

## Hosted P11D Organiser Uptime SLA

### Policy

Personal Audit Systems Ltd (PAS Ltd) shall use all reasonable commercial efforts, being no less than accepted industrial standards in this regard, to ensure that the Hosted P11D Organiser Service is available to you 99.89% of the time in any calendar month. If it is not, you may be eligible to receive the Service Credits described below (the "**PAS Ltd Uptime SLA**").

### Definitions

The following definitions shall apply to the **PAS Ltd Uptime SLA**.

**"Downtime"** is calculated using server monitoring software, based on results from ping tests, web server tests, TCP port tests, and website tests. Downtime is measured based on server side error rate.

**"Emergency Downtime"** means those times where PAS Ltd becomes aware of a vulnerability which, based on a risk assessment of the vulnerability, PAS Ltd deems to require immediate remediation and, as a result, the Hosted P11D Service is made temporarily unavailable in order for PAS Ltd to address the vulnerability. Emergency Downtime is not considered Downtime for purposes of this PAS Ltd Uptime SLA, and will not be counted towards any Downtime Periods

**"Monthly Uptime Percentage"** means the total number of minutes in the calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in the calendar month, divided by the total number of minutes in the calendar month.

**"Scheduled Downtime"** means those times where PAS Ltd notifies you of periods of Downtime five (5) days prior to the commencement of such Downtime. There will be no more than twelve (12) hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this PAS Ltd Uptime SLA, and will not be counted towards any Downtime Periods.

**"Services"** means the services provided to you by the Hosted P11D Organiser Service in accordance with PAS Ltd's terms and conditions or alternatively, on terms as expressly agreed between you and PAS Ltd.

**"Service Credit"** may be provided according to the following schedule:

- **One week Credit:** Includes Seven (7) days of Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is between 99.89% and 97.00%;
- **Two week Credit:** Includes Fourteen (14) days of Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is between 97.00% and 95.00%;
- **One month Credit:** Includes Thirty (30) days of Services added to the end of your billing cycle, at no charge to you, if the Monthly Uptime Percentage for any calendar month is less than 95.00%.
- **Right to terminate:** In the event the Monthly Uptime Percentage for any calendar month is less than 90.00%, you will have a right to terminate the Hosted P11D Organiser Service plan

with seven (7) days written notice to PAS Ltd, or alternatively you can opt to procure the One month Credit outlined above.

### **Customer Must Request Service Credit.**

In order to receive any of the Service Credits described above, you must notify PAS Ltd by email or otherwise in writing within thirty (30) days from the time you become eligible to receive a Service Credit.

### **Maximum Service Credit.**

The aggregate maximum number of Service Credits you can claim for any and all Downtime Periods that occur in a single calendar month shall not exceed thirty days of Services added to the end of your billing cycle. Service Credits may not be exchanged for, or converted to, monetary compensation.

### **Uptime SLA Exclusions.**

The Uptime SLA does not apply to any performance issues: (i) caused by factors outside of PAS Ltd's reasonable control; (ii) that resulted from any actions or inactions of you or any third parties; or (iii) that resulted from your equipment and/or third party equipment (not within the primary control of PAS Ltd). This PAS Ltd SLA states your sole and exclusive remedy for any failure by PAS Ltd to provide the Services as a result of Downtime.