

SCHEDULE 3 - PREMIUM SUPPORT SERVICES

This section only applies if the Account Section shows that Premium Support Services have been selected. If so, this Schedule 3 will apply in addition to the General Terms and any applicable Additional Terms. Any definition not provided in this Schedule 3 shall have the same meaning as set out elsewhere in the Agreement.

1. DEFINITIONS

1.1 The following definitions apply to this Schedule 3:

"Client Cause" means any of the following:

- (a) any improper use, misuse or unauthorised alteration of the Service by the Client;
- (b) any use of the Service by the Client in a manner inconsistent with GBG's instructions provided from time to time;
- (c) the Client's use of any hardware, software or data not provided by GBG or approved by GBG in writing for use by the Client in connection with the Service; or
- (d) the use of a non-current version or release of the Service.

"Emergency Maintenance" means a Maintenance Event (as defined in clause 7 of this Schedule 3) which is undertaken on less than 5 days advance notice, or with no notice at all, which is necessary to: address a security issue; aim to prevent or address a Service disruption; aim to prevent data corruption or incorrect output from a Service; or comply with legislative requirements.

"Fault" means any failure of the Service to operate in all material respects in accordance with the Agreement, including any failure or error with the Service referred to in the table in clause 10.1(b) of this Schedule 3.

"Find and Retrieve API Calls" means the GBG search functionality used to find and return a validated, formatted address.

"Maintenance Events" means maintenance of GBG's or the GBG Hoster's infrastructure, servers, software or other aspects of the Service.

"Monthly Recurring Fee" means 1/12th of the Charges paid by the Client during the Initial Period or relevant Renewal Period or, if the Client has not paid any Charges during the Initial Period or relevant Renewal Period, 1/12th of the Charges which have been agreed to be paid by the Client during the Initial Period or relevant Renewal Period.

"Out of Scope Support" means any services:

- (a) (including any investigation work) performed by GBG in connection with any apparent problem regarding the Service reasonably determined by GBG not to have been caused by a Fault or to have been caused by a Client Cause or a cause outside of GBG's control;
- (b) relating to issues with software and data which do not form part of the Service;
- (c) relating to issues with hardware or networks which are not under the direct control of GBG or the GBG Hoster.

"Premium Support Period" means the period that the Premium Support Services are taken for as set out on the Account Section.

"Premium Support Services" means the maintenance of the then-current version or release of the Service, and support described in this Schedule 3 including help desk support, but excluding: (1) Out Of Scope Support; and (2) support relating to issues inherent in the Client's software.

"Service Credit" means a credit made in the Client's favour as described in clause 6 of this Schedule 3.

"Service Downtime" means when the Service is suffering from a P1 or P2 (see the table in clause 10.1 of this Schedule 3) subject to clause 2.3 of this Schedule 3.

"Service Uptime" means when the Service is not suffering from a P1 or P2 (see the table in clause 10.1 of this Schedule 3) and the calculation is subject to clause 2.3 of this Schedule 3.

"Service Uptime Level" means the actual average monthly Service Uptime as an aggregate of all Services provided to the Client under the Agreement, calculated in accordance with clause 3 of this Schedule 3.

"Service Availability Report" means the report shown at <http://status.logate.com/> which details the Service Uptime Level and System Response Time Level.

"Support Request" means a request for support made by the Client in accordance with this Schedule 3.

"System Response Time" means the internal processing time on GBG's servers to the public internet egress point. This does not include delays caused by the internet.

"System Response Time Level" means the actual average monthly System Response Time, calculated in accordance with clause 5 of this Schedule 3.

2. SERVICE UPTIME

2.1 GBG shall provide at least a 99.95% average monthly uptime Service Uptime Level as an aggregate of all Services provided to the Client under the Agreement.

2.2 The Uptime Service Level is calculated by measuring the Service availability on a monthly basis (see clause 3 below) from GBG's or its subcontractors' servers hosting the respective Service (such GBG subcontractors being referred to as the **"GBG Hoster"**) to the farthest network egress point to the public internet that is entirely under the direct control of GBG or the GBG Hoster.

