

# OPITO Minimum Industry Safety Training (MIST) SERVICE LEVEL AGREEMENT

Mintra shall provide full support and maintenance, free of any additional charges, to correct latent defects, bugs or errors which have an adverse effect on the use or operation of MIST, and shall provide support services in accordance with the following agreed service levels:

1. The support services shall be performed in a timely and professional manner by technicians familiar with MIST and its operations.
2. Mintra shall provide (by remote means) telephone and e-mail assistance with respect to MIST including
  - (i) clarification of functions and features of MIST;
  - (ii) clarification of documentation pertaining to MIST; and
  - (iii) error verification, analysis and correction to the extent possible by telephone and e-mail.

Mintra shall provide these services on a 7am to 9pm CET, 7-days-a-week, 363-days-a-year (excludes 25<sup>th</sup> December & 1<sup>st</sup> January, 364 days in a leap year) basis.

3. Where problems cannot be resolved without considerable modification to MIST, or within a suitable timeframe, Mintra shall issue an avoidance procedure to be followed. 'Avoidance Procedure' shall mean an instruction that provides a technical measure to operationally avoid an identified problem with MIST. At its discretion, Mintra shall then at a later date provide a suitable alternative remedy or, if this is not practical, advise the Client Company that the avoidance procedure will remain in place.
4. Mintra shall ensure that the availability of MIST is maintained at 99.99% service availability.
5. Client Companies shall be required to document and promptly report all errors or malfunctions of MIST to Mintra, by means of an agreed automated reporting system.

Mintra shall provide Support Services in accordance with the following service levels unless agreed otherwise between Client Company and Mintra:

Priority	Response Time	Resolution Time
Priority 1	Two (2) hours	Four (4) hours
Priority 2	Six (6) hours	Twenty-four (24) hours
Priority 3	Twelve (12) hours	Seventy-two (72) hours

Priority ranking shall be identified as follows:

Priority	Description
Priority 1	<ul style="list-style-type: none"> <li>MIST portal system failure</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>Course defect, preventing completion of course</li> <li>Data corruption</li> <li>Log-in problems (e.g. username / password) *</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>Minor course defects (not preventing course completion Reporting / Scoring issues)</li> </ul>

(\*) Unless such problems occur as a result of a user forgetting their user ID or password and being unable to communicate by email with the Mintra support team via an approved e-mail address to provide a resolution within the stipulated resolution time. Such problems will be resolved within the agreed timeframe following receipt or notification to Mintra of an approved e-mail address to which a password and/or user ID can be sent.

Support Services do not include the following:

- i. Resolution of problems caused by any modification, alteration or addition to MIST, performed by persons other than Mintra.
- ii. Modification work of any kind, which is required as a result of the Client Company amending, upgrading or changing in any way the IT infrastructure for which MIST was originally designed or on which MIST was originally deployed.
- iii. Software programmes provided by third Parties or created by Client Companies or defects in any software other than MIST to which these Terms and Conditions relate.
- iv. Support shall only be provided for the version of MIST realised by Mintra.
- v. Perceived malfunction of MIST due to aesthetic issues such as font size, colour, typeface or grammar where the MIST aesthetic feature in question has been specified and approved by OPITO.
- vi. Perceived malfunction of MIST where the feature or functionality in question has been previously approved by OPITO.