

STANDARD SERVICES AGREEMENT

between

<Client>

AND

4Tech Limited (Trading as Riela Tech)

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This managed services agreement (the "**Service Agreement**") is made on [] between:

- I. **4Tech Limited (Trading As Riela Tech)**, a company incorporated in the Isle of Man, registered number 131912C. under the Companies Acts of 1931 to 2004 (Isle of Man), having its registered office and principal place of business at 1st Floor, 34 Hope Street, Douglas, Isle of Man, IM1 1AP. (hereinafter "**Riela**"); and
- II. **<Client>**, a company incorporated in <Client registered country>, and having its registered office at <Client registered address>. (hereinafter, the "**Client**")

WHEREAS;

- A. Riela provides IT, consultancy and support services to companies, yachts, crew and other clients who require high quality managed IT solutions and service;

And,

- B. The Client wishes to acquire from Riela access to the Infrastructure and Related Services, and Riela is willing, subject to the terms and conditions of this Service Agreement to provide such services to the Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. SERVICE AGREEMENT SUMMARY

1.1 Purpose

The Client requests ongoing support and management of their IT services via Riela.

This Service Agreement defines support agreement levels and terms and conditions by which they will be delivered, and the related contractual obligations of both the Client and Riela.

1.2 Definitions

In this Service Agreement, except where the context otherwise requires, the following definitions shall apply:

Affiliated Company; in relation to Riela within this contract means; (i) 4 Tech Ltd, trading as "Riela Tech" (ii) any sister company providing ancillary services.

Client; means the corporate entity or private individual on behalf of which this Service Agreement or any related Service Order was signed.

Cyber Security;	means a systematic risk-based approach defining organisational processes, responsibilities, and governance to treat risk associated with cyber threats to the vessel and crew and protect them from cyber-attacks.
Cyber Threat Management;	Means the process of assessing the System for malicious traffic using (i) network detection technology, (ii) proprietary threat intelligence and (iii) remote analyst reviews, triage & investigation of threats; together with, where relevant, related services.
Confidential Information;	includes all business, financial and operational information, and/or the Parties' wider activities, either marked as confidential or which ought reasonably to be regarded as such, which may be or may have been disclosed to the other either under or pursuant to this Service Agreement or the signed Service Order.
Infrastructure;	means the onboard IT and AV infrastructure
Initial Fees;	means the total of the fee elements described in Schedule F as Initial Fees in addition to any other Initial Fees described and agreed between the Parties in any additional Service Orders for addition of services conducted in accordance with this Service Agreement;
Intellectual Property Rights;	means (a) copyright, software, inventions, patents, database rights and rights in trademarks, designs, know-how and Confidential Information (whether registered or unregistered); (b) applications for registration. and the right to apply for registration, for any of these rights: and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
Notification Tickets;	means tickets generated within Riela Systems as a result of the Related Services.
Party;	means the Client or Riela, together referred to herein as the "Parties"
Recurring Fees;	means the total of the fee elements described in Schedule F as Recurring Fees in addition to any other recurring fees described and agreed between the Parties in any additional Service Orders for addition of services conducted in accordance with this Service Agreement;
Related Services;	means the Related Services described in Schedule A or on the signed Service Order, and in addition to any other Related Services described and agreed between the Parties in any additional Service Orders for addition of services conducted in accordance with this Service Agreement;

SOC;	Security Operations Centre (SOC) means the combined staff and function provided by the Supplier at one or more locations by which security monitoring and management is performed on behalf of the Client by the Supplier pursuant to the relevant services
Service Agreement;	means the terms and conditions set out in this main Service Agreement, any of its schedules and any signed Service Order, as amended from time to time in accordance with this Service Agreement.
Service Order;	means any signed service order accepted by Riela making reference to this Service Agreement, for delivery of products and services, as amended from time to time in accordance with this Service Agreement.
Solution;	means the Related Services, and any other services described herein or on any signed Service Order.
Standard Business Hours;	means Monday to Friday 8am-5.30pm GMT or BST as applicable, excluding statutory holidays.
Subsidiary Company;	means the same as defined in the Companies Act 1974 (act of Tynwald).

