

SERVICE POLICY Clareti Multi-Bank

Last Updated: 30 April 2020

CLARETI MULTI-BANK

SERVICE POLICY

- 1. Application. This Service Policy ("Policy") applies to Clareti Multi-Bank ("Solution"). Capitalised terms used but not defined in this Policy shall have the meaning attributed to them in the Order or in the Master Subscription and Services Agreement ("Agreement") governing such Order, as the case may be. In the event of any conflict between the terms of this Policy and/or the Order and/or the Agreement, the terms of the Order shall prevail over the terms of this Policy and the Agreement, and the terms of the Agreement shall prevail over the terms of this Policy. Gresham may from time to time issue new versions or revisions of this Policy. Gresham shall notify Customer of any such new versions or revisions which will apply to Customer from the specified effective date of such new version or revision and will supersede any prior version.
- 2. Service Levels. Gresham will use commercially reasonable endeavours to adhere with the following timings for defects in the Solution. The response time commences at the time that the Customer has reported a defect in the Solution to Gresham through the customer support portal. No account is taken of time outside of the service hours specified on the Order or where Gresham is waiting on further information or a response from the Customer. Gresham is not responsible for resolving any incidents other than defects of the Solution. Service levels only apply to production environments.

Priority Level	Description	Action
Priority 1 Critical/Blocker	The use and operation of the Solution is blocked due to the Solution being unavailable or one or more business critical modules or features not functioning correctly or at all. Critical business is blocked.	Gresham will respond to a Priority 1 incident within 30 minutes and work continuously on it until a permanent or temporary fix is made available that resolves the incident or reduces the impact to Priority 3 or lower. Target resolution time is 24 hours from first response unless otherwise agreed.
Priority 2 High/Severe	The use and operation of the Solution is severely impaired due to one or more business critical modules or features not functioning correctly or at all. Critical business is materially impacted.	Gresham will respond to a Priority 2 incident within 60 minutes and work continuously on it until a permanent or temporary fix is made available that resolves the incident or reduces the impact to Priority 3 or lower. Target resolution time is 72 hours from first response unless otherwise agreed.
Priority 3 Medium/Standard	The use and operation of the Solution is impaired due to one or more modules or features not functioning correctly or at all. There is some business impact but critical business can reasonably continue.	Gresham will respond to a Priority 3 incident within 24 hours. Gresham will notify the Customer of the expected timeline for resolution on request.
Priority 4 Low/Trivial	The use and operation of the Solution is mildly impaired due to one or more modules or features not functioning correctly or at all. There is no material business impact. Cosmetic changes and enhancement requests are treated as Priority 4.	Gresham will respond to a Priority 4 incident within 48 hours. Proven defects will be added to the known defects list and fixed in a future release in Gresham's discretion based on priorities. Enhancement requests will be considered and responded to in Gresham's discretion.

- 3. Availability. Gresham will use commercially reasonable endeavours to make the Solution available for use not less than 99.9% of the minutes in a month, excluding planned downtime or downtime caused by events outside of Gresham's reasonable control. The availability target applies only to production environments. Gresham aims to schedule downtime for non-emergency activities (such as general maintenance and non-critical upgrades) outside of the Customer's normal business hours and with at least five (5) days business' prior notice. In the case of downtime for emergency activities (such as critical maintenance, Priority 1 or Priority 2 issue resolution or security matters), Gresham will give Customer as much notice as possible having regard to the nature, criticality and urgency of the activities required and will use commercially reasonable endeavours to minimise the duration of the downtime.
- 4. **New releases.** As part of the Subscription, Gresham will release new versions of the Solution into Customer's environment with reasonable prior notice. New maintenance releases are included in the Subscription at no further charge. New features to the Solution that are separately marketed and priced by Gresham are not included in the Subscription.
- 5. **Third-party components.** Gresham will use commercially reasonable endeavours to retain and support any applicable third-party components embedded in the Solution for as long as the relevant vendor continues to license and support them to Gresham on reasonable terms. Gresham reserves the right to remove, change or add third-party components in its discretion. A list of third-party components for each release of the Solution is available on request.