

Unit4 SaaS - Service Level Agreement (SLA)

Introduction and KPIs

About this document

This Unit4 Service Level Agreement (SLA) sets out the KPIs, by which the applicable Unit4 SaaS solution is measured. If Unit4 does not achieve and maintain the KPIs as described in this SLA, then Customer may be eligible for a Service Credit against future fees payable.

Unit4 SaaS is 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 Production Environment and is <u>NOT</u> applicable to those Non-Production Environments.

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 outlined in the Agreement.

Section 1 - Key Performance Indicators (KPIs)

1. Service Availability

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

Service	KPI	Service Credits
Part A		
ERP 7	RP 7 Service Availability ≥ 99.8% Yes	
ERP x	Service Availability ≥ 99.8%	Yes
Property Management	Service Availability ≥ 99.8%	Yes
Student Management	Service Availability ≥ 99.8%	Yes
Financials	Service Availability ≥ 99.8%	Yes
FP&A	Service Availability ≥ 99.8%	Yes
Prosoft	Service Availability ≥ 99.8%	Yes
Talent Management	Service Availability ≥ 99.4%	Yes
Part B		
CloudStepOne (ERP or Financials)	Host Availability ≥ 99.8%	Yes

1.1. Calculation

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

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

Host Availability (in Section 1 Part B) is calculated (in any given month) as follows:

$$\left[\left(\frac{\mathsf{Total\ Time} - \ \mathsf{Host\ Outage}}{\mathsf{Total\ Time}} \right) \ast 100 \right]$$

1.2. Measurement

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

The measurement for Host Availability (in Section 1 Part B) is taken by checking over the network that the operating system of the virtual machines is up and running.

1.3. Reporting

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

2. Service Response Time

Unit4's KPI for any given month is that:

Service	KPI	Service Credits
ERP 7	the <u>average</u> Service Response \leq 2 seconds.	Yes
ERP x	the <u>average</u> Service Response \leq 2 seconds.	Yes
Property Management	the <u>average</u> Service Response \leq 2 seconds.	Yes
Student Management	the <u>average</u> Service Response \leq 2 seconds.	Yes
Financials	Not applicable	No
FP&A	Not applicable	No
Prosoft	Not applicable	No
Talent Management	Not applicable	No
CloudStepOne (ERP or Financials)	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 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 U4 Community.

3. Disaster Recovery

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

Service	KPI	Service Credits
ERP 7	RTO ≤ 12 hours RPO ≤ 1 hour	No
ERP x	RTO ≤ 12 hours RPO ≤ 1 hour	No
Property Management	RTO ≤ 12 hours RPO ≤ 1 hour	No
Student Management	RTO ≤ 12 hours RPO ≤ 1 hour	No
Financials	RTO ≤ 12 hours RPO ≤ 1 hour	No
FP&A	RTO ≤ 12 hours RPO ≤ 1 hour	No
Prosoft	RTO ≤ 12 hours RPO ≤ 24 hours	No
CloudStepOne (ERP or Financials)	RTO ≤ 48 hours RPO ≤ 2 hours	No

3.1 Measurement

The RTO is measured from the time that the Production Environment 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 the Production Environment became unavailable as a result of the disaster.

3.2 AWS based Services

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

Service	KPI	Service Credits
Talent Management	RTO: (restore to degraded mode) ≤ 72 hours (restore to full SLA) ≤ 168 hrs	No

3.3 Nordic (Conapto) based Services

Unit4's KPI for recovery in the event of a Disaster for Nordic (Conapto) based Services is:

Service	KPI	Service Credits
ERP 7	RTO ≤ 12 hours RPO ≤ 1 hour	No
FP&A	RTO ≤ 12 hours RPO ≤ 1 hour	No

3.4 Measurement

The RTO is measured from the time that the Production Environment 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 the Production Environment became unavailable as a result of the disaster.

3.5 Reporting

Customer may request an RTO and RPO report after any Disaster via the Unit4 Community.

<u>Section 2 - Service Credit Calculation (if payable in accordance with</u> 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 SaaS fee paid for the applicable month that the 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 fourth 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 (if applicable) issued by Unit4. Any disputes relating to Service Credits will follow the dispute resolution procedures in the General Terms of Business.

Section 3 - Definitions

Word /	Meaning
Phrase	
Disaster	an unplanned event or circumstance of a significant scale, considerable impact or prolonged period that results in unavailability of the Production Environment and which does not occur as a result of the Service Outage Exclusions. For example, Disasters would include, but are not limited to, natural disasters such as floods, hurricanes, tornadoes or earthquakes, hazardous material spills, failure of infrastructure (external to the data centre) and bioterrorism. Non-catastrophic events such as server outages, IT hardware or software failure and other such disruptions are not considered Disasters and are covered by high availability features of the Unit SaaS operating environment.
Host Availability	the amount of time (given as a percentage) that the virtual machines are available for use.
Host Outage	the amount of time (expressed in minutes) in any given month that the virtual machines are <u>not</u> available for use but excludes any outages as a result of "Service Outage Exclusions".
Key Performance Indicator or "KPI"	an objectively measurable indication of performance as set out in the SLA.
Non- Production Environment or NPE	an environment, such as preview, testing, quality, development and acceptance that holds not production data loads and to which the SLA does not apply.
Planned Maintenance	the period of time in which planned maintenance window for the Production Environment is scheduled which is set out in the Service Description or on the Unit4 Community.
Production Environment or PE	the production environment of Unit4 SaaS (in the production data centre) also called "live" environment, being the environment that the Customer uses to run its day to day (live) operations, which excludes any NPEs.
Recovery Point Objective (or "RPO")	the maximum targeted time period in which data may be lost, measured backwards from the point in time when Production Environment became unavailable as a result of the Disaster.
Recovery Time Objective (or "RTO")	the amount of time that it takes Unit4 to perform the restoration of the Production Environment to the state before it became unavailable as a result of a Disaster.
Service Availability	the amount of time (given as a percentage) that the Unit4 Production Environment is available for use.
Service Credit	a service credit payable in accordance with Section 2 of the SLA.
Service Outage	the amount of time (expressed in minutes) in any given month that the Unit4 Production Environment is <u>not</u> available for use, but excludes any outages as a result of "Service Outage Exclusions".
Service Outage Exclusions	 Planned Maintenance; failure of any circuits or connections provided by third party telecommunication providers or common carriers; failure of any external internet service provider or an internet exchange point; acts or omissions of the Customer or any Users permitted to access the Production Environment; behaviour of Customer applications, equipment or managed operating systems; and Force Majeure.
Service Response	the processing time of the Production Environment to complete requests submitted from a web browser and excludes requests submitted via Unit4 APIs.
Total Time	the total time (expressed in minutes) in any given month (where Service Availability is being calculated).
Unplanned Preventative Maintenance	unavailability relating to unplanned maintenance for unforeseen and exceptional circumstances, without which a serious incident or issue may occur to Unit4 SaaS.