

SCHEDULE 2

SERVICE LEVELS (SLA)

This SLA shall apply to each Premises during the relevant Service Order Term.

1. Definitions

For the purposes of this SLA:

- 1.1 "Business (Standard) SLA" has the meaning given to it at Paragraph 2.2 below;
- 1.2 "Critical Impact" means where Users are prevented from conducting their normal business by a loss of quality in the Services;
- 1.3 "Customer" means the party provided for as Customer in the Service Order;
- 1.4 "Enterprise (Enhanced) SLA" has the meaning given to it at Paragraph 2.2 below;
- 1.5 "Meaningful Update" means an update given to the Customer in respect of a Problem that includes status to tell if the Problem has been reproduced, status of the root cause of the Problem being identified, details of the Problem assignment (for P1) and the date/time of the next update;
- 1.6 "Problem" means an issue with the Services that prevents the Services being performed in accordance with the Agreement;
- 1.7 "Resolution Time" means the time from when a Problem is first identified by essensys or reported to the helpdesk (whichever is sooner) until the time that the Services are restored in accordance with this Agreement (whether that be a permanent or temporary solution) and "Resolve" and "Resolved" shall be construed accordingly. Resolution Time shall exclude any Time with Customer;
- 1.8 "Resolution" means the Service being restored to contractual availability by either a fix or Workaround to the Problem;
- 1.9 "Response Time" means the time from when a Problem is first identified by essensys or reported to the helpdesk (whichever is sooner) until the time that a substantive response indicating that essensys is aware of such Problem and will begin investigation and assessment has been provided to Customer and "Respond" and "Responded" shall be construed accordingly;
- 1.10 "Service Outage" means where for a period of not less than 60 seconds; Customer is unable to log in to the Solution, and/or all Services are unavailable for all Users at a Premises.
- 1.11 "Site Contact" means the nominated person or distribution group identified within the Solution by the Customer as the recipients of updates relating to Problems;
- 1.12 "Time with Customer" means any period during which the Customer or any Customer Parties have been requested to provide information or perform an action;
- 1.13 "Uptime" and "Uptime Target" have the meaning given to them at Paragraph 9 below; and
- 1.14 "Workaround" means a short term solution that reduces or eliminates the impact or probability of a Problem for which a permanent solution is not yet available.

2. SLA Options

- 2.1 essensys offers one of two SLA options for its Services: Business (Standard) SLA and Enterprise (Enhanced) SLA. Unless the Enterprise (Enhanced) SLA is specified in the relevant

Service Order the Business (Standard) SLA shall apply.

- 2.2 Target Service Levels and support availability hours for each SLA are set out in the table immediately below. All timings are local to the territory of the Premises.

Item	Business (Standard) SLA	Enterprise (Enhanced) SLA
Uptime Target	99.9%	99.99%
Live Chat	Business Days 08:00 – 20:00 P1: 00:00-23:59	Business Days 00:00-23:59
P1 - Emergency Number	24/7	24/7
P1 - Response time	15 minutes	15 minutes
Uptime Calculation	Business Hours	24/7
Customer Success Manager	No	Yes
Quarterly Business Review	No	Yes
Incident Reporting	No	Yes
Monthly Reporting	No	Yes

- 2.3 The SLA option is specific to each Premises. The Customer may have different SLA options at different Premises.

- 2.4 If for any one or more Premises a Customer is in receipt of the Operate software platform only, the SLA for that or those Premises will be limited to the Business (Standard) SLA.

3. **Scheduled Service Downtime**

- 3.1 In respect of maintenance work of short duration, essensys will be entitled to suspend the Services for not more than an aggregate of 2 hours per week subject to an overall maximum aggregate of 4 hours per month (unless otherwise agreed in writing by Customer) (a "Scheduled Service Downtime") provided that:

- 3.2 Scheduled Service Downtime will not occur during Business Hours, or wherever practicable 2 hours either before or after Business Hours;

- 3.3 essensys will give the Customer not less than 5 Business Days' notice in writing of any Scheduled Service Downtime; and

- 3.4 essensys will use its commercially reasonable endeavours to avoid Scheduled Service Downtime in consecutive weeks.

