



Service Level Agreement

Version 02 12/12/2023

This service level agreement ("**Service Level Agreement**" or "**SLA**") is provided by Peak AI Limited ("**Peak**", "**we**", "**us**" or "**our**") to our customers ("**you**" or "**your**") in relation to your access to our Artificial Intelligence platform ("**Platform**") and any other Services which we may provide to you, each of which is governed by: (i) an order form; and (ii) the Licensing Agreement (collectively, "**the Agreement**").

Any defined terms used in this Service Level Agreement shall have the same meaning given to them in the Agreement, unless the context requires otherwise.

1. DEFINITIONS AND INTERPRETATION

In this Service Level Agreement, the following words and expressions have the following meanings:

"Critical Unscheduled Maintenance"	maintenance which is not Qualified Scheduled Maintenance but is required in the event of an emergency or time critical matter relating to the Platform which is, or is reasonably likely to, adversely impact Users and/or their use of the Software ¹
"Downtime"	any time during which the Platform is not available (see paragraph 2.3)
"Excusable Downtime"	Downtime resulting from any of the causes set out in paragraph 6
"Incident"	has the meaning set out in paragraph 3.1
"Non-Excusable Downtime"	all Downtime other than Excusable Downtime
"Platform Availability"	is expressed as a percentage and calculated by the formula $(T - D) / T$ where: "T" means the total number of minutes in the respective calendar month; and "D" means the total number of minutes of Non-Excusable Downtime in the respective month
"Qualified Scheduled Maintenance"	scheduled maintenance between 6.00 pm and 10.00 pm (UK local time) on the fourth Wednesday of each month, or any other time for which we provide you with at least four (4) weeks' notice, such time period not to exceed more than four (4) hours in a calendar month

¹ Peak shall use all reasonable and commercial endeavours to provide at least 24 hours' notice prior to any Critical Unscheduled Maintenance.



“Support Hours”	those support hours designated in your contracted Support Tier, as outlined in Appendix A at Table 1
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2. MEASUREMENT OF PLATFORM AVAILABILITY

2.1 We will use reasonable efforts to maintain Platform Availability of 99.95%.

2.2 You will notify us as soon as practicable upon becoming aware of any Downtime in the Platform.

2.3 The Platform Availability will, by default, be determined by reference to your ability to log in to the Platform.

3. INCIDENT DEFINITION

3.1 You shall report any issue or problem with the Platform (“**Incident**”) to us through one of the methods outlined in the Peak Support Guide at [Appendix B](#).

3.2 Incidents will be categorised by us, in our reasonable opinion at the time each Incident is reported, in accordance with the ‘Incident Severity Descriptions’ at Table 2 in [Appendix A](#). We may subsequently change the priority of an Incident, if it is reasonable to do so.

3.3 When acknowledging the Incident, we will assign an Incident number which you must quote in all related communications thereafter.

4. YOUR RESPONSIBILITIES IN RELATION TO THE SLA

You agree to comply with the following obligations:

4.1 Before reporting a problem to us, you shall perform first level problem determination to confirm that the problem experienced by you is not connected with your applications or local area network.

4.2 If you are unable to confirm the root cause or determine that the problem is related to the Platform, we require as a prerequisite, a sufficient description of the problem in order to properly conduct troubleshooting. To that end, you must report:

4.2.1 when the problem started;

4.2.2 a description of the symptoms; and

4.2.3 any other pertinent information related to the problem.

4.3 You agree to provide all reasonable assistance to cooperate with our personnel during the troubleshooting.

4.4 You agree to notify us (as soon as practicable after becoming aware) if the Incident is solved or if the Incident has been located on hardware/software which we have not provided.

5. EXCUSABLE DOWNTIME

5.1 Qualified Scheduled Maintenance;

5.2 Critical Unscheduled Maintenance;

- 5.3 Force Majeure Events and viruses;
- 5.4 improper use (including use otherwise than in accordance with this SLA and the Agreement) or changes to the Software made by you or any of your Group Companies;
- 5.5 any act or omission (including negligence or wilful misconduct) by you or any of your Group Companies or any person for whom you are responsible which prevents us from providing you access to the Platform;
- 5.6 Incidents caused by work, changes or alterations which you have made, or caused by your abuse, negligence, malicious acts or omissions or fraud by your Representatives;
- 5.7 your request that we postpone troubleshooting;
- 5.8 your failure to comply with "Your responsibilities in relation to the SLA" as outlined in paragraph 4 above which results in a time delay;
- 5.9 the failure of equipment, telecommunications systems, hardware or software that is not provided by us; and/or
- 5.10 disconnection or suspension of the Platform by us pursuant to a right to do so under the Agreement.