2.3 The Uptime Service Level excludes from any measurements (and the following do not constitute Service Downtime for the purpose of calculating the Uptime Service Level):

- (a) issues with any software and data not forming part of the GBG Service;
- (b) issues with hardware or networks which are not under the direct control of GBG or the GBG Hoster;
- (c) planned maintenance in respect of which GBG has provided at least 5 days' advance notice by email or by a notice at <http://status.logate.com/>, and any Emergency Maintenance (other than that referred to in clause 7.3 below);
- (d) any Client Causes (including a failure to adhere to implementation guidelines provided by GBG, or issues resulting from account settings which are under the Client's control);
- (e) any outages or disruptions caused by the Client or a third party;
- (f) outages or disruptions attributable in whole or in part to an Event of Force Majeure;
- (g) services which are notified as being discontinued by GBG (GBG to give at least 90 days' notification of such intended discontinuation); and

- (h) any suspensions in the Service and/or Premium Support Services due to late payment of invoices.

3. SERVICE UPTIME LEVEL MEASUREMENT

- 3.1 The Uptime Service Level shall be measured by GBG:
 - (a) based on the monthly average percentage Service Uptime, calculated at the end of each calendar month;
 - (b) by dividing the total actual Service Uptime minutes during that calendar month by total possible Service Uptime minutes in that calendar month (as visible from the Service Availability Report).

4. SYSTEM RESPONSE TIME

- 4.1 GBG shall provide a System Response Time Level, measured at the 90th percentile, of at least 350ms or below, which applies to Find and Retrieve API Calls only.
- 4.2 The following are excluded from any measurements when calculating the System Response Time Level:
 - (a) issues with any software and data not forming part of the GBG Service;
 - (b) issues with hardware or networks which are not under the direct control of GBG or the GBG Host;
 - (c) planned maintenance in respect of which GBG has provided at least 5 days' advance notice by email or by a notice at <http://status.logate.com/>, and any Emergency Maintenance (other than that referred to in clause 7.3 below);
 - (d) any Client Causes (including a failure to adhere to implementation guidelines provided by GBG, or issues resulting from account settings which are under the Client's control);
 - (e) any outages or disruptions caused by the Client or a third party;
 - (f) outages or disruptions attributable in whole or in part to an Event of Force Majeure;
 - (g) services which are notified as being discontinued by GBG (GBG to give at least 90 days' notification of such intended discontinuation); and
 - (h) any suspensions in the Service and/or Premium Support Services due to late payment of invoices.

5. SYSTEM RESPONSE TIME LEVEL MEASUREMENT

- 5.1 The System Response Time Level is measured by GBG based on the monthly average System Response Time, calculated at the end of each calendar month.

6. SERVICE CREDITS

- 6.1 If the Service Availability Report shows that the Uptime Service Level for the Service in a calendar month falls below 99.95%, the Client shall be eligible for a Service Credit as follows:

Uptime Service Level For Calendar Month	Service Credit
< 99.95% but ≥ 99.5%	10% of Monthly Recurring Fee
< 99.5% but ≥ 99.0%	15% of Monthly Recurring Fee
< 99.0% but ≥ 95.0%	25% of Monthly Recurring Fee
< 95.0%	50% of Monthly Recurring Fee

- 6.2 If the Service Availability Report shows that the System Response Time Level for the Service in a calendar month falls exceeds 350ms, measured at the 90th Percentile, the Client shall be eligible for a service credit ("Service Credit") calculated as follows:

Response Time Percentile For Calendar Month	Service Credit
< 90% but ≥ 85%	10% of Monthly Recurring Fee
< 85% but ≥ 80%	15% of Monthly Recurring Fee

- 6.3 A Service Credit shall not be payable unless the Client requests it in writing (by email to infrastructure@pcapredict.com shall be sufficient) within 30 days of the end of the respective calendar month in which the Service disruption arose. If the request is not received by GBG within such time period, then the Client waives its right to such Service Credit. As set out at clause 6.1 and 6.2 above, the maximum Service Credit that can be applied in a given month is an amount equal to 65% of the Monthly Recurring Fee for that month. Only one Service Credit for Service Uptime and one Service Credit for System Response Time can accrue in respect of all Services provided to the Client under the Agreement in a calendar month, irrespective of whether there is a disruption in one Service or more than one Service.
- 6.4 The Parties agree that the Service Credits constitute a genuine pre-estimate of the maximum loss the Client would suffer as a result of the disruption in the Services and are the Client's sole and exclusive remedy for all disruptions to the Services.

