

SCHEDULE 2 - SERVICE LEVELS (SLA)

For the purposes of this SLA "Customer" shall mean [].

This SLA shall apply to each Service Order during its term.

1. Availability

- (a) Service Outage and Service Availability.
- (b) **"Service Outage"** means, in respect of Premises, the total time in any month (24 hours a day, seven days a week) the relevant Service in accordance with this Agreement is subject to a Serious Problem in that Premises as defined in paragraph 7.5 below.
- (c) **"Availability"** means the percentage of time in a given month, in respect of Premises, that is not subject to any Service Outage. This is calculated as follows:

$$(B - A) \div B \times 100\%$$

Where:

"A" = the total number of minutes of Service Outages

"B" = the total number of minutes in a month (during Business Hours) but excluding any Scheduled Service Downtime and Planned Maintenance Shutdown relating to that Premises.

Subject to the terms of this Agreement, essensys will deliver the following Availability Service Levels for each Premises:

Digital Infrastructure	Software	Marketplace Services
.99.99% per month	.99.90% per month	.99.90% per month

- (d) 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.
- (e) Where a Service Outage is discovered by essensys, it shall notify the Customer and update the Customer hourly during Business Hours on the status of any Service Outage that lasts more than thirty (30) minutes.
- (f) Subject to this Agreement, each Premises is connected to the essensys infrastructure using a primary fibre connection of at least 1Gbps capacity. This connection is typically provided by a "Tier 1" carrier network as a Layer 2 VLAN transparent Ethernet and is the primary method of access to the infrastructure services. Depending on the SLA chosen, a backup circuit may provide a secondary route to the infrastructure in the event of a primary circuit failure.
- (g) The Availability Service Level only applies where the Premises are served by a Primary and a Backup connection as described above. Where Services are deemed Ready for Service and an In-Service Notification is issued without both a Primary and Backup essensysCloud connection place, the Customer agrees that no Service Level shall apply.

2. **Scheduled Service Downtime**

essensys will be entitled to shut down access to 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:

- (a) Scheduled Service Downtime will not occur during Business Hours, or 2 hours either before or after Business Hours;
- (b) essensys will give the Customer not less than 5 Business Days' notice in writing of any Scheduled Service Downtime; and
- (c) essensys will use its commercially reasonable endeavours to avoid Scheduled Service Downtime in consecutive weeks.

3. **Emergency Shutdown**

If essensys requires an emergency shutdown of access to 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 normal availability.

4. **Planned Maintenance Shutdown**

- (a) In the event that essensys requires the planned shutdown of access to 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.
- (b) essensys may request 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 with Customer at least 10 Business Days in advance.

5. **Other Planned Maintenance:**

- a) If essensys wishes to perform planned maintenance that does not require a Planned Maintenance Shutdown ("**Other Planned Maintenance**"), this will take place outside of Business Hours and be notified to Customer at least 5 Business Days in advance.

6. **Hardware Maintenance and Replacement:**

- a) As part of the monitoring of the Availability of Services in paragraph 1(c), essensys will monitor the performance of Hardware and Customer Hardware and ensure that the permanent software programmed into a read-only memory of Hardware or relevant Customer Hardware ("**Firmware**") is regularly checked and, once any new update has been tested by essensys, essensys shall use its reasonable endeavours to update in accordance with the manufacturer's recommendations or instructions. To the extent such services or updates are provided in relation to Customer hardware, such services will be chargeable on a time and materials basis in accordance with essensys' then applicable schedule of charges.
- b) Any Hardware that becomes faulty and cannot be remotely diagnosed and/or recovered will require on-site repair and/or replacement. essensys will assist with the replacement of faulty Hardware (but not Customer Hardware). If Customer requires

essensys to arrange for shipping of a replacement device, essensys will recover any shipping costs incurred from Customer. If Customer requires essensys to install or replace Hardware, such services will be chargeable on a time and materials basis in accordance with essensys' then applicable schedule of charges. There is no SLA for Hardware replacement.

7. **Response and Resolution**

7.1 Definitions

For the purposes of this paragraph 7:

“Critical Impact” means where Users are reasonably prevented from conducting their normal business by a loss in the quality of the Services provided;

“Problem” means an issue with the Services that prevents it from performing in accordance with this Agreement;

“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 corrective action has been provided to Customer and **“Respond”** and **“Responded”** shall be construed accordingly; and

“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. The Resolution Time shall exclude any time where essensys is dependent on Customer or a third party to do or refrain from doing anything, by way of example only: including the need for the provision of information regarding the Problem or access to Premises.

7.2 Identification of Problems

Problems with the delivery of each Service will be identified by essensys through monitoring or via a case raised by Customer.

