

## Schedule 1 - Service Level Agreement

### Definitions

**"Availability" or "Available"** means that the Technology Platform is available to be used by Customer materially as is described in the Agreement and is calculated as follows: in relation to a calendar month means the proportion of the calendar month when Users can or could substantially operate the Software, calculated by subtracting from 100% the percentage of minutes during that calendar month in which the Software was not accessible to Users, excluding periods resulting directly or indirectly from any exceptions set out in clause 2 of this Service Level Agreement.

**"Availability Commitment"** means the Technology Platform will be Available ninety-nine point nine percent (99.9%) of the time. The Availability Commitment does not include downtime resulting from the Exclusions.

**"Business Day"** means a day on which banks are open for general banking business in Australia or the UK - excluding Saturdays, Sundays or public holidays.

**"Configuration Error"** means any configuration settings that are not aligned with customer requirements.

**"Customer Support Request"** means a request raised from Level 2 for support from Clew, whether in relation to a suspected Error, system knowledge or wider support (such as configuration changes or training).

**"Error"** means either a Configuration Error or a Product Error.

**"Exclusions"** means:

suspension of Customer's access to the Technology Platform pursuant to the Agreement;

- breach of the Agreement (Excluding where the customer can evidence (to the reasonable satisfaction of Clew) that it has made best efforts to comply with the Agreement), negligence, or unlawful act or omission of the Customer, its representatives or service providers (other than Clew);
- disengagement of functionality of the Technology Platform, or service or resource reduction, due to a request from Customer;
- Customer's or its service provider's equipment, computer systems or networks, software, hardware, data (including Customer Data) or other technology;
- events beyond Clew's reasonable control as further described in clause 10.2 of the Agreement; or A Scheduled Upgrade Period.

**"Knowledge Base"** means Clew's repository of knowledge content related to the Technology Platform, access of which is made available to Customers during onboarding.

**“Product Error”** means any technical error (such as system outage or application bug) of the Technology Platform to perform in accordance with the technical specifications provided by Clew, or which causes the Technology Platform to display an error message due to the Technology Platform performing otherwise in accordance with its published functionality. Errors do not include queries about configuration changes, new features, and generic queries unrelated to any failure of or error in the Technology Platform.

**“Professional Services”** means any services required in relation to system configuration, including support required to fix a configuration as identified above (whether or not caused by the customer or Clew).

**“Support Levels”** define Licensor and Licensee responsibilities for resolving user support requests as follows:

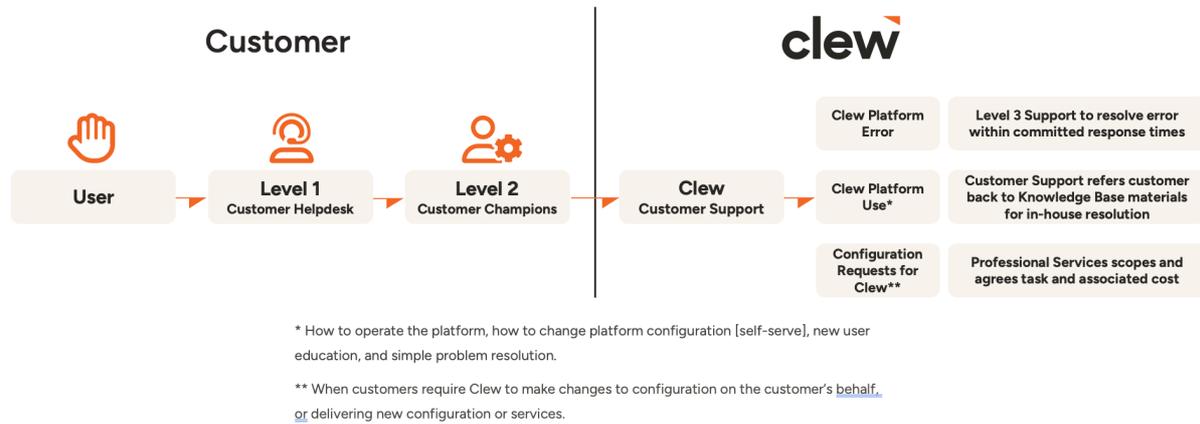
- Level 1 support is provided by **Customer Helpdesk** (usually IT support) and deals with all user management including login issues, as well as browser queries, and other IT basics. Suspected Errors and configuration/training issues are escalated to Level 2.
- Level 2 support is provided by **Customer Champions** (also known as subject matter experts), and deals with authorisation, alignment with policies & procedures, and training and configuration queries relating to software data fields, process flows, notifications and dashboards. Suspected Errors, and requests for Professional Services are escalated to Level 3.
- Level 3 support is requested, coordinated and delivered via Clew Customer Support which is accessible to (and only to be used by) identified Customer Champions by raising the request via: support@clew.io

**“Technical Services Support”** means any support required to fix a Product Error as defined above.

**“Warranty Issue”** means any Configuration Error that is the result of Clew failure to deliver configuration in accordance with specification during implementation.