2. INTERPRETATION

- 2.1. Unless expressly stated otherwise, the following rules of interpretation will apply in this Service Agreement.
 - 2.1.1 Words in the singular, include the plural and vice versa;
 - 2.1.2 Headings used in this Service Agreement are for ease of reference only and will not affect the interpretation of this Service Agreement;
 - 2.1.3 References to Clauses, Sections and Schedules are, unless the context otherwise requires, to clauses and schedules of this Service Agreement and Sections to the Schedules to this Service Agreement;
 - 2.1.4 References to a statute or a statutory provision, include a reference to that statute or statutory provision as from time to time modified or re-enacted; and
 - 2.1.5 References to persons shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity.
- 2.2. In the event of any inconsistency between the main terms of this Service Agreement and the terms of any Schedule or Service Order, the main terms of this Service Agreement shall take priority.

3. SERVICES

- 3.1 Riela will provide products and services in accordance with Schedule A and any subsequently agreed and signed Service Order.
- 3.2 Riela will perform the Consultancy Services in accordance with Schedule B and any signed Service Order.
- 3.3 Riela grants the Client, and the Client buys from Riela, access to and use of the environment from where any private hosted services are provided.
- 3.4 The standard services made available by Riela may include:
 - a. Cyber security professional services;
 - b. Cyber risk assessments;
 - c. Cyber security training services;
 - d. Security Operations Centre;
 - e. External vulnerability scanning;
 - f. Internal vulnerability scanning;
 - g. Penetration testing;
 - h. Social engineered end user testing;
 - i. Ransomware protection;
 - j. Dark web monitoring
 - k. Red Team attack simulation / testing / competition;
 - l. DNS Filtering;
 - m. Advanced Data Loss Prevention;
 - n. Secure Network Design and Deployment;
 - o. Endpoint Management;
 - p. Infrastructure as a Service;
 - q. Software, and software as a service;
 - r. Virtual Private Servers and virtual customer containers;
 - s. Hosted services such as MS Exchange, either dedicated (private) or multi tenanted;
 - t. Connectivity and bandwidth provision;
 - u. Remote access; and
 - v. Consultancy and support services.

As well as any other services as more fully described in a signed Service Order or in the Schedules hereto.

4. SERVICE AGREEMENT TERMS

4.1 Obligations of Riela

- 4.1.1 Riela will ensure properly trained staff are in place to support and maintain all aspects of the Solution.
- 4.1.2 Riela will ensure provision of the service levels defined in Schedule C.
- 4.1.3 Riela will purchase applications and services from third party vendors as and when necessary, in order to implement and supply the Solution.

- 4.1.4 All third party vendors will be contracted with defined service levels. Where specific expert support from third party vendors is necessary the service levels contracted from those vendors will supersede those defined herein.
- 4.1.5 Riela shall obtain and maintain in force during the Term and Renewal Period any and all licenses, authorisations and permits which may be required of Riela to offer the Solution, including complying with licensing agreements and applicable laws and regulations.
- 4.1.6 Riela will ensure that it shall maintain all licenses, authorisations and permits as required herein.

4.2 Obligations of the Client

- 4.2.1 The Client shall be responsible to pay fees as set out on the Service Order or in Schedule F and pursuant to Clause 3.
- 4.2.2 The Client shall comply with all conditions imposed on Client under this Service Agreement.

5. FEES

5.1 Overview

- 5.1.1 All invoices shall be issued and paid in Pounds Sterling.
- 5.1.2 By entering into this Service Agreement, the Client is committed to paying the Fees for the Term or any Renewal Period.
- 5.1.3 All sums payable under this Service Agreement are exclusive of any Value Added Tax (VAT) or other taxes or duties levied on such sums and, subject to receipt of a valid VAT invoice, the Client undertakes to pay and indemnify Riela in respect of any such VAT or other tax or other duty properly chargeable to the Client by Riela.
- 5.1.4 The fees will be reviewed annually, taking into consideration the UK CPI.

