

## Schedule 2

### Service Level Agreement

#### 1. Support Requests

1.1 The Customer may make a Support Request for problems or issues with the Services in accordance with the Support Services Policy. MY DIGITAL will prioritise Support Requests based on its assessment of the severity level of the problem or issue reported being made.

1.2 The Support Services Policy is currently shown at <https://mydigitalaccounts.com/support-services-policy> and Support Requests can be raised using either our in app support widget or by email using [support@mydigitalaccounts.com](mailto:support@mydigitalaccounts.com)

1.3 Based on the severity level assigned to a Support Request, MY DIGITAL will use commercially reasonable endeavours to respond to and resolve a Support Requests in accordance with the times set out below:

Severity	Definition	Response Time	Resolution Times
1	A critical error or failure of the Services that prevents payrolls from being run and which: a) material impacts the operations of the Customer's business; or b) disables major functions of the Services from being performed.	1 hour	1 day
2	a) a critical error or failure of the Services for which a work-around exists; or b) a non-critical error or failure of the Services that materially impacts on the operations of the Customer's business.	2 hours	5 days
3	An error or failure of the Services that: a) does not significantly affect functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Customer's business.	5 hours	10 days
4	Any isolated, minor or cosmetic errors.	2 days	As agreed between the parties.

1.4 When measuring compliance with these time periods:

(a) response times run from when a Support Request is received by MY DIGITAL;

- (b) resolution times do include time during which MY DIGITAL is waiting from input from the Customer or waiting for the Customer to undertake requested actions; and
  - (c) response times and resolution times are measured on Business Days and during Normal Working Hours only.
- 1.5 Where MY DIGITAL is to provide a resolution for a Support Request, such resolution would include the provision by MY DIGITAL of a reasonable workaround which does not materially impact on the Customer's operations.
- 1.6 The response and resolution times set out above shall not apply where the Support Request relates to a problem or issue which is as a result of:
- (a) the Customer's breach of the contract;
  - (b) any third party software, applications or hardware;
  - (c) any matter which is excluded under the Support Services Policy; or
  - (d) any other cause which is outside of MY DIGITAL's reasonable control.

**2. Service Credits**

Where MY DIGITAL has failed to provide a resolution for a Support Request in accordance with the resolution times as set out in paragraph 1.2, the Customer may be entitled to service credits as follows:

Severity	Service Credit
1	<p>In relation to Severity 1 Support Request for which MY DIGITAL fails to provide a resolution in accordance with the required timescale above:</p> <p><u>for issues or problems which affect Clients other than Limited Company Clients:</u></p> <ul style="list-style-type: none"> <li>• An amount equal to 50% of the Subscription Fees applicable to each such Client affected by the problem or issue which is payable in respect of the week of the Billing Period in which the problem or issue occurs</li> </ul> <p><u>for issues or problems which affect Limited Company Clients:</u></p> <ul style="list-style-type: none"> <li>• An amount equal to 25% of the Subscription Fees applicable to each such Limited Company Client affected by the problem or issue which is payable in respect of Billing Period in which the problem or issue occurs</li> </ul>
2	<p>In relation to Severity 2 Support Request for which MY DIGITAL fails to provide a resolution in accordance with the required timescale above:</p> <p><u>for issues or problems which affect Clients other than Limited Company Clients:</u></p> <ul style="list-style-type: none"> <li>• An amount equal to 25% of the Subscription Fees applicable to each such Client affected by the problem or issue which is payable in respect of the week in the Billing Period which the problem or issue occurs</li> </ul> <p><u>for issues or problems which affect Limited Company Clients:</u></p> <ul style="list-style-type: none"> <li>• An amount equal to 12.5% of the Subscription Fees applicable to each</li> </ul>

	Limited Company Client affected by the problem or issue which is payable in respect of the Billing Period in which the problem or issue occurs
3	Not applicable.
4	Not applicable.

- 2.1 The total service credits payable in respect of any Billing Period shall not exceed a maximum of 50% of the total Subscription Fees paid in respect of that Billing Period.
- 2.2 To be entitled to service credits, the Customer must notify MY DIGITAL of any claim for service credits, which will then be assessed by MY DIGITAL. Any claim for service credits must be made within thirty (30) days of the end of the Billing Period to which they relate.
- 2.3 For the avoidance of doubt, service credits will not be payable where the Support Request relates to a problem or issue which is as a result of those matters set out in paragraph 1.5.
- 2.4 Any service credits shall be shown as a deduction from the amount due from the Customer in the next invoice then due to be issued under the agreement. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.
- 2.5 The service credit mechanism above is the Customer's exclusive remedy for any failure of MY DIGITAL to provide the Services in accordance with the SLA as required under clause 5.1 or any failure to make the services available as required under clause 5.2.