

SERVICE LEVEL AGREEMENT

1. Purpose and scope

- 1.1 The objective of this Service Level Agreement (**SLA**) is to define the reference parameters for the provision of services as set out in the Agreement and further defined herein below (**Services**) and for monitoring the level of quality provided. The objective of the SLA is also to define the rules of interaction between the Service Provider and the Client (as defined in the relevant Statement of Work, Pricing Schedule or Sales Order Confirmation (as applicable).
- 1.2 This SLA is incorporated into and forms part of the Agreement between the Parties. Any inconsistency between this SLA and the Agreement, as far as it relates to the provision of the Service, this SLA shall apply.
- 1.3 The Service Provider shall at all times during the term of this SLA provide the Services to meet or exceed the Service Availability, as defined herein.
- 1.4 The Service Provider acknowledge that any failure to meet the Service Availability may have a material adverse impact on the business and operations of the Client and that it shall entitle the Client to the rights set out in this SLA, including the right to any Service Credits (as defined below).
- 1.5 The Service Provider acknowledges and agrees that any Service Credit is a price adjustment reflecting the value of any lost Service caused by failure to meet a Service Level. Both Parties agree that the Service Credits are a reasonable method of price adjustment to compensate the Client for not meeting the terms and conditions of the SLA.
- 1.6 The Client's right to claim a Service Credit does not limit the Client's remedies in relation to a failure by the Service Provider to meet the terms and conditions of this SLA.

2. Validity and duration of the SLA

- 2.1 **Modifications or replacements of the SLA:** This SLA shall enter into force for an indefinite period for the Client after the conclusion of the Agreement and shall end with the termination of the Agreement to which it relates. The parties may change or replace it by agreement during the term of the Agreement and at any time.

3. Services

- 3.1 **Scope of Services:** The management and maintenance governed by this SLA relate to the service for which this SLA was entered into, i.e
- (a) the Cloud Hosting facilities; and
 - (b) the Software (as defined in the Agreement between the Parties).
- 3.2 **Scope of the SLA:** The following components fall outside of the scope of this SLA.
- (a) The Client's own Infrastructure along with the public portion of the internet outside the control of the Service Provider.
 - (b) Functional application management of the Clients applications.
 - (c) Client's own databases.
 - (d) Any links or other interfaces of the Clients applications with external environments.
 - (e) Upgrades and upgrade policies of non-Service software.
 - (f) Problems caused by data integrity problems not resulting from the use of the Service Provider's Software.
- 3.3 **Basic Assumptions and pre-requisites:** The following basic assumptions and prerequisites apply to this SLA:
- (a) The Service Provider will ensure reasonable security and protection of the Services. The Service Provider will be responsible for protecting the Services from security breach attempts by third parties;
 - (b) The Client will be responsible for protecting its own infrastructure from all IT risks, bugs, errors, viruses and intrusions;
 - (c) The Service Provider is responsible for managing and maintaining the underlying infrastructure used to provide the Service;
 - (d) The Service Provider will upgrade and make changes to the Services as and when required from time to time where mutually agreed.

4. Infrastructure

- 4.1 **Cloud facilities:** The Service Provider make use of Microsoft Azure as well as Amazon Web Services (AWS) as Third-Party Providers for the hosting of the Services. The Services are hosted out of Sydney, Australia.

5. SLA for operational functionality

- 5.1 As per the provisions of the Agreement, the Service Provider will ensure the Services have the uptime availability ("**Service Availability**") from the Go-Live Date for the Term of the Agreement with observance of the following operational functionality parameters available at:
- <https://aws.amazon.com/legal/service-level-agreements/>
<https://azure.microsoft.com/en-us/support/legal/sla/>

6. Service Credits

- 6.1 If the Services do not meet the Service Availability in 12-month measurement cycles from the Go-Live Date, the Service Provider must provide a Service Credit amount to the Client of a percentage of the total annual fees paid for in that Year ("**Service Credit**") in accordance with the table below, subject to any exclusion or limits as provided for in clause 9 of this SLA:

Annual availability of Services	Percentage of total annual fees credited at end of Year
< 99.9% - >= 99.0%	5
< 99.0% - >= 95.0%	10
< 95.0%	20

- 6.2 To be awarded a Service Credit, a Client must contact the Service Provider's Support team by opening a ticket on the website at <https://tradewindow.io> within 10 days from the end of the malfunction. Service Credits awarded by the Service Provider will only be issued by crediting the amount to the management panel of the Client.
- 6.3 Notwithstanding the above, any amount deducted by mistake will be reimbursable.

