



Service Agreement 2025

Threpoly "Service Agreement" version 1.0

Last Updated: 15th October 2024

These Terms and Conditions (hereafter also referred to as "the Terms", or "Agreement") govern the terms of service between Threpoly Limited, a company with registered office in 167-169 Great Portland Street, 5th Floor, London, W1W 5PF, United Kingdom. Registered in England and Wales under Company Number 15787809 (hereinafter "Threpoly" or "Licensor"), and the customer (hereinafter "Customer" or "Licensee")

Threpoly and Licensee hereinafter individually Referred to as the "Party", and, together, as the "Parties".

Read this Software Licensing Agreement before using the Service or installing any on prem components to which this Software Licensing Agreement applies. By accepting this Software Licensing Agreement, completing the registration process, and/or installing any components or using the Service, the Licensee agrees on behalf of themselves and their company (if applicable) to the terms below. The Licensee further agrees that their employees / any person authorised to use the service will also be bound by the terms and conditions of this Software Licensing Agreement.

DEFINITIONS:

The following terms shall have the following meanings in this Service Agreement:

"Date of Effect" shall mean the date of execution of this Licence.

"Term" shall mean the time set in the Offer during which the Licence shall be valid and any related service provided.

"Licence" or "Software Licensing Agreement" shall mean this agreement by and between Threpoly and Licensee.

"Technical Support" shall mean the Technical Support activity provided by Threpoly.

"Updates" and "Enhancements" shall mean any correction, modification and improvement provided by Threpoly as a part of Technical Support.

1. Acceptance of Terms

1.1 - By accessing or using the Service, the Licensee represents that they have read, understood, and agree to be bound by these Terms and our Privacy Policy. If the Licensee is using the Service on behalf of an organisation, they represent that you have the authority to bind the organisation to these Terms.

1.2 - Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

1.3 - These terms will be binding on the Parties from the Date of Effect and throughout the Term. Unless changed in accordance with section 6 of these Terms.

2. Threpoly Service

2.1 - Threpoly agrees to provide a cloud based subscription Service to include an administration console, threpoly geographical agents and a variety of software features dependent on the purchased tier.

2.2 - Regional deployment options and compliance based on standard selections. Note that it is possible for customers to purchase custom regions for hosting.

Region Name	Region	Country
Europe (EU)	EU-West-2	United Kingdom
North America (NA)	US-West-1	United States of America
Asia Pacific (APAC)	AP-Northeast-2	South Korea

2.3 - Service Availability

2.3.1 - Threpoly has a Service Level Objective of 99.9% availability.

2.3.2 - Uptime is calculated by Threpoly as total minutes the Service is available each Month divided by the total minutes in such month less exclusions. The following events are excluded from the uptime percentage calculation:

- a. Acts or omissions by the Customer, employees, agents, contractors or representatives of the Customer.
- b. Failure of any equipment owned or provided by the Customer, employees, agents, contractors or representatives of the Customer.
- c. Failure of the Customer, employees, agents, contractors or representatives of the Customer to follow instructions or procedures issued by Fortra.
- d. Scheduled maintenance as described in section 2.3.3 below.
- e. Emergency maintenance as described in section 2.3.4 below.
- f. Failure or unavailability of any third party or external facilities, software or services, failure or unavailability of any electronic or mechanical equipment, failure or unavailability of any third party or external communication lines, or

telecommunications or telephone facilities or other interconnect problems, unauthorised access, natural disasters or other events that are not within our reasonable control.

2.3.3 - Threpoly will perform regularly scheduled Upgrades, Enhancements and general maintenance. During this time the service may have limited or no availability. Threpoly will provide a minimum of 7 days' notice via email to the primary email address listed on the customer account for any scheduled maintenance event.

2.3.4 - In the event of severe service degradation or risk of security breach, the service may become temporarily unavailable. As Threpoly works to restore the service, we will communicate our progress via email to all email contacts listed on the account and refer to this service unavailability as emergency maintenance.

3. Technical Support

3.1 - Contacting Technical Support

3.1.1 - Email support is available to customers who have purchased - and have an active subscription - the Premium tier of Threpoly, or those who have added it as an additional entitlement.

3.1.2 - Emailing support@threpoly.com with a new request will open a new ticket in our help desk software automatically. Replying to an existing case will allow you to continue the communication thread with an available support engineer.

3.3 - Technical Support operates between 09:00 and 17:30 UK time, Monday to Friday, excluding UK National Holidays.

3.2 - Scope of Technical Support

3.2.1 - Threpoly support only covers the use of Threpoly and its constituent components. Support cannot be provided for any integrated solutions which are not provided by Threpoly as part of the subscription.

3.2.2 - The following items are not in scope for the technical support assistance:

- a. Any infrastructure owned or managed by You or a 3rd party.
- b. Any file transfer or data exchange solutions being integrated with Threpoly.
- c. Any federated identity service being used to authenticate against for access to Threpoly.
- d. Any other software which falls under the conditions of clause 3.2.1.

