

SERVICE LEVEL AGREEMENT ("SLA")**1.0 Support Services****1.1 TDS Responsibilities**

1.1.1 TDS shall provide the following Support Services to the Customer during the Term of the Agreement:

- Hardware Preventative Maintenance: Two (2) Goods health checks per annum performed by TDS engineering team, dependent on Customer requirements;
- Online Ticket Support Desk available weekdays from 09:00 – 17:00 (GMT);
- Unlimited onsite call-out visits for Goods breakdown and service repair;
- Customer Call Centre: Access to a dedicated direct phone line for immediate support or follow up on logged tickets; and
- Dedicated Customer Account Manager.

1.1.2 TDS shall provide Support Services for the current version of the Software and its two preceding versions only. Nothing in this SLA shall oblige TDS to support any preceding versions. In the event that Customer requires additional Support Services for older versions of the Software Services, such Support Services shall be provided at the discretion of TDS and shall be subject to additional cost to the Customer.

1.1.3 In the event that Hosted Software is being provided to the Customer, the monthly availability of the Hosted Software ("**Availability**") is as set out hereafter.

Availability
99.9%

Availability is calculated using the following formula:

$$\left(\frac{\text{(Total minutes per calendar month – Downtime)}}{\text{(Total minutes per calendar month)}} \right) \times 100 \geq 99.9\%$$

1.2 Exclusions

The following is a non-exhaustive list of services which are excluded from the Support Services (except where otherwise quoted and purchased by the Customer):

- Education, training, consultancy or implementation assistance associated with the Software Services or Goods, unless otherwise agreed between both parties;
- Programming services (except where necessary for the correction of an Incident);
- Re-installation of the Software following failure of the Goods due to use or actions of the Customer which caused such failure;
- Reinstallation of Goods;
- Reconditioning of, or replacement of Goods or components, where Goods (or their components) installed at Sites become obsolete, and the performance of the Support Services by TDS is no longer possible. TDS may source and seek to supply alternative Goods to the Customer, however these shall be supplied at an additional cost to Customer;
- Upgrades of the Software Services
- where the Software Services:
 - (i) have been modified or altered by anyone other than TDS; or
 - (ii) which have been combined, integrated, or bundled with goods or services:
 - (a) which are not supplied by TDS; or
 - (b) where TDS did not agree to combine, integrate, or bundle the Software Services with such goods or services;
- Repair or replacement of Goods which have been subject to:
 - (i) a force of nature (e.g. lightning strike);
 - (ii) power failure;
 - (iii) any Misuse;
 - (iv) normal wear and tear;
 - (v) cabling faults or issues; and
 - (vi) intentional or malicious damage.

1.3 **Customer Responsibilities**

- 1.3.1 Customer shall provide all personnel, materials and equipment, (except Goods specified to be provided by Vendor), plant, consumables, facilities and all other requirements, whether of a temporary or permanent nature.
- 1.3.2 Servers and infrastructure which are hosted by Customer, are maintained by Customer, and Customer is responsible for any required 3rd party operating systems / database / other software licenses. TDS supports and maintains the Software Services only.
- 1.3.3 Customer shall provide such information as TDS may reasonably request, in order to carry out the Services in a timely manner;
- 1.3.4 Except where otherwise agreed, population of TDS databases with Customer data is maintained by Customer via the API packages provided by Customer.
- 1.3.5 TDS shall provide Customer with an integration agent ("Interface"), which may be updated from time to time, designed to integrate Customer's Systems with the Application. Customer shall be solely responsible for maintaining the compatibility of their Systems with the Interface and maintaining connectivity between them.
- 1.3.6 Customer shall be responsible for coordinating with third-party providers of any element of their System to resolve all connectivity or integration issues that may arise in connection with the use of the Interface. Customer shall be responsible to provide support, troubleshooting, and/or maintenance required to resolve issues related to the interaction between Customers System and the Interface.

2.0 **Incident Logging**

2.1 **Incidents and Requests**

TDS shall provide Support Services through the Support Desk for the following:

- A **"Service Incident"** means any unplanned interruption to the Software Services or a reduction on the quality of the Software Services caused by TDS Goods and Software only. This can be caused by network, hardware, software including applications, or services processes.
- A **"Service Request"** means a formal request from the Customer for additional Service to be provided. Such Service request can be in relation to technical or business services and information. Requests will not be classified at a Priority above P3 and P4 and their urgency shall be determined by TDS on a case-by-case basis.