5.2 Terms of Payment

- 5.2.1 The Recurring Fees are due and payable in advance on the last banking day of the month.
- 5.2.2 All other Fees are due and payable upon the issuing of an invoice to the Client.
- 5.2.3 Late payment fees bear interest as of and from their due date at 2% per month.

6. TERM OF THE SERVICE AGREEMENT

6.1 Overview

- 6.1.1 The term of this Service Agreement is for a minimum of 1 year (the “**Term**”) starting as of the date of execution of this Service Agreement or the date of Execution of any signed Service Order. Where the Term applied to individual or services stated on any Service Order differs from the Term herein, the Term stated on the Service Order takes

precedence. Where more than one Service Agreement or Service Order has been signed, the Term applies separately to those agreements or service orders. In the event the Term is renewed in accordance with the provisions herein, the renewal period (“**Renewal Period**”) shall be considered as part of the Term.

6.1.2 The Service Agreement shall automatically renew at the end of the Term unless the Client notifies Riela in writing at least three months before the end of the Term or Renewal Period that the Client does not wish to extend the Term.

6.2 Termination

6.2.1 Either Party may terminate this Service Agreement at any time if the other Party materially breaches this Service Agreement and fails to cure that breach within 90 days of receipt of notification of such breach.

6.2.2 Either Party may terminate this Service Agreement with immediate effect by written notice to the other Party if the other Party ceases to trade (either in whole, or as to any part involved in the performance of this Service Agreement), or becomes insolvent, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, is unable to pay its debts when due, or any order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) under the laws applicable to that Party.

6.2.3 The Client acknowledges and agrees that if events occur giving a right to Riela to serve notice of termination, the Client shall be required to pay all outstanding charges for services received up to the termination date and the balance of the Recurring Fees from the termination date to the end of the Term or any Renewal Period.

6.2.4 Should the Client terminate services, other than pursuant to Clauses 2.6.a or 2.6.b, prior to the end of the Term and or any Renewal Periods, the Client shall be required to pay all outstanding charges for services received up to the termination date and the balance of the minimum monthly Recurring Fees from the termination date to the end of the Term or any Renewal Periods.

6.2.5 Should the Client terminate services for any reason within the Term of any product or service, the Client shall be required to pay all outstanding charges for services received up to the termination date and the balance of the monthly Recurring Fees of the Term.

7. INFORMATION AND CONFIDENTIALITY

Each Party shall treat as confidential, and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall treat as confidential, the terms and conditions of this Service Agreement, as well as all data, summaries, rates, reports or information of all kinds and all other Confidential Information relating in any manner to the business or affairs of the other Party which it may receive in connection with this Service Agreement, and shall not

(and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall not) disclose or use such information other than strictly for the purposes of this Service Agreement.

8. DATA PROTECTION

- 8.1 Both parties acknowledge their respective duties under the applicable data protection legislation, and hereby undertake to comply with their obligations and duties under such legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under such legislation.
- 8.2 The Client acknowledges that Riela may, in the course of performing its obligations under this Service Agreement, process “personal data” in accordance with the relevant legislation. In so far as such personal data is obtained from the Client, the Client consents and undertakes to procure that any relevant data subjects consent, to such processing by Riela.
- 8.3 The Parties shall at all times ensure that appropriate technical and organisational security measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.

