



CRU
SOFTWARE

Service Level Availability Schedule

Service Level Availability relates to the Cru Software providing Hosting Services. The Service Level Availability of the system will be 99.6 % for the Services provided to the client.

The Services are those that are included in an Order Form signed by the parties.

A system will be considered not available if the data cannot be accessed by the client.

A Measurement Period will be a calendar quarter.

Service Level Default occurs when an outage occurs such that the environment availability (equating to Uptime Service Levels) falls below 99.6% on a continuous basis.

Uptime Service Levels will be calculated as the proportion of available hours in any quarter period but excludes:

1. Any period where the Application is unavailable as a result of Force Majeure, or
2. Previously agreed planned downtime for maintenance (which does not exceed 4 hours per month) and is scheduled to occur outside the hours of support, or
3. System downtime due to other client systems that are outside the control of Cru Software.

The period of outage will be monitored and monitored by Cru Software using third party monitoring software (currently Uptime Robot). Any outages or unplanned downtime will be reported to the client in accordance with the reporting from the third party monitoring system..

Availability service level credits are payable in circumstances where the environment availability, or Uptime Service Levels, has not been achieved in any measurement period:

- where the supplier and its subcontractors are solely at fault; and
- where claimed in writing by the client within 45 days from the end of the quarter to which the Service Level Default occurred.

Service level credit will be 5% of the monthly fees where there existed a Service Level Default in the quarter.

Maintenance and Support

Support tickets are to be logged via the Cru Software support portal - <https://biarriemi.atlassian.net/servicedesk/customer/portal/1>

This ticket is then routed to the Cru Software support team for resolution. For the avoidance of doubt, if an issue is not logged via the Jira Service Desk, it is not considered logged.

A Critical Failure in Measurement Period will allow the Customer to Terminate. The client acknowledges that High, Medium or Low issues are not cause for Termination.

These terms are defined as:

- **Critical:** means a defect in the Application that results in the client being unable to access or use the application.
- **High:** means a defect in the Application or a module of the Application that results in the client being unable to use any key functionality of the Application or the module;
- **Medium:** means a defect in the Application or module of the Application that results in the client being unable to use certain functionality of the Application or module, a manual work around is available and the client remains able to use all key functionality of the Application of module eg. sheet not downloading.
- **Low:** means a defect in the Application giving rise to a non-blocking error which will be logged and addressed as part of Cru's ongoing support and maintenance program.

The response and rectification times are:

Defect severity	Response Time (within business hours support times)	Rectification Time (within business hours support times)*
Critical	1 hour	12 hours
High	3 hours	36 hours
Medium	10 hours	Best endeavours

*Rectification time means time from notification until available for UAT by the client.

The response times will be measured in the ticket management system, being Jira, and such response times commence upon the ticketing system being notified by way of the assignment of the ticket, where the tickets are received by the incident management ticketing system in the problem ticket queue.