



Version 3. Last updated: 14 April 2020.

SERVICE LEVEL AGREEMENT: BankVal Hosting Services

This Service Level Agreement only applies if the customer uses both Software interfaces to Unified Software's hosting providers' data centres. It shall not apply where the customer only uses one Software interface.

1. SERVICE AVAILABILITY

Unified Software shall provide at least a 99.99% uptime service availability level (Uptime Service Level). This availability refers to an access point on Unified Software hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network, as the customer is responsible for its own internet access. Availability does not include scheduled maintenance, customer-caused or third party-caused outages or disruptions such as hacking, spamming, computer viruses or other hostile computer programs, or outages or disruptions attributable in whole or in part to force majeure events within the meaning of paragraph 4.

2. AVAILABILITY MEASUREMENT

Unavailability shall be measured by Unified Software's hosting providers. Availability measurement is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month. The Hosting Services shall only be unavailable if both hosting providers' data centres are unavailable at the same time.

3. SERVICE CREDITS

- 3.1. If availability falls below the Uptime Service Level (as defined in paragraph 1) in a given calendar month (Service Delivery Failure), Unified Software shall credit the customer's account by an amount calculated as the product of the total cumulative downtime (expressed as a percentage of the total possible uptime minutes in the month concerned) and the total monthly Licence Fee owed for that month (Service Credit).
- 3.2. A Service Credit shall not be payable unless the customer requests it within 5 working days of the service-affecting event(s). The maximum Service Credit allowable in a given 24 hour period is limited to an amount equal to the Licence Fee owed by the customer for that day. The maximum amount that Unified Software Limited will credit to a customer's account for any quarter will be 75% of the monthly Licence Fee.
- 3.3. The customer acknowledges and agrees that the terms of this Service Level Agreement relating to Service Credits constitute a genuine pre-estimate of the loss or damage that the customer would suffer as a result of Unified Software's Service Delivery Failure and are not intended to operate as a penalty for Unified Software's non-performance.



4. **Force Majeure**

Unified Software shall have no liability to the customer under this service level agreement or the Licence if the Service Delivery Failure is caused by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Unified Software or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.