7.3 Business Hours

The normal hours of operation for essensys providing support are Business Hours.

7.4 Ordinary Problems

Except where a Problem is defined as a Serious Problem as set out in paragraph 7.5, essensys will respond to and resolve each Problem (**“Ordinary Problem”**) during Business Hours as follows:

ORDINARY PROBLEM SERVICE LEVELS		
	Response Time	Resolution Time
Digital Infrastructure	4 hours	8.5 hours after Response
Software	4 Hours	Based on priority for hotfix or scheduled release in line with essensys current defect process

Marketplace Services	4 Hours	8.5 hours after Response
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7.5 Serious Problems

Where a Problem does or is likely to:

- (i) have a Critical Impact on all or a material proportion of the Users at one or more Premises; or
- (ii) result in the complete or significant loss of functionality of any Services,

AND

such Problem is not a result of Scheduled Service Downtime and Planned Maintenance Shutdown relating to that Premises, it will be treated as a **“Serious Problem”**.

essensys will respond to and resolve a Serious Problem as follows:

RESPONSE TIME	RESOLUTION TIME
2 Hours	4 Hours after Response

The Response Times and Resolution Times apply to Business Hours only.

7.6 Classification of Problems

A Problem will be classified by Customer (acting reasonably) as either an Ordinary Problem or Serious Problem at the time the Problem is logged or as soon as reasonably practicable. Unless (acting reasonably) essensys disputes the classification, essensys shall act in accordance with such classification. Where essensys disputes the classification, it shall notify Customer giving its reasons for the dispute and the Parties shall (acting reasonably) work together to agree the classification as soon as reasonably practicable.

Where Customer has not provided a classification in accordance with the above, essensys shall notify Customer requesting that Customer provide such classification.

Each timescale commences when the request is reported to the helpdesk. Where any part of a timescale extends beyond Business Hours for a given day, it rolls over into the start of the following working day.

8. Support Escalation

8.1 Escalation of Problems

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

- (a) Escalation 1 escalations@essensys.tech
- (b) Escalation 2 +44 (0) 20 31025230/ +1 646-931-5525

8.2 essensys undertakes to provide a response for escalations made during Business Hours and via a duty engineer at other times.

9. **Service Level Reporting**

essensys will within five (5) Business Days after each month provide Customer with a report containing:

- (a) the Availability of each Service on a Premises-by-Premises basis during the relevant month and any Service Outage 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 Resolution; and
- (c) details of any outstanding Ordinary Problems and Serious Problems, and which have not been Resolved.

10. **Service Level Failures**

10.1 Subject to paragraph 10.2, failure by essensys to achieve the following Service Levels shall be deemed a "**Service Level Failure**":

- (a) the Availability Service Level in paragraph 1(b);
- (b) the Response Service Level for Ordinary Problems in paragraph 7.4; and
- (c) the Response Service Level for Serious Problems in paragraph 7.5.

10.2 essensys shall not be liable for a Service Level Failure or deemed to be in default of its obligations under this Agreement (and, for the avoidance of doubt this Service Level Agreement generally) to the extent caused by any delay occasioned by or failure of Customer or any third party to do or refrain from doing some act; including but not limited to a defect in the provision of any telecommunications or hosting services (by way of example only, Colt, AWS etc.).

11. **Remedying Service Level Failures**

11.1 In the event of a Service Level Failure, essensys shall:

- (a) notify Customer of the Service Level Failure;
- (b) investigate the underlying cause of the Service Level Failure;
- (c) report the findings of such investigation to Customer and set out the steps essensys intends to take in order to help mitigate the effects of the Service Level Failure and prevent it from recurring;
- (d) correct the Service Level Failure and resume the provision of the Services to the standard required to achieve the relevant Service Level; and
- (e) advise Customer of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Level Failure.

12. **Service Credits**

- (a) In the event of three Service Level Failures within a single calendar month at a single Premise, Customer will be entitled to receive a credit equal to 50% of the Fees for that month relating to the Services of the Premises affected.

- (b) In the event of six Service Level Failures within a single calendar month at a single Premise, Customer will be entitled to receive a credit equal to 100% of the Fees for that month relating to the Services of the Premises affected.

Service Credits must be requested within one (1) month of the Service Level Failures to qualify for Service Credits.

13. **Service Credits as sole remedy and limit**

- (a) The sole remedy for a breach of this SLA, including, but not limited to, any Service Level Failures, shall be the Service Credits referred to within it.
- (b) It is agreed that notwithstanding the volume of Service Level Failures the maximum Service Credits available to the Customer in respect of a Service Order shall not exceed of 100% of the Fees payable under that relevant Service Order.