2.2 **Support Desk**

- 2.2.1 Incidents and Requests must be logged by Customer Authorised Support User only to the Support Desk using the Support Desk email (as provided below) or the TDS website. An Incident or Request will not be actioned by TDS unless it has been submitted through the appropriate channels and Customer personnel.

- Support Desk Email: Support.tds@acresecurity.com
- Phone No: +353 1 575 2650
- Website: <https://acresecurity.com/>

- 2.2.2 The Customer shall provide the following information, along with any additional information, where appropriate, that Customer feels will be beneficial to resolve the Incident/Request, when submitting a ticket to the Support Desk in the format outlined below:

Information Required	Detailed Description
Service Incident Priority Level (TDS reserve right to reassign)	
Customer Name	
Date of first occurrence:	
Description of the issue	
Full short screenshot of issue	
Reference No. / ID's No.	
Is this a repeat issue?	
If so, please provide previous ticket no's	
PC Name / IP Address	
How many Users are being affected?	
Has Customer tested in UAT environment?	

- 2.2.3 Each ticket raised shall be for one issue only. Should Customer be experiencing multiple issues concurrently, each shall be raised as a separate ticket

- 2.2.4 TDS will assign a 'Ticket Reference No.' to the Incident / Request and will contact the Customer in accordance with the relevant Response Times, as provided in Section 2.3, to assess the Incident or Request and endeavour to provide a Resolution.

2.3 Goods and Software Support Response

- 2.3.1 Software Support Services are provided via remote access by any agreed remote access service tool which TDS deems necessary (and has notified the Customer of such necessary service) for such access.
- 2.3.2 The Response Times in this Section 2.3 shall not apply where the Customer fails to provide, or unreasonably delays in providing:
- (i) complete and accurate information on the Incident / Request, as set-out in Section 2.2.2 above;
 - (ii) remote access to Customer network in accordance with Section 2.3.1 above;
 - (iii) failure of Customer network; or
 - (iv) access to Goods or Sites, as reasonably requested by TDS in order to provide the Support Services.
- 2.3.3 Support Fees in respect of Goods includes only the replacement or repair of defective parts or defective Goods which arise from manufacturers' defects in the Goods.

Table A – Response Time for Software Support

Service Incident Priority	Definition	Targeted Response Times	Updates Provided to Customer (if requested)	TDS Escalation (Escalation shall not apply to tickets classified as "Hold" or "Pending")
P1 (Critical impact)	- Software Services unavailable by any user. - Business critical Software Services inoperable.	TDS Premium / TDS Plus: 1 Hour (during Support Desk hours)	Hourly	- Escalated to TDS Software Support Manager if no resolution provided within 1 Business Day - Escalated to TDS Operations Director if no resolution provided within 3 Business Days
P2 (Significant impact)	- Partial loss of access to Software Services. - Business critical Software Services have been significantly affected but are still operable.	TDS Premium / TDS Plus: 4 Hours (during Support Desk hours)	Daily	- Escalated to TDS Software Support Manager and if no resolution provided within 2 Business Days. - Escalated to TDS Operations Director if no resolution provided within 5 Business Days
P3 (Minimal impact)	- Minor degradation of the performance of the Software Services. - Problem is reported in non-business critical Software Services causing minimal impact.	5 Business Days	Weekly	No set escalation shall apply for P3 or P4 Incidents and Requests. Shall be determined by TDS on a case by case basis.
P4 (No impact)	Problem in non-business critical Software Services, causing negligible or no business impact.	8 Business days	Monthly	No set escalation shall apply for P3 or P4 Incidents and Requests. Shall be determined by TDS on a case by case basis.

Table B – Response Time for Goods Support

Service Incident Priority	Product	Definition	Targeted Response Times	Updates Provided to Customer (if requested)	TDS Escalation
P1 (Critical impact)	Access Control	Access issue impacting entry or exit to building at multiple locations	TDS Premium / TDS Plus: 1 Hour (during Support Desk hours)	Hourly	- Escalated to TDS Customer Service Manager if no resolution provided within 1 Business Day - Escalated to TDS Operations Director if no resolution provided within 3 Business Days
	CCTV	- Multiple external camera failures - Server failure - Encoder failure			
	Visitor	Multiple kiosk power failures			

