



Service Level Agreement

THE SCHEDULE SERVICE LEVEL AGREEMENT 1. INTERPRETATION

The following definitions and rules of interpretation apply in this schedule.

1.1 Definitions:

Commercially Reasonable Efforts: the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

Contact List: a current list of Supplier contacts and telephone numbers to enable the Customer to escalate its Support Requests, including:

- a. the first person to contact; and
- b. the persons in successively more qualified or experienced positions to provide the support sought.

Customer Cause: any of the following causes:

- a. any improper use, misuse or unauthorised alteration of the Software by the Customer;
- b. any use of the Software by the Customer in a manner inconsistent with the then-current Documents;
- c. the use by the Customer of any hardware or software not provided by the Supplier [or approved by the Supplier in the Specification for use by the Customer in connection with the Software]; or
- d. the use of a non-current version or release of the Software.

Fault: any failure of the Software to operate in all material respects in accordance with the Specification and Documents, including any failure or error referred to in the Service Level Table.

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software.

Higher-level Support: any higher-level support provided by an individual on the Contact List.

Main Agreement: the agreement to which this schedule relates.

Out-of-scope Services: either of the following services:

- a. any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination); or
- b. any Higher-level Support provided in the circumstances specified in *Paragraph 2.3*.

Service Credits: the service credits specified in the table set out in *Paragraph 6.1*.

Service Levels: the service level responses and response times referred to in the Service Level Table.

Service Level Table: the table set out in *Paragraph 5.1*.

Solution: either of the following outcomes:

- a. correction of a Fault; or
- b. a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by the Supplier) that is reasonably acceptable to the Customer.

Support Fees: [DETAILS OF SUPPORT FEES].

Support Hours: [Seven days a week, 24 hours a day including Bank Holidays except Christmas Day **OR** [DETAILS OF SUPPORT HOURS]].

Support Period: the Term and, if requested by the Customer, any period during which the Customer transfers the Services to an alternate service provider.

Support Request: request made by the Customer in accordance with this schedule for support in relation to the Software, including correction of a Fault.

Support Services: maintenance of the then-current version or release of the Software, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

1.2 All initial capitalised terms in this schedule shall have the meaning given to them in the Main Agreement.

2. SUPPORT SERVICES

2.1 During the Support Period the Supplier shall perform the Support Services during the Support Hours in accordance with the Service Levels.

2.2 As part of the Support Services, the Supplier shall:

(a) provide Help Desk Support by means of the following telephone number [TELEPHONE NUMBER] and e-mail address [E-MAIL ADDRESS];

(b) commit appropriate resources to the provision of Higher-Level Support;

(c) where Help Desk Support is not provided within the relevant Service Level response time and the Customer escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;

(d) use Commercially Reasonable Efforts to correct all Faults notified under *Paragraph 4.3(a)*; and

(e) provide technical support for the Software in accordance with the Service Levels.

2.3 Any Higher-level Support requested by the Customer and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.4 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.

2.5 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services.

3. FEES

3.1 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Support Period shall be included in the Support Fees.

3.2 The provision of Support Services outside the Support Period or at the Customer Site or the provision of Out-of-scope Services shall be charged for at the applicable time and materials rates set out in [DESCRIPTION OF RELEVANT DOCUMENT SETTING OUT RATES].

4. SUBMITTING SUPPORT REQUESTS AND ACCESS

4.1 The Customer may request Support Services by way of a Support Request.

4.2 Each Support Request shall include a description of the problem and the start time of the incident.

4.3 The Customer shall provide the Supplier with:

(a) prompt notice of any Faults; and

(b) such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer System, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

4.4 All Support Services shall be provided from the Supplier's office.

4.5 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer Site to the Customer System and the Customer's files, equipment and personnel.

4.6 The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to the Supplier.

5. SERVICE LEVELS

5.1 The Supplier shall:

(a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and

(b) respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	Definition	Service Level response and response time
1	Business Critical Failures: An error in, or failure of, the Software that: a) materially impacts the	Level 1 Response: Acknowledgment of receipt of a Support Request within [NUMBER] minutes.

