

SERVICE LEVEL AGREEMENT - STANDARD IFS CLOUD SERVICES

1. SCOPE AND DEFINITIONS

This Service Level Agreement ("SLA") applies to the IFS Cloud Services.

Term	Definition
Services	IFS Cloud Services: the provision and automated monitoring of the IFS Cloud Services Platform and associated services, comprising: (i) installation and initialization of the Software and IFS Cloud Services Platform; (ii) facilitating network connectivity into the IFS Cloud Services Platform (excluding Customer's own connectivity); (iii) management of the IFS Cloud Services Platform and agreed Environments; (iv) installation of Resolutions in accordance with the Support Terms; and (v) the provision of IFS Cloud Services availability information generated through monitoring tools.
Production Environment	An Environment used by end users for productive, live, operational purposes, as specified in the applicable Order Form.
Availability	Times when the Production Environment is available, i.e., not subject to an Outage. The percentage availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total minutes in the relevant calendar month, "O" = Sum of Outages): $A = (T - O) \times 100\% / T$.
Outage	The elapsed time during which no user can log in to the Production Environment due to a failure in the IFS Cloud Services Platform, as determined by IFS from automated health monitoring and system logs. Duration is measured on a net-resolution time basis, having deducted all Clock-Stop Events, until the Outage is resolved (whether temporarily or permanently).
Scheduled Downtime	Any period of scheduled maintenance to perform necessary changes and comprises: (a) planned and scheduled maintenance periods per the Planned Maintenance Policy; (b) Customer-initiated downtime; (c) scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes; and (d) IFS Cloud Services Platform maintenance operations scheduled by the IFS Cloud Services Platform Vendor (with notice provided approximately one week in advance).
Clock-Stop Events	Elapsed time: (a) during Scheduled Downtime; (b) awaiting any response, input, or approval from Customer that IFS requires to proceed; and/or (c) during which an Excluded Incident exists.
Excluded Incidents	(a) Network issues or other events outside the reasonable control of IFS or the IFS Cloud Services Platform Vendor; (b) issues relating to Content or Configurations; (c) Customer-Induced Issues (as defined in the Support Terms) or issues arising from Customer's failure to comply with reasonable instructions regarding use of the Services; or (d) Incidents occurring or extending beyond the applicable Support Period (as defined in the Support Policy), or resulting from an Environment being in a Non-Current State (as defined in the Support Policy) for reasons not attributable to IFS.
IFS Cloud Services Platform Vendor	Microsoft or such other third-party cloud hosting vendor, as applicable from time to time, from which IFS operates the IFS Cloud Services Platform.

2. AVAILABILITY TARGET

The Availability target for each Production Environment:

Element	Value
Availability target	99.5% per Production Environment
Period	Calendar month

Availability is calculated, as described in Section 1, exclusions apply. Where Availability falls below the target, Sections 3 and 4 apply. The Availability target is not warranted.

3. AVAILABILITY SERVICE CREDITS

Availability Shortfall	Service Credit
Between 0.5% and 1% below target (99.00% – 98.50%)	5% of monthly IFS Cloud Services fees
Between 1% and 5% below target (98.50% – 94.50%)	15% of monthly IFS Cloud Services fees
More than 5% below target (below 94.50%)	25% of monthly IFS Cloud Services fees

Monthly Service Credits Cap: Total Availability Service Credits per calendar month may not, in the aggregate, exceed the amount corresponding to one month's fees for the IFS Cloud Services.

Credit Application: Cumulative Availability Service Credits shall be applied quarterly as a reduction to the Customer's next invoice.

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Service Credit Claim Process:

- Customer reports a claim as a Case in the IFS Case management portal with a detailed written description of the Incident.
- The Case must be raised within thirty (30) days of the end of the calendar month in which the Outage occurred.
- Customer must be in compliance with the AUP to make such a claim.
- IFS will evaluate available information and determine in good faith whether an Availability Service Credit is owed.
- IFS will use commercially reasonable efforts to process claims within thirty (30) days of receipt.

4. AVAILABILITY FAILURE TERMINATION RIGHT

Trigger: The Availability target is not achieved during any consecutive three (3) calendar months in any contract year and the Customer was entitled to an Availability Service Credit ("Availability Failure").

Termination right: Customer may terminate the IFS Cloud Services on providing at least five (5) days and no more than ninety (90) days written notice to IFS, provided such notice is received by IFS within thirty (30) days of determining such Availability Failure occurred. On expiry of the notice period Customer will be offboarded from IFS Cloud Services.

Effect of termination:

- Customer will be provided with a pro-rata refund of any fees paid for the IFS Cloud Services which relates to periods after the date of termination; and
- Support Services will continue for the remaining term under the Support Terms applicable to non-IFS Cloud Services customers.

Termination of the IFS Cloud Services under this section does not affect any Software license or other services (including Support Services), which continue for the remaining term subject to the Agreement.

5. CONDITIONS

- Customer may not unilaterally offset any fees for any performance or other issues.
- The Availability targets described in this SLA are not part of or related to any other service level agreement or target as may be applicable between the Parties, e.g., for Support Services.
- Availability Service Credits are not available, and cannot be claimed, for Outages resulting from Excluded Incidents. All such periods will be deducted from the Outage calculation.
- Availability Service Credits and the remedies for Availability Failure are Customer's sole remedy for any failure to meet the Availability target.
- In order to assure the continuity of the IFS Cloud Services and the applicability of the Availability target, Customer must comply with the Release/Service Update requirements described in the IFS Support Policy.

6. REFERENCED DOCUMENTS

This SLA forms part of the IFS Cloud Services terms available in the Product Terms (<https://www.ifs.com/en/legal>).