# SCHEDULE 4 – Software Service Schedule

## 1 Background

1.1 This Software Service Schedule applies when the Services provided by Condeco under the Agreement include Software Services.

1.2 Capitalised terms not defined in this Software Service Schedule shall have the meanings defined in Condeco's Terms of Service.

1.3 Condeco will use all commercially reasonable endeavours to make the Software Service available 24 hours a day, seven days a week in accordance with the service levels in this Software Service Schedule, as amended from time to time.

1.4 Condeco reserves the right to charge for any services requested which are not covered by this Software Services Schedule.

1.5 Condeco may from time to time issue other documentation that provides information about hardware and support services, but such documentation is not contractually binding and is for information only. Condeco's Terms of Service and this Software Services Schedule only shall govern the provision of software support by Condeco.

1.6 The terms of this Schedule do not apply to any issue caused or contributed to wholly or partly by hardware or equipment which was not supplied by Condeco.

## 2 Condeco Hosted Service Levels

2.1 All Service Levels shall be monitored and measured 24 hours a day, each day of the year and a Service Availability Level will be provided every month.

2.2 On the first of every month, the calculation will commence at 100% availability.

## 3 Service Availability Level

3.1 Condeco will use reasonable endeavours to meet Service Availability of 99.50%.

3.2 Condeco is not responsible for the End Customer's internal network or internet connectivity problems.

## 4 Service Availability Level Measurement

Service Availability Level shall be measured as a percentage of the total time in the Measurement Period (as defined below) and shall be calculated as follows:

$$\frac{(Total\ Possible\ Uptime - Total\ Downtime)}{Total\ Possible\ Uptime} \times 100\%$$

| Core Functionality - Connect | Screen devices and their settings can be managed on a cloud-based dashboard, including the management of screen locations, themes, settings profiles, and monitoring of device health, connectivity status and screen software updates. On the digital room screens, Users can clearly see if a room is free or booked, can book, check-in, extend, end and delete bookings on the touch screen, identifying themselves using a unique PIN or RFID card |
|---|---|
| Core Functionality - Enterprise | Users are able to perform a search, book, edit / cancel and manage a booking for a room, desk or other resource items (office, AV equipment or catering) via the web application and the ability to run in-built/standard reports offered within application |

| | |
|---|---|
| Measurement Period | The total number of minutes in the relevant month |
| Scheduled Downtime | Scheduled downtime which may accrue during a maintenance window is agreed in accordance with the Service Management Schedule or via an emergency change request.<br><br>Any Priority 1 incident registered during Scheduled Downtime will be Scheduled Downtime and will not count towards Total Downtime. |
| Service Availability | Determined on Users being able to successfully logon and access the Software and use Core Functionality (as defined below) at all times except during periods of Scheduled Downtime. |
| Total Downtime | The time when Service Availability is not available, measured in minutes.<br><br>Downtime will be recorded at the point from when a Priority 1 incident with Condeco Service Desk or when an event is registered through Condeco's infrastructure monitoring service and diagnosed as a Priority 1.<br><br>Any Priority 1 incident registered during Scheduled Downtime will be Scheduled Downtime and will not count towards Total Downtime. |
| Total Possible Uptime | The Measurement Period (in minutes) excluding Scheduled Downtime and Emergency Downtime. |

## 5    Service Credits

5.1    Where in accordance with the measures set out under Service Availability Level Measurement, Condeco does not achieve the Service Availability level stated herein the following structure will apply for credit notes to be issued to the End Customer's account and utilised against future invoicing:

| Period Service Availability not Achieved in 12 months commencing Effective Date or anniversary thereof | Credit calculated on 1/12 of per annum value of Initial Fee |
|---|---|
| First (1st) Month | 5% |
| Second (2nd) Month | 10% |
| Third (3rd) Month | 15% |
| Fourth (4th) Month | 20% |
| Fifth (5th) Month | 25% |
| Each Subsequent Month | 25% |

5.2    For the avoidance of doubt, service credits shall be issued to End Customers and not to Partners and Partners shall not be entitled to aggregate service credits in respect of End Customers with whom they have a relationship.

