**Service Level Agreement**

**Introduction:** Crossword aims to make the Services available on a 24 hour per day, 7 day per week basis. This Service Level Agreement sets out Crossword’s commitment towards achieving this aim: its Service Commitment, the support and monitoring it provides, the credits Customer will receive if Crossword fails to meet the Service Commitment, and the exclusions.

IT IS AGREED AS FOLLOWS:

## Service Commitment

1.1 During the Term, Crossword commits to achieving an Uptime Percentage (as defined below) in each Quarter of at least 95% (the “**Service Commitment**”).

1.2 In the event Crossword fails to meet the Service Commitment, the Customer will be eligible to receive a Service Credit as described in clause 4 below.

1.3 In this clause:

“**Uptime Percentage**” means the total amount of time in a Quarter, less the total amount of all Downtime in that Quarter, expressed as a percentage of the total time in a Quarter.

“**Downtime**”means a continuous period during which the majority of the Authorised Users cannot complete all of the Key Operations, expressed as a duration e.g. in minutes or hours, but excludes any such period that results from one of the causes described in clause 6 of this SLA.

**“Key Operations”** means the following functions of the Platform: login, the creation of Authorised User accounts, the creation and sending of assessments, the completing and submission of assessments, and access to Customer Content derived from assessments that is stored within the Platform.

## Response and Support Services

2.1 If there is a Service Failure, Crossword shall at its own cost:

a) investigate and promptly notify the Customer of the Service Failure; and

b) use reasonable endeavours promptly to rectify the Service Failure.

2.2 Crossword will make available the following support throughout the Term:

1. User support, including telephone and email support for up to two named Customer “super-users” during Business Hours (meaning 9.00am to 5.30pm (GMT) on Business Days).
2. Technical application support including:
   * 1. On-going portal availability monitoring with optional forwarding to the Customer point-of-contact;
     2. Support Engineer response during Business Hours;
     3. All Platform application maintenance and functionality releases;
   1. Where recovery of the Customer Portal is necessary, the restoration point will be up to 48 hours previously and, for outages not caused by widespread issues relating to Amazon Web Services, such recovery shall be completed within 24 hours.

**3. Monitoring**

Crossword will evidence on a monthly basis their compliance with the Service Commitment, via the provision of management information to Customer including uptime reports.

## Service Credits

Service Credits are calculated as a percentage of the total charges paid by the Customer for the Services for the Quarter in which the error occurred in accordance with the table below. Higher levels of uptime are available by written agreement.

|  |  |
| --- | --- |
| **Uptime Percentage** | **Service Credit Percentage** |
| Equal to or greater than 90.0% but less than 95.0% | 20% |
| Less than 90.0% | 40% |
| Less than 50% | 80% |

# Credit Request and Payment Procedures

* 1. To receive a Service Credit, Customer must submit a claim in writing. To be eligible, the credit request must be received by Crossword no later than 30 days after receipt by Customer of the management information for the relevant period. Any credit request must include:
     1. the words “SLA Credit Request” in the subject line; and
     2. the dates and durations of each period of Downtime.
  2. Crossword will issue the Service Credit to the Customer within one month of the confirmation by Crossword of the Customer’s request.
  3. Crossword will apply any Service Credits only against future payments otherwise due from the Customer. At Crossword’s discretion, Crossword may issue the Service Credit to the billing details the Customer used to pay for the billing cycle in which the error occurred. Service Credits may not be transferred or applied to any other account.

## SLA Exclusions

Any unavailability, suspension or termination of the Subscription Services that result from:

(i) factors outside of Crossword’s reasonable control, including (but not limited to) any force majeure event or Internet access or was caused by failures of Amazon Web Services;

(ii) any actions or inactions of the Customer or any Third Party;

(iii) the Customer’s equipment, software or other technology and/or Third Party equipment, software or other technology; or

(iv arising from Crossword’s suspension or termination of the Customer’s right to use the Services in accordance with the Software as a Service Agreement between the parties,

shall not be included in the calculation of D