

PREMIUM SERVICE LEVEL AGREEMENT

Service Levels: During the Term, the Supplier shall provide the Services in accordance with the following service levels (the "Service Levels"):

Availability of the Service

The Service shall be available 99.95%, measured over a rolling 12 month time period, excluding scheduled maintenance. If the Customer requests additional maintenance requiring downtime, any calculation will exclude these periods. Downtime will not accrue where the non-availability is due to:

- a) A cause beyond the Supplier's reasonable control;
- b) Any scheduled maintenance, notified (by at least 24 hours' notice or earlier with the written agreement of Customer) or emergency downtime;
- c) A fault on the Customer's network or own equipment configuration;
- d) A fault or incident caused within the Customer's own infrastructures or configuration of said infrastructures causing the suspension of the Service and/or hardware failure;
- e) A fault/bug in the Customer's own software such as firmware, operating system, infrastructure software or the Customer's own infrastructures or configuration of such infrastructures causing suspension of the Services and/or hardware failure;
- f) Any incidents and downtime caused by the Customer's own management of the Service;
- g) Downtime caused by the Customer accessing the Service over the internet, where the downtime is directly attributable to the public network itself.

The Customer's sole and exclusive remedy, and the Supplier's entire liability, in connection with the Supplier failing to provide a Solution (being a correction to a fault or a workaround to a fault that is reasonably acceptable to the Customer, in accordance with the timeframes set out below) to any failure to satisfy the 99.95% uptime standard is that Supplier will credit Customer pro rata for the downtime each month, up to a maximum of 33% of 1/12 of the annual fee each month. The parties acknowledge that each such credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty. The credit will be applied in the month that a breach occurs, and this downtime will then be excluded from the rolling 12 month calculation going forwards.

Downtime shall begin to accrue as soon as the Customer (with notice to Supplier) recognizes that downtime is taking place, and continues until availability is restored. In order to receive downtime credit, Customer must notify Supplier in writing within a reasonable time from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit.

Further, Supplier agrees to use reasonable commercial endeavours to identify any downtime from its own logs and once identified, that time shall constitute the beginning of the relevant downtime.

Such credits may not be redeemed for cash. Supplier’s blocking of data communications or other Service in accordance with its policies and/or the terms of the Agreement shall not be deemed to be a failure of Supplier to provide adequate service levels under this Agreement.

Processing Errors

The number of errors in each calendar month, defined as a 500 response to any request to PassFort systems (the “Defect Rate”) during the Term due to the Supplier’s Software or systems shall not exceed 0.5% of the total number of requests processed during such month. If the Defect Rate for any calendar month exceeds the applicable threshold, the Supplier shall credit the Customer for any costs, fees and expenses incurred by the Customer in connection with such errors during the month, up to maximum of 33% of 1/12 of the annual fee each month.

API Response Time

The API response time for at least 95% of all transactions processed by the Supplier as part of the Services, excluding any request that includes a call relating to Integrated Modules, during each calendar month shall be 1 second or less. If the API response time during any calendar month does not satisfy this requirement, the Supplier shall credit the Customer an amount equal to 5% of 1/12 of the annual fee for each such month. The parties acknowledge that each such credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

Performance Monitoring

Supplier will continuously monitor its performance and compliance with the Service Levels. Throughout the Term, Supplier will make available its uptime status to the Customer upon request.

Issue priority definitions

Level	Definition	Examples
P1	A service failure or severe degradation. Issue that severely impacts the use of PassFort production services impacting customer’s business operations and no workaround exists.	<ul style="list-style-type: none"> - Service is down and not accessible by users. - Data loss or corruption. - A critical feature is unavailable.
P2	A partial service failure or degradation. A regression in functionality that impacts a large part, but not all of the use of PassFort production services.	<ul style="list-style-type: none"> - Service is accessible, but is running slower than expected, significantly impacting the client’s ability to onboard customers - An important feature is unavailable across the whole

		<p>system, but a workaround exists</p> <ul style="list-style-type: none"> - Checks are failing with a particular data provider
P3	<p>Minor service impact. A regression in functionality that impacts some of the use of PassFort production services.</p>	<ul style="list-style-type: none"> - One user is not able to access a business application. - Checks are failing for fewer than 25% of profiles or jurisdictions - An important feature is unavailable for particular profiles.
P4	<p>Minor service impact or feature enhancement request. Non-critical bug</p>	<ul style="list-style-type: none"> - Non-critical features are unavailable - Questions on how to undertake certain actions within PassFort - Feature enhancement requests

Technical Contacts and Incident Response

- 24 hour phone support to be provided for P1 issues from pre-defined contacts.
 - Charges to be issued for use of this service for non P1 issues
- Email support to be provided for P2 issues during UK hours 9am-11pm Monday-Friday (excluding UK bank holidays)
- Email support to be provided for issues at all other priority levels during UK business hours of 9am-6pm Monday - Friday (excluding UK bank holidays)
- Regular updates to be provided for any ongoing issue.
- Contacts details to be provided on signing of contract.

Support response times are indicated in the table below. These times represent maximums – we generally come well within these time limits.

In certain circumstances, PassFort will pause the time being counted on an issue, for example when we are awaiting a response from the customer with further information or an approval for work that may have a temporary business impact.

Resolution of the issue may include, but is not limited to, fixing underlying regressions in the product, providing a manual workaround, referring issues to data providers, and raising feature requests with the PassFort product team.

All time spans below refer to normal business hours as defined above. Examples:

- P1 raised at 2pm on Saturday to be resolved by 10pm the same day
- P2 raised at 5pm on Thursday to be resolved by 5pm on Friday
- P3 raised at 5pm on Thursday to be resolved by 5pm on Monday
- P4 raised at 5pm on Thursday to be resolved by 5pm on Tuesday

Level	Response time	Update frequency	Resolution time	Goal %
P1	1 hour	1 hour	8 hours	95%
P2	2 hours	4 hours	14 hours	95%
P3	4 hours	6 hours	18 hours	95%
P4	9 hours	9 hours	27 hours	95%