



Appendix D

Unit4 Global Cloud Services Service Level Agreement

Version 1.2

September 2019

Introduction and Product/Service Availability

About this document

This Appendix D – Unit4 Global Cloud Service Level Agreement sets out the KPIs, by which the applicable Unit4 Global Cloud Service is measured. If Unit4 does not achieve and maintain the KPIs for the Unit4 Global Cloud Services as described in this SLA, then Customer may be eligible for a Service Credit against future fees payable.

Amendments and Earlier Versions

Unit4 may update or amend the SLA from time to time and new versions will be available online together with the earlier versions. Any material changes to the KPIs in the SLA must be managed through the contract change process in the Agreement.

The Unit4 Global Cloud Services are based on common, consistent management practices for all customers. This common operating model allows Unit4 to provide a high level of service.

This document sets out Unit4's commitments to the Customer in relation to the Cloud Production Environment and is **NOT** applicable to those non-production environments such as preview, test, development or acceptance.

Unit4 Global Cloud Service and Product Availability

Service	Products (available)
Unit4 SaaS – Standard Service	<ul style="list-style-type: none">• Unit4 Business World• Unit4 Student Management
Unit4 SaaS – Advanced Service	<ul style="list-style-type: none">• Unit4 Business World• Unit4 Student Management
Unit4 SaaS – prevero Service	<ul style="list-style-type: none">• Unit4 prevero
Unit4 SaaS – Intuo Service	<ul style="list-style-type: none">• Unit4 Intuo
Unit4 SaaS – Prosoft Service	<ul style="list-style-type: none">• Unit4 Prosoft
Unit4 Managed Cloud Service	<ul style="list-style-type: none">• Unit4 Business World• Unit4 Financials
Unit4 PSA Suite Service	<ul style="list-style-type: none">• Unit4 PSA Suite
Unit4 Cloud Hosting Service	<ul style="list-style-type: none">• Unit4 Business World

Section 1 - Key Performance Indicators (KPIs)

1. SERVICE AVAILABILITY

Unit4's KPI for any given calendar month is that:

Section A

Unit4 Global Cloud Service	KPI	Service Credits
Unit4 SaaS – Standard Service	Service Availability ≥ 99.8%	No
Unit4 SaaS – Advanced Service	Service Availability ≥ 99.8%	Yes
Unit4 SaaS – prevero Service	Service Availability ≥ 99.5%	Yes
Unit4 SaaS – Intuo Service	Service Availability ≥ 99.4%	Yes
Unit4 SaaS – Prosoft Service	Service Availability ≥ 99.8%	Yes
Unit4 Managed Cloud Service	Service Availability ≥ 99.6%	Yes

Section B

Unit4 Cloud Service	KPI	Service Credits
Unit4 Cloud Hosting Service	Hosting Availability ≥ 99.8%	No

1.1. Calculation

Service Availability (in Section 1A) is calculated (in any given month) as follows:

$$\left[\left(\frac{\text{Total Time} - \text{Service Outage}}{\text{Total Time}} \right) * 100 \right]$$

Hosting Availability (in Section 1B) is calculated in accordance with the “Monthly Uptime Calculation and Service Levels for Single-Instance Virtual Machines” as found on <https://azure.microsoft.com/en-us/support/legal/sla/virtual-machines/> or at an alternate site that Microsoft identifies from time to time.

1.2. Measurement

The measurement point for Service Availability (in Section 1A) is the Unit4 production data centre's internet connection points.

The measurement point for Hosting Availability (in Section 1B) is as set out and described in Microsoft's SLAs found on: <https://azure.microsoft.com/en-us/support/legal/sla/virtual-machines/> or at an alternate site that Microsoft identifies from time to time.

1.3. Reporting

Customer may request a Service Availability report no more frequently than once per month via the Unit4 Customer Portal.

