

# Premium Support Services Schedule

## Loqate Web Services



This Premium Support Schedule only applies if the Order Form shows that Premium Support Services have been selected. If so, this Premium Support Services Schedule will apply to the Loqate Web Services (Capture and/or Verify) in addition to the General Terms, the Product Terms and any applicable Additional Terms. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

### 1. DEFINITIONS

1.1. The following definitions apply to this Schedule:

**"Business Hours"** means the working hours being 0900 - 1730 (in the country in which the Customer is based) in a Business Day.

**"Consultations"** shall be a call of up to 30 minutes, between a representative of the Customer and GBG, at a time to be agreed between the Parties, during which the Customer shall be able to raise questions, concerns and comments relating to the Service.

**"Customer Cause"** means any of the following:

- (a) any improper use, misuse or un-authorized alteration of the Service by the Customer;
- (b) any use of the Service by the Customer in a manner inconsistent with GBG's instructions provided from time to time;
- (c) the Customer's use of any hardware, software or data not provided or approved by GBG in writing for use by the Customer in connection with the Service; or
- (d) the use of a Discontinued Version of the Service.

**"Customer Support Hours"** means 24 hours a day on Business Days in the region in which the Customer Support function is based (Customers will be issued with Customer Support contact information local to their region). For Customers local to the EMEA-based Customer Support facility, the Customer Support will also be available on weekends and public holidays (excluding Christmas Day), between 8am to 8pm (GMT).

**"Customer Support"** means the customer support 'helpdesk' facility provided by GBG to handle enquiries and administration for the Service.

**"Emergency Maintenance"** means a Maintenance Event (as defined at clause 7 of this Schedule) which is undertaken on less than 5 Business 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 at clause 10.1(b) of this Schedule.

**"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 Host's infrastructure, servers, software or other aspects of the Service.

**"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 Customer 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 Host.

**"Premium Support Period"** means the period that the Premium Support Services are taken for as set out on the Order Form.

**"Professional Services"** means the Services to be supplied to the Customer by GBG if specified on the Order Form to assist the Customer with designing and implementing the solution. This assistance may include assistance with set-up, configuration, launching, integration and results interpretation. The scope of such Professional Services will be set out on the Order Form.

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

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

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

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

**"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.

**"Target Resolution Times"** means the target timescales listed in clause 10.1(b) in which GBG aims to resolve incidents reported in accordance with this Premium Support Schedule.

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### 2. SERVICE UPTIME

- 2.1. GBG shall provide at least a 99.95% average monthly Service Uptime Level as an aggregate of all Services provided to the Customer under the Agreement.
- 2.2. The Service Uptime 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 Service Uptime Level excludes from any measurements (and the following do not constitute Service Downtime for the purpose of calculating the Service Uptime 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://gbgstatus.com> and any Emergency Maintenance (other than that referred to in Clause 6.3 below);
  - (d) any Customer Causes (including a failure to adhere to implementation guidelines provided by GBG, or issues resulting from account settings which are under the Customer's control);
  - (e) any outages or disruptions caused by the Customer 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 notice in accordance with clause 10 (Updates and Upgrades) of the Product Terms); and
  - (h) any suspensions in the Service and/or Premium Support Services due to late payment of invoices.

### 3. SERVICE UPTIME MEASUREMENT

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

### 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 Hoster;
  - (c) planned maintenance in respect of which GBG has provided at least 5 Business Days' advance notice by email or by a notice at <http://gbgstatus.com> and any Emergency Maintenance (other than that referred to in clause 7.3 below);
  - (d) any Customer Causes (including a failure to adhere to implementation guidelines provided by GBG, or issues resulting from account settings which are under the Customer's control);
  - (e) any outages or disruptions caused by the Customer 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 notice in accordance with clause 10 (Updates and Upgrades) of the Product Terms); and
  - (h) any suspensions in the Service and/or Premium Support Services due to late payment of invoices.

### 5. SYSTEM RESPONSE TIME LEVEL MANAGEMENT

- 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. TESTING ACTIVITY

- 6.1. The Customer shall ensure that:
  - (a) any use of the Service for the purpose of testing, development, or any activity that affects the production environments usage, license model or configuration ("**Testing and Development Activity**") must be reported to GBG via the Customer's System Administrator prior to the Testing and Development Activity taking place; and
  - (b) any Service used in test/staging environment must at all times be licensed appropriately and adhere to all relevant usage restrictions as per the Licence or Order Form.

