

SERVICE LEVEL AGREEMENT (“SLA”)

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1. DEFINITIONS

“Application” means the Client-facing web solution covered by the applicable statement of work or other analogous document executed by Supplier and Client (“SOW”);

“Available” means that the Application can be accessed and used by Client, is delivering the functionality and outputs required by the Agreement and applicable SOW, and is performing within normal operating parameters;

“Downtime” means any period measured in hours during which the Application is not Available, other than for Scheduled Maintenance;

“Go-Live” means the date the Application is available to Client for first productive use;

“Incident” means an Application issue experienced by Client that impedes Client’s ability to access or use the Application within its normal operating parameters in line with the priority definitions as defined in Annex 1 (Priority Definitions);

“Priority” means the level of urgency of an Incident, as defined in Annex 1 (Priority Definitions);

“Resolve”, **“Resolved”** and **“Resolution”** means, in relation to an Incident, to restore the functionality of the Application, whether through the deployment of a workaround or a permanent fix;

“Scheduled Maintenance” means the total period of time that the Application is scheduled by Supplier not to be Available to allow for maintenance in accordance with Section 5.4;

“Service Hours” means 24 hours x number of days in the relevant month;

“Service Improvement Plan” has the meaning given in Section 8.1; and

“System Availability” has the meaning given in Section 5;

“Working Days” means Monday to Friday less national holidays, in the country of Supplier’s primary business location.

“Working Hours” means 9am to 5pm, Monday to Friday less national holidays, in the country and respective time zone of Supplier’s primary business location.

2. SCOPE

2.1 In scope

- Management of Supplier-hosted Applications;
- Management of third party bandwidth provision and communication gateways.



2.2 Out of scope

- Loss of bandwidth (other than loss due to the fault of Supplier);
- Loss of the Application due to natural disaster or other reasons beyond Supplier's reasonable control where Supplier has exercised due care to attempt prevention of the same.

3. **SERVICE LEVELS**

- 3.1 During the term of the applicable SOW, Supplier shall ensure that the Application and Incident support services meet or exceed the Service Levels set out in Sections 5 and 6 respectively.

4. **MEASUREMENT AND REPORTING OF SERVICE LEVELS**

- 4.1 Supplier shall commence measuring and reporting performance against System Availability Service Levels upon Go-Live.
- 4.2 Supplier shall provide the reports for System Availability Service Levels to Client within ten [10] Business Days after the end of the relevant month upon request from Client.
- 4.3 Without unreasonable delay, Supplier shall inform Client of expected or known material underperformance of any Service Level upon Supplier becoming aware of such underperformance.

5. **SYSTEM AVAILABILITY SERVICE LEVEL**

- 5.1 The System Availability per month for the Application shall be at least 99.5%.
- 5.2 System Availability shall be calculated as:

$$\frac{(\text{Service Hours} - \text{Downtime})}{(\text{Service Hours})} \times 100\%$$

- 5.3 Supplier shall make System Availability status available to Client via <http://saas.ulstatus.com/>.
- 5.4 Supplier and Client acknowledge that Scheduled Maintenance is necessary for Application upgrades, security, expansions, scheduled changes, modifications and maintenance operations. Supplier will ensure that the maximum frequency and duration of Scheduled Maintenance is as follows:
- (a) maximum frequency of Scheduled Maintenance of up to 30 minutes – one occurrence per week; and
 - (b) maximum frequency of Scheduled Maintenance of up to 3 hours – one occurrence per month.



- 5.5 The Supplier shall, so far as it reasonably can, restrict Scheduled Maintenance to periods outside Working Hours.
- 5.6 When it is necessary for Supplier to schedule an outage, the Supplier shall make details known to Client at least 72 hours prior to the outage, and such outage shall be considered Scheduled Maintenance to the extent the notice requirement in this Section 5.6 is satisfied by Supplier and it does not exceed the durations or frequencies specified in paragraph 5.4 above.

6. INCIDENT REPORTING AND RESPONSE SERVICE LEVELS

- 6.1 Supplier will respond to properly reported Incidents within the time frames set out below:

TECHNICAL SUPPORT SERVICE LEVELS				
	Priority 1	Priority 2	Priority 3	Priority 4
Initial Response Time	Response within 2 Working Hours of Client's initial report of an Incident Emergency contact details will be provided in accordance with Section 6.2	Response within 4 Working Hours of Client's initial report of an Incident	Response within 12 Working Hours of Client's initial report of an Incident	Response within 16 Working Hours of Client's initial report of an Incident
Follow up Response Time	Update provided every 2 Working Hours until a resolution plan is provided or work around identified	Update provided every 2 Working Days until a resolution plan is provided or work around identified	Update provided every 4 Working Days until a resolution plan is provided or work around identified	Update provided within 30 Working Days

Annex 1 sets out descriptions of each Incident Priority level.

