

SERVICE LEVEL AGREEMENT (“SLA”)

The purpose of this SLA is to outline how TDS supports and maintains the Software Services and Goods. All capitalised terms outlined in this SLA shall have the same meaning as set forth in the Agreement, unless stated otherwise.

Nothing in this SLA shall oblige TDS to provide any Support Services other than as set out herein. In the event that additional Support Services are required by the Customer, such services shall be provided at the discretion of TDS and shall be subject to additional cost to the Customer.

1. 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:

- Online Ticket Support Desk available weekdays from 09:00 – 17:00 (GMT);
- 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:

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

2. 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.

2.3.4 Remote access is required to ensure TDS can meet the Response and Resolution Times as set out in this SLA and for the provision of the Support Services. In no event shall TDS be liable for failure of the Customer's network.

2.3.5 Support Services may be provided at the Customer's site as agreed with TDS, subject to additional fees and TDS shall not be obliged to attend the Customer premises for the provision of the Support Services.

TDS shall not be liable for any failure to meet the Response and Resolution Times if such non-compliance occurs.

3. RESPONSE AND RESOLUTION TIMES.

3.1. TDS shall endeavour to resolve Incidents reported by the Customer to the Support Desk during the Support Hours in accordance with the table set out below.

Software Services:

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	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.

	significantly affected but are still operable.			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.

Goods:

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			

- 3.2. 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.

4. DATA

- 4.1. Encryption of Data at Rest: The Personal Data within the Software Services is encrypted. TDS relies on the Advanced Encryption Standard (AES) algorithm with a key size of 256-bits. The Personal Data stored on the underlying storage, the automated backups, read replicas, and snapshots, all become encrypted within the Software Services.
- 4.2. Encryption of Data in Transit: User traffic to and from the Software Services is protected by HTTPS with Transport Layer Security (TLS 1.2). This secures network traffic from passive eavesdropping, active tampering, or forgery of messages. TDS has also implemented proactive security procedures such as perimeter defence and network intrusion prevention systems. Vulnerability assessments and penetration testing of the TDS network infrastructure, application and systems infrastructure are conducted and evaluated on a regular basis by both internal TDS resources and external third-party vendors.

5. SERVICE CREDITS

- 5.1 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%

- 5.2 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.
- 5.3 Customer must request Service Credits in writing no later than fourteen (14) days after the end of the affected calendar month.
- 5.4 Customer shall not be entitled to Service Credits in respect of Goods or On-Premise Software.

6. BACKUP PROCEDURE AND DISASTER RECOVERY

- 6.1 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

7. CUSTOMER RESPONSIBILITIES

- 7.1 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.
- 7.2 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.
- 7.3 Customer shall provide such information as TDS may reasonably request, in order to carry out the Services in a timely manner;
- 7.4 Except where otherwise agreed, population of TDS databases with Customer data is maintained by Customer via the API packages provided by Customer.
- 7.5 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.
- 7.6 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

8. 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.

9. 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.

"Extended Support Hours" means the hours outside of Normal Working Hours in which TDS support the Software Services and Goods in respect of Priority 1 Incidents: Monday – Friday 17:00 – 09:00GMT; Saturday and Sunday. Such support shall be provided where the Customer has selected and paid all related fees for such extended support.

"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).