

Irongate SaaS Service Level Agreement

Last updated: 12 March 2026

1 Service Level Agreement

1.1 Definitions

The following terms have a particular meaning:

- (a) **Service Credits** means the service credits available to the Customer under clause 1.3 in respect of the Supplier's failure to achieve the Uptime Percentage.
- (b) **Service Outage** means an instance in which the Customer is unable to access Irongate due to a failure of Irongate for more than 15 consecutive minutes, and notifies the Supplier of that failure within 24 hours of the service outage.
- (c) **Support Hours** means:
 - (i) if you are incorporated in the USA, on Business Days from 9:00am to 5:00pm Central Standard Time or GMT, as applicable;
 - (ii) if you are incorporated in England or Wales, on Business Days from 9:00am to 5:00pm British Summer Time or GMT, as applicable; and
 - (iii) if you are incorporated in Australia, or in a country other than the USA, England or Wales, on Business Days from 9:00am to 5:00pm Australian Eastern Daylight Time or Australian Eastern Standard Time, as applicable.
- (d) **Uptime Percentage** means 99.5% free from Service Outages, calculated on a calendar monthly basis solely on the Supplier's monitoring systems or authorized external monitoring services, excluding any downtime due to any of the factors listed under clause 1.2(b).

Other defined terms in this document have the meaning given in the applicable Irongate SaaS Supply Terms, located at <https://irongatesystems.com/terms-conditions>.

1.2 Uptime

- (a) The Supplier will use commercially reasonable endeavors to maintain the availability of Irongate to the Uptime Percentage.
- (b) The Supplier is not liable in any way, including for Service Credits, for failure to meet the Uptime Percentage where resolution is delayed due to factors beyond the Supplier's reasonable control, including but not limited to:
 - (i) a Force Majeure Event;
 - (ii) failure of a Third Party Service or third party supplied telecommunication service;
 - (iii) scheduled or emergency maintenance services;
 - (iv) hardware failure outside the control of the Supplier;
 - (v) software and/or operating system bugs or flaws outside the control of the Supplier;
 - (vi) DNS issues not within the direct control of the Supplier;
 - (vii) network floods, hacks, attacks, viruses or malware from third parties or individuals;
 - (viii) failure or error of any of the Supplier's monitoring or measurement systems outside the control of the Supplier;
 - (ix) a technology issue originating from the acts or omissions of the Customer; or
 - (x) a backbone peering point issue.
- (c) The payment of Service Credits is the Customer's sole and exclusive remedy for any failure to reach the Uptime Percentage.

1.3 Service Credits

- (a) If the Customer wishes to claim a Service Credit in respect of a failure of the Supplier to meet the Uptime Percentage, the Customer must notify the Supplier by emailing info@irongatesystems.com within five Business Days of the end of the calendar month to which the claim relates. Failure to notify within five Business Days will mean that no Service Credit is applicable.
- (b) If the Customer is entitled to claim Service Credits from the Supplier, then, subject to clause 1.2(b), the Customer may recover Service Credits based on the following formula:

Service Availability %	Credit % of the monthly Fees
99.50% to 100.00%	0%
97.58% to 99.49%	5%
95.70% to 97.57%	10%
92.47% to 95.69%	12.5%
89.25% to 92.46%	15%
89.24% and below	20%

- (c) If Service Credits are recovered by the Customer in accordance with this clause 1.3 in any month during the Term, then the Supplier must set off the amount of those Service Credits against any Fees payable by the Customer in the next invoice rendered by the Supplier. No accrued Service Credits are redeemable for cash, and any accrued Service Credits will be canceled at the termination or expiration of this Agreement.

1.4 Incident Severity and Response Times

- (a) The Supplier shall classify the severity of incidents and respond as follows:

Severity	Definition	Target Response Time	Target Resolution Time
Urgent (Level 1)	The Customer experiences a complete loss of use of Irongate. In cases where the failure extends beyond the operation of Irongate, the Customer has made every effort to troubleshoot the problem and Irongate has been identified as the root cause.	1 hour	4 hours
Medium (Level 2)	The Customer experiences a severe loss of use of Irongate. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	4 hours	8 hours
Low (Level 3)	The Customer experiences a minor loss of use of Irongate. The impact is an inconvenience, which may require a workaround to restore functionality.	1 Business Day	3 Business Days

- (b) The Supplier will endeavor to meet the target resolution times, but cannot be held accountable where the resolution of an incident is delayed due to factors beyond the Supplier's reasonable control, including but not limited to:
- (i) delays in receiving responses or information relevant to the resolution from the Customer, a User or their related entities;
 - (ii) delays caused by the time taken to restore data from backups;
 - (iii) delays in the restoration of Third Party Services;
 - (iv) delays in the availability of new or replacement equipment; or

- (v) delays in the provision of services or equipment from third parties that are providing services, software or equipment directly to the Customer.

1.5 Maintenance Services

The Supplier will use commercially reasonable endeavors to provide:

- (a) routine enhancements, other modifications and updates to Irongate; and
- (b) bug fixes and the removal or elimination of other faults or errors in the operation and functionality of Irongate.

1.6 Support Services

- (a) The Supplier will provide reasonable technical support to the Customer via the Documentation and, during the Support Hours, via the Help Center in Irongate or by emailing support-na@irongatesystems.com (**Support Services**), for which no Fees will be charged.
- (b) The Supplier may access the Customer's account and modify Customer Material within Irongate for the purpose of assisting the Customer and/or Users with troubleshooting, training, support and other similar or related requests.
- (c) The Supplier may change the Support Hours by providing the Customer with reasonable notice, provided that the availability of the Support Services shall not be less than 40 hours in any regular working week.
- (d) If the Customer requires specialist training or consultation services, the Supplier will provide the Customer with a quote for the required services at the Supplier's current professional services rates.
- (e) The Supplier shall not be obliged to provide the following services, which fall outside the scope of the Support Services to be provided under this Agreement:
 - (i) support services and maintenance services for Irongate, or any part of Irongate, which has been modified by a person other than the Supplier;
 - (ii) services which may be required due to any malfunction of any Customer hardware;
 - (iii) support of any database products, software, accessories, attachments, hardware, machines, systems or any other devices not supplied by the Supplier to the Customer;
 - (iv) any on-site related work and activities (including reasonable travel expenses incurred by the Supplier); and
 - (v) attending to faults or errors in Irongate which are caused by the utilization of Irongate other than in accordance with the Documentation.