6. **SERVICE ADD-ONS, INTEGRATION, IMPLEMENTATION AND MAINTENANCE**

- 6.1 This paragraph 6 shall apply if and to the extent that we provide you with any Service Add-Ons under an Order Form, or any other Services which may relate to ingestion of or access to your Customer Data, integration, implementation and maintenance of the Platform and Peak Applications.

6.2 **General Services Delivery**

- 6.2.1 We shall use our reasonable skill and care in providing any Deliverables and performing the Services and will do so in accordance with this Service Level Agreement.
- 6.2.2 You shall deploy appropriately skilled and qualified personnel in the performance of your obligations required to provide you with our Services and any Deliverables, and provide us with timely input, direction, assistance and cooperation as we may require to provide such Services and any Deliverables.
- 6.2.3 Any timescales or milestones provided in respect of the Services and any Deliverables are indicative and for guidance only, and are our good faith estimates as to when such Services or any Deliverables will be performed or provided and will be subject to your strict compliance with paragraph 6.2.2. The timescales are non-binding and time will not be of the essence in respect of the provision of any Services or Deliverables.

6.3 **Peak On-Boarding**

- 6.3.1 You shall have a dedicated account manager assigned to you to assist you in our Services delivery for the duration of any Order Forms. That account manager will introduce you to our Support team at the appropriate time who will then be your primary point of contact.
- 6.3.2 Your Users will be enrolled on our training and enablement programme as part of our on-boarding process, details of which will be provided to you separately.

6.4 **Peak Applications**



- 6.4.1 If you purchase any Peak Applications from us and we have agreed to tailor those Peak Applications to suit your own business needs, we will either ingest your Customer Data via an agreed method (should you purchase this service) or facilitate an agreed method of self service data ingestion..
- 6.4.2 If and to the extent that we agree to tailor any Peak Applications which you have purchased from us, you will receive an agreed level of support from our Data Science and Engineering teams to build or configure and train the model(s) for those Peak Applications to the specifications we have agreed separately in writing. Such support will include the building of the model, output and testing of the output in accordance with those agreed specifications.
- 6.4.3 You acknowledge and agree that (where applicable) we may need to change any previously agreed methodologies of ingesting or accessing your Customer Data, and any tailored aspect of a Peak Application may evolve with time following exploration and analysis, as this will be subject to the nature, quality and quantity of your Customer Data and the capabilities of your own information systems and telecommunications.

APPENDIX A

Peak Support Services

At Peak, we offer three levels of support to our customers. This support is exclusively for AI applications that have either completed User Acceptance Testing or are already in commercial use, whichever milestone is achieved first.

You can easily reach out to our dedicated support team through the portal, email, or phone (*support by phone is available to Enterprise customers for Urgent and High Severity Incidents only*), as outlined in the Peak Support Guide at **Appendix B**.

Upon receiving notice of an Incident, our team will promptly categorise the issue based on its severity. We are committed to responding to your concern within the initial response time specified for each support tier (as outlined in the below table), ensuring adherence to our Service Level Agreement. Your satisfaction and the smooth operation of your AI applications are our top priorities.

Table 1 - Support Tiers

	Basic	Business	Enterprise
Knowledge Base Access	Yes	Yes	Yes
Feature Updates	No	Yes	Yes
Application Output Monitoring	No	No	Yes
Data Ingest Monitoring	No	Yes	Yes
Support Hours (see supported time zones)	8.00 am -6.00 pm Mon-Fri (excluding bank or public holidays)	8.00 am -6.00 pm Mon-Fri (excluding bank or public holidays)	Urgent and High Severity Incidents: 24-hour support, every day Medium and Low Severity Incidents: 8.00 am -6.00 pm Mon-Fri
Initial Response Time - Urgent Severity Incidents	Within 4 hours	Within 90 minutes	Within 30 minutes
Initial Response Time - High Severity Incidents	Within 6 hours	Within 3 hours	Within 1 hour
Initial Response Time - Medium Severity Incidents	Within 8 hours	Within 4 hours	Within 2 hours
Initial Response Time - Low Severity Incidents	Within 10 hours	Within 6 hours	Within 3 hours