3.2.3 - During and at the point of a support ticket being closed, a Threpoly Technician will provide short updates and conclusions which describe the steps taken and how the ticket was resolved. For customers who require a thorough breakdown – otherwise known as a root cause analysis (RCA) – we would expect a purchase of Professional Services time to

produce this. As each ticket and its cause and resolution differs, we cannot provide a general estimation of time or cost and each RCA would be priced separately.

3.3 - Prioritisation of Technical Support Requests

3.3.1 - Tickets are created for individual requests. Additional problems encountered with the Service will be logged as a separate or multiple separate tickets and assigned a priority based on their individual merits.

3.3.2 - The prioritisation scoring of a support ticket is determined by the Technical Support Analyst based on the methodology laid out in this section. The Customer can provide evidence which may increase the priority; but it remains the sole discretion of Threpol to assign and determine a prioritisation score.

3.3.3 - Regardless of the priority, all incidents will be reviewed by Technical Support within two hours of receipt – within working hours.

3.3.4 - Tickets are ranked based on a combination of their impact and urgency using a priority score of one to five – with one being the highest impact and urgency and five being the least.

3.3.5 - The Technician will assess the ticket based on its initial description and assign a priority score based on the following definition and matrix.

Impact

Impact is defined as the extent of the organisation impacted by the incident

- HIGH – Service is unavailable for all users.
- MEDIUM – Service is degraded for all users, or unavailable for many.
- LOW – Service is degraded for all users or unavailable for one.

Urgency

Urgency is defined as how the business is affected by the incident.

- HIGH – A core business process is impacted causing financial loss.
- MEDIUM – A useful business process is impacted, but workarounds are available.
- LOW – Functionality required for a business process cannot be configured or is missing.

	IMPACT			
U R G E N C Y		HIGH	MEDIUM	LOW
	HIGH	1	2	3
	MEDIUM	2	3	4
	LOW	3	4	5

3.4 - Technical Support Service Level Agreements (SLA)

3.4.1 - Based on the assigned priority using the matrix and definitions in section 3:

Priority	Description
1	Handled immediately. Updates provided every 1 hour. Resolution provided within 4 hours.
2	Updates provided every 2 hours. Resolution provided within 6 hours.
3	Updates provided every 6 hours. Resolution provided within 24 hours.
4	Updates provided every 24 hours. Resolution provided within 3 days.

5	Updates provided every 24 hours. Resolution provided with best endeavours.

3.5 - Customer Responsibilities

3.5.1 - To provide an effective Technical Support service, the customer shall agree to at their own expense:

- a. Not alter, amend or reconfigure the Service in any way which goes against the requirements or best practices of Threpoly..
- b. Provide all reasonable assistance to Threpoly in resolving your Technical Support request.
- c. Provide access to the Service through remote or local access as required by Threpoly during fault diagnosis and rectification.
- d. Assist the Support Technician in the fault diagnosis process by:
 - i. Clearly informing the technician of the product name, modules, version number, operating system and where possible the product serial number.
 - ii. Providing all logs, screenshots etc. as requested by the Technician.
 - iii. Answering all questions that the technician may have, within a timely fashion.
- e. Where it does not negatively impact a production environment, the customer shall assist the Technician by:
 - i. Restarting services or systems where required.
 - ii. Making configuration changes as requested.

3.5.2 - If requested by Threpoly, the Customer shall sign a statement to acknowledge resolution of the fault.

3.5.3 - A Technician will not attend invites for calls or conferencing sessions without clear information about the nature of the problem - or supplementary information such as those listed above - being answered beforehand.

4. Service Credits

4.1 - Where our Technical Support SLAs or Service SLAs are not being maintained, Threpoly maintains a service credits programme.

4.2 - For each 10 minutes of time in which our Technical Support terms are breached per Ticket, we will accrue 0.10 GBP.

4.3 - For each 0.1% of our Service SLAs are breached (calculated Monthly), we will accrue 100.00 GBP pro-rata.

4.4 - At the end of a calendar year, Threpoly will donate the accumulated funds from the preceding year to a nominated charity of Threpoly's choosing.

4.5 - Threpoly will send communications to The Customer at the end of the year, advising of how much has been donated.

5. Disaster Recovery

5.1 - Threpoly takes backups of customer data and its service once every 24 hours; and retains backups for 7 days.

5.2 - In the case of a disaster recovery event which affects only the Threpoly service and not third-party hosting or infrastructure, Threpoly guarantees a Recovery Time Objective ("RTO") of 4 hours. This value is in excess of any Technical Support SLAs.

5.3 - In the case of a disaster recovery event which affects only the Threpoly service and not third-party hosting or infrastructure, Threpoly guarantees a Recovery Point Objective ("RPO") of up to 24 hours from the point of disaster.

6. Changes to Terms

6.1 - Threpoly reserves the right to modify these Terms.

6.2 - Any material changes to these Terms will be notified by email to the address associated with your account or by posting a notice on our website.

6.2 - Continued use of the Service after the effective date of the revised Terms constitutes acceptance of the revised Terms. If you do not accept the changes, you must stop using the Service and cancel your account by contacting Threpoly.

7. Contact Information

If you have any questions about these Terms, please contact Threpoly at:

Threpoly Limited,
167-169 Great Portland Street,
5th Floor,
London,
W1W 5PF,
United Kingdom.

info@threpoly.com

By using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.