	Turnstiles	Critical failure not allowing entry			
	T&A	Multiple offline clocks			
P2 (Significant impact)	Access Control	- Access issue to critical area - Maglock loose from door frame	TDS Premium / TDS Plus: 2 Hours (during Support Desk hours)	Daily	- Escalated to TDS Customer Service Manager if no resolution provided within 2 Business Days - Escalated to TDS Operations Director if no resolution provided within 5 Business Days
	CCTV	- Internal Camera failure in critical area - Data pay-back issue - Multiple internal camera failures			
	Visitor	- Kiosk freezing - Printer not working			
	Turnstiles	Speed single lane not allowing entry			
	T&A	Clocking data not pulling through but clock online			
P3 (Minimal impact)	Access Control	- Single door access issue - Loss of communications to a controller - Internal door failure with no manual lock (non-critical area)	1 Business Day	Weekly	No set escalation shall apply for P3 and P4 Incidents and Requests. Shall be determined by TDS on a case by case basis.
	CCTV	- Single camera failure (non-critical area) - Single camera functionality failure			
	Visitor	Visitor system is running slow			
	Turnstiles	- Speed gate issue (single person not getting access) - General fault			
	T&A	- Single clock power issue - Clock offline saying "Thank You"			
P4 (No impact)	Access Control	- Modification request. - Remote access set up request	5 Business days	Monthly	No set escalation shall apply for P3 and P4 Incidents and Requests. Shall be determined by TDS on a case by case basis.
	CCTV	Camera change request naming convention / IP change			
	Visitor	Kiosk configuration request			
	Turnstiles	Naming convention / IP Change			
	T&A	Change request			

2.3.4.1 Where the Customer purchases and seeks Support Services during Extended Support Hours, Priority 1 Incidents may be logged and shall be subject to the Response and Resolution Times during Extended Support Hours. All other levels of Priority (2, 3 and 4) shall be subject to the Response and Resolution Times during Normal Working Hours.

3.0 Return Material Authorisation (RMA) Process

3.1 General

3.1.1 Except where explicitly agreed otherwise with TDS, where any Goods require repair during the Term, such repairs shall be on a 'return to base' method meaning the Customer shall ship such Goods to TDS premises for repair. The Customer is prohibited from carrying out any repairs or interfering with the Goods in any way.

3.1.2 The Customer shall pay all applicable costs for such repairs except where the fault is as a result of manufacturer's defect during the Warranty Period.

- 3.1.3 An RMA must be logged by Customer to the Support Desk using the Support Desk email (as provided below). An RMA will not be actioned by TDS unless it has been submitted through the appropriate channels.

Email: Support.tds@acresecurity.com

- 3.1.4 Product warranty repair/replacements of TDS product purchases are only permitted for defective or non-working product, which may be established via product troubleshooting with the Support Desk.
- 3.1.5 In cases of established product failure for products Customer purchased directly from TDS, the Support Desk will provide a Ticket No. to provide customer service or to submit in an RMA form.
- 3.1.6 If a Customer returns a product to TDS, and TDS determines the product is in working condition or NIF (No issue Found) then no compensation for the cost of the unit will be provided by TDS to Customer under the product warranty.
- 3.1.7 If a returned product contains parts that are no longer available or repairable, TDS will contact the Customer to discuss resolution and return of the material.

3.2 Request for RMA

- 3.2.1 Before Customer can return any Goods to TDS, Customer must obtain an RMA number. This applies to all Goods returns, including but not limited to, warranty repair/replacements, non-warranty repairs, advance replacements, and credit returns.
- 3.2.2 To obtain an RMA, Customer shall contact TDS through the appropriate channels as outlined in Section 3.1.3 above and provide the following information:
- Customer Account No.# (required for all RMA requests)
 - Original Purchase Order No.#
 - New PO No.# (required for repair requests)
 - Part No.#
 - Serial No.# (when applicable)
 - Reason for return
 - Ticket No.#
- 3.2.3 If the original PO is not provided purchase time period cannot be validated for a return subject to a time limit, no RMA will be provided, and the return will be declined.

3.3 Packaging

- 3.3.1 Customer shall ensure that the Goods are properly packed, secured and labelled in accordance with accepted industry practice and to meet TDS requirements as may be advised by TDS Customer Support.
- 3.3.2 Protecting the value of returned products by packaging and shipping them correctly is the Customer's responsibility. TDS reserves the right to deny warranty coverage for any damage caused by failing to meet the following packaging requirements:
- All electronic components must be taped and/or contained in their original electrostatic protective packaging or an equivalent substitute.
 - All parts must be packed securely inside the external shipping carton to prevent mechanical or other damage.
 - External packaging must be sufficient to protect the contents from the usual hazards of shipping.
 - Returned products should be addressed to the correct legal entity name set forth in the RMA.