## Support Response Process

Clew’s support and escalation model is visualised with the following diagram:



When reporting a Customer Support Request, the Customer Champion must provide any information relating to the Error reasonably requested by Clew. When an Error is reported, Clew will:

1. Determine whether the request relates to a Product Error requiring Technical Services Support, an escalated Warranty Issue requiring Professional Services support, or a knowledge issue that could be resolved in-house at Level 1-2.
2. If the request is not related to a Product Error or Warranty Issue, Clew will on a best endeavours basis ensure that the Customer Champion is aware of any Knowledge Base articles that would help them resolve the issue in-house or otherwise confirm that Professional Services is required and scope the delivery effort required in accordance with "Professional Services" below.
3. If the request is related to a Product Error, log and issue a support services reference number to Customer and:
  - a. Determine and agree with Customer a severity level for the Product Error in accordance with the response times in the table below and having regard to the degree to which the Product Error deprives Customer of functionality;
  - b. Respond to and action the Product Error in accordance with the time frames set out in the response times in the table below;
  - c. Provide Customer with an update in relation to the status of the Product Error upon request; and
  - d. Advise Customer, in writing, when the Product Error is resolved.

## Product Error Correction Response

Customers contracted to Clew Australia will be serviced based on Australian business hours (9am-5pm) on Business Days; customers contracted to Clew UK or Clew Canada will be serviced based on UK business hours (9am-5pm) on Business Days.

Severity Level	Definition	Communication	Resolution Target
1	<ul style="list-style-type: none"> <li>No user can log in, disrupting critical business processes (e.g., complete outage).</li> <li>Multiple clients unable to submit essential data.</li> <li>Data corruption affecting accuracy of reporting or essential client records.</li> <li>Severe performance issues causing the application to be unusable (e.g., pages fail to load entirely).</li> <li>Security Breach including PII Data</li> </ul>	Response within 1 business hour	6 business hours
2	<ul style="list-style-type: none"> <li>Single or multiple users unable to access key features, significantly affecting productivity (e.g., report generation functionality intermittently failing).</li> <li>Multiple users experiencing frequent disconnects or errors that require workarounds.</li> <li>Critical performance degradation impacting multiple users' productivity, but application remains functional.</li> </ul>	Response within 2 business hours	1 business day (subject to QA checks prior to resolution confirmation)
3	<ul style="list-style-type: none"> <li>Minor bugs affecting individual client workflows but with simple and effective workarounds (e.g., UI glitch requiring page refresh).</li> <li>Non-critical technical performance degradation causing slight delays without significant productivity loss.</li> </ul>	1 business day	3 business days

## Service Credits

If Clew fails to meet the Availability Commitment, the Customer will be eligible to receive a service credit, calculated as a percentage of the monthly subscription fee for the affected module of the Technology Platform, in the affected month, as set out in the table below:

Monthly Availability	Service Credit (% of monthly fee)
99.0% – 99.89%	5%
98.0% - 98.99%	10%
Less than 98.0%	20% (cap)

Service credits may only be applied against future invoices and have no cash value. The total amount of service credits that may be claimed by the Customer in any calendar month is capped at 20% of the applicable monthly subscription fee.

The Customer must submit a written claim for a service credit within thirty (30) days after the end of the calendar month in which the Availability Commitment was not met. Failure to submit a claim within this timeframe will result in forfeiture of the right to receive a service credit for that period.

Service credits will constitute the Customer's sole and exclusive remedy for any failure by Clew to meet the Availability Commitment.

## Platform Upgrades

Clew upgrades the Technology Platform every 4 months and as part of this process, Clew follows these steps:

- A notification is sent about the upgrade 30 days before the upgrade date.
- The notification contains a changelog with all changes that will be applied to the platform, including changes to functionality and API.
- Clew then proceeds to upgrade the test environment [if available] for each Customer.
- The Customer then schedules the production upgrade in one of the time windows available via an online form. The period within which the production upgrade is installed is the "Scheduled Upgrade Period".

## Professional Services

For Level 3 support escalations that are not Product Errors or Warranty Issues and that require support from Professional Services, Clew will assess the level of effort and secure written approval from with the customer before proceeding with the work; funding for the work will be drawn down against a customer's contracted Support and Services Package. If a customer has not opted for a Support and Services Package, it will be charged at the day-rate identified in the contract pending confirmation of applicable Purchase Order and written approval from the customer.

## Service Exclusions

Clew has no obligation to resolve Configuration Errors resulting from an Exclusion. If Clew elects to correct such Errors, such remediation services will be charged on a time and materials basis in accordance with Clew's then current rate card.

## Service Obligations

Application Maintenance and Support Service Responsibilities

- **Break Fixes and Patches:** Clew will carry out break fixes and apply patches to maintain access to and use of the Technology Platform.

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- **Software Updates:** Clew will provide software updates from time to time and the Customer shall accept and assist with the implementation of the Updates when they are made generally available.