9. INDEMNITIES AND LIABILITIES

- 9.1 Subject to the liabilities described herein, the Client shall fully indemnify, defend and hold harmless Riela and its officers, directors, employees, agents, successors and assigns from and against any and all costs, actions, claims, damages or losses whatsoever arising from or in connection with or based on any claim of the following:
 - a) the fraud or dishonesty of any Client’ personnel or subcontractors;
 - b) any claim that any Client’ product or the Client’s Confidential Information or Client’s Intellectual Property Rights. or the use, reproduction or exploitation of any of the same infringes a third party’s rights. including third party Intellectual Property Rights or rights in respect of Confidential Information;
 - c) Client’s breach of any terms or obligations or warranties under this Service Agreement;
 - d) a breach by the Client of any Statute or Regulation applicable to the Client.
 - e) Any breach of duty by the Client.
- 9.2 Neither Party shall be liable:
 - a) for any breach of its obligations under this Service Agreement resulting from a force majeure or acts of God including, without limitation, acts of war, acts of terrorism, civil uprising, acts of civil disobedience, natural catastrophes and accidents beyond their control; nor
 - b) for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits, lost revenues, loss of goodwill, loss of data or interference with business) whether or not caused by the acts of omissions or negligence of its employees or agents and regardless of whether such Party has been informed of the possibility of the likelihood of such damages.

- 9.3 The Client agree to hold harmless and indemnify Riela and its subsidiaries, affiliates, officers, agents, directors, managers, employees, and successors from any claims, losses, damages, suits, demands, liabilities, judgments, litigation costs and attorneys' fees arising from or in any way related to the Client's use of the Solution, the Client's breach of any of any of the Client's obligations under this Service Agreement, or the Client's violation of any applicable laws or regulations.
- 9.4 Notwithstanding Clause 9.5, nothing in this Service Agreement shall hold Riela liable for any amount greater than one year of net Recurring Fees.
- 9.5 However, nothing in this Service Agreement limits or excludes the liability of either Party to the other in respect of:
- a) death or injury to persons caused by its negligence: or
 - b) any other liability which cannot by law be limited or excluded.

10. LAW AND ARBITRATION

- 10.1 This Service Agreement will be governed and interpreted according to English Law.
- 10.2 Any dispute between the parties arising out of or relating to this Service Agreement will be resolved as provided in this Clause 10.
- 10.3 Informal Dispute Resolution: The parties will use their reasonable endeavours to resolve any dispute under this Service Agreement informally as provided for in this Clause. In the event that the Parties are unable to resolve a dispute:
- a) upon the written request of a Party, each Party will appoint a senior designated representative who does not devote substantially all of his or her time to performance under this Service Agreement, whose task it will be to meet for the purpose of endeavouring to resolve such dispute;
 - b) the designated representatives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the Parties believe to be appropriate and germane in connection with its resolution and in any case shall use their reasonable endeavours to resolve the dispute within ninety (90) days of the date of the first notice under this Clause 2.10. The representatives will discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding; and
 - c) the specific form for the discussions will be left to the discretion of the designated representatives.

10.4 Arbitration.

In the event that the Parties are unable to resolve a dispute by the application of the informal dispute resolution procedures set out above, the Parties shall resolve any dispute arising out of or in connection with this Service Agreement, or any alleged breach thereof, by binding arbitration in London according to the London Maritime Arbitrators Association (the "LMAA") Terms in effect at the commencement of the arbitration. The Parties will appoint three arbitrators as follows: each Party shall appoint an arbitrator, and the two arbitrators so

appointed will jointly appoint a third arbitrator. If one Party appoints its arbitrator and the other Party fails to appoint an arbitrator within fifteen (15) days after receiving notice of the first arbitrator's appointment, the first arbitrator will act as sole arbitrator and his decision will be binding as if issued by a panel of three arbitrators. If the two arbitrators appointed by the Parties fail to appoint a third arbitrator within fifteen (15) days after the appointment of the second arbitrator, either Party may request that the President of the LMAA appoint the third arbitrator. The decision of the arbitrators or any two of them, if a panel of three arbitrators, or the sole arbitrator, as the case may be, will be final and binding on the Parties and may be enforced by any court of competent jurisdiction.

11. THIRD PARTY RIGHTS

Nothing in this Service Agreement shall be deemed to grant any rights or benefits to any person other than the Parties, their respective successors in title or assignees, or entitle any third party to enforce any provision hereof and the Parties do not otherwise intend that any term of the Service Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 2001.

12. NO PARTNERSHIP

Nothing in this Service Agreement, and no action taken under this Service Agreement, shall create a partnership or establish a relationship of principal and agent between any of the Parties or otherwise authorise any Party to bind any other Party for any purpose.

