

SERVICE LEVEL AGREEMENT (“SLA”) FOR ACCENTURE WIREDUP SOFTWARE AS A SERVICE

1. Service Level Agreement

This Service Level Agreement (“SLA”) for Accenture WiredUp Software As a Service sets forth the Technical System Availability for the productive version of the applicable SaaS Service subscribed by Client in the applicable Accenture WiredUp Software SaaS Service Order.

2. Definitions

“Downtime” means the Total Minutes in the Month during which the productive version of the applicable SaaS Service is not available, except for Excluded Downtimes.

“Month” means a calendar month.

“Total Minutes in the Month” are measured 24 hours at 7 days a week during a Month

“Production Environment” means the environment used by Client for the processing of live data and the operation of Client's business activities as permitted in a SaaS Service Order, as distinguished from development, testing, staging, POC or disaster recovery environments.

3. Technical System Availability

3.1 Definition of Technical System Availability (hereafter “TSA”)

For purposes of determining availability, the SaaS Services will be deemed to be unavailable when there is an inability of all Authorized Users to access or use the Production Environment of the SaaS Services, as measured by Accenture.

The TSA percentage is calculated as follows:

TSA percentage = [(Total Minutes in the Month – Downtime)/Total Minutes in the Month*100]

Example:

Assuming a total of 44640 minutes (1 month) the unscheduled downtime is 330 minutes (measured by Accenture monitoring tools), the System Availability for such month will be: $[(44640 - 330)/44640*100] = 99,3\%$ TSA

TSA	99.3% TSA percentage during each Month for productive versions
Exclusions of System Availability	Accenture shall not be responsible for any failure to meet a Service Level (and may exclude any such failure or incident from the service measurement calculation) if such failure is attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime according to Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) actions or omissions of Client (including Client's failure to perform its responsibilities) (iv) Failures, errors or defects in Client's facilities, hardware, software or network or other resources provided by the Client. (v) Acts or omissions of Client's employees, contractors or agents (vi) Circumstances that constitute a Force Majeure event. (vii) unavailability caused by factors outside of Accenture's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised. (viii) Unavailability as necessary to address a zero-day software vulnerability, data integrity risk, or material threat to the SaaS Services or Client Content, which may require immediate

	action and for which advance notice is not reasonably practicable (nor advisable).
Scheduled Downtime	To meet the Service Level expectations, regular ongoing maintenance is a required procedure. Such maintenance will sometimes render the SaaS Service unavailable amounting to “Scheduled Downtime”. Scheduled Downtime for the applicable SaaS Service to which customer has subscribed is set forth in Section 4 below entitled “Maintenance Windows for SaaS Services”.

3.2 Reports

Accenture will provide, upon Client request, a report describing the TSA percentage for the applicable SaaS Service either (i) by email following a Client’s request to Technical Support channels, (ii) through the SaaS Service or (iii) through an online portal made available to Client, if and when such online portal becomes available.

4. Maintenance Windows for Accenture SaaS Services

Accenture can perform a minimum of 12 maintenance windows over a calendar year for Scheduled Downtimes. Accenture will provide Client reasonable notice without undue delay of any major upgrades or emergency maintenance to the SaaS Services.