7. Planned maintenance

- 7.1 Time for planned maintenance is not counted in the Uptime calculation. Planned maintenance concerns activities carried out by the Service Provider and or its contracted Third-Party Service Providers to maintain the functionality of the Services.

7.2. The implementation of the maintenance operations will be communicated to the Client by the Service Provider with at least 48 hours' notice by email sent to the email address indicated in the Agreement and / or published on the website of the Service Provider. The Service Provider is committed to making every reasonable effort to carry out the planned maintenance tasks at times with minimal impact to the Service.

8. Detecting failures and/or faults

8.1. Any failures and/or faults of the Service shall be reported by contacting the Support Centre.

8.2. Failures or faults can be reported by the Client to the Service Provider support service 24 hours a day. Any reports received will be promptly forwarded to the technical support strictly respecting the chronological order of receipt and the severity of the fault raised.

8.3. Monitoring by the Service Provider is carried out using specific software packages that detect and indicate any failures or faults by notifying the support service which operates 24/7.

9. SLA applicability limits

9.1 Listed below are the conditions in the presence of which, despite the occurrence of any malfunction, the Client is not due any compensation provided by the SLA:

- (a) due to a *Force Majeure*, i.e. events that, objectively, would prevent the Service Provider's staff from intervening to perform the tasks set out by the Agreement which are the Service Provider's responsibility (merely by way of example and not exhaustive: strikes and demonstrations which block communication routes; road accidents; wars and acts of terrorism, natural disasters such as flooding, storms, hurricanes, pandemics etc.);
- (b) extraordinary interventions to be carried out urgently at the sole discretion of the Service Provider to avoid hazards to safety and/or stability and/or confidentiality and/or integrity of the Service and the data and/or information contained therein. Any execution of these measures will be communicated to the Client via email sent to the email address provided in the Agreement with less than 48 hours' notice, or at the start of the operations in question or in any case, as soon as possible; unavailability or blocks to the Service to:
- (c)
 - (i) incorrect use, incorrect configuration or shut-down commands, voluntarily or involuntarily performed by the Client;
 - (ii) faults and malfunctions of application/management software provided by Third Parties;
 - (iii) non-fulfilment or breach of Agreement due to the Client;
- (d) fault or malfunction of the Service, or their failure or delayed removal or elimination due to non-fulfilment or breach of Agreement by the Client or to an abuse of the Service by the Client;
- (e) failure by the Client's network to connect to the Service; and
- (f) causes that lead to total or partial inaccessibility of the Service caused by the Client.

10. Issue Escalation Process

10.1 The Service Provider uses the ITIL standard way of describing an internal Escalation Matrix and Process, linking Support, DevOps, and Operations. Support phone numbers and email addresses are provided. Issues that need to be escalated by external parties will be provided to the Operations manager support number and email.

11. Disaster Recovery Planning

11.1 The Service Provider shall develop and maintain a disaster recovery plan during the term of this Agreement, in the event, there is a significant disruption to the Service Provider's core business ("**Force Majeure Event**"). The disaster recovery plan shall describe the key recovery steps to be performed by the Service Provider during and after a disruption in services, to enable the Service Provider to return to normal operations as soon as possible.

11.2 Upon the occurrence of a Force Majeure Event, the Service Provider shall promptly notify the Client of the Force Majeure Event, its effect on performance, and how long the Service Provider expects it to last. Thereafter the Service Provider shall update that information as reasonably necessary.

11.3 During a Force Majeure Event, the Service Provider shall use reasonable efforts to limit disruption and to try and resume its performance under this Agreement. Notwithstanding the foregoing, each Party shall have to right to terminate this Agreement in accordance with the provisions of the Master Services Agreement.

11.4 The Service Provider has standard ISO approved policies in place covering:

- (i) ISP14 Disaster Recovery Procedure;
- (ii) ISP07 Document & Data Control;
- (iii) ISP11 Incident Management Procedure; and
- (iv) POL12 Operating Procedures for IT Management Policy.

These policies shall be made available to the Client upon request.

12. Response and Resolution

12.1 The Service Provider targeted response time in respect of services errors is provided in the table below.

Priority Code (ITIL)	Description	Target Response Time	Target Resolution Time
P1	Critical - A complete business down situation. The client is unable to operate.	30 minutes	1 Hour
P2	High - A major component of the client's ability to operate is affected.	30 Minutes	2 Hours
P3	Medium - The client's core business is unaffected but the issue is affecting efficient operation by one or more people.	30 Minutes	8 Hours
P4	Low - The issue is an inconvenience or annoying but there are clear workarounds or alternates.	30 Minutes	16 Hours
P5	Very low - The issue is a background or planned task and will be addressed when time permits or on the planned date.	30 Minutes	32 Hours