

Effective start: June 12, 2023

BDQ

SERVICE LEVEL AGREEMENT (AVAILABILITY)

This SLA sets out BDQ's commitments in relation to the availability of the Hosted Services.

If BDQ is providing hosting and maintenance services to the Customer as an element of managed services under the General T&Cs, then this SLA will apply alongside those General T&Cs.

If BDQ is providing cloud applications to the Customer under the EULA, then this SLA may, if agreed in the relevant Order, apply alongside the EULA – but see Clause 4.2 in relation to free-of-charge software and services and BDQ cloud applications purchased or accessed by the Customer through a third party marketplace or distribution platform.

1. Definitions

1.1 In this SLA:

"BDQ" means Business Data Quality Limited, a company incorporated in England and Wales (registration number 04497196) having its registered office at Leytonstone House, 3 Hanbury Drive, Leytonstone, London E11 1GA;

"Business Day" means weekdays excluding bank and public holidays in England;

"Customer" means BDQ's customer for the Hosted Services identified in the Order;

"Downtime" means any time during which the Hosted Services are unavailable at the gateway between the private hosting infrastructure for Hosted Services and the public internet;

"EULA" means the end user licence agreement of BDQ available at <http://www.bdq.cloud/legal/eula>, in the form current as at the date of the relevant Order, subject to variations in accordance with its terms;

"General T&Cs" means the general terms and conditions of BDQ available at <http://www.bdq.cloud/legal/general-terms-conditions>, in the form current as at the date of the relevant Order, subject to variations in accordance with their terms;

"Hosted Services" means the provision of hosting services or cloud-based software services to the Customer, as specified in an Order;

"Order" means a document signed or otherwise agreed by or on behalf of each of the parties setting out the particulars of the Hosted Services and the corresponding charges;

"Scheduled Maintenance" means any periodic, routine or planned maintenance which may interrupt or otherwise negatively affect the availability of the Hosted Services;

"Support Hours" means 09:00 to 17:30 on a Business Day;

Effective start: June 12, 2023

"**SLA**" means this service level agreement, as it may be updated from time to time in accordance with the variation provisions of the General T&Cs or the EULA (as applicable); and

"**Uptime**" means the time during which the Hosted Services are available at the gateway between the private hosting infrastructure for Hosted Services and the public internet.

2. Availability commitment

- 2.1 BDQ shall use reasonable endeavours to ensure that the percentage of Uptime for the Hosted Services is at least 99.5% during each calendar month, subject to Clause 4.
- 2.2 BDQ shall be responsible for measuring Uptime and shall do so using any reasonable methodology.
- 2.3 BDQ shall report Uptime measurements on a per calendar month basis to the Customer either:
- (a) through a web portal accessible to the Customer; and/or
 - (b) in writing, promptly following receipt of a written request from the Customer for such Uptime measurements.

3. Service credits

- 3.1 In respect of each calendar month during which the Uptime is less than the commitment specified in Clause 2.1, the Customer shall earn service credits in accordance with the provisions of this Clause 3.
- 3.2 The service credits earned by the Customer shall be as follows:

Uptime during calendar month	Service credit*
Uptime less than 99.5%, but greater than or equal to 99%	10%
Uptime less than 99%, but greater than or equal to 95%	20%
Uptime less than 95%	50%

*The service credit percentage shall be applied to the fees payable by the Customer to BDQ with respect to the provision of the Hosted Service during the relevant calendar month (such fees to be calculated by BDQ acting reasonably).

- 3.3 BDQ shall deduct an amount equal to the service credits due to the Customer under this Clause 3 from amounts invoiced in respect of the charges for the Hosted Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the Uptime commitment, until such time as the service credits are exhausted.

Effective start: June 12, 2023

- 3.4 Service credits shall be the sole remedy of the Customer in relation to any failure by BDQ to meet the Uptime guarantee in Clause 2.1, except where the failure amounts to a material breach of:
- (a) this SLA; or
 - (b) the General T&Cs or the EULA (as applicable).
- 3.5 Upon the termination of the Order, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by BDQ in respect of Hosted Services following such termination.
- 3.6 For the avoidance of doubt, downtime of any services that are dependent upon the Hosted Services, or that the Hosted Services depend upon, shall not constitute Downtime for the purposes of this SLA.

4. Exceptions

- 4.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether BDQ has met the Uptime guarantee given in Clause 4.1:
- (a) an event or series of events beyond the reasonable control of BDQ;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of BDQ's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between BDQ and that services provider;
 - (d) a fault or failure of the Customer's computer systems or networks;
 - (e) the acts and omissions of the Customer or any agent of the Customer;
 - (f) any breach by the Customer of this SLA, the General T&Cs or the EULA, including any late payment or non-payment of applicable charges, and any action of BDQ permitted by the General T&Cs or the EULA in response to such a breach; or
 - (g) Scheduled Maintenance carried out in accordance with Clause 5.
- 4.2 For the avoidance of doubt, this SLA does not apply with respect to:
- (a) any software or services provided by BDQ on a free-of-charge basis (BDQ does not give any undertakings or guarantees in relation to the availability of any such software and services); or
 - (b) BDQ cloud applications purchased or accessed by the Customer through a third party marketplace or distribution platform (provisions relating to the availability of such cloud applications are set out in the EULA).

Effective start: June 12, 2023

5. Scheduled Maintenance

- 5.1 Scheduled Maintenance must be carried out in accordance with this Clause 5. Subject to this, BDQ may from time to time suspend or limit the Hosted Services for the purposes of Scheduled Maintenance.
- 5.2 Save where Scheduled Maintenance is requested by the Customer, BDQ shall where practicable give to the Customer at least 5 Business Days' prior written notice of Scheduled Maintenance that will, or is likely to, affect the availability of the Hosted Services.
- 5.3 BDQ shall ensure that all Scheduled Maintenance is carried out outside Support Hours.
- 5.4 BDQ shall ensure that, during each calendar month, the aggregate period during which the Hosted Services are unavailable as a result of Scheduled Maintenance does not exceed 10 hours.

6. Interpretation

- 6.1 In the event of any conflict between the General T&Cs and this SLA, the General T&Cs shall take precedence; and in the event of any conflict between the EULA and this SLA, the EULA shall take precedence.