

Schedule 1
Service Level Agreement

1. Introduction

1.1 In this Schedule:

"New Functionality" means new functionality that is introduced to the Direct Debit Software by an Upgrade; and

"Protected Functionality" means the ability to allow direct debit instructions to be imported, processed, and collected from Bacs under a hosted site.

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. Helpdesk

2.1 The Provider will make available, during Business Hours, a telephone and email helpdesk facility for the purposes of:

- (a) assisting the Customer with the configuration of the Direct Debit Software;
- (b) assisting the Customer with the proper use of Direct Debit Software; and/or
- (c) determining the causes of errors and fixing errors in the Direct Debit Software.

2.2 The Customer must make all requests for Support Services through the helpdesk.

2.3 The Provider will use reasonable endeavours to ensure that a member of its support staff can be reached by mobile phone outside Business Hours in the case of an emergency.

3. Response and resolution times

3.1 The Provider will:

- (a) use reasonable endeavours to respond to requests for Support Services made through the helpdesk; and
- (b) use reasonable endeavours to resolve issues raised by the Customer,

in accordance with the following response time matrix.

Severity	Examples	Response time	Resolution time
Critical	Server Failure, Power Loss, Data corruption, Loss of Smart cards, All users locked out of system, Inability to submit BACS files	15 mins	4 hours with regular dialogue
Serious	User unable to access system, System errors preventing data entry or import of data	1 hour	8 hours with hourly updates
Moderate	Speed issue when importing/submitting to BACS, Generic Intermittent faults, Intermittent submission errors, software loading slowly	4 hours	2 days with update within 2 hours
Minor	Spelling mistakes, font issues,	1 day	2 days with daily updates

3.2 The Provider will determine, acting reasonably, in to which severity category an issue raised through the Support Services falls.

3.3 All Support Services will be provided remotely unless expressly agreed otherwise by the Provider.

4. Limits on Support Services

- 4.1 Where the total person-hours spent by the Provider performing the Support Services under Paragraphs [2] and [3] during any 1-month period exceed 24 hours, then:
- (a) the Provider will cease to have an obligation to provide those Support Services to the Customer during that period; providing that
 - (b) the Provider may agree to provide additional such Support Services to the Customer during that period, but the provision of such services will be subject to payment by the Customer of additional Charges at the Provider's standard daily rate from time to time.
- 4.2 The Provider shall have no obligation under the Agreement to provide Support Services in respect of any fault or error caused by:
- (a) the improper use of the Direct Debit Software; or
 - (b) the use of the Direct Debit Software otherwise than in accordance with the Documentation.

5. Upgrades

- 5.1 The Customer acknowledges that from time to time during the Term the Provider may apply Upgrades to InterPay Web and that such Upgrades may, subject to Paragraph [5.2], result in changes the appearance and/or functionality of InterPay Web.
- 5.2 No Upgrade shall disable, delete or significantly impair the Protected Functionality.
- 5.3 The Provider will give to the Customer at least 7 days' prior written notice of the application of any significant Upgrade to the Direct Debit Software. Such notice shall include details of the specific changes to the functionality of InterPay Web resulting from the application of the Upgrade.
- [5.4 The Customer shall not be subject to any additional Charges arising out of the application of the Upgrade, save where:
- (a) the Upgrade introduces New Functionality to InterPay Web;
 - (b) that New Functionality does not serve the same purpose as legacy functionality that ceases or has ceased to be available as a result of any Upgrade;
 - (c) access to or use of the New Functionality is chargeable to the customers of the Provider using InterPay Web generally; and
 - (d) any decision by the Customer not to pay the Charges for the New Functionality will not prejudice the Customer's access to and use of the rest of InterPay Web.

6. Uptime commitment

- 6.1 The Provider shall use reasonable endeavours ensure that InterPay Web is available 99.5% of the time during each calendar month, subject to Paragraph [8].

7. Back-up and restoration

- 7.1 The Provider will:
- (a) make back-ups of the Customer Materials stored on InterPay Web on a daily basis and will retain such back-ups for at least 2 weeks; and
 - (b) at least once every 1 day, the Provider will arrange for the off-site storage of a current back-up of the Customer Materials stored on InterPay Web (which will be over-written on the following off-site back-up date).
- 7.3 In the event of the loss of, or corruption of, Customer Materials stored on the Direct Debit Software, the Provider shall if so directed by the Customer to use reasonable endeavours promptly to restore the Customer Materials from the most recent available back-up copy.

8. Scheduled maintenance

- 8.1 The Provider may suspend access to InterPay Web in order to carry out scheduled maintenance, such maintenance to be carried out outside Business Hours where possible and such suspension to be for not more than 5 hours in each calendar month.

- 8.2 The Provider must give to the Customer at least 7 days' written notice of schedule maintenance, including full details of the expected InterPay Web downtime.
- 8.3 InterPay Web downtime during scheduled maintenance carried out by the Provider in accordance with this Paragraph [8] shall not be counted as downtime for the purposes of Paragraph [6].