7. MAINTENANCE ACTIVITIES

- 7.1 Maintenance Events may require interruption of the Services.
- 7.2 Subject to clause 7.3 below, GBG shall use reasonable endeavours to ensure that Maintenance Events are Schedule 3d to take place outside of Business Hours but Emergency Maintenance may need to be performed inside Business Hours. GBG shall use reasonable endeavours to keep any Service interruptions due to a Maintenance Event during Business Hours to a minimum.
- 7.3 Any Emergency Maintenance occurring during Business Hours, which has not arisen as a result of the wrongful acts or omissions of the Client, shall be considered Service Downtime for the purpose of the Uptime Service Level measurement.

8. HELP DESK SUPPORT AND AVAILABILITY

- 8.1 During the Premium Support Period, GBG shall provide the Premium Support Services 24 hours a day, 7 days a week, all year round.
- 8.2 Premium Support Services will be provided on a remote, off-site basis (such as over the telephone or by e-mail).
- 8.3 As part of the Premium Support Services, GBG shall:
 - (a) provide help desk support by means of the telephone numbers and e-mail addresses notified to the Client to assist with, identify and/or resolve Faults;
 - (b) use reasonable efforts to correct all Faults notified to the help desk.

8.4 GBG may reasonably determine that any services are Out Of Scope Support. If GBG makes any such determination, it shall promptly notify the Client giving its reasons for such determination.

8.5 GBG is under no obligation to provide any Out Of Scope Support and, where provided, it will be provided on a discretionary basis by GBG (and will not oblige GBG to provide further support on any future occasion).

9. SUBMITTING SUPPORT REQUESTS AND ACCESS

9.1 The Client may request Premium Support Services by way of a Support Request subject to clause 7 above. Each Support Request shall include a description of the problem and the start time of the incident.

9.2 In respect of each Support Request, the Client shall provide GBG promptly with such output and other data, documents, information, assistance and (subject to compliance with the Client's reasonable security and encryption requirements notified to GBG in writing) remote access to the Client's system, as are reasonably necessary to assist GBG to reproduce operating conditions similar to those present when the Client detected the relevant Fault, or to respond to the relevant Support Request.

10. SERVICE LEVELS

10.1 GBG shall:

- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) aim to respond to all Support Requests in accordance with the target times specified in the table below:

Incident Level	Description	Update Objectives
P1	The entire Service is unavailable and inaccessible. Priority 1 incidents shall be reported by telephone only.	First response within 1 hour. Subsequent responses every hour, or as agreed during incident reporting. Resolution target = 4 hours
P2	Operation of the Service is severely degraded, or major components of the Service are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	First response within 2 hours. Subsequent responses every 2 hours or as agreed during incident reporting. Resolution target: 8 hours

P3	Certain non-essential features of the Service are impaired while most major components of the Service remain functional; or Any issues which do not fall within Incident Levels P1, P2 or P4.	First response within 4 Business Hours. Subsequent responses every 4 Business Hours or such other reasonable period as notified during incident reporting. Resolution target: 3 Business Days
P4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Service.	First response within 7 Business Days. Resolution target: By next major Service software update

10.2 The target times in the above table are objectives and do not give rise to any contractual consequences, Service Credits or other compensation, rights or remedies (except as set out in Clause 11 below) if they are not complied with. The Client has alternative remedies for Uptime Service Level and System Response Time issues in accordance with the Service Credit regime described in clause 6.

10.3 GBG shall give the Client regular progress updates of the nature and status of its efforts to correct any Fault, either by notification at <http://status.loqate.com/> or by e-mail or telephone.

11. ESCALATION

11.1 If a solution is not provided within the relevant target times in Clause 10.1 above, the Client may escalate the Support Request to the Parties' respective relationship managers.

11.2 The provisions of this Schedule 3 do not impose any liability on GBG other than payment of Service Credits. All of the other provisions in this Schedule 3 are agreed to be commercial objectives, which do not give rise to any contractual liability to the extent that there is any non-compliance with them by GBG.

12. COMMUNICATIONS

12.1 In addition to the mechanisms for giving notice specified in the Agreement, the parties may communicate in respect of any matter referred to in this Schedule 3 by e-mail (unless expressly specified otherwise).