13. NO TRANSFER

This Service Agreement, and the provision of the services is personal to the Client. The Client will have no right to assign, transfer or novate any part of this Service Agreement to another party without the prior written consent of Riela.

14. GENERAL CONDITIONS

14.1 Any communication in connection with this Service Agreement must be in writing and unless otherwise stated, may be given in person, by fax, or by email, or post at the address stated herein for the Parties set out above or such other address as may be notified by the Party in accordance with this provision.

14.2 Except as provided herein, any communication in connection with this Service Agreement will be deemed to be given as follows:

- a) if delivered in person at the time of delivery; and
- b) if posted three days after being deposited in the post, postage prepaid, in a correctly addressed envelope.

14.3 The Client cannot sub-licence, assign or resell any of the services provided under this Service Agreement, without the prior written consent of Riela.

14.4 Riela may assign its rights under this Service Agreement to an Affiliated Company.

14.5 The Schedules hereto form an integral part of this Service Agreement.

14.6 Any Service Order hereto forms an integral part of this Service Agreement.

14.7 If any provision of this Service Agreement shall be held to be illegal, invalid or unenforceable, the enforceability of the remainder of this Service Agreement shall not be affected.

14.8 This Service Agreement may be executed in counterparts, and it shall not be necessary that each counterpart be signed by each Party hereto so long as each Party shall have duly executed and delivered a counterpart.

IN WITNESS WHEREOF Riela and the Client have executed this Service Agreement as of the day and the year first above written.

Signatures:

For the Client

Name:

Date:

For Riela

Name:

Date:

SCHEDULE A: RELATED SERVICES

Related Services will include all implementation and ongoing support as defined in this schedule. Further Related Services can be added whilst the Service Agreement is in force by written or emailed agreement, or by execution of a Service Order with reference to this Service Agreement.

Client: _____

Riela: _____

SCHEDULE B: CONSULTANCY AND SUPPORT SERVICES

Further Consultancy and Support Services can be added whilst the Service Agreement is in force by written or emailed agreement or Service Order with reference to this Service Agreement.

1. CONSULTANCY

Riela will subcontract all and any work it deems necessary to related companies and/or hire suitable to third party contractors. Those related companies and contractors to be assessed and managed by Riela and obligated under the Schedule C of this Service Agreement.

The consultancy services will be provided pursuant to the Schedule C and the Schedule D of this Service Agreement or on any relevant Service Order.

2. SUPPORT

Where support services are not included as Related Services, they will be provided using reasonable endeavours and charged at Riela’s standard rate, unless otherwise specified in Schedule D or any Service Order, or agreed between the Parties in writing.

Client: _____

Riela: _____

SCHEDULE C: LEVELS OF SERVICE

1. SUPPORT SERVICES

i. Support Desk

All requests for support services should be submitted via Riela’s Support Desk by emailing support@riela-group.com with full details of the issue. The subject line of the email must contain a label for the issue that is easily discernible.

ii. Error correction

Where the Client identifies an issue with the Solution, Riela shall work with the Client to understand the issue and identify the root cause. Riela and the Client will provide all assistance reasonably necessary to enable resolution of the issue.

iii. Report creation, modification, and customisation

Riela will upon request use reasonable endeavours to create, or make any necessary changes to, standard reports attached to the Solution.

iv. Additional Service or Change Requests

Each request for new service or change must be made by written request giving a full and detailed explanation of the changes and modifications required, along with the target date for delivery. Riela will review each request, confirm understanding of the request with the Client, and supply the Client with a cost and timeline for implementation.

