

Master Service Level Agreement

Service Levels

The Supplier shall provide the Services so as to meet or exceed the Service Levels set out in Annex A. The Supplier may review the Service Levels from time to time and the parties will act reasonably in agreeing any changes to the Service Levels. If the Supplier fails to meet or exceed a Service Level, the Customer shall be entitled to a Service Credit as detailed in Annex A. Service Credits will not accrue or be payable to any Customer who has Charges that remain unpaid after the payment period. All Service Levels will be monitored and measured each calendar month unless specifically stated otherwise in Annex A. Service Credits shall, at the Suppliers discretion, be applied as a deduction against the Customer's next invoice or, the Customer shall be issued with a credit note within 30 days of the end of the month in which the Service Credit was accrued to be used against future invoices. Service Credits shall not be paid to the Customer as cash or currency and the Customer shall not be entitled to a refund. Notwithstanding and subject always to the provisions of Clause 17 in the Terms of Service, the amount of Service Credits credited (and/or paid) to the Customer with respect to all Service Level defaults, occurring in a single month under this Agreement shall not exceed 30% of the Charges due or payable in the month in which the Service Level failure occurred. Service Credits shall be the Customers sole remedy for any breach of the Service Levels by the Supplier. The Customer may only terminate this Agreement due to a breach of the Service Levels under Clause 18.3 of the Terms of Service if the Supplier breaches any Service Level in three consecutive calendar months. If the Customer terminates this Agreement under this right due to Service Level breaches then the Supplier shall pay to the Customer any outstanding Service Credits as a cash refund up to the above stated cap of 30% of the Charges due or payable in the month in which the last breach occurred. The Supplier shall pay the refund within 90 days from the date of actual termination of the Agreement.

Annex A - Service and Usage Levels

Service Availability

Qualifying Event	Description	Service Level	Service Credit
Availability	'Available' means the Services shall be available 24 hours a day 7 days a week less any planned maintenance or other downtime in accordance with Clause 7.2.1, 7.2.2 and 7.2.3 of the Terms of Service.	The services shall be available 99% of the time, each calendar month.	10% of the fees paid for the calendar month.

Support Services

Qualifying Event	Description	Service Level	Service Credit
Ticket First Response Time	The time taken by the Supplier to first respond to a ticket raised by the Customer, measured as the time elapsed between the receipt of the ticket and first recorded response in the Supplier's ticketing system. Tickets can be submitted either by emailing support@clayton.io or using the live chat functionality available in the Site(s).	95% of the requests received in each calendar month shall be responded within 1 Business Day	10% of the fees paid for the calendar month.