4. **Planned Maintenance Shutdown**

- 4.1 If essensys, or any Other Vendor requires the planned suspension of the Services otherwise than for the purpose of a Scheduled Service Downtime or an Emergency Shutdown (a 'Planned Maintenance Shutdown'), it will notify Customer upon becoming aware of the need for a Planned Maintenance Shutdown.

4.2 essensys may require a maximum of 4 Planned Maintenance Shutdowns per year and each Planned Maintenance Shutdown shall not exceed more than 8 hours except where specifically agreed in writing with Customer. The dates and length of the Planned Maintenance Shutdown will be agreed, both parties acting reasonably, with Customer at least 10 Business Days in advance.

5. **Emergency Shutdown**

5.1 If essensys requires an emergency suspension of the Services (an 'Emergency Shutdown'), it will notify Customer upon becoming aware of the need for an Emergency Shutdown and will include details of the reason for the Emergency Shutdown, the action to be taken by essensys and the estimated time scale for conducting such action intended to restore the Services to contractual availability.

5.2 Any emergency shutdown that occurs outside of Business Hours will not be classified as a Service Outage.

6. **Notification of Problems**

6.1 Customer will report a Problem to essensys using the online chat feature ('Live Chat Service'), or by raising a case in the Solution, or by calling the P1 Emergency number.

6.2 essensys will provide a response and a unique reference number and details of the Problem ("Case");

6.3 essensys will inform the Customer when essensys believes the Problem is Resolved, and will close the Case when:

- (a) The Customer confirms that the Problem is Resolved; or
- (b) Essensys has attempted to contact the Customer in relation to the Problem and the Customer has not responded within 60 minutes.

6.4 If within 60 minutes of being informed the Customer confirms that the Problem is not Resolved, the Case will remain open, and essensys will review and/or continue to endeavour to resolve the Problem until the Case is closed in accordance with Paragraph 6.3.

6.5 Within 24 hours of original Case closure by essensys, where the Customer reports the Problem has not been Resolved, essensys will review and reopen the Case.

6.6 NOT USED;

6.7 For the Business (Standard) SLA, where the Problem is caused or contributed to by (i) a breach of contract by the Customer (ii) the act or omission of a Customer Party other than the Customer and/or (iii) the act or omission of any Other Vendor or a third party, this SLA shall not apply and essensys shall have no liability for a failure to meet this SLA, including but not limited to, and for the avoidance of doubt, for any Service Level Failure and Service Credits.

6.8 For the Enterprise (Enhanced) SLA, where the Problem is caused or contributed to by (i) a breach of contract by the Customer (ii) the act or omission of a Customer Party other than the Customer and/or (iii) the act or omission of any Other Vendor save for any carrier or telecommunications company that is engaged directly by an essensys Company to perform services in respect of the relevant Service Order; or (iv) a third party, this SLA shall not apply and essensys shall have no liability for a failure to meet this SLA, including but not limited to, and for the avoidance of doubt, for any Service Level Failure and Service Credits.

7. **Case Types**

Priority	Name	Definition
P1	Service Outage	A Service Outage exists at a Premises where for a period of not less than 60 seconds; The Customer is unable to log in to the Solution, and/or all Services are unavailable for all Users at a Premises.
P2	Serious Problem	Any Problem that: <ul style="list-style-type: none"> • has a Critical Impact on all or a material proportion of the Users at a Premises; OR • results in the complete or significant loss of functionality of any Service, AND • such Problem is not a result of Scheduled Service Downtime and Planned Maintenance Shutdown relating to that Premises
P3	Ordinary Problem	Any Problem that: <ul style="list-style-type: none"> • results in material non-conformance with the Service Description AND • The issue does not classify as a P1 or P2
P4	Change Request	Any request made by the Customer for a change in functionality unrelated to a Problem

7.1 A Case Priority will be assigned by essensys based on the nature of the Problem and the Definitions set out in the table above.