3.4 Freight

- 3.4.1 All products must be returned freight prepaid within thirty (30) days of obtaining the relevant RMA. TDS reserves the right to cancel the RMA after thirty (30) days. If Customer fails to return the product within thirty (30) days, please contact Customer Service for a new RMA.
- 3.4.2 The risk of loss for products being returned to TDS remains with Customer until received by TDS at the TDS location designated in the RMA.
- 3.4.3 Customer shall be responsible for compliance with all laws and regulations related to shipping any products to TDS, including without limitation, laws and regulations related to the shipment of regulated or hazardous materials, to the extent applicable. Customer agrees to indemnify TDS from all losses and liabilities to TDS arising out of Customer's failure to comply with applicable laws and regulations related to shipping.
- 3.4.5 TDS shall not accept unauthorised returns or freight collect / COD returns. TDS shall return these to Customer at Customer expense.

4.0 Non-Warranty Repairs

- 4.1 Customer shall be charged for all repairs and shipping costs for Goods that are not within the product warranty period provided by the manufacturer or that are not under the manufacturer's warranty. For all such non-warranty repairs, TDS will provide a repair estimate that includes charges for parts, labour (in half-hour increments) and shipping.
- 4.2 Products receiving non-warranty repairs are granted an extended warranty of ninety (90) calendar days from the date of shipment from TDS back to Customer following the non-warranty repair.
- 4.3 TDS reserves the right to replace any product under warranty with new, refurbished or remanufactured product or to refund the purchase price.

5.0 Advance Replacement

- 5.1 No returns for Advance Replacement will be accepted unless Customer has obtained a Ticket No. as described in Section 3 above.
- 5.2 Advance Replacement products will be replaced with refurbished, remanufactured or new products at TDS 's sole discretion and carry a full original equipment warranty.
- 5.3 TDS may send Advance Replacement product to replace defective equipment that has failed upon initial install for up to 365 days.
- 5.4 TDS shall evaluate the returned product to determine whether it is a warranty or non-warranty replacement and bill Customer accordingly. TDS shall invoice Advance Replacements at shipment and credit Customer upon receipt of the defective product; provided, however, that if TDS determine that the returned product is in good working order or that performance issues were due to improper installation, misuse, abuse, or other user-related causes, TDS shall issue no credit and Customer shall remain responsible for paying the invoice. TDS shall return such product to Customer at Customer expense.

Note: Advance replacement is not available for custom, special or nonstandard products as determined in TDS 's sole discretion.

6.0 Refurbished B-stock Products

TDS occasionally offers select products for sale as B-stock - units that have been used in the field and refurbished. B-stock products are covered by different warranty conditions and durations than new products. Refurbished products come with a one-year limited warranty.

7.0 Credit Returns

- 7.1 No returns for credit or refund will be accepted unless Customer has secured an RMA, as described above in Section 3.
- 7.2 TDS will refund or credit new, standard production items that are unused and in the original unopened shipping cartons for a period of thirty (30) days from the original date of shipment.
- 7.3 Any returned product is subject to a twenty-five percent (25%) restocking fee if the Customer request comes more than thirty (30) days after the original ship date. Returns for refund or credit beyond thirty (30) days from original shipment date will be denied.
- 7.4 Products purchased as part of a kit must be returned in their entirety (i.e. the entire kit must be returned, not separate parts) to receive refund or credit.
- 7.5 Refunds or credits are not available for bespoke, custom, special or nonstandard products developed specifically for the Customer.
- 7.6 Customer must use credit within one year of the date of issue.
- 7.7 All returns are subject to TDS inspection and approval.
- 7.8 Product returned for credit must be in the factory sealed packaging to qualify for credit.

8.0 Service Level Credits

- 8.1 The Customer will be entitled, as its sole and exclusive remedy and at the Customer's request, to Service Credits in respect of the Hosted Software only, as set out in the table below. Service Credits shall only apply where Availability is not met and where Downtime causes a business critical impact.

Month	Percentage credit of the monthly subscription fee for the affected Hosted Software
First Month	0% - The parties shall meet to discuss possible corrective actions
Second Month (in 6-month period)	10%
Third Month (in 6-month period)	20%
Fourth Month (in 6-month period)	30%
Fifth Month (in 6-month period)	40%
Sixth Month (in 6-month period)	50%

- 8.2 All entitlements to Service Credits shall be calculated and determined by TDS. All assessments by TDS are final unless the Customer can evidence such assessments are incorrect.
- 8.3 Customer must request Service Credits in writing no later than fourteen (14) days after the end of the affected calendar month.
- 8.4 Customer shall not be entitled to Service Credits in respect of Goods or On-Premise Software.