Supported Time Zones

UK & EU customers: UK local time

India customers: India local time

North America customers: Eastern Time Zone

Table 2 - Incident Severity Descriptions

	Description	Examples
Urgent	Platform wide & business critical issues which need to be addressed and resolved as the highest matter of urgency.	<ul style="list-style-type: none"> Platform is globally inaccessible Broken area e.g. Work > Workspaces all down, Console > User & Roles all broken Production Web app/ Dashboard Down
High	High priority tickets are time-sensitive issues which are stopping services or you from working.	<ul style="list-style-type: none"> Bug which is preventing the use of a feature Issue Redeploying App which has been previously working SQL Explorer not available Critical Feed/ Workflow Stuck or Broken/ Error
Medium	These tickets should be issues that are impeding your work or use of a specific platform feature slightly.	<ul style="list-style-type: none"> New App unable to deploy (no past functionality) Model output data not expected None Critical Feed/Workflow Error Outputs/Reports Delayed
Low	Low priority tickets are issues which are not impeding your work but may need to be raised and addressed in the long-term	<ul style="list-style-type: none"> A non platform-breaking bug (e.g. visual bug, formatting issue etc.) Platform Login error/ Password Reset Workspace storage increase New User onboarding Quota review/ Increase

APPENDIX B

Peak Support.

How to use Peak Support

This step-by step guide shows you how to raise a ticket to the Peak Support team. There are also images throughout this guide to provide additional support and answers to common questions.

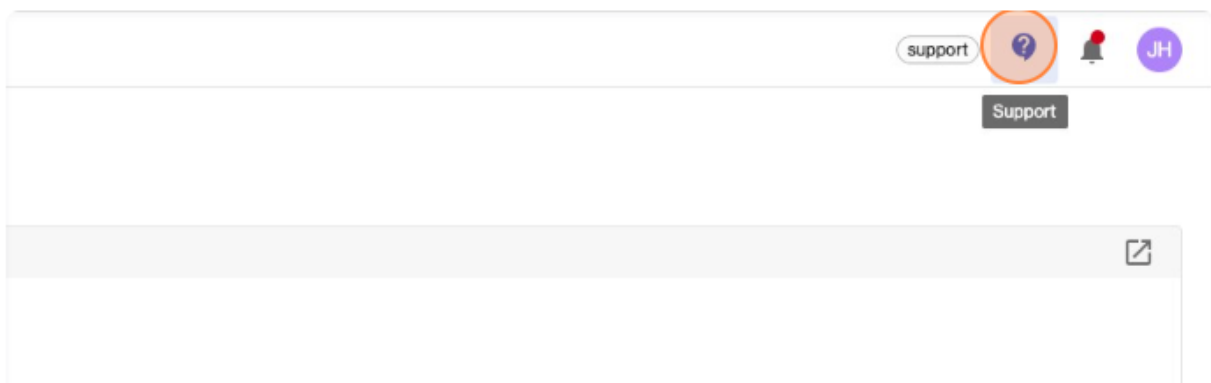
How to contact Peak Support

There are two methods to contact Peak Support:

1. Portal (preferred method)
2. Email

Method 1: Accessing the portal

The portal can be accessed in two ways: (i) by clicking on the following link: [Peak Support Portal](#); or (ii) by clicking on the question mark icon in the top right of the Platform (pictured below).



Once you have accessed the portal, you should see the below screen. You will need to sign in to raise a ticket. Should you not have an account, you can use the “Sign up” link in the top right hand corner. Please use this option to create your account by following the on screen instructions. Once you have signed up, any tickets you create will be linked to your account.

Log in to support portal

Are you a new user? [Sign up with us](#)

Your e-mail address *

Password *

☒ Remember me on this computer

...or login using

[Forgot your password?](#)

Are you an agent? [Login here](#)

Accessing the Peak Knowledge Base

The Peak Knowledge Base contains several articles about the Platform, which may help answer your question.

Peak always recommends that you check the Peak Knowledge Base before raising a ticket.

You can access the Knowledge Base by signing into your support account and clicking on “Knowledge base” at the top of the page.