	<p>operations of the Customer's business or marketability of its service or product;</p> <p>b)prevents necessary work from being done; or</p> <p>c)disables major functions of the Software from being performed.</p>	<p>Level 2 Response:</p> <p>The Supplier shall:</p> <p>a)restore the Software to a state that allows the Customer to continue to use all functions of the Software in all material respects within [NUMBER] hours after the Level 1 Response time has elapsed; and</p> <p>b)exercise Commercially Reasonable Efforts until full restoration of function is provided.</p> <p>Level 3 Response:</p> <p>The Supplier shall work on the problem continuously and implement a Solution within [NUMBER] hours of receipt of the Support Request.</p> <p>If the Supplier delivers a Solution by way of a workaround reasonably acceptable to the Customer, the severity level assessment shall reduce to a severity level 2 or lower.</p>
2	<p>System Defect with Workaround:</p> <p>a)a critical error in the Software for which a work-around exists; or</p> <p>b)a non-critical error in the Software that affects the operations of the Customer's business or marketability of its service or product.</p>	<p>Level 1 Response:</p> <p>Acknowledgment of receipt of a Support Request within [NUMBER] hours.</p> <p>Level 2 Response:</p> <p>The Supplier shall, within [NUMBER] Business Days after the Level 1 Response time has elapsed, provide:</p> <p>a)an emergency software fix</p>

		<p>or workaround, or; and</p> <p>b) temporary release or update release,</p> <p>which allows the Customer to continue to use all functions of the Software in all material respects.</p> <p>Level 3 Response:</p> <p>The Supplier shall provide a permanent Fault correction as soon as practicable and no later than [NUMBER] Business Days after the Supplier's receipt of the Support Request.</p>
3	<p>Minor Error:</p> <p>An isolated or minor error in the Software that:</p> <p>a) does not significantly affect Software functionality;</p> <p>b) may disable only certain non-essential functions; or</p> <p>c) does not materially impact the Customer's business performance.</p>	<p>Level 1 Response:</p> <p>Acknowledgment of receipt of the Support Request within [NUMBER] hours.</p> <p>Level 2 Response:</p> <p>The Supplier shall provide a permanent Fault correction within [NUMBER] Business Days after the Level 1 Response time has elapsed.</p>

5.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

5.3 The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any Fault [and monthly reports as to achievement of Service Levels and Service Credits to which the Customer has become entitled].

6. SERVICE CREDITS

6.1 If the Supplier fails to provide a Solution within the relevant Service Level response

time, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Fault on submitting a written claim for such Service Credit, provided that the relevant Fault or other problem relating to the Software:

- (a) did not result from a Customer Cause or a cause outside the Supplier's control; and
- (b) was promptly notified to the Supplier under *Paragraph 4.3(a)*.

Severity Level of Fault	Service Credit
1	An amount equal to [PERCENTAGE]% of the-then current annual Support Fee for each additional day or part of a day (not to exceed [NUMBER] days) that the Supplier fails to provide a Solution.
2	An amount equal to [PERCENTAGE]% of the-then current annual Support Fee for each additional day or part of a day (not to exceed [NUMBER] days) that the Supplier fails to provide a Solution.
3	An amount equal to [PERCENTAGE]% of the-then current annual Support Fee for each additional day or part of a day (not to exceed [NUMBER] days) that the Supplier fails to provide a Solution.

6.2 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

6.3 The provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.

6.4 Service Credits shall be shown as a deduction from the amount due from the Customer to the Supplier in the next invoice then due to be issued under the Main Agreement. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

7. OTHER REMEDIES

7.1 If a Solution is not provided within the relevant Service Level response time, the Customer may escalate the Support Request to the parties' respective relationship managers identified below and then to their respective senior management identified below:

[DETAILS OF PARTIES' RELATIONSHIP MANAGERS AND SENIOR MANAGEMENT]

8. COMMUNICATIONS

8.1 In addition to the mechanisms for giving notice specified in clause [NUMBER] of the Main Agreement, the parties may communicate in respect of any matter referred to in this by e-mail (unless specified otherwise).

<p style="text-align: center;">END OF DOCUMENT</p>