2. INCIDENT CLASSIFICATION

i. Incident Urgency (Categories of Urgency)

Category	Description
High	<ul style="list-style-type: none"> • A significant elevated breach of the environment has or is occurring. • Persistent frequent malicious breach attempts. • Malicious data egress is underway or has been attempted. • The damage caused by the Incident increases rapidly. • Work that cannot be completed by staff is highly time sensitive. • A minor incident can be prevented from becoming a major incident by acting immediately. • Several users with VIP status are affected.
Medium	<ul style="list-style-type: none"> • An unelevated breach of a single part of the environment has occurred • A malicious targeted breach attempt or targeted attack vector • The damage caused by the Incident increases considerably over time. • A single user with VIP status is affected.
Low	<ul style="list-style-type: none"> • Opportunistic attack vectors (such as phishing) • The damage caused by the Incident only marginally increases over time. • Work that cannot be completed by staff is not time sensitive.

ii. Incident Impact (Categories of Impact)

Category	Description
High	<ul style="list-style-type: none"> • Significant Client data or sensitive data breach • Significant loss of access to data • Significant loss of availability of Client’s Network • Significant increase of security risk to Client’s Network • A large number of staff are affected and/or not able to do their job. • A large number of customers are affected and/or acutely disadvantaged in some way. • The financial impact of the Incident is (for example) likely to exceed £100,000. • The damage to the reputation of the business is likely to be high. • Someone has been injured.
Medium	<ul style="list-style-type: none"> • Loss of access to data on a single end user device • Medium increase in security risk to Client’s Network • A moderate number of staff are affected and/or not able to do their job properly. • A moderate number of customers are affected and/or inconvenienced in some way. • The financial impact of the Incident is (for example) likely to exceed £1,000 but will not be more than £100,000. • The damage to the reputation of the business is likely to be moderate.
Low	<ul style="list-style-type: none"> • Minor increase in security risk to Client’s Network • A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. • A minimal number of customers are affected and/or inconvenienced but not in a significant way. • The financial impact of the Incident is (for example) likely to be less than £1,000. • The damage to the reputation of the business is likely to be minimal.

iii. Priority Classification Matrix

Once we have determined what impact and urgency an Incident has, we can then use a matrix to classify the priority of the call.

		Impact		
		H	M	L
Urgency	H	P1	P2	P3
	M	P2	P3	P4
	L	P3	P4	P5

3. RESPONSE TIMES

The response time measures how long it takes for Riela to respond to an Incident or support request.

Riela is deemed to have responded when it has replied to the Client’s initial request (other than the initial auto-response) or identified the Incident. This maybe in the form of

immediate remedial action, an email or telephone call, to either provide a solution or request further information.

Response times depend on the severity of the issue which are shown in the table below:

Priority levels and maximum response times				
P1	P2	P3	P4	P5
60 mins	120 mins	360 mins	1 day	2 days

Automatically detected P1 and P2 events will result in emergency alerts. Otherwise, times are measured during working hours. For instance, if an issue is reported at 5:00pm with a response time of 120 mins, Riela has until 10:00am the following day to respond.

4. PRIORITY LEVELS

The severity levels shown in the table above are defined by Riela's published Priority Classification Guidelines

5. RESOLUTIONS

- i. Security Incident - Mean Time To Contain (MTTC)
During a P1 or P2 security related Incident Riela will use best endeavours to keep the MTTC as short as possible.
- ii. Resolution time

Riela will use reasonable endeavours to resolve problems as swiftly as possible, and will aim to, where the resolution or workaround is within Riela's control, either provide a workaround or resolve the issue within the following timescales:

Priority levels and maximum resolution times				
P1	P2	P3	P4	P5
180 mins	360 mins	2 days	7 days	21 days

Where the resolution or workaround is not fully within Riela's control, Riela shall use reasonable endeavours to bring it under our full control and work with relevant 3rd Parties to achieve the same.

The P1 and P2 resolution times above are extended by three (3) hours when the problem is identified outside of Riela's Standard Business Hours

- iii. Resolution process

On receipt of a P1 or P2 error report, Riela will assign one engineer, who will contact the Client and request access to the system in order to assess the error and will report to the Client what has caused the error and actions required to allow the error to be resolved or worked around.

