

## RECENT UPDATES

- Service Level Objective 2: Maintenance period updated from 2200 to 0400 to 2100 to 0300.

## Cloud Service Agreement Attachment 1: Service Level Agreement (2017-06-02)

This Service Level Agreement (SLA) and any Service Level Objectives (SLOs) contained herein are only to be construed alongside the Cloud Service Agreement (CSA). It forms part of the [CSA](#) as per Section 1 of that document and runs concurrently with it.

This SLA specifically describes the levels of service that ASPL will provide and the penalties that will apply should ASPL not meet these levels, as described in Section 7 of the [CSA](#).

### Service Level Objective 1: Availability

ASPL aims to have the service available at all times, with the exception of scheduled maintenance periods (see **Service Level Objective 2: Scheduled Maintenance**).

Every month, ASPL warrants to have the service available 99.5% of the time - this is the 'uptime percentage'. The calculation for this uptime percentage [U] is:

- (total number of minutes in a month [T]) minus (the number of minutes of downtime suffered from all downtime periods in a month larger than 5 (five) consecutive minutes [D]) divided by (total number of minutes in a month [T]) minus (scheduled maintenance downtime [M]) equals the uptime [U] as a percentage

Formulaically this reads as:

- $(T-D)/(T-M) = U\%$

Achieving 95% uptime percentage or less will result in a Customer being able to claim Service Credits from ASPL, as per Section 7 of the [CSA](#). The amount of Service Credit that can be claimed depends on the final uptime percentage for the month:

- If a month's uptime percentage <95%, the Service Credit is 25% of the monthly payment or equivalent.

Note:

- A 28 (twenty-eight) day month (February) has 40,320 minutes, reduced to 39,060 to account for the scheduled maintenance period.
- A 29 day (twenty-nine) month (Leap February) has 41,760 minutes, reduced to 41,400 to account for the scheduled maintenance period.
- A 30 day (thirty) month (April, June, September, November) has 43,200 minutes, reduced to 42,840 to account for the scheduled maintenance period.
- A 31 day (thirty-one) month (January, March, May, July, August, October, December) has 44,640 minutes, reduced to 44,280 to account for the scheduled maintenance period.

Please note that ASPL can only provision and maintain the service's availability - We cannot

guarantee connectivity outside the bounds of the service.

## **Service Level Objective 2: Scheduled Maintenance**

ASPL will perform essential maintenance upgrades wherever possible within the following scheduled periods:

- From 2100 hours on the 15<sup>th</sup> of every month until 0300 hours on the 16<sup>th</sup> of every month.
- Note that unless absolutely necessary, the scheduled maintenance period for any January will be suspended and the relevant work rolled into preceding or following scheduled maintenance periods.

Maintenance situations may also occur that affect availability outside of the scheduled maintenance periods, as described in Section 4 of the [CSA](#). Instances of such situations would not be excepted from the availability formulas as described in **Service Level Objective 1: Availability**.

## **Service Level Objective 3: Response Times**

ASPL guarantees response times for issues raised according to the time and day when the issue is raised.

Failure to respond within the agreed time will result in a service credit upon the initial breach.

- ASPL guarantees a response within 24 hours for any issue raised within Support opening hours and through normal Support communication channels, as defined on the TaxCalc Website.
- Should an issue be raised outside of Support opening hours, it will be addressed during the next working day.
- For reference, Support opening hours are advertised on the TaxCalc Website. During January, Support opening hours are extended.

The amount of Service Credit that can be claimed when ASPL fails to respond (at least acknowledgement of the issue) within these parameters is 1% (per issue) of the monthly fee, to a maximum of 5% per month.

Any issue raised to ASPL will be assessed and resolved on a 'best efforts' basis according to its severity and complexity.

## **Service Credits**

Should ASPL fail to achieve the SLOs set out within this SLA, Service Credits may be claimed back as set out in the relevant SLO as per Section 7 of the [CSA](#).

## **Exclusions**

This SLA does not apply in situations:

- that could be described as circumstances beyond our reasonable control under Section 14 of the [Terms and Conditions](#);
- where SLOs have been impacted by a Customer's contravention of the Acceptable Use Policy

(AUP) as described in [Attachment 2](#) to the CSA;

- when the Customer is in breach the CSA for any other reason (e.g. late payment of fees).