[Home](#)
[Knowledge base](#)
[Tickets](#)

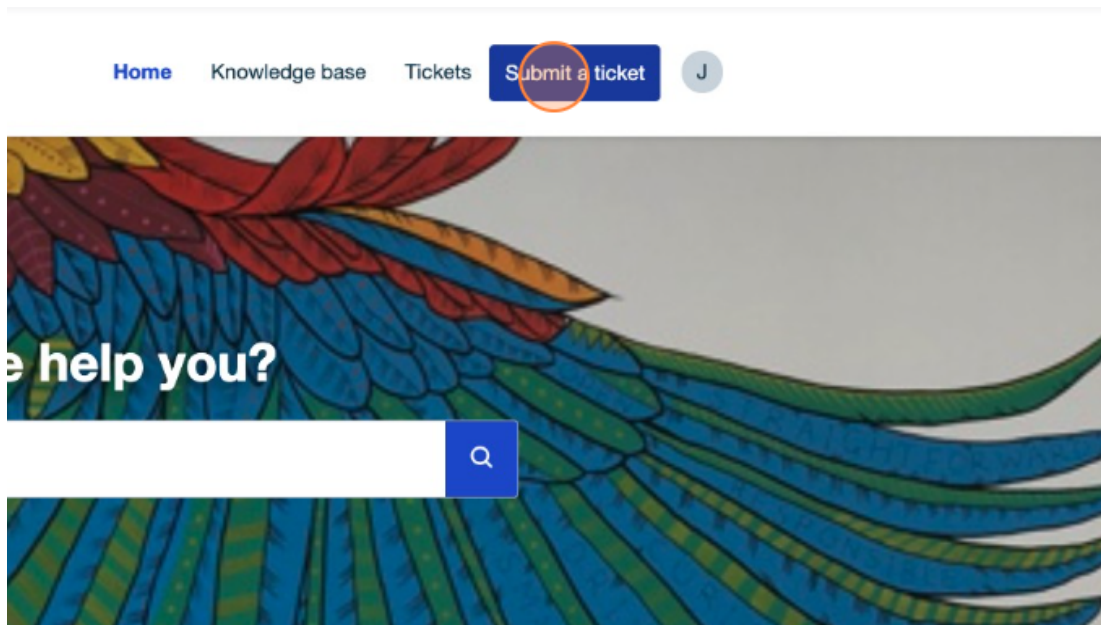
[J](#)

How can we help you?

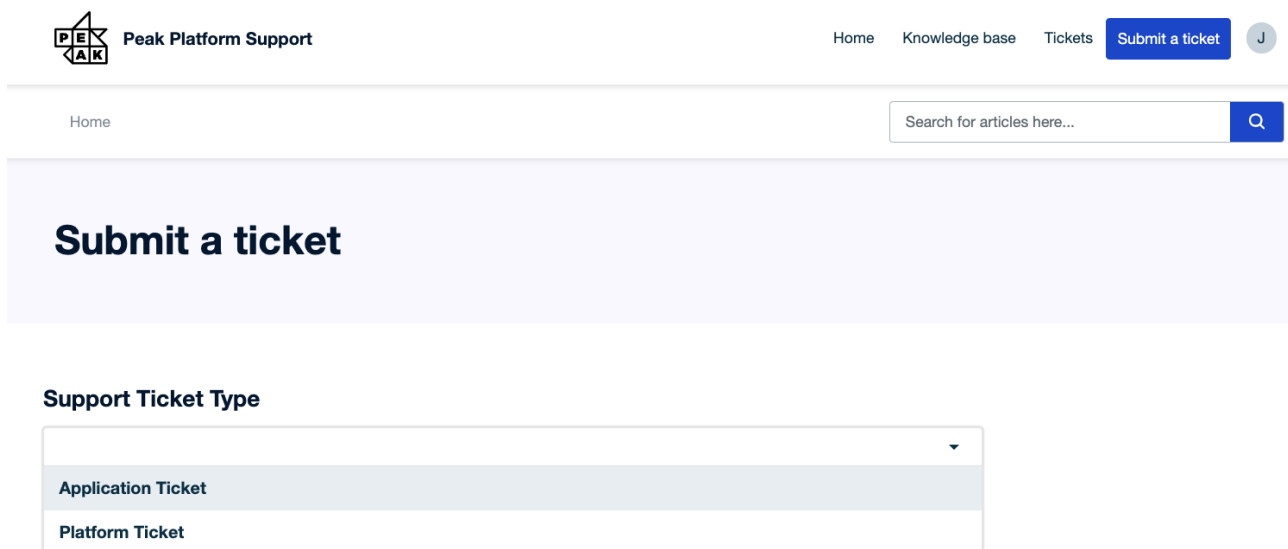


Creating a ticket

Once you have created your support account, you will see the option to create a support ticket.