7.2 essensys shall act in accordance with that Priority. Where Customer disputes the Case Priority, Customer shall notify essensys giving its reasons for the dispute and the Parties shall (acting reasonably) work together to agree the reclassification as soon as reasonably practicable.

8. Response Times

8.1 Business (Standard) SLA – Response

Priority	Response Time	Meaningful Update Time
P1	15 Minutes	3hrs
P2	15 Minutes	4hrs
P3	30 Minutes	1 day
P4	30 Minutes	2 days

8.2 Enterprise (Enhanced) SLA – Response

Priority	Response Time	Meaningful Update Time
P1	15 Minutes	2hrs
P2	15 Minutes	3hrs
P3	30 Minutes	1 day
P4	30 Minutes	2 days

8.3 For all P2, P3 and P4 Problems, where any part of a timescale extends beyond Business Hours for a given Business Day, it rolls over into the start of the following Business Day. P1 issues will be dealt with on a 24/7/365 basis and all timescales will be recorded accordingly.

8.4 Resolution of P1 Cases will be tracked through reference to the Uptime Target.

9. **Uptime**

9.1 "Uptime" means the percentage of time in each month, in respect of the Premises, that is not subject to any Service Outage.

9.2 This is calculated as set out in the table below and a worked example is available at the end of this document:

Business (Standard) SLA – Response	Enterprise (Enhanced) SLA – Response
Uptime % = $(B - A) \div B \times 100\%$	Uptime % = $(B - A) \div B \times 100\%$
Where:	Where:
"A" = the total number of minutes of Service Outages within Business Hours	"A" = the total number of minutes of Service Outages
"B" = the total number of minutes in a month but excluding any Scheduled Service Downtime and Planned Maintenance Shutdown relating to that Premises.	"B" = the total number of minutes in a month but excluding any Scheduled Service Downtime and Planned Maintenance Shutdown relating to that Premises.

9.3 From the Actual Commencement Date essensys will aim to provide the Services to the Premises with an Uptime Target set out in the table below:

Premises in International Zone	Uptime Target	
	Business (Standard) SLA	Enterprise (Enhanced) SLA
Zone 1	99.9%	99.99%
Zone 2	99.4%	99.5%

ZONE 1		ZONE 2 – Where Services Available		
Australia	Italy	Argentina	Guatemala	Peru
Austria	Luxembourg	Bolivia	Hungary	Philippines
Belgium	Netherlands	Brazil	India	Poland
Canada	Norway	Bulgaria	Indonesia	Portugal
Denmark	Singapore	Chile	Israel	Romania
Finland	Spain	Colombia	Japan	Slovak Republic
France	Sweden	Croatia	Latvia	South Africa
Germany	Switzerland	Cyprus	Lithuania	South Korea
Hong Kong	UK	Czech Republic	Malaysia	Taiwan
Ireland	USA	Ecuador	Malta	Thailand

	Egypt	Mexico	Turkey
	Estonia	New Zealand	Ukraine
	Greece	Panama	Venezuela

9.4 essensys will use its reasonable commercial endeavours to ensure that the availability of each Service is monitored 24 hours every day by appropriately qualified and experienced personnel.

9.5 Where a Service Outage is discovered by essensys, it shall notify the Customer by email to the Site Contact within the appropriate Response Time for the relevant SLA (Paragraph 8).

10. Support Escalation

10.1 In the event that a Service Level is not achieved, or where it is likely that a Service Level will not be achieved, the Customer may use the contacts below to escalate it by quoting the case number in the email or call as appropriate.

10.2 Escalation 1 escalations@essensys.tech

10.3 Escalation 2

Phone Number Provided

11. Reporting

11.1 Business (Standard) SLA:-

- (a) essensys shall have no obligation to provide regular reporting for Premises on the Business (standard) SLA; and
- (b) essensys may within its discretion choose to provide reports for Premises subject to a Business (standard) SLA from time to time.

