

ReadyTech Standard Service Level Agreement - v21.1

1. Definitions and Interpretation

- 1.1. In this Standard Service Level Agreement (**SLA**), definitions and any rules of construction in the Agreement to which this SLA forms part, are hereby incorporated into this SLA by reference. For the avoidance of doubt, a reference made to a clause in this SLA is a reference to the clause of this SLA and not to a clause of the Agreement.

2. Availability Target

- 2.1 The Company will use its best endeavours to make the Software Available, as measured over the course of each calendar month during the Term (each such calendar month, a **Service Period**), at least 99.9% of the time (the **Availability Target**). **Available** means the Software is available and operable for access by End Users materially in accordance with the Documentation. **Availability** has a corresponding meaning. **Actual Uptime** means the number of minutes in the Service Period that the Software is Available. **Percentage Uptime** = $[\text{Actual Uptime} + \text{Total Minutes in Service Period the Software is not Available due to Scheduled Maintenance, Force Majeure Events and/or the Customer's breach of the Agreement}] \div \text{Total Minutes in Service Period} \times 100$.

- 2.2 For the purposes of this SLA, **Scheduled Maintenance** means any period of time during which all or part of the Software is not functioning or is unavailable during a maintenance window outside Business Hours which has been notified to the Customer.

3. Provision of Support Services

- 3.1 Where an Accepted Order specifies that the Company will provide support services to the Customer, the Company will use its best endeavours to respond to any request for technical support with respect to any reproducible malfunction in the Software that the Customer reports to the Company that prevents the Software from performing materially in accordance with the Documentation (**Software Bugs**) in accordance with the applicable response times set out in clause 6.1 of this SLA (collectively, the **Support Services**).

- 3.2 Where an Accepted Order specifies that the Customer must purchase Support Services hours in advance or where the Customer otherwise purchases Support Services hours in advance (e.g. for services listed in 7.1 Exclusions):

- (a) the Customer may only request Support Services under this SLA if it has a positive balance of Support Services hours available (**Available Support Hours** also known as **Professional Services Hours**);
- (b) purchased Available Support Hours expire when the Customer's subscription has expired or has not been renewed;
- (c) each time Support Services are provided, a minimum of 1 hour will be deducted from the Customer's balance of Available Support Hours;

- (d) where more than 1 hour is spent providing Support Services, the number of Available Support Hours deducted from the Customer's balance of Available Support Hours will be rounded up to the nearest hour; and

- (e) in the event that the Company provides Support Services where the Customer has insufficient Available Support Hours, the Company will invoice the Customer for the Support Services provided at the Company's then standard support rates in effect and the Customer must pay the invoice within 30 days from the date it is issued.

4. Support Services Conditions

- 4.1 The Customer agrees to:

- (a) provide the Company with prompt access to its and its End Users' technical environment, including any software, systems, equipment, hardware and networks (via physical or remote electronic access, as determined by the Company); and
- (b) provide the Company with access to all of the Customer's necessary Personnel and/or documentation,

as required by the Company to provide the Support Services.

5. Technical Support

- 5.1 The Support Services are limited to the provision of telephone, web service desk and email technical support during Business Hours to answer questions from the Customer about Software Bugs, maintenance of user accounts and system access.

- 5.2 The Support Services will be provided through the Company's technical support hotline (via telephone or web service desk) which operates during Business Hours. A support phone number, email address and web service desk address will be provided to the Customer by the Company through which the Customer can request the technical support referred to in clause 5.1.

- 5.3 The Company will provide End Users with access to any online knowledgebase, educational materials and video tutorials made available by the Company about the Software for use by the Customer's End Users. All such knowledgebases, educational materials and video tutorials are Confidential Information of the Company.

- 5.4 The Customer must provide Level 1 Technical Support to its End Users. For the purposes of this SLA, **Level 1 Technical Support** means answering questions about the features of the Software, training End Users in how to use and access the Software and resolving simple technical issues.

6. Technical Support Service Levels

- 6.1 The Company will use reasonable endeavours to acknowledge its receipt of any request for Support

Services pursuant to this SLA within the following timeframes:

| Priority | Response | Resolution Time |
|----------|------------------|------------------|
| 1 | 120 minutes | 24 hours |
| 2 | 8 Business Hours | 10 Business Days |
| 3 | 5 Business Days | 20 Business Days |
| 4 | 5 Business Days | 60 Business Days |

6.2 The priorities in the table at clause 6.1 above will be determined using the following procedure in accordance with the Priority Classification set out in clause 6.3:

- (a) the Company will determine the priority in its absolute discretion;
- (b) the Customer will review and accept or propose a new priority;
- (c) the Company will review and accept the new priority or justify the existing priority;
- (d) in the event that a priority is not agreed upon, the Company and the Customer will in good faith discuss the priority so as to reach an agreement; and
- (e) either party may escalate the priority as a Dispute in accordance with the Terms of Service in the event that no agreement is reached under step (d) above.

6.3 The **Priority Classification** is as follows:

- (f) **Priority 1** means an incident that involves unscheduled downtime and complete outage, severe performance degradation or other failure of the Software which prevents any End User from being able to access the Software.
- (g) **Priority 2** means an incident that materially impacts End Users' ability to continue one or more critical business functions using the Software.
- (h) **Priority 3** means an incident relating to the Software not covered by Priority 1 or Priority 2 that impacts End Users' ability to access or use the Software where normal business continues without a significant amount of additional effort.
- (i) **Priority 4** means an incident which either has no or a minimal material impact on the Customer, its End Users or business processing, but requires remediation.

6.4 For the avoidance of doubt, time spent waiting for the Customer to provide information or cooperation required by the Company to respond to and resolve requests for Support Services (the subject of clause 5.1), is not counted toward the times specified in the table at clause 6.1.

6.5 For the purposes of this SLA, the response and resolution times specified in the table at clause 6.1 above, are measured from the time a technical support request for Support Services is received by the Company. If a support request is sent outside of Business Hours it shall be deemed to be made at 9.00 am on the next Business Day.

7. Exclusions

7.1 Except where expressly specified to the contrary in an Accepted Order, the Customer acknowledges that the following are not included as part of Support Services:

- (a) any form of system configuration, custom development and/or feature requests;
- (b) government reporting and/or the creation of new reports;
- (c) education of End Users, other than answering Level 1 Technical Support questions as described in 5.4.
- (d) the updating, modification, exporting, conversion or migration of data;
- (e) interfacing and/or integration with other systems or answering questions about such interfacing and/or integration;
- (f) unavailability that arises because of viruses, malware or deletion of data;
- (g) unavailability that arises because the Customer's hardware or network connections are not properly configured; and/or
- (h) unavailability that arises because of use of an incompatible web browser.

8. Browser Compatibility

8.1 The Company will ensure that the Software will be compatible with the latest versions of the following web browsers:

- (a) Google Chrome;
- (b) Firefox;
- (c) Internet Explorer;
- (d) Safari.