

# SCHEDULE C — SERVICE LEVEL AGREEMENT

TERMS, CONDITIONS & POLICIES

VERSION 4.0 · MAY 2026

INNER MEDIA LIMITED · COMPANY NO. 04818830

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This Schedule forms part of the InnerMedia Master Terms & Conditions.

In the event of any inconsistency between this Schedule and the Master

Terms, this Schedule shall prevail in relation to support and hosting

services.

## 1. INTERPRETATION

1.1 The following definitions apply in this Schedule in addition to those in the Master Terms & Conditions:

TERM	DEFINITION
Commercially Reasonable Efforts	The same degree of priority and diligence with which the Supplier meets the support needs of its other clients of a similar size and complexity.
Client Cause	Any of the following: (a) improper use, misuse or unauthorised alteration of the Site or Software by the Client; (b) use of the Site or Software in a manner inconsistent with the then-current supporting materials; (c) use of hardware or software not provided or approved by the Supplier; or (d) use of a non-current version or release of the Site or Software.
Fault	Any failure of the Site or Software to operate in all material respects in accordance with the Site Specification and Materials, including any failure or error referred to in the Service Level Table.
Help Desk Support	Support provided by help desk technicians sufficiently qualified and experienced to identify and resolve issues relating to the Site or Software.
Hosting Services	The hosting of the Client's website, provided by the Supplier via a third-party hosting provider on infrastructure within AWS UK or EU regions.
Out-of-Scope Services	Services provided in connection with any apparent problem: (a) reasonably determined by the Supplier not to have been caused by a Fault but rather by a Client Cause or a cause outside the Supplier's control (including third-party plugins); or (b) required outside of Support Hours.
Service Level Table	The table set out in clause 5.1 of this Schedule.
Service Levels	The response and resolution times specified in the Service Level Table.

TERM	DEFINITION
Software	The software agreed to be provided as part of the Services, if any, as specified in the Project Plan.
Solution	(a) Correction of a Fault; or (b) a workaround in relation to a Fault (including reversal of changes to the Site or Software if appropriate) that is reasonably acceptable to the Client.
Support Fees	A minimum charge of one hour applies to all Support Services unless a Service Level Agreement is in place. Where an SLA is in place, support time is accumulated throughout the month. Additional hours may be purchased as required.
Support Hours	Monday to Friday, 9:00am to 5:00pm, excluding weekends, Bank Holidays and the period from Christmas Day to New Year's Day inclusive.
Support Period	The term of the Agreement and, if requested by the Client, any period during which the Client transfers the Services to an alternate service provider.
Support Request	A request made by the Client in accordance with this Schedule for support in relation to the Site or any Software supplied, including the correction of a Fault.
Support Services	Maintenance of the then-current version or release of the Site and/or Software, including Help Desk Support and the supply of Hosting Services, but excluding any Out-of-Scope Services.

1.2 All initially capitalised terms used in this Schedule but not defined above shall have the meaning given to them in the Master Terms & Conditions.

## 2. SUPPORT SERVICES

2.1 During the Support Period, the Supplier shall perform the Support Services during Support Hours in accordance with the Service Levels.

2.2 As part of the Support Services, the Supplier shall:

- Provide Help Desk Support via telephone: 01707 875 721 and email: support@innermedia.co.uk;
- Use Commercially Reasonable Efforts to correct all Faults notified under clause 4.3(a); and
- Provide technical support for the Site or Software in accordance with the Service Levels.

2.3 The Supplier may reasonably determine that any services requested constitute Out-of-Scope Services. If it does so, it shall promptly notify the Client.

2.4 Where the Client requires Out-of-Scope Services, it shall complete the Emergency Support Form available at: <https://www.innermedia.co.uk/emergency/>

2.5 The Client acknowledges that the Supplier is not obliged to provide Out-of-Scope Services. If the Supplier does so, the Service Level response times shall apply and Support Fees shall be payable for such services.

### 3. FEES

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3.1 The provision of Support Services on a remote, off-site basis (such as by telephone or email) within the Support Period shall be included within the Support Fees set out in the applicable Schedule.

3.2 The following shall be charged at the Support Fees rate in addition to any included allowance:

- Support Services provided outside Support Hours;
- Support Services provided at the Client's site;
- Out-of-Scope Services; and
- Any investigational work where the investigation determines the cause to be a Client Cause.

3.3 The Supplier's standard day rate for chargeable support and out-of-scope work is £750 + VAT per day (or pro-rata for shorter periods), unless otherwise agreed in writing.

### 4. SUBMITTING SUPPORT REQUESTS

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4.1 The Client may request Support Services by submitting a Support Request via the channels specified in clause 2.2.

4.2 Each Support Request shall include:

- A clear description of the problem or Fault;
- The date and time the issue was first identified;
- The severity level (if known) based on the Service Level Table; and
- Any error messages, screenshots or other information reasonably useful to the Supplier.

4.3 The Client shall provide the Supplier with:

- Prompt notice of any Faults; and

- Such output, data, Materials, information, assistance and (subject to the Client’s security requirements) remote access to the Client’s systems as are reasonably necessary to assist the Supplier in reproducing the fault conditions and responding to the Support Request.

4.4 All Support Services shall be provided remotely from the Supplier’s offices unless otherwise agreed in writing.

4.5 The Client acknowledges that, to properly assess and resolve certain Support Requests, it may be necessary for the Supplier to access the Client’s systems directly. The Client shall provide such access promptly, provided the Supplier complies with the Client’s reasonable security requirements and relevant policies.