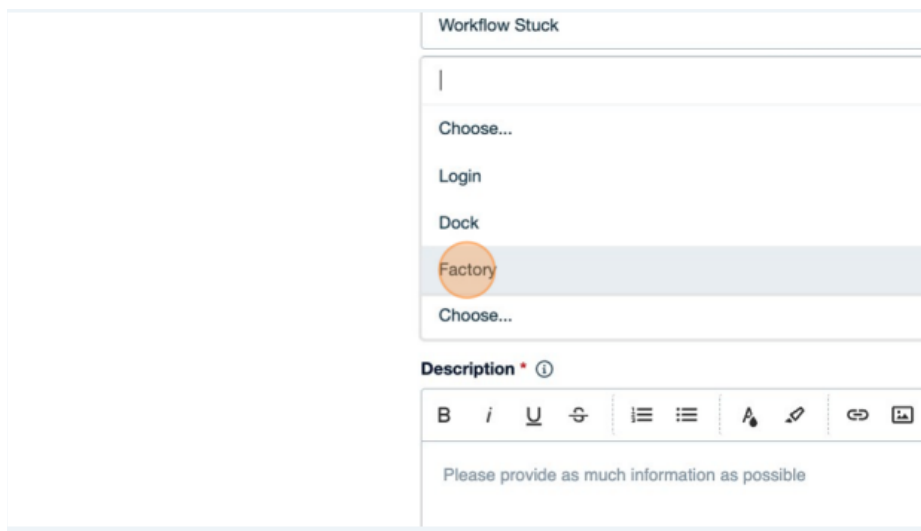
When raising a ticket, you will be prompted to select the “Support Ticket Type”.



- Should you be interacting with the Peak platform and have any issues or questions, or just need some guidance, we recommend that you select the “Platform Ticket” option.
- Should you be interacting with your web applications, dashboard or other type of data outputs, please select “Application Ticket”.

Once the Support Ticket Type has been selected, you should be taken to the ticket information section, where you can provide us with further necessary information.

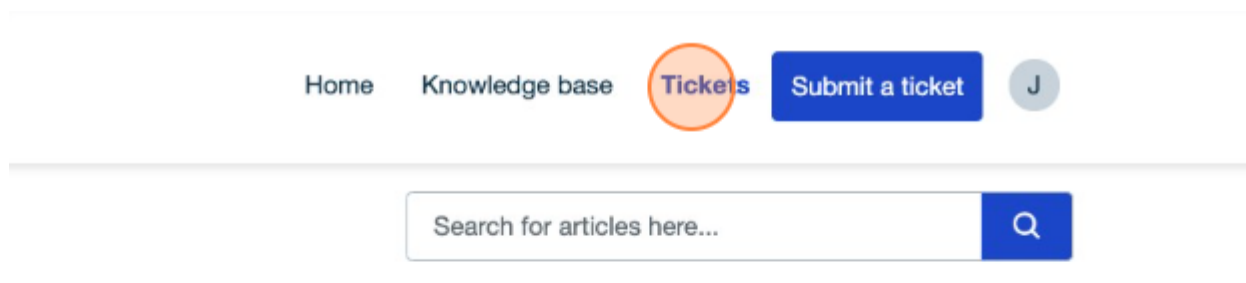
In the ticket information section, the requester field will automatically populate with the email address linked to your account, and most of the other fields are self-descriptive. Depending on the Support Ticket Type you have selected, the dropdown sections will differ to allow more granular information to be provided:



When raising a ticket, you will see related articles from our Knowledge Base that may also be of assistance (see above section entitled, “Accessing the Peak Knowledge Base”..

Viewing your raised tickets

To view your tickets and each ticket’s current status, you can click on the “Tickets” section in the Support Portal. You will also receive an email when a response to your ticket is added and/or a status change has been made



To

Method 2: Raising a ticket via email

You can also raise a ticket by sending an email to support@peak.ai.



Please provide as much detail as possible in the email, including the following:

- Your company's name
- Organisation name (same as which you use to login to the Peak Platform)
- As much information as possible including possible screenshots or replication methods

Where more information is needed by Peak to process your request, or the issue is sensitive, we may ask for further information or require additional authorisation.

Where you believe the Incident to be Urgent, you must clearly begin the subject of the email with the word '**Urgent**'.