

Service Level Agreement (SLA) for Customer by Speech Processing Solutions UK Ltd.

Effective Date: 10-01-2021

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between SPS and the End-Customer (Customer) for the provisioning of IT services required to support and sustain the software products SpeechExec / SpeechExec Pro / SpeechExec Enterprise / SpeechLive.

This SLA is made available to the Customer by (SPS), acting as a Subcontractor on behalf of the SPS certified Distribution partner (Contractor). Both parties, the Customer and the Contractor are defined in detail on the corresponding SLA order form which refers to this Service Level Agreement.

The Contractor shall provide the latest version of this SLA to the Customer with every related offer.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider(s): Speech Processing Solutions UK Ltd. (“Subcontractor”)

SPS certified Distribution Partner. (“Contractor”)

IT Customer(s): End-Customer (“Customer”)

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Speech Processing Solutions UK Ltd

Review Period: Bi-Yearly (6 months)

Previous Review Date: 5th July 2021

Next Review Date: 1/2/2022

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Monitored email support.
- Remote assistance using GoToAssist, TeamViewer or Microsoft Teams.
- Planned or Emergency Onsite assistance (extra costs apply)

5.2 Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

5.3 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- SPS will report to the SPS Certified Distribution partner when a support service has been completed.
- The SPS Certified Distribution partner will then invoice the Customer.
- Payments to be made by the Customer at the agreed interval and rate.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

5.4 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.

5.5 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

5.6 Term of Agreement

The term of the Agreement (the “Term”) will begin and end on the date as indicated on the SLA order form, subject to earlier termination as provided in this Agreement. The Term may be extended through a new SLA order.

Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

5.7 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- **Email support:** Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
 - Exclusive of public holidays – support is not offered during public holidays. Emails will still be collected and actioned on the next working day.
 - Christmas/New Year shutdown – support is not offered between Christmas and New year when the business is closed (23rd Dec. till first working day of the new year). Emails will be collected but no action can be guaranteed until the first working day after New Year’s Day.

5.8 Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

- 4 hours (during business hours) for issues classified as **Urgent** priority.

- Within 6 hours for issues classified as **High** priority.
- Within 8 hours for issues classified as **Normal** priority.
- Within 40 hours for issues classified as **Low** priority.
- **If there has been a configuration change (IT refresh or Server swap out for example) that has resulted in the application nonfunctional / displaying error message or exhibiting erratic behavior, then this would not be covered under the support agreement and would be chargeable work.**

Error Severity	Initial Response Goal	Activity	Resolution Method
Urgent	4 hours (during business hours)	Continuous effort during business hours	Patch/work around
High	6 hours (during business hours)	Continuous effort during business hours	Patch/work around
Normal	8 hours (during business hours)	Continuous effort during business hours	Patch/work around
Low	40 hours (during business hours)	Continuous effort during business hours	Patch/work around

Remote assistance will be provided in-line with the above timescale's dependent on the priority of the support request.

For Support services purchased that cover a time of span of more than 1 day (e.g. a 12 month support contract) support tickets can be logged via the Speech Processing Solution Zendesk portal (www.support.speech.com). A log in will be provided to the Customer IT Admin in order to log tickets. Relevant information to ensure that your request can be processed as efficiently as possible would be required. Included but not limited to: Philips software version or hardware model you require assistance with, any Philips SpeechLive account numbers or license keys.

6. Version Support Policy

6.1 Prior Software Versions. SPS will support the SPS Software in accordance with its then-current SPS Software Availability and Support Policy. In order to ensure uninterrupted Support Services, Company shall ensure that Company is using a supported version of the SPS Software in accordance with such policy.

6.2 Operating Environment. Company will be responsible for ensuring that the particular release specified for the system software (such as operating system, firmware or utilities) is being used. SPS may suspend Support Services until the necessary system software is installed. Company's obligation to pay fees for the then-current M&S Period will not be affected by such suspension.

7. Indemnification

7.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying part, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. The indemnification will survive the termination of this Agreement.

8. Confidentiality

8.1 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could unreasonably be expected to cause harm to the Client.

8.2 The Company agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Company has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

8.3 All written and oral information and material disclosed or provided by the Client to the Company under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Company.

9. No Exclusivity

9.1 The Parties acknowledge that this Agreement Is non-exclusive and that either Party will be free, during and after the Term, to engage or contract third parties for the provision of services similar to this service.

10. Ownership of Intellectual Property

10.1 All Intellectual property and related materials (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

10.2 Title copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the SPS.

11. Capacity/Independent Contractor

11.1 In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an Independent Contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

12. Right of Substitution

12.1 Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of Services.

12.2 In the event that the Contractor hires a Sub-Contractor:

- The Contractor will pay the Sub-Contractor for it's services and the Compensation will remain payable by the Client to the Contractor
- For the purposes of the indemnification clause of this Agreement, the Sub-Contractor is an agent of the Contractor.

13. Autonomy

13.1 Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods and decision making in relation to the provision of Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to reasonable needs and concerns of the Client.

15. Modification of Agreement

15.1 Any amendment or modification to this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. Assignment

16.1 The Contractor will not voluntarily, or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

17. Enurement

17.1 This agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

18. Governing Law

18.1 This Agreement will be governed by and construed in accordance with the laws of the United Kingdom

19. Severability

19.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.