the Exponentia.

## 5. Service Levels

5.1 The Exponentia shall:

- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Table 1: Severity Level and Service Availability Period						
1	Help Desk	8*5				
2	Incident Handling	Severity Level	Service Availability Period	Response Time	Resolution Time	Measurement Period
		Critical	24*7	15min	2-4 hours	Quarterly
		High	24*7	30min	8 hours	Quarterly
		Medium	24*7	60min	3 CD	Quarterly
		Low	8*5	60min	4 CD	Quarterly

Severity level	Definition
Critical:	Service outage or a major application problem making it impossible to use the product or service by Customer or any issue impacting at least 80% of users.
Major:	An error in, or failure of, the Software that: a) materially impacts the operations of the Customer's business or marketability of its service or product or affect revenue and/or commercial impact to Customer or

	<p>b) prevents necessary work from being done; or</p> <p>c) disables major functions of the Software from being performed; or</p> <p>d) User(s) have no alternatives or workaround to undertake critical business functions; or</p> <p>e) Software is not available or only with serious reduction of performance leading to a serious impact to the business process; or</p> <p>f) Critical information / data cannot be processed or are corrupt; or</p> <p>g) any issue impacting at least 60% of the users</p>
Medium	<p>a) an error in the Software for which a work-around exists to be able to undertake critical business functions; or</p> <p>b) any issue impacting 25% or less users</p>
Low:	<p>An isolated or minor error in the Software that:</p> <p>a) does not significantly affect Software functionality;</p> <p>b) may disable only certain non-essential functions; or</p> <p>c) does not materially impact the Customer's business operation's &amp; performance; or</p> <p>d) any Service or Services have a minor impact on functions performed by Users;</p>

- 5.2 The Exponentia shall give the Customer regular updates of the nature and status of its efforts to correct any Fault and monthly reports as to achievement of Service Levels
- 5.3 Exponentia shall provide within three business days a dedicated and proper incident description, root cause analysis, corrective and preventive actions for all Severity 1, Severity 2 and Severity 3 incidents. The document to be send in PDF format with related signatures.
- 5.4 Exponentia shall provide a monthly service performance report to the Customer team and attend the regular service review meetings whenever required offshore.

## 6. 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 identified below:

<u>Support Head</u>	<u>2 business days</u>	<u>gaurav.jaiswal@exponentia.ai</u>
<u>Account Manager</u>	<u>3 business days</u>	<u></u>
<u>Product Head</u>	<u>5 business days</u>	<u>himanshu.chauhan@exponentia.ai</u>
<u>CEO</u>	<u>7 business days</u>	<u>rohit.mathur@exponentia.ai</u>

---

## 7. Changes to the policy

Subject to the terms of the Software agreement, Exponentia reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of Exponentia's Services.