

SPECIAL CONDITIONS SCHEDULE TO GENERAL TERMS AND CONDITIONS

1.0 Hosting

The following Special Conditions apply where and to the extent that the Services include Hosting Services as identified on the Order Form and the Specification:

1.1 Hosting Service

DBLX Limited outsources hosting to Amazon Web Services (AWS) or Rackspace as Key Suppliers. All details and Terms can be found on the links below and we will use reasonable endeavours to ensure the Client benefits from the same:

AWS

<https://aws.amazon.com/service-terms/>

<https://aws.amazon.com/compute/sla/>

Data center information: <https://aws.amazon.com/compliance/data-center/data-centers/>

Rackspace

<https://www.rackspace.com/information/legal/cloud/tos>

<https://www.rackspace.com/information/legal/cloud/sla>

<https://www.rackspace.com/information/legal/generalterms>

Data center information: <https://www.rackspace.com/en-gb/about/data-centers/london-3>

DBLX Limited reserves the right to move hosting to an alternative provider of equivalent specification to that documented above and will provide seven days written notice of such planned change.

More information and detail of your hosting can be found inside the specification document provided to you or by contacting your project lead.

For any additional questions please email info@dblx.co.uk or contact your project lead.

1.2 Permitted unavailability

DBLX Limited may need, from time to time, to apply patches, upgrades and releases that require site downtime. Any and all unavailability for these instances will be communicated to Authorised Users within a 24-hour window inside the Business Hours.

Business Hours are defined as 08:00 to 17:00 UK time, Monday to Friday, excluding UK bank holidays. All response times and SLAs referenced in this document are measured during Business Hours only. For clarity:

- Issues reported outside Business Hours will be handled starting the next Business Day
- SLA clock stops outside Business Hours
- Response/resolution times continue from next Business Day

2.0 Support

The following Special Conditions apply where and to the extent that the Services include Support Services as identified on the Order Form and the Specification:

2.1 Issues and SLA

Where the Client at any time discovers any issue with the Software or Service then it shall as soon as is reasonably practicable (and in any event within fourteen (14) days of such discovery), notify the Supplier of the same with as much detail as possible.

2.1.1 The Supplier shall, during normal Business Hours, use its reasonable endeavors to respond to issues notified to it by the Client dependent on the category of issue as follows:

- **Critical Priority**
Definition: A total system outage that renders the entire system completely unavailable or unusable for all users outside of scheduled outage
Example: Infrastructure-wide network outage, platform unresponsive
- **High Priority**
Definition: A severe issue that significantly impacts all users but does not constitute a complete system outage.
Examples: Critical feature failure affecting all users. Severe performance degradation making the system virtually unusable
- **Medium Priority**
Definition: An issue that affects a specific group of users or impacts non-critical system functionality.
Examples: Content tracking inconsistencies. User authentication or login issues for specific groups. Non-critical feature malfunctions. Performance degradation affecting specific functions
- **Low Priority**
Definition: Minor issues that do not directly impact user functionality or system operations.
Examples: Cosmetic issues (text formatting, layout problems). Single user issue for non critical usage.

Category of Issue	Response Time	Target Resolution
Critical	0.5 hours	0.5 days
High	1 hour	1 day
Medium	4 hours	5 days
Low	24 hours	10 days

2.1.2 The SLA is only valid within normal Business Hours as defined in the terms.

2.1.3 A ticket helpdesk is available accessible 24/7, only authorised Users will be added to the DBLX ticketing system.

2.1.4 Issues raised outside of the ticketing system will not fall into the SLA.

2.1.5 The Client acknowledges that the Supplier may provide a temporary, practical workaround solution (as opposed to a permanent fix) for an issue.

2.1.6 The Client shall assist the Supplier as fully as possible to identify and recreate any reported issue or error in the Software by allowing the Supplier access, where necessary, to the Software, Programs, data Third Party Software and databases as reasonably required.

2.1.7 The Supplier reserves the right to make a charge if they are called upon to investigate an alleged issue or error in the Software and no such issue or error is subsequently found in same.

2.1.8 If the Client disputes an issue categorisation or is unsatisfied with the resolution:

a) First Level: Issues will be escalated to the Project Lead within 1 business day

b) Second Level: If unresolved within 2 business days, escalation to the Technical Director

c) Final Level: If still unresolved within 5 business days, escalation to CEO

Each escalation must be submitted through the ticketing system. Response times for escalated issues remain as per the original SLA category unless reclassified by DBLX management. The final determination of issue categorisation remains with DBLX's Technical Director.

