



Software as a Service

SCHEDULE 1 - PREMIUM SERVICE

INTRODUCTION

This SLA only applies if the Customer has agreed to pay for, and PCA has agreed in writing to provide, the Premium Service for the respective Support Period. Subject to the provisions of this SLA and the Agreement, this entitles the Customer to:

- (a) Support arrangements with targeted response and remedy times;
 - (b) Availability commitments in respect of Services' availability;
 - (c) Service Credits if the Services' availability commitments are missed.
- "Monthly Recurring Fee" means 1/12 of the current Year's Subscription Fees paid by the Client or, if the Client has not paid any Subscription Fees during that Year, 1/12 of the current Year's Subscription Fees which have been agreed to be paid by the Client during that Year.

1. CHARGES

1.1. The Customer agrees to pay the SLA Charge for the Premium Service in addition to the Subscription Fees.

2. SERVICES' AVAILABILITY

- 2.1. The Supplier shall provide at least a 99.9% average monthly uptime Services' availability level as an aggregate of all Services. The actual average monthly uptime Services' availability level as an aggregate of all Services is referred to as the "Uptime Service Level".
- 2.2. The Uptime Service Level is calculated by measuring the collective Services' availability during a 24 hour day (see Paragraph 3 below) from PCA's or its subcontractors' servers hosting the respective Services (such PCA subcontractors being referred to as the "PCA Hoster") to the farthest network egress point to the public Internet that is entirely under the direct control of PCA or the PCA Hoster.
- 2.3. The Uptime Service Level excludes from any measurements (and the following do not constitute downtime for the purpose of calculating the Uptime Service Level):
 - (a) issues with any software and data not forming part of the PCA Offering;
 - (b) with hardware or networks which are not under the direct control of PCA or the PCA Hoster;
 - (c) planned maintenance in respect of which PCA has provided at least 5 days' advance notice by email or by a notice on the PCA Website and any Emergency Maintenance (other than that referred to in Paragraph 5.3 below);
 - (d) any Customer Causes (including a failure to adhere to implementation guidelines as specified in the Documentation, or issues resulting from account settings which are under the Customer's control);
 - (e) any Customer caused or third party caused outages or disruptions;
 - (f) outages or disruptions attributable in whole or in part to Force Majeure Events;
 - (g) Services which are notified as being discontinued by PCA (PCA to give at least 90 days' notification of such intended discontinuation); and
 - (h) any suspensions in the Service and/or Premium Service due to late payment of invoices.

3. AVAILABILITY MEASUREMENT

- 3.1. The Uptime Service Level shall be measured by PCA:
 - (a) based on the monthly average percentage uptime, calculated at the end of each calendar month;

- (b) by dividing the total actual uptime minutes during that calendar month by total possible uptime minutes in that calendar month (as visible from the SLA Report). "Uptime" refers to when the Service is not suffering from a P1 or P2 incident (see the table in Paragraph 1.1.b) below) and the calculation is subject to Paragraph 2.3 above.

4. SERVICE CREDITS

- 4.1. If the SLA Report shows that the Uptime Service Level for the totality of Services in a calendar month falls below 99.9%, the Customer shall be eligible for a service credit ("Service Credit") calculated as follows:

Uptime Service Level For Calendar Month	Service Credit
< 99.9% but ≥ 99.5%	25% of Monthly Recurring Fee
< 99.5% but ≥ 99.0%	50% of Monthly Recurring Fee
< 99.0% but ≥ 95.0%	75% of Monthly Recurring Fee
< 95.0%	100% of Monthly Recurring Fee

- 4.2. Maximum Service Credit in a given month is an amount equal to 100% of the Monthly Recurring Fee for that month. Only one Service Credit can accrue in respect of the totality of Services in a calendar month, irrespective of whether there is a disruption in one Service or more than one Service.
- 4.3. The parties agree that the Service Credits constitute a genuine pre-estimate of the maximum loss the Customer would suffer as a result of the disruption in the Services and are the Customer's sole and exclusive remedy for all disruptions to the Services.