## 5. SERVICE LEVELS

5.1 The Supplier shall prioritise all Support Requests based on a reasonable assessment of the severity level of the problem reported and shall respond in accordance with the following Service Level Table:

S EVERITY	DEFINITION	RESPONSE & RESOLUTION TIMES
Level 1  B BUSINESS CRITICAL	<p>An error or failure of the Site or Software that:</p> <ul style="list-style-type: none"> <li>Materially impacts the operations of the Client’s business or the marketability of its service or product;</li> <li>Prevents necessary work from being performed; or</li> <li>Disables major functions of the Site or Software.</li> </ul>	<p>Acknowledgement: Within 2 working hours of receipt of Support Request.</p> <p>Resolution: The Supplier shall restore the Site or Software to full operational status within 24 hours of the Level 1 acknowledgement time.</p> <p>The Supplier shall work continuously until full restoration is achieved.</p> <p>If a workaround is delivered that is reasonably acceptable to the Client, the severity level may be reduced to Level 2 or lower.</p>
Level 2  SYSTEM DEFECT WITH WOR KAROUND	<p>A critical error in the Software for which a workaround exists; or</p> <p>A non-critical error that affects the operations of the Client’s business or the marketability of its service or product.</p>	<p>Acknowledgement: Within 4 working hours of receipt of Support Request.</p> <p>Interim fix: An emergency software fix, workaround, or temporary release shall be provided within 2 Business Days of the acknowledgement time.</p> <p>Permanent fix: A permanent fault correction shall be provided as soon as practicable and no later than 2 Business Days after receipt of the Support Request.</p>

S SEVERITY	DEFINITION	RESPONSE & RESOLUTION TIMES
Level 3  MINOR ERROR / INVEST IGATION	<p>An isolated or minor error in the website or general service request that:</p> <ul style="list-style-type: none"> <li>• Does not significantly affect website functionality;</li> <li>• May disable only certain non-essential functions; or</li> <li>• Does not materially impact the Client’s business performance.</li> </ul>	<p>Acknowledgement: Within 4 working hours of receipt of Support Request.</p> <p>Permanent fix: A permanent fault correction shall be provided within 3 Business Days after the Level 3 acknowledgement time.</p>

5.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times where the nature or complexity of the Fault reasonably requires it.

5.3 The Supplier shall provide the Client with regular updates on the nature and status of its efforts to correct any Fault until a Solution is delivered.

5.4 Hosting Uptime Guarantee

The Supplier provides a 100% connectivity guarantee in respect of the
Hosting Services. When not undergoing scheduled maintenance, the
network infrastructure shall be available 100% of the time. In the
event of unplanned network failure, the Supplier shall apply a service
credit of 24 hours’ hosting charge for every 60 minutes of lost
connectivity, up to a maximum credit equal to the Client’s monthly
Hosting Services subscription charge in the affected month.

5.5 Scheduled maintenance windows will be communicated to the Client with not less than 48 hours’ notice wherever reasonably practicable. Scheduled maintenance shall not count against the uptime guarantee.

5.6 The uptime guarantee does not apply where unavailability is caused by: (a) a Client Cause; (b) a third-party provider failure outside the Supplier’s reasonable control (such as upstream internet connectivity); or (c) force majeure events as defined in the Master Terms.

## 6. ESCALATION

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6.1 If a Solution is not provided within the applicable Service Level response time, the Client may escalate the Support Request through the following process:

STEP	ACTION
Step 1 — Account Manager	Escalate the Support Request directly to the Client's named InnerMedia account manager, referencing the original ticket reference and the time elapsed.
Step 2 — Relationship Manager	If unresolved within a further 4 working hours at Step 1, escalate to the InnerMedia Relationship Manager as identified in the Project Plan.
Step 3 — Senior Management	If unresolved within a further Business Day at Step 2, escalate to InnerMedia senior management as notified to the Client in writing.

6.2 The Supplier shall acknowledge all escalations within 2 working hours and provide a written update on the resolution plan.

## 7. TRANSFER AND TERMINATION

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7.1 In the event of termination of the Agreement or the Hosting Services, the Supplier will (on request) provide the Client with:

- A copy of all website files and databases;
- A copy of the project file including all design files, images, CSS, technical templates and other files supplied during the course of the project; and
- Reasonable assistance to facilitate a smooth transition to an alternative provider, charged at the Supplier's standard day rate (£750 + VAT per day).

7.2 All files and materials referred to in clause 7.1 will only be released once all outstanding invoices have been paid in full and any reasonably disputed charges have been settled between the parties.

7.3 The Hosting Services are subject to a minimum three (3) months' notice period as set out in the Master Terms. To ensure continuity of service following notification of termination, the Supplier will continue to host the Site for as long as the Client requires, subject to payment of the agreed Hosting Fees.

7.4 If the Client wishes to transfer the Site to an alternative provider before the expiry of the three-month notice period, it may do so on payment of the equivalent of three months' Hosting Fees, which shall cover:

- Hosting services for the three-month notice period;
- A server backup; and

- The collation and supply of all website files and databases.

Transfer fees do not include assistance in uploading the website to the new hosting provider. The Supplier can provide upload assistance at its standard day rate of £750 + VAT per day if required.

7.5 If the project is terminated before the website goes live, for any reason, all sums due for time consumed on the project plus any uninvoiced expenses shall become immediately due and payable.

## 8. LIMITATION OF LIABILITY

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8.1 The Supplier's liability for failure to meet the Service Levels is limited to the service credits set out in clause 5.4. These credits represent the Client's sole and exclusive remedy for any breach of the hosting uptime guarantee.

8.2 In all other respects, the liability provisions in the Master Terms & Conditions clause 8 shall apply to this Schedule.