

Schedule 1 - Service Levels

1. PURPOSE OF SCHEDULE

1.1 What is this Schedule?

- (a) This document comprises a *Service Level Schedule* and should be read in conjunction with the *Master Services Agreement*, *Service Schedule* and relevant *SOW* forming part of the Agreement between Arkance and the Customer.
- (b) This *Service Level Schedule* details certain terms and conditions with respect to the Support Services offering of Arkance for the relevant duration of the provision of such Support Services under the Agreement.

1.2 Defined terms + interpretation

- (a) In this *Service Level Schedule*, unless otherwise provided, capitalised terms shall have the meaning as specified in the *Master Definitions + Interpretation Schedule*.
- (b) A reference to Service in this document concerns the Support Services offering as contemplated by the Agreement with the Customer.

2. INCLUSIONS + EXCLUSIONS

- 2.1 Support Services inclusions and exclusions are detailed in the [Service Schedule/SOW].
- 2.2 Arkance will not provide Support Services in relation to any systems that have not been supplied by Arkance to the Customer, and controlled by Arkance, or their interaction with the Services supplied by Arkance.

3. HOW ARE SUPPORT CASES LOGGED?

- 3.1 Details of how to log a Case with the Arkance support system are set out in clause [x] of the [Agreement].

4. CUSTOMER SUPPORT

- 4.1 The Arkance support system is a conduit to the entire customer support function of Arkance.
- 4.2 The customer support function of Arkance is made up of separate teams dedicated to supporting specific products and providing specific services.
- 4.3 The Arkance support system is responsible for responding to support cases in a timely manner, ensuring the details of a Customer's support request are documented appropriately and also for starting the resolution process as soon as possible. The support team will suggest possible answers to questions raised and problems experienced as well as provide recommended courses of action.

5. SEVERITY + TARGET RESPONSE TIMES

- 5.1 Arkance will assign to each support case with a Severity (from Level 1 to Level 5), in accordance with the following table. The purpose of the Severity is to prioritise urgency of action so that the support case may be resolved.

Severity	Target Response Time	Maximum Response Time	Target Resolution Time	SLA Period
1	[20 mins]	[2 hours]	[2 hours]	[Support Hours]
2	[30 mins]	[2 hours]	[4 hours]	[Support Hours]
3	[90 mins]	[4 hours]	[12 hours]	[Support Hours]
4	[240 mins]	[8 hours]	[As scheduled]	[Support Hours]
5	[360 mins]	[12 hours]	[As scheduled]	[Support Hours]

- 5.2 Arkance reserves the right, act reasonably, to amend at any time the Severity of a support case.

6. EXPLANATION OF SEVERITY

- 6.1 **Critical Issue (Severity 1)** means a failure impacting all users, as reasonably determined by Arkance..
- 6.2 **Urgent Issue (Severity 2)** means a failure impacting multiple users but not all users, as reasonably determined by Arkance..
- 6.3 **Standard Issue (Severity 3)** means an issue impacting a single user, as reasonably determined by Arkance.
- 6.4 **Low Issue (Severity 4)** means a minor event causing little or no impact, as reasonably determined by Arkance.
- 6.5 **Request (Severity 5)** means an enhancement/change to an existing environment, as reasonably determined by Arkance.

7. CLOCK STOP CIRCUMSTANCES

- 7.1 The Target Response Times or Target Resolution Times will not include any time period(s) during which there is:
 - (a) any outstanding additional information, assistance and/or material required from the Customer or a third party which is necessary for Arkance to help resolve the Registered Case; or
 - (b) a lack of the required remote connectivity or access to the Customer's environment(s).
- 7.2 The times noted in clause 5 do not apply where a delay is:

- (a) due to a Force Majeure Event;
- (b) caused by misuse by the Customer or its Personnel;
- (c) due to scheduled and emergency maintenance;
- (d) caused by defects or problems arising from the Customer's IT infrastructure, including any systems, software, services or IT infrastructure provided or hosted by a third party service provider; or
- (e) caused by a virus, hacking, cyber security breach or other malicious activity of any person (unless caused by Arkance).

8. HOW ARE REGISTERED CASES RESOLVED?

- 8.1 Arkance will use its reasonable commercial endeavours to procure that a Registered Case is resolved by Arkance within the Target Resolution Time for the particular Severity.

9. HOW ARE REGISTERED CASES RESOLVED?

- 9.1 The Customer acknowledges that there are various ways in which a support case may be resolved and that the resolution work may consist of fixes, workarounds, configurations, software re-starts and/or other methodologies or action items, including the making available of subsequent Updates or new Releases and so forth.

10. CONDITIONS OF SUPPORT SERVICES

- 10.1 It is a condition of the provision of Support Services that:
- (a) the Customer has fully complied with the Agreement, including providing remote access when required and access to all applications and databases as may be relevant;
 - (b) the Customer has not materially breached any other agreement with Arkance;
 - (c) the Customer has maintained the Application Software with all pertinent Updates and Releases made generally available and is not operating in unsupported state (including without limitation using old products which are no longer supported by Arkance); and
 - (d) the Licensed Release of the Application Software is subject to a valid and current licence or right of use, has been fully delivered, installed and configured as well as been accepted and subject to "Go Live".