

SERVICE LEVEL AGREEMENT

1. Introduction

This Schedule sets forth the methodology for calculating Service Credits that shall become due to the Licensee by the Company for any Service Level Default.

2. Definition

"CPI" or "Critical Performance Indicators" in respect of the Software Product or Service, means the performance standards and service levels identified between the Parties under the Service Level Matrix.

"Minimum Service Levels" with respect to any CPI, means the "Minimum Service Level" as indicated in the relevant Service Level Matrix.

"Service Credit" means those credits to which the Licensee is entitled due to failure of the Company to meet Minimum Service Levels.

"Service Level Default" means in respect of a CPI, the failure to achieve the Minimum Service Level in 3 (three) consecutive Reporting Periods during the License Term.

"Service Level Matrix " means the table set out in Appendix A to this Schedule, which sets out CPIs in respect of the Software Product and Services and the Minimum Service Level, and Target Service Levels for each CPI.

"Reporting Period" means a period of 1 (one) month(s).

"Target Service Levels" with respect to any CPI, the "Target Service Level" as indicated in the relevant Service Level Matrix.

3. Service Levels

- 3.1 The Company shall endeavor that the functionality of the Software Products and the Services provided by the Company shall be at least 99.99% and in accordance with the Minimum Service Levels for each CPI set out in the Service Level Matrix. The Company shall measure and report the performance for each CPI listed in the Service Level Matrix over the Reporting Period. The reports shared by the Company will be final and binding.

4. Service Credits

- 4.1 In the event the Company commits a Service Level Default, 1 (one) Service Credit shall accrue to the Licensee, subject to the Earn-Back Mechanism.
- 4.2 Without prejudice to the Company's other obligations under this Agreement, Service Credits shall be the Licensee's sole and exclusive remedy for the Company's failure to meet any Minimum Service Level, and the Licensee shall not be entitled to claim any damages from the Company or terminate the Agreement in relation to a breach for which the Licensee has been granted Service Credits in accordance with this Schedule.

- 4.3 Multiple Service Level Defaults attributable to a single incident will be treated as a single Service Level Default. Licensee shall not be entitled to a Service Level Credit for each of such Service Level Defaults caused by a single incident.

5. Earn-Back

- 5.1 The Company shall have certain earn-back rights in respect of Service Credits incurred as a result of the Company's failure to meet the Minimum Service Levels. The terms of such earn-back rights are set out in this Clause 4 (the "**Earn-Back Mechanism**").
- 5.2 The Company will earn-back a credits equal to the relevant Service Credit (the "**Earn-Back Credit**"), when the Company meets or exceeds the Target Service Levels for the CPI for which the Service Level Default occurred, for (3) three Reporting Periods immediately following the period in which the Service Level Default occurred.
- 5.3 The Company shall notify the Licensee if the Company becomes entitled to an Earn-Back Credit.
- 5.4 The Service Credit against which an Earn Back Credit has been earned by the Company, shall stand nullified.

6. Service Credit Redemption

- 6.1 Upon completion of a period of 6 (six) months ("**Reconciliation Period**") during the License Term, the Company shall share a report providing the total Service Credits granted to the Licensee (subject to deduction of Service Credits in accordance with Clause 5.4). The Licensee shall be entitled to extension of the License Term by a period of 7 (seven) days for each credit Service Credit granted to the Licensee during the Reconciliation Period.

7. Exclusion to applicability of Service Credit

- 7.1 The Company should be excused from a failure to meet a Minimum Service Level to the extent that the Service Level Default is caused by:
- (a) the Licensee's or any User's and/or Permitted Sub-Licensee's and/or any Authorised Affiliate's failure to perform its respective responsibilities under the Agreement;
 - (b) occurrence of a Force Majeure Event;
 - (c) problems with hardware, software, systems, connectivity, equipment, environment, networks or other connected items or materials that are the responsibility of the Licensee, the Licensee's contractors or any other associated third party; or
 - (d) any planned downtime agreed in advance in writing by the Company with the Licensee.

APPENDIX A

Service Level Matrix

#	Priority	Description	Initial Response Time
1.	P1	Indicates a reported incident where product is completely unavailable and inaccessible to all Users.	< 1 Hour
2.	P2	Product is available; however, functionality or performance of the is severely affected	< 2 Hours
3.	P3	Product is available and usable with partial , with non-critical loss of functionality.	< 4 Hours
4.	P4	General enquiries on the product use, support and documentation.	Next Business Day