11.2 Enterprise (Enhanced) SLA - essensys will within five (5) Business Days following each month of the Term provide the Customer with a report, or provide such information within the Solution, containing:

- (a) the Uptime for the Services on a Premises-by-Premises basis during the relevant month and any Service Outages during that month, including the reason for it;
- (b) The number of Ordinary Problems and Serious Problems, and for each the number which exceeded the Service Levels for Response; and
- (c) details of any outstanding Ordinary Problems and Serious Problems, and which have not been Resolved.

12. Service Level Failures

12.1 Subject to paragraph 6.7, failure by essensys to achieve the following Service Levels shall be deemed a "Service Level Failure":

- (a) the Uptime Service Levels set out in the table in paragraph 9.3;
- (b) the Response Service Levels for P2 and P3 issues in paragraph 8.1 and 8.2.

12.2 In the event of a Service Level Failure, essensys shall endeavour to:

- (a) notify Customer of the Service Level Failure;

- (b) investigate the underlying cause of the Service Level Failure and in respect of both SLAs for a P1 Case produce a root cause analysis within five (5) Business Days;
- (c) report the findings of such investigation to the Customer and set out the steps essensys intends to take to help mitigate the effects of the Service Level Failure and prevent it from recurring; and
- (d) correct the Service Level Failure and resume provision of the Services to the standard required to achieve the relevant Service Level; and advise Customer of the status of remedial efforts being undertaken.

13. Service Credits

13.1 Where Service Level Failure occurs, the Customer is entitled to claim Service Credits.

13.2 Response Service Levels

- (a) In the event of 3 Response Service Level Failures within a single month at a single Premises, the Customer will be entitled to claim a credit equal to 25% of the Fees for that month relating to the Services at the Premises affected.
- (b) In the event of 6 Response Service Level Failures within a single month at a single Premises, the Customer will be entitled to claim a credit equal to 50% of the Fees for that month relating to the Services of the Premises affected.

14. Uptime Service Levels

14.1 The Service Credits applicable for Service Level Failure of the Uptime Target shall be calculated as follows:

Uptime Target	Credit of monthly Fees
For every whole 0.1% that essensys is below the Uptime Target	10%

14.2 For the purposes of the Service Credit calculation, monthly Fees shall not include Fees for Hardware, installation, and other similar one-off charges. Service Credits must be requested within 14 days of the end of the month in which the Service Level Failure(s) occurred to qualify for relevant Service Credits.

14.3 The sole remedy for the Customer and the sole liability for essensys in respect of a breach of this SLA by essensys, including, but not limited to, any Service Level Failure(s), shall be the Service Credits. For the avoidance of doubt, no party other than the Customer shall have any entitlement to Service Credits.

14.4 It is agreed that notwithstanding the volume of Service Level Failures the maximum Service Credits available to the Customer in respect of a Premises for any one month shall not exceed 100% of the Fees paid by the Customer to essensys in respect of that Premises for that month

15. **Example Service Credit Calculation**

Service Credits Illustration for Enterprise (Enhanced) SLA

	SLA Variable	Qty	Comments
Days in Calendar Month		31	
Total Number of Minutes in a Month	B	44640	
Total Minutes of Service Outage	A	50	

Actual Uptime % = $=(B-A)/B \times 100\%$

B-A	44590
/B	0.998879928
x100%	99.89%
Actual Uptime	99.89%
Uptime Target	99.99%

Uptime Target less Actual Uptime **0.10%**

Would result in service fee credit as below

Service Credits Calculator			
For every 0.1% that essensys is below the Uptime Target = 10% of monthly Fees			
Uptime Target less Actual Uptime		% of Fees to be Credited	
0.10%	to	0.20%	10%
0.20%	to	0.30%	20%
0.30%	to	0.40%	30%
0.40%	to	0.50%	40%
0.50%	to	0.60%	50%
0.60%	to	0.70%	60%
0.70%	to	0.80%	70%
0.80%	to	0.90%	80%
0.90%	to	1.00%	90%
1.00%	to	1.10%	100%