2. SERVICE RESPONSE TIME

Unit4's KPI for any given month is that:

Unit4 Global Cloud Service	KPI	Service Credits
Unit4 SaaS – Standard Service	the <u>average</u> Service Response ≤ 2 seconds.	No
Unit4 SaaS – Advanced Service	the <u>average</u> Service Response ≤ 2 seconds.	Yes
Unit4 SaaS – prevero Service	Not applicable	No
Unit4 SaaS – Intuo Service	Not applicable	No
Unit4 SaaS – Prosoft Service	Not applicable	No

Unit4 Managed Cloud Service	Not applicable	No
Unit4 Cloud Hosting Service	Not applicable	No

2.1. Measurement

The time is measured as the difference between the time the request is received by the external endpoint of the Cloud Production Environment and when the response to the request begins to be returned to the customer's browser. Note that a single web page may make several requests and each request is measured separately.

2.2. Reporting

Customer may request a Service Response report no more frequently than once per month via the Customer Portal.

3. DISASTER RECOVERY

Unit4's KPI for recovery in the event of a Disaster is:

Unit4 Global Cloud Service	KPI	Service Credits
Unit4 SaaS – Standard Service	RTO ≤ 48 hours RPO ≤ 4 hours	No
Unit4 SaaS – Advanced Service	RTO ≤ 12 hours RPO ≤ 1 hour	No
Unit4 SaaS – prevero Service	RTO ≤ 48 hours RPO ≤ 2 hours	No
Unit4 SaaS – Intuo Service	RTO: (restore to degraded mode) ≤ 72 hours (restore to full SLA) ≤ 168 hrs	No
Unit4 SaaS – Prosoft Service	RTO ≤ 12 hours RPO ≤ 24 hours	No
Unit4 Managed Cloud Service	RTO ≤ 48 hours RPO ≤ 2 hours	No
Unit4 Cloud Hosting Service	RTO ≤ 48 hours RPO ≤ 2 hours	No

3.1. Measurement

The RTO is measured from the time that the Cloud Production Environment (or in the case of Cloud Hosting when the Single-Instance Virtual Machines) becomes unavailable as a result of the Disaster until it is available again.

The RPO is measured as the maximum targeted time period in which data may be lost, measured backwards from the point in time when Cloud Production Environment became unavailable as a result of the disaster.

3.2. Reporting

Customer may request a RTO and RPO report after any Disaster.

4. Unit4 PSA Suite Service (only)

The service level agreement commitments Microsoft makes regarding delivery and/or performance of the Unit4 PSA Suite Service, as published at <http://www.microsoftvolumelicensing.com/SLA> (finding the appropriate language document in the list) or at an alternate site that Microsoft identifies from time to time.

Unit4 will not be liable for any consequences (e.g. downtime, loss of functionality or degradation of service) which result from downtime of the MS Dynamics online service.

Section 2 - Service Credit Calculation (if payable in accordance with the SLA above)

As the Customer’s sole and exclusive remedy in the event of a failure by Unit4 to meet the KPIs in this SLA (that are eligible for a Service Credit) and upon receipt of a written demand, Unit4 shall provide a Service Credit in accordance with the following:

Number of months of missed KPI (consecutive)	Other action/entitlement	Service Credit entitlement claimable as a % of the Global Cloud Service fee paid for the applicable <u>month</u> that the Unit4 Global Cloud Service does not meet the KPI
One (first month)	The Unit4 Account Representative Function shall meet with the Customer to discuss possible corrective actions	10% of first month
Two	-	20% of second month
Three	-	30% of third month
Four or more	-	40% of forth and following months

By way of example, if there is three months of missed KPI, then the Customer will receive 10% Service Credit for the first month, 20% Service Credit for the second month and 30% of the third month.

Monthly accumulation of Service Credits shall apply in relation to each KPI individually and Customer is eligible for only one Service Credit amount for any given month. Accrued Service Credits in any service year shall (if claimed) be deducted from subsequent invoices (issued by Unit4). Any disputes relating to Service Credits will follow the dispute resolution procedures in Appendix A – Unit4’s General Terms of Business.