

SERVICE LEVEL AGREEMENT FOR INTELSYS CLOUD SERVICES

This Service Level Agreement for Intelsys Cloud Services ("IC Services") sets forth the applicable Service Levels for IC Services to which Customer has subscribed in an Order Form with Intelsys.

1. DEFINITIONS

Capitalized terms used in this document but not defined herein are defined in the Agreement.

- 1.1. "**Agreed Downtime**" means any downtime requested by Intelsys or Customer and mutually agreed by the parties.
- 1.2. "**Business Day**" means any days from Monday to Friday with the exception of the public holidays observed at Customer's primary access location designated in the Order Form.
- 1.3. "**Computing Environment**" means the Intelsys provided data center facilities, servers, networking equipment, operating systems, and data storage mechanisms selected and used by Intelsys to provide the Cloud Service for the Customer, and includes the production Computing Environment ("**PRD**"), and any other Computing Environment used for non-production purposes ("**NON-PRD**"), as agreed in the Order Form.
- 1.4. "**Credit**" means the following, subject always to Section 5 of this Service Level Agreement:
 - 1.4.1. for IC Subscription, 2% of Monthly Service Fees for each 1% below the SLA.
- 1.5. "**Downtime**" means the Total Minutes in the Month during which the Cloud Service (or Servers for Server Provisioning) does not respond to a request from Intelsys' Point of Demarcation for the data center providing the Cloud Service (or Server for Server Provisioning), excluding Excluded Downtime.
- 1.6. "**Emergency Downtime**" means downtime during critical patch deployment and critical operating system upgrades as described in the Supplement.
- 1.7. "**Excluded Downtime**" means the Total Minutes in the Month attributable to: Scheduled Downtime; Agreed Downtime; Emergency Downtime; downtime caused by factors outside of Intelsys' reasonable control such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised (see examples in Section 2); or downtime of a NON-PRD system caused by using the NON-PRD for failover/to repair to a PRD system.
- 1.8. "**Incident**" means unplanned interruptions or material reduction in service quality to the Computing Environment that is reported by Authorized Users.
- 1.9. "**Incident Reaction Time**" means the amount of time (e.g. in hours or minutes) between when the Intelsys SupportLevel 1 organization is notified of the Customer-reported Incident and the first action is taken by an Intelsys support person, familiar with the Customer's environment, to repair the Incident.
- 1.10. "**Licensed Software**" means the applications, databases, software, tools and components owned or licensed by Customer (other than any Subscription Software) which Customer provides to Intelsys to be hosted in the Cloud Service.
- 1.11. "**Local Time**" means the time zone in Customer's primary access location identified in the Order Form.
- 1.12. "**Month**" means a calendar month.
- 1.13. "**Monthly Service Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the affected Cloud Service which did not meet the SLA.
- 1.14. "**Scheduled Downtime**" means downtime scheduled at a mutually agreed time, as listed in the Order Form, or as described in the Supplement.
- 1.15. "**Subscription Software**" shall (i) have the meaning set forth in its respective Supplement for HEC Services and Tailored Option Services, and (ii) mean Cloud Services Software set forth in its respective Supplement for EX Services and Private Cloud Edition Services.

- 1.16. **“System”** means one or more interrelated and interdependent components such as databases, servers, networks, load balancers, web dispatchers, tenants, etc. which when taken as a whole are used to operate a tier. Each combination of components used within each tier is equivalent to one System. System Availability Percentage is measured at the tier level. For HEC Services and Tailored Option Services, each System is identified by the Tier No. column in the System Setup Table in the Order Form, and for Private Cloud Edition Services and EX Services, each System is identified by the system tier type as set forth in the Service Description Guide and Service Use Description respectively of the Supplement. For Server Provisioning, System as used herein means Server, as defined in the Order Form.
- 1.17. **“System Availability Percentage”** for each System is calculated and defined as follows:

$$\frac{\text{(Total Minutes in the Month - Planned Downtime - Downtime)}}{\text{(Total Minutes in the Month - Planned Downtime)}} * 100$$
- 1.18. **“System Availability Service Level”** or **“SLA”** means the applicable System Availability Percentage specified below during each Month for the Computing Environment (and Server for Server Provisioning, if applicable) after System handover to the Customer:
- 1.18.1. 99.5% System Availability Percentage for PRD unless a higher System Availability Percentage is identified in the Supplement or Order Form;
- 1.18.2. 90.0% System Availability Percentage for NON-PRD; and
- 1.18.3. 90.0% System Availability Percentage for Server Provisioning.
- 1.19. **“Total Minutes in the Month”** are measured 24 hours at 7 days a week during a Month.