9.0 Backup Procedure and Disaster Recovery

- 9.1 The TDS backup procedures and disaster recovery objectives as they relate to the Software Services are set out in the table below. For the purpose of this Section 9, N = the disaster event.

Disaster Recovery Event	Description	Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
Local – Disaster within the Data Centre	Local component failure or corruption of data requiring recovery and roll forward	N-1minute	N-1minute
Extra-Ordinary – Data Centre failure / Disaster	Disaster affecting all technical components in the data centre or entire data centre	N-1minute	N-1minute

10.0 Definitions

“Applications” means the computer software program(s) in executable code or any separate part thereof, any source code, and the supporting documentation of such software to be provided by TDS to the Customer under this Agreement (as designated in the Proposal) - including but not limited to: TDS Visitor Management; Access Control; Student Attendance; and/or Time and Attendance systems for which a license to use may be purchased by the Customer under this Agreement.

“Authorised Support User” means a Customer employee who is permitted to contact TDS in relation to support requests and who has been trained on the TDS Applications for which they initiate support requests, through the Support Desk in accordance with the SLA.

“Downtime” means the total unplanned outage of the Hosted Software calculated in minutes during a calendar month (causing business critical impact to the operations of the Customer), as calculated by TDS.

Downtime shall not include:

- (i) modification or alteration of the Services or Goods performed by TDS at the Customer's request, or by the Customer or an authorised representative of the Customer;
- (ii) any period of Maintenance; or
- (iii) a failure not attributable to TDS or the Hosted Software, including but not limited to faults or issues attributable to the Customer's equipment, software or network.

Downtime ends when the Failure in the Hosted Software is effectively resolved by TDS.

“Failure” means the non-performance or failure of the Hosted Software which may cause an Incident.

“Hosted Software” means the Applications provided under the Agreement which are hosted by TDS.

“Incident” means an event which arises due to a fault that the Customer reports to TDS via the Support Desk.

“Maintenance” means any scheduled and/or emergency maintenance carried out on the Software Services from time to time.

“Misuse” means any use of the Goods which is contradictory to TDS (or manufacturer) recommendations for optimal use or any relevant directions contained in the documentation.

“Normal Working Hours” means Monday to Friday between 09:00 – 17:00GMT, excluding Irish public holidays.

“On-Premise Software” means the Applications provided under the Agreement which are hosted by the Customer on its IT infrastructure.

“Preventative Maintenance” means the annual physical and visual inspection of the Goods by TDS.

“Priority” means the severity of an Incident which is assigned by TDS once the Customer logs an Incident through the Support Desk.

“Resolution” means the solution to an Incident as determined by TDS. This may include but shall not be limited to a repair, bypass or other reasonable resolution and **“Resolved”** shall be construed accordingly.

“Response Time” means the elapsed period from the time the Incident was logged by the Customer (and Priority assigned by the Support Desk), until the Incident is responded to by the Support Desk.

“Request” means a request that the Customer logs with TDS via the Support Desk.

“Service Credits” means the percentage discount applied to the fees payable by the Customer in a calendar month where the Availability of Hosted Software is not met. Such Service Credits will be in accordance with the table in Section 8 of this SLA.

“Services” means the services to be delivered by TDS including the Software Services and the Support Services, and Services means any of the Services (or any part of them).

“Software Services” means the Applications provided to the Customer during the Term as designated in the Order Form which for the avoidance of doubt shall be hosted by TDS and **“Software”** shall be construed accordingly.

“Support Desk” means the online information and support desk provided by TDS, which the Customer reports Incidents to: Support.tds@acresecurity.com

“Support Hours” means the hours in which TDS shall support the Software Services and Goods, including but not limited to Normal Working Hours and where applicable, Extended Support Hours. The following shall be excluded from Support Hours, regardless of Normal Working Hours or Extended Support Hours: New Year’s Day, Christmas Day and Irish public holidays.

“Support Services” means the maintenance and support services provided in respect of the Software Services and Goods during the Term as set out in the SLA.

“System” means a system provided by a third-party that the Customer uses in the course of their business operations which TDS may agree to integrate the Software Services with.

“Update” means updates of the Software which are designed primarily to remedy defects or correct bugs (or problems) which affect the performance of the Software Services and are provided at no additional cost to the Customer.

“Upgrade” means a new version of the Software which extends functionality, incorporates enhancements and improvements in performance and reliability. Upgrades shall be provided at TDS then current pricing. TDS shall provide Support Services in respect of N-2 only (where N=current version for the purpose of this definition).