

**SERVICE LEVEL AGREEMENT in relation to the
Minimum Industry Safety Training Programme (“MIST”)**

Atlas 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. Atlas 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. Atlas shall provide these services on a 24 hour, 7 days a week, 365 days a year (366 days in a leap year) basis.
3. Where problems cannot be resolved without considerable modification to MIST, or within a suitable timeframe, Atlas 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, Atlas 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. Atlas shall ensure that the availability of MIST via Petrolearn 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 Atlas, by means of an agreed automated reporting system.

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

Priority	Response Time	Resolution Time
Priority 1	One (1) hour	Four (4) hours
Priority 2	Four (4) hours	Twenty four (24) hours
Priority 3	Four (4) hours	Seventy two (72) hours

Priority ranking shall be identified as follows:

Priority	Description
Priority 1	<ul style="list-style-type: none"> • Any courses unavailable • Petrolearn portal inaccessible • Atlas' Learning Management System in accessible • Data corruption • Log-in problems (e.g. username / password)*
Priority 2	<ul style="list-style-type: none"> • Course defect, preventing completion of course
Priority 3	<ul style="list-style-type: none"> • Minor course defects (not preventing course completion) • Reporting / Scoring issues

*unless such problems occur as a result of a user forgetting their user ID or password and whom are unable to communicate by email with the Atlas 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 Atlas 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 Atlas.
- 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 Atlas.
- 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.