- 6.2 Client shall report Incidents either:
- (i) by e-mail to an address; or
 - (ii) submission of a web form; or
 - (iii) by telephone to a number;
- details of which will be supplied prior to Go-Live.
- 6.3 Supplier will:



- (a) notify Client of follow up responses for all Incidents.
- 6.4 Client shall provide the information described in Section 6.7 whenever reporting an Incident.
- 6.5 The Priority for each Incident reported shall be designated in accordance with the Priority definitions set out in Annex 1 (*Priority Definitions*).
- 6.6 For the avoidance of doubt, if Supplier Resolves a query by providing a workaround, the applicable Incident Response Service Level shall be met, but Supplier shall not close the ticket for the query until a permanent Resolution is implemented.
- 6.7 In order for a reported Incident to be considered a valid submittal, each Client incident report must, at a minimum, include the following information:
 - (a) the username logged in when the Incident was experienced;
 - (b) Application page details (e.g. title and/or URL copied from browser);
 - (c) date and time when the relevant user first noticed the issue (and time zone);
 - (d) screenshot(s) of the relevant area(s) of the system, if applicable and feasible;
 - (e) detailed, step by step reproduction steps of what happened; and
 - (f) user's local system software (e.g. browser type and version).
- 7. **SERVICE CREDITS**
- 7.1 Service Credits shall apply if Supplier fails to meet System Availability Service Levels.
- 7.2 The Service Credits shall be calculated in accordance with this Section 7.
- 7.3 In the event of any failure by Supplier of the System Availability Service Level, Supplier shall grant Client a Service Credit, as follows:

<u>System Availability Percentage (per calendar month)</u>	<u>Monthly Service Credit</u>
99.49% to 97.0%	5%
96.99% to 95.0%	10%
Less than 94.99%	15%



- 7.4 Credit amount is the appropriate above percentage applied to the monthly license fees reflected in the applicable SOW for the month in which the System Availability Service Level falls below 99.5% and is exclusive of any fees associated with support, training, or professional services.
- 7.5 Total credits for any month may not exceed the license fees applicable to such month and are exclusive of fees for support, training, or professional services. Credits do not accrue if Client is not current in its payment obligations either when System Availability Service Level drops below 99.5% or when credit(s) would otherwise be issued.
- 7.6 Loss of service as a result of the following events or circumstances shall not be considered Downtime:
- faults on the Client's network resulting in inability to connect to the internet;
 - applications, equipment or facilities located on the Client's premises;
 - Scheduled Maintenance; or
 - any other reason beyond Supplier's reasonable control.
- 7.7 In the event System Availability falls below 98% for three (3) consecutive months or System Availability falls below 98% for a total of five (5) months during a twelve (12) month term (each a "Sustained Service Outage"), Client may terminate the Agreement or applicable SOW with thirty (30) days' prior written notice and be entitled to any credit afforded under this SLA.
- 7.8 In the event System Availability falls below 90% in any given month during the Agreement's or applicable SOW's term ("Outage"), Client shall have the right to terminate the same and be entitled to a prorated refund of any prepaid license fees associated with the month in which an Outage occurs excluding any fees associated with support, training, or professional services.
8. **ROOT CAUSE ANALYSIS AND SERVICE IMPROVEMENT PLAN**
- 8.1 If the Services fail to meet the System Availability Service Level, prior to the end of the month following the month in which the Incident occurred, Supplier shall:
- (a) perform a root cause analysis to identify the cause of such Incident and provide Client with a written report identifying the root cause of the Incident and the consequences of the Incident;
 - (b) provide the Supplier's procedures and plan for correcting the Incident and for reducing the likelihood of the Incident recurring in the future (the "**Service Improvement Plan**"); and
 - (c) correct any fault or defect in the Application which gave rise to the Incident in an effort to prevent the same from occurring again in the future.
- 8.2 Each Service Improvement Plan shall be reviewed with Client upon Client request. Supplier shall implement each Service Improvement Plan at its sole discretion without unreasonable delay upon completion of the same.



Annex 1

Priority Definitions

PRIORITY	DEFINITION
1	A reproducible Incident that renders the whole of, or a critical part of, the Application unusable causing immediate and significant business impact, with no known workaround. A large number of users are not able to access the Application. The access required is deemed urgent and demands immediate attention. Examples: • Total outage of an Application module. • Partial outage of the Application with considerable restrictions on more than 67% of users. • Web farm is rejecting more than 20% of page requests from Client due to server failure. • System Access: Totally unable to access and login to the Application. • Data Entry: As above – no access. • Analysis/visualization: As above – no access.
2	A reproducible Incident which hinders or prevents all or many users from using a significant part of the functionality of the Application, or from accessing a critical part of the Application but with a known (but restrictive and inefficient) workaround available. A significant, but not immediately critical, part of the Application is unusable, creating material business impact or acute operational problems. Many users are unable to access offerings of the Application where no alternative methods of access are available. Examples: • Incident threatens to escalate to an emergency. • Considerable service restrictions. • Failure of an important feature. • Some groups of users experiencing similar incidents impeding their ability to access parts of the Application. • System Access: Automated reminder emails not automatically sending from the Application to prompt users to access the Application. Data entry forms are still available, and notifications are maintained on dashboards within the Application. • Data Entry: Conditional logic on a data entry form failing to function, hence a subset of data entry fields not available. • Analysis/visualization: Chart not rendering/displaying when loaded.



PRIORITY	DEFINITION
3	A reproducible Incident which hinders or prevents one or more users of the Application from using and / or accessing some parts of the functionality. Queries that are related to non-acute operational problems. Examples: • End users are complaining about disturbances (e.g. slow page response times). • System Access: Transition between pages within the Application is considered 'slow'. • Data Entry: Unit of measure conversion dropdown is visible but not selectable, but data entry in default unit of measure is still available – user needs to perform conversion outside of the Application. • Analysis/visualization: Chart loads and renders but export to Excel function returns an error. Chart image can still be extracted directly from the browser as an image.
4	Other, a cosmetic or minor defect that does not impact a material part of the functionality of the Application. A legitimate bug in the Application but one that is cosmetic and does not prevent the user using the Application. A documentation error. Examples: • Minor errors in documentation such as an outdated screenshot or typo. • Spelling error within the Application user interface which has no material impact on the user's ability to understand or utilize the functionality.