5.3 Service credits do not apply until Condeco has completed any and all set-up, testing or data migration which may have been agreed with the End Customer. The service credit calculation shall apply as from the first complete month of provision of the Software Services following Condeco handing over the End Customer's site as live and ready for production use. Service credits provided under this Schedule are the End Customer's sole remedy in respect of any claims that an End Customer may have in respect of downtime or non-availability of services. Any service credits granted under this Schedule are non- transferrable, have no monetary value and may only be used as credits against future Condeco invoices. To request a service credit End Customers must contact Condeco's customer support within 10 working days of the end of the month in question. If no application is made within 10 working days, then any entitlement to a service credit is waived. Any service credit given by Condeco must be redeemed within two years of being granted failing which it shall expire automatically.

6 Support Target Response

6.1 Condeco is committed to a rapid response of all reported incidents. Incidents of all severities can be logged with Condeco Support on a 24 hours per day, 7 days per week, 365 days per year basis via the online support portal.

6.2 Condeco does not guarantee resolution times, and a resolution may consist of a hotfix patch, workaround, system configuration change or any other solution Condeco deems reasonable. Condeco will use reasonable efforts to meet the Support Target Response Times stated in the table below.

6.3 Condeco will provide continuous efforts to resolve Priority 1 availability issues until a workaround or resolution can be provided or until the incident can be downgraded to a lower priority. Regular progress updates for all incidents raised will be provided by the Service Desk, however during the course of any priority 1 incident the frequency of these updates will be defined and agreed with the End Customer.

6.4 If Condeco detects an event through our monitoring system, we will diagnose the event notice and open up a relevant incident through our incident management system. Incidents are classified based on priority definitions.

6.5 The End Customer will be notified of all tickets raised through email notification.

6.6 Both proactive tickets opened by Condeco and reactive tickets opened by the End Customer are managed in accordance to the Support Target Response Times below.

6.7 Upgrading / downgrading of priority level is possible if, during the incident management process the incident no longer warrants the priority level currently assigned based on its current impact on the production operation of the Services. The priority level will be upgraded / downgraded to the level that most appropriately reflects its current impact.

7 Support Target Response Times

| Priority | Response Times Production |
|---|---|
| 1 - Critical | 30mins |
| 2 – High | 1 hour |
| 3 - Medium | 8 hours |
| 4 - Low | 24 hours |

8 Priority Definitions

| Priority | Description |
|---|---|
| 1 – Critical | The End Customer's production system is completely inoperable or severely limits functionality causing critical disruption to the End Customer's working operations with no acceptable workaround available. |

| | |
|---|---|
| 2 – High | The End Customer's production system is operating but aspects of Core Functionality are inoperable or impaired.<br><br>Operations can continue in a restricted fashion, although long-term productivity might be adversely affected resulting in significant disruption to the End Customer's working operations.<br><br>A temporary workaround is available but cannot be used for an extended period. |
| 3 – Medium | The End Customer's production system is operating allowing users to continue using the software but non-Core Functionality is inoperable or impaired for a group of individuals / region with some disruption to the End Customer's working operations.<br><br>A temporary workaround is available.<br><br>A fault on a single or multiple digital room, desk or kiosk screens that renders it unusable.<br><br>This is the highest designation available for a standard non-chargeable service request (implementation of additional licenses, standard SQL scripts, user documentation). |
| 4 - Low | User inconvenience, limited to single or a minority of end users, whereby issue is cosmetic and not disrupting the End Customer's working operations in a significant manner and work is able to continue via workaround;<br><br>A fault that effects the normal operation of a single or multiple digital room, desk or kiosk screen but does not render it unusable; issues with limited time sensitivity (such as UAT configuration, upgrade requests, or queries related to the functionality of the software). |

9   Scheduled Maintenance Service Level

9.1   Any maintenance to the software or platform will be carried out by Condeco during the agreed Maintenance Windows, or in accordance with the Service Management Schedule published from time to time.

9.2   Scheduled maintenance will be limited to eight hours per calendar month

10   Service Management Schedule / Maintenance Window

Condeco will endeavor to give the End Customer at least one weeks' notice of any planned maintenance that may affect availability, performance or functionality of the Services.

11   Emergency Maintenance

In the event of the requirement to perform emergency maintenance that affects the availability, performance or functionality of the Services, Condeco will endeavor to provide notification no less than one hour before commencement.