2. SYSTEM AVAILABILITY

- 2.1. The SLA shall not apply to Licensed Software from a third party unless otherwise expressly set forth in the Order Form.
- 2.2. Downtime caused by factors outside of Intelsys’ reasonable control include, but is not limited to the following:
- 2.2.1. Customer’s failure to meet Customer’s responsibilities (including ordering maintenance for the Licensed Software, using a version or release of the Licensed Software and/or Subscription Software on current maintenance) as set forth in the Agreement.
- 2.2.2. Downtime caused by Customer.
- 2.2.3. Interruptions as a result of requirements stipulated by a third-party manufacturer of the Licensed Software.
- 2.2.4. Interruptions or shutdowns of the Computing Environment, or portions thereof (or Servers for Server Provisioning) resulting from the quality of the Licensed Software provided by the Customer and/or Customer’s customizations or modifications of the Licensed Software, Subscription Software or Computing Environment (or Servers for Server Provisioning), unless this is the responsibility of Intelsys under this Agreement.
- 2.2.5. Restore times of user data (recovery of database data from a media backup) where Intelsys was not the root cause for the required restoration.

3. SERVICE LEVEL REPORTING

- 3.1. Intelsys shall track and report to Customer the Service Levels set forth herein in a monthly summary report.
- 3.2. In the event that one or more of the Service Levels set forth herein are not met, Customer may notify the assigned Intelsys account manager and request to analyze the Service Level metric statistics based on the monthly summary report provided by Intelsys.
- 3.3. Intelsys will then promptly:
- 3.3.1. determine the root cause or possible root cause of the failure (if known) to meet the Service Level; and
- 3.3.2. unless failure is excused, develop a corrective action plan, and submit such plan to Customer for written approval (which will not be unreasonably withheld or delayed) and, following Customer’s written approval implement the plan in a reasonable period of time (and in accordance with any agreed timescales).

- 3.4. If applicable, Intelsys will provide the specific Credit as described in Section 4 below.
- 3.5. Intelsys will be relieved of its obligation to pay any applicable Credits and will not be in breach of the Service Level where the root cause analysis (as reasonably performed by Intelsys) indicates the failure to meet the relevant Service Level was caused by Customer and shall therefore be treated as Excluded Downtime. In the event that Customer disagrees with the root cause analysis, the parties will discuss the root cause analysis.

4. SERVICE LEVEL FAILURES

4.1. Service Credits

- 4.1.1. If Intelsys fails to meet the applicable SLA, Customer is entitled to claim a Credit which is calculated as the sum of the Credits for NON-PRD, PRD and Server Provisioning (as applicable), for Intelsys' failure to meet the respective SLA. Claims for a Credit must be made in good faith through a documented submission of a support case within 30 Business Days after receipt of the monthly SLA report. Under no circumstances will the total maximum Credits:
 - 4.1.1.1. for any 1 Month, exceed an aggregate of 20% of the Monthly Service Fee for that Month across all the Systems at 99.9% SLA (if identified in the Order Form and purchased by Customer), and an aggregate of 100% of the Monthly Service Fee for that Month across all SLAs; and
 - 4.1.1.2. for any given contract year, exceed in the aggregate an amount equal to one-third of the annual subscription fees paid for the affected Cloud Service for the contract year (or one third of the total subscription fees paid for the affected Cloud Service if the term as defined in the applicable Order Form is less than 1 year).
- 4.1.2. When Customer's entitlement of the Credit is confirmed by Intelsys in writing (email permitted), Intelsys will apply such Credit to a future invoice relating to the Cloud Service or provide a refund if no future invoice is due under the Agreement.
- 4.1.3. Customer acknowledges that the Credits are the sole and exclusive remedy for Intelsys' failure to meet the specified Service Level, except to the extent prohibited by applicable law.
- 4.1.4. Customers who have not subscribed to the Cloud Service directly from Intelsys must claim the Credit from their applicable Intelsys partner.

4.2. Termination

- 4.2.1. In the event of Intelsys fails to meet the SLA for PRD Computing Environment for 3 consecutive Months, Customer may terminate the applicable Order Form by providing Intelsys with written notice within 30 days of Customer's receipt of the respective Service Level report. Termination shall become effective 1 Month after Intelsys' receipt of such notice (or any later date set out by Customer in its notice). For the avoidance of doubt, this termination right shall supersede any and all other termination provision in the GTC for failure to meet an SLA, and such termination right from the GTC shall not apply.