For P1 or P2 Incidents, 30 minutes after the system has been made available, if the error has not been identified by the single engineer, the call will be escalated internally and Riela's senior support staff will be made available to co-ordinate the situation, this

will include regular updates by telephone or email explaining the actions that are being carried out to not only identify the error, but to give an estimate on the solution and time scale involved.

6. SUPPLIER RESPONSIBILITIES

- i. Riela will provide and maintain the Solution used by the Client.
- ii. Riela will use all reasonable endeavours to keep the Solution available to the
- iii. Client with minimal interruption to the Client's key business activity.
- iv. Riela will respond to support requests within timescales listed in herein.
- v. Riela will take steps to escalate and resolve issues as described herein.
- vi. Riela will maintain good communications with the Client at all times.
- vii. Riela will hold technology steering meetings from time to time, with the Client,
- viii. to discuss possible and planned evolution of the Solution.
- ix. Riela will install new versions, patches, or upgrades to the Solution. Riela may
- x. ask the Client to approve these on the system. Any changes will be noted, and if added to the system, recorded in Riela's change management system.
- xi. Riela will make every effort to keep the Solution current and up to date in terms
- xii. of the operating systems and Related Service application versions.
- xiii. Riela will take responsibility for third party vendor relationships during problem
- xiv. diagnostic situations.
- xv. Riela is responsible for the distribution of all installed patched supported
- xvi. software components.

7. RESPONSIBILITIES OF THE CLIENT

- i. Riela requires the Client to use the versions of third party products that are
- ii. embedded in the Solution and that upgrades, patches, and new releases of such third party products are only implemented by Riela.
- iii. Riela is not responsible for program malfunctions that result from the Client upgrading to new versions or releases of any products without the direction of Riela.
- iv. In requesting addition of a new service to the Solution or a substantial change
- v. to existing Solution, the Client must request a meeting between Riela senior engineering staff or management and appropriately knowledgeable Client staff members, to properly and completely capture the Client requirements for the service or change. Such requirements should be documented in advance by the Client and will be updated by Riela on completion of the requirements capture. The documentation to be approved by both Parties and recorded in the Support Desk system.
- vi. The Client agrees to maintain a good understanding of their Solution and
- vii. attend any appropriate Riela meetings and training sessions.
- viii. The Client agrees to maintain adequate internal support resources to provide
- ix. proper and complete responses to assist Riela in supporting the Related Services.
- x. The Client agrees to a weekly maintenance window of one hour during which
- xi. the Infrastructure or Related Services may not be available due to essential infrastructure maintenance. The exact timing of this window to be agreed on a case by case basis between the Parties to this Service Agreement.
- xii. In the case of P1 and P2 issues, the Client must provide a contact person and

- xiii. their contact details who will be available during business hours to assist with on-site information gathering and resolution testing. Failure to provide this contact person may hamper the resolution of issues and in some cases may mean that the priority of the Client's issues are downgraded for the purposes of Resolution Times.
- xiv. In the event that Riela support personnel are unable to connect to the Client's
- xv. Solution due to Client connectivity or other Client attributable issue the support clock will be stopped until the preventing issue has been removed.

Client: _____

Riela: _____

SCHEDULE D: RATES AND FEES

1. RECURRING FEES

Services	Delivery	Chargeable Unit	Qty	Price £/month
	In accordance with Schedule A			

2. ADDITIONAL CONSULTANCY AND SUPPORT SERVICES

The minimum chargeable time unit for response is 15 minutes pro-rata with the day rate. All travel and reasonable expenses will be recharged to the Client at cost. All costs are exclusive of VAT which will be charged at the applicable rate. All consultancy and support time, other than described as part of the Related Services, will be charged according to the following:

All Consultancy and Support during office hours	£ 120.00	per hour
All Consultancy and Support outside of office hours	£ 150.00	per hour
Incident Response services	£1,500.00	per day

Where Rates and Fees are agreed on a related Service Order, those Rates and Fees take precedence over, but inherit the terms within, this Schedule.

Riela reserves the right to increase fees where underlying costs have materially changed or in line with common UK price indices.

Client: _____

Riela: _____