2.2 Included Services

2.2.1. Laravel Release Management

- Laravel version updates will be performed during next major release cycle including:
 - Security patches bundled with major version deployment
 - Comprehensive testing and validation of application functionality
 - Rollback procedures and backup management for each update
 - Documentation of all changes and impact assessments

2.2.2 PHP Version Management

- PHP version upgrades aligned with Laravel major releases
- Compatibility testing with current application stack
- Performance optimisation post-upgrade
- Security enhancement implementation specific to PHP version
- Development environment testing prior to production deployment

2.2.3 System Refactoring Requirements

After three (3) years of system operation, a comprehensive refactoring assessment will be conducted to maintain code quality and system performance. This assessment will evaluate:

- Framework and dependency modernization needs
- Code optimization opportunities
- Security architecture updates
- Performance improvements
- Integration with newer technologies

The assessment and subsequent refactoring work will be scoped and quoted separately from standard support services.

2.3 Security Assessment Services

2.3.1 Burp Suite Scanning

- Bi-annual automated security scans using Burp Suite Professional
- Comprehensive scan reports delivered within 5 business days
- Immediate notification of critical vulnerabilities
- Detailed remediation recommendations for identified issues
- Complete remediation of all high-priority issues included in base contract
- Medium and low priority issues can be addressed at additional cost

2.4 Excluded Services and Issues

2.4.1 Support does not include the diagnosis and rectification of any Issue resulting from:

2.4.1.1 1st line support defined as the resolution of forgotten passwords or end user help is expressly excluded and is to be provided to end users by the Client;

2.4.1.2 improper use, or improper operation or neglect of the Software and/or Service;

2.4.1.3 modification of the Software by or on behalf of the Client or any third party or its merger (in whole or in part) with any other software;

2.4.1.4 failure by the Client to implement and use recommendations in respect of the Software or solutions to Issues previously supplied by the Supplier;

2.4.1.5 failure by the Client to implement and use any Updates and Patches;

2.4.1.6 issues which cannot be reproduced by the Supplier;

2.4.1.7 operation of the Software and/or Service by people who are not Authorised Users;

2.4.1.8 issues in any third-party software.

2.4.2 If the Supplier provides help in respect of any of the circumstances set out in paragraph 2.4.1 or services outside of the Support Service it shall be entitled to invoice additional charges for such services.

2.4 Penetration Testing Options

DBLX would recommend that all new systems are subject to penetration testing and that regular penetration testing is conducted.

Option A: DBLX Recommended Provider

- Annual external penetration testing through our CREST accredited partner
- Full scope testing of external-facing assets
- Compliance-specific testing available upon request
- Complete remediation of all high-priority findings included in base contract
- Medium and low priority findings can be addressed at additional cost

Option B: Your Preferred Provider

- Client may elect to use their own penetration testing provider
- Provider must meet minimum security accreditation requirements
- Testing scope and schedule to be agreed upon by all parties
- Results and recommendations to be shared for collaborative remediation
- Complete remediation of all high-priority findings included in base contract
- Medium and low priority findings can be addressed at additional cost

2.5 Change requests and builds

SLA's apply to issues only and not change requests or project builds. Change requests raised inside the ticketing system will be replied to, reviewed and scoped in line with project delivery schedules. All project timescales will be communicated at project kick off by the project lead.

2.6 Support on environments not hosted by DBLX Limited

We are unable to adhere to the SLA on projects where DBLX Limited do not provide the Hosting service.

3.0 Key Suppliers

We may use the services of third parties to provide the Services and/or Deliverables including third party providers of IT hosting and related services as listed below.

3.1 AWS

AWS (<https://aws.amazon.com/>) - AWS services are used for server hosting and provide technical support for internal and client web-based systems – including web and database hosting. Security monitoring and configuration, server backups, and other related tasks may be performed with or by AWS.

3.2 SendGrid

SendGrid (<https://sendgrid.com/>) - DBLX Limited uses SendGrid for email services across its internal and client sites. The service is integrated via various secure protocols and is used for automated processes such as sending registration emails, password resets, as well as email notifications.

3.3 Vimeo

Vimeo (<https://vimeo.com>) - DBLX Limited uses Vimeo for video services across its internal and client sites. The service is integrated via various secure protocols and is used for video streaming services.

3.4 Google Analytics

Google Analytics (https://marketingplatform.google.com/intl/en_uk/about/analytics/) – DBLX Limited use Google Analytics to track user interactions

3.5 Cloudflare

CloudFlare (<https://www.cloudflare.com/>) provides a number of web based services used to enhance the speed, security, and reliability of our web applications. CloudFlare services include a global CDN (Content Delivery Network), along with WAF, DDoS protection, and SSL encryption security features.

3.6 Changing Key Suppliers We reserve the right to change Key Suppliers as and when required.

We may share information with our parent group – Auspicious Group (<https://www.thisisauspicious.com/>), or with our sub-processors as outlined above

4.0 Document Control

Version: 1.0

Last Updated: Jan 2025

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END OF SPECIAL CONDITIONS SCHEDULE