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- 6.2. If any Testing or Development Activity takes place prior to GBG being notified, then any such usage will contribute towards the License agreed. The Customer will be liable for any overuse in line with the Charges indicated on the Order Form. Payment for overuse shall be subject to the charges and payment terms set out in the Agreement.
- 6.3. The Customer shall be entitled to a number of Transactions, which shall be available for use in Testing and Development Activity only (the “**Test Transactions**”).
- 6.4. The number of Test Transactions shall be specified on the Order Form and shall not exceed a maximum of 50,000 Test Transactions.
- 6.5. Test Transactions are strictly for use in non-production only and not for any commercial purpose and shall only be used for Testing and Development Activity.
- 6.6. If the Customer uses the Test Transactions in breach of clause 6.5 above, GBG shall be entitled to invoice the Customer for such Transactions at a transactional rate and shall be entitled, at its discretion, to withdraw any remaining Test Transactions for the current period and not grant any further Test Transactions in any further periods.
- 6.7. Test Transactions shall expire at the end of the 12-month period to which they relate and cannot be carried over into other periods.

### 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 scheduled 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 Customer, shall be considered Service Downtime for the purpose of the Service Uptime Level measurement.

### 8. CUSTOMER SUPPORT AND AVAILABILITY

- 8.1. During the Premium Support Period, GBG shall provide the Premium Support Services in consideration of the Charges relating to the Premium Support Services (as set out in the Order Form).
- 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:
  - (a) GBG will provide the Customer with the contact numbers and email address of designated contact points, which will be the Customer's contact points for placing orders, reporting Faults, and making inquiries relating to the Service. The Customer can use the numbers to contact GBG to report Faults 24 hours a day, 365 days a year (although the GBG Customer Support will only be manned during Customer Support Hours) and to order services or make enquiries during Business Hours;
  - (b) GBG shall use reasonable efforts to correct all Faults notified to the Customer Support in accordance with the Target Resolution Times at clause 10.1(b) below.
- 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 Customer 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 REQUESTS AND ACCESS

- 9.1. The Customer may request Premium Support Services by way of a Support Request subject to clauses 7 and 8 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 Customer shall provide GBG promptly with such output and other data, documents, information, assistance and (subject to compliance with the Customer's reasonable security and encryption requirements notified to GBG in writing) remote access to the Customer's system, as are reasonably necessary to assist GBG to reproduce operating conditions similar to those present when the Customer 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 Resolution Times specified in the table below:

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Priority Level	Description	Progress Updates	Target Resolution Times
Priority 1 (P1)	The entire Service is unavailable and inaccessible.  Priority 1 incidents shall be reported by telephone only.	First response within 15 minutes.  Subsequent responses every hour, or as agreed during incident reporting.	4 hours.
Priority 2 (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 30 minutes.  Subsequent responses every 2 hours or as agreed during incident reporting.	8 Business Hours.
Priority 3 (P3)	<b>User support issues:</b> the Service is experiencing minor technical problems (not including functional or Data issues) but is functioning substantially; or  Any issues which do not fall within Incident Levels P1, P2 or P4 and which are not Functional/data issues.	First response within 1 Business Hour.  Subsequent responses every 4 Business Hours or such other reasonable period as notified during incident reporting.	3 Business Days.
	<b>Functional/data issues:</b> the Customer requires additional functionality and/or there are Faults with the Data; or Any issues which do not fall within Incident Levels P1, P2 or P4, and which are not user support issues.	First response after 4 Business Hours.  Regular updates thereafter, as appropriate.	Next relevant release.
Priority 4 (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 5 Business Hours.  Regular updates thereafter, as appropriate.	Next relevant release.

10.2. The Target Resolution Times in the above table are commercial objectives only and do not give rise to any contractual consequences, service credits or other compensation, rights or remedies (except as set out in clause 11.1 below) if they are not complied with.

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

### 11. ESCALATION

11.1. If a solution is not provided within the relevant Target Resolution Times in Clause 10.1 above, the Customer may escalate the Support Request to the Parties' respective relationship managers.

11.2. Except as expressly stated otherwise, the provisions of this Schedule do not impose any liability on GBG. All of the other provisions in this Schedule 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. PROFESSIONAL SERVICES AND QUARTERLY CONSULTATIONS

12.1. The Customer shall be able to purchase Professional Services at the rates specified on the Order Form.

12.2. Professional Services shall be deliverable in the 12-month period to which they relate and cannot be carried over into other periods.

12.3. The Customer shall be entitled to request quarterly free of charge Consultations in relation to the Service.

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12.4. Consultations are not intended to include technical fixes, resolutions, product development or Professional Services. If a Consultation results in the completion of Professional Services or exceeds the 30-minute window, GBG shall be entitled, at its discretion, to invoice the Customer for such delivery at the current list prices for Professional Services.

### **13. COMMUNICATIONS**

13.1. In addition to the mechanisms for giving notice specified in the Agreement, the Parties may communicate in respect of any matter referred of any matter referred to in this Schedule by email (unless expressly specified otherwise).