5. MAINTENANCE ACTIVITIES

- 5.1. Maintenance of PCA's or the PCA Hoster's infrastructure, servers, software or other aspects of the Services ("Maintenance Events") may require interruption of the Services.
- 5.2. Subject to Paragraphs 5.3 below, PCA shall use reasonable endeavours to ensure that Maintenance Events are scheduled to take place outside Business Hours but Emergency Maintenance may need to be performed inside Business Hours. The Supplier shall use reasonable endeavours to keep any Service interruptions due to a Maintenance Event during Business Hours to a minimum.
- 5.3. Any Emergency Maintenance occurring during Business Hours, which has not arisen as a result of the wrongful acts or omissions of the Customer, shall be considered downtime for the purpose of the Uptime Service Level measurement.

6. SUPPORT SERVICES

- 6.1. During the Support Period, PCA shall provide the Support Services during Business Hours. Support Services will be provided on a remote, off-site basis (such as over the telephone or by e-mail).
- 6.2. As part of the Support Services, the Supplier shall:
 - (a) provide help desk support by means of the telephone numbers and e-mail addresses notified to the Customer to assist with, identify and/or resolve Faults;
 - (b) use reasonable efforts to correct all Faults notified to the help desk.



6.3. PCA may reasonably determine that any services are Out Of Scope Support. If PCA makes any such determination, it shall promptly notify the Customer giving its reasons for such determination.

7. OUT OF SCOPE SUPPORT PROVISION

7.1. PCA is under no obligation to provide any Out Of Scope Support and, where provided, it will be provided on a discretionary basis by PCA (and will not oblige PCA to provide further support on any future occasion).

8. SUBMITTING SUPPORT REQUESTS AND ACCESS

8.1. The Customer may request Support Services by way of a Support Request pursuant to Paragraph 6 above. Each Support Request shall include a description of the problem and the start time of the incident.

8.2. In respect of each Support Request, the Customer shall provide PCA promptly with such output and other data, documents, information, assistance and (subject to compliance with the Customer's reasonable security and encryption requirements notified to the Supplier in writing) remote access to the Customer's system, as are reasonably necessary to assist PCA to reproduce operating conditions similar to those present when the Customer detected the relevant Fault, or to respond to the relevant Support Request.

9. SERVICE LEVELS

- 9.1. PCA shall:
- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
 - (b) aim to respond to all Support Requests in accordance with the target times specified in the table below:

	Description	Update Objectives
P1	The entire Service is unavailable and inaccessible. Priority 1 incidents shall be reported by telephone only.	First response within 1 hour. Subsequent responses every hour, or as agreed during incident reporting. Resolution target: 4 hours
P2	Operation of the Service is severely degraded, or major components of the Service are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	First response within 2 hours. Subsequent responses every 2 hours or as agreed during incident reporting. Resolution target: 8 hours
P3	Certain non-essential features of the Service are impaired while most major components of the Service remain functional; or any issues which do not fall within Incident Levels P1, P2 or P4.	First response within 4 Business Hours. Subsequent responses every 4 Business Hours or such other reasonable period as notified during incident reporting. Resolution target: 3 Business Days
P4	Errors that are non-disabling. Alternatively, cosmetic and clearly have little or no impact on the normal operation of the Service.	First response within 7 Business Days. Resolution target: By next major Service software update

9.2. The target times in the above table are objectives and do not give rise to any contractual consequences, Service Credits or other compensation, rights or remedies (except as set out in Paragraph 10.1 Below) if they are not complied with. The Customer has alternative remedies for Uptime Service Level issues in accordance with the Service Credits regime described in Paragraph 4.

9.3. The Supplier shall give the Customer regular progress updates of the nature and status of its efforts to correct any Fault, either by notification on the PCA Website or by e-mail or telephone.

10. ESCALATION

10.1. If a solution is not provided within the relevant target, times in Paragraph 9.1 above, the Customer may escalate the Support Request to the parties' respective relationship managers.

10.2. The provisions of this SLA do not impose any liability on PCA other than payment of Service Credits. All of the other provisions in the SLA are agreed to be commercial objectives, which do not give rise to any contractual liability to the extent that there is any non-compliance with them by PCA.

11. COMMUNICATIONS

11.1. In addition to the mechanisms for giving notice specified in the Agreement, the parties may communicate in respect of any matter referred to in this SLA by e-mail (unless expressly specified otherwise).