

Service Level Agreement (SLA)

This Service Level Agreement (SLA) applies to Services provided under the applicable FrankieOne Order Form and forms part of, and is incorporated by reference into, that Order Form.

1. Definitions

The following definitions apply to this SLA. Any terms that are capitalised but not defined shall have the same definition as in the Agreement.

“**Flow**” or “**Service Flow**” means a programmed sequence of services provided by Data Sources in order to create a robust and more featured Service to the Reseller.

“**Maintenance**” means scheduled Unavailability of FrankieOne’s API Services, as announced by us prior to the Services becoming Unavailable. Maintenance is addressed in more detail below.

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which the API Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“**Service Credit**” means a credit denominated in Australian dollars (AUD), calculated as set forth below, that we may credit back to an eligible account.

“**Unavailable**” and “**Unavailability**” mean, for API services, when the Service is not running or not reachable due to FrankieOne’s fault. This excludes unavailability or failure of Data Sources or unavailability caused by an SLA Exclusion (as described below).

2. Service Commitments

FrankieOne will use commercially reasonable efforts to make its Services available with a Monthly Uptime Percentage of at least 99.95% during any monthly billing cycle (the “**Service Commitment**”). Subject to the SLA Exclusions, if FrankieOne does not meet the Service Commitment, the Reseller will be eligible to receive a Service Credit.

A Monthly Uptime Percentage of 99.95% means that FrankieOne expects the Reseller will experience no more than 21.56 min/month of Unavailability.

3. Response Times and Third-Parties

FrankieOne’s Services are built on top of a number of Data Sources. These Data Sources are combined in order to create a Service Flow that can be unique to the Reseller.

This means that the Service’s response time and overall availability is also reliant on the performance of said Data Sources. FrankieOne will make all commercially reasonable efforts to:

- work with the Reseller to optimise the Flow to best balance service success rates and response times;
- provide multiple instances of our internal services, with redundant connections to all Data Sources where possible and practicable; and
- provide automatic failover to alternate Data Sources should the Reseller’s preferred Flow supplier be Unavailable for any reason.

4. Service Credits

Service Credits are calculated as a percentage of the total charges due on the Reseller’s invoice for the monthly billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.95% but equal to or greater than 99.0%, the Reseller will be eligible for a service credit of 5% of any monthly Licence fees for the month of the affected resources; and

- For Monthly Uptime Percentage less than 99.0%, the Reseller will be eligible for a Service Credit of 10% of any monthly Licence fees for the month of the affected resources

FrankieOne will apply any Service Credits only against future payments for the Services otherwise due from the Reseller. Service Credits will not entitle the Reseller to any refund or other payment from FrankieOne.

Unless otherwise provided in the Agreement, the Reseller's sole and exclusive remedy for any Unavailability, non-performance, or other failure by FrankieOne to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

To receive a Service Credit, the Reseller must submit a claim by emailing accounts@frankiefinancial.com. To be eligible, the credit request must be received by FrankieOne by the end of the second billing cycle after which the incident occurred including any supporting evidence. The determination of the eligibility of a Reseller for Service Credits will be determined by FrankieOne based on FrankieOne's own records relating to Unavailability.

5. SLA Exclusions

The Service Level Commitment does not apply to any Unavailability:

- a) that results from a suspension or remedial action
- b) that results from dependent Data Sources being Unavailable and no failover Data Sources being available at the time;
- c) caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of FrankieOne's network;
- d) that results from any actions or inactions of the Reseller or any End Customer;
- e) that results from the equipment, software or other technology of the Reseller or any third party (other than third party equipment within FrankieOne's direct control); or
- f) that results from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then FrankieOne may issue a Service Credit considering such factors at its discretion.

6. Maintenance

FrankieOne will communicate the date and time that it intends to make its Services Unavailable via email to the Reseller's nominated operations address at least (7) days in advance (or longer if practical).

The Reseller understands and agrees that there may be instances where FrankieOne needs to interrupt the Services without notice in order to protect the integrity of the Services due to security issues, attacks, urgent maintenance or other unforeseen circumstances.

Below are the Maintenance Windows and their definitions:

- a) **Emergency Maintenance**
These change controls happen immediately with little notification ahead of time; however, FrankieOne will email the information to the Reseller's nominated contact soon after or during the change.
- b) **Preventative Maintenance**

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by our network metrics.
- c) **Planned Maintenance**

These are change control's being done to:

- Support on-going product and operational projects to ensure optimal performance;
- Deploy non-critical service packs or patches; or
- Periodic redundancy testing.

Where possible notice of planned maintenance will be sent via email to the nominated email address(es) of the Reseller 14 days prior; however, certain circumstances may preclude FrankieOne from doing so, such as an external vendor issuing a change control to FrankieOne, e.g. a Data Source issuing their own Emergency or Preventative Maintenance notification.

7. Incident Management

Whenever an issue is detected by the Reseller or by FrankieOne, the following matrix will be used to determine what category the issue is, and what FrankieOne's response obligations are.

Category level	Criteria	Initial problem response time	Target return to service time (estimated only)
1	Unplanned interruption rendering the Services Unavailable; no work-around possible	1 hour	5 hours
2	Unplanned interruption rendering the Services Unavailable or degraded; work-around available	2 hours	8 hours
3	Services are Unavailable for a single Data Source but failovers are available	12 hours	48 hours
4	Low impact issues, transaction investigation queries.	24 hours	N/A

Should ongoing issues with a Data Source be the root cause of an issue, FrankieOne will work with the Reseller to implement a new Flow that meets the Reseller's service needs.

FrankieOne will supply the Reseller with access to FrankieOne's issue management system in order for the Reseller to provide FrankieOne with relevant details of the Reseller's issue.

The Target return to service time above is an estimated time only, and longer time frames may be required to rectify certain errors.

8. Escalation

Contact details of FrankieOne's support services, including mobile phone numbers that are monitored 24x7 are listed below in Designated contacts.

1. Contact the support hotline phone and lodge a ticket on the FrankieOne Customer Support website available at <https://frankieone.com/customer-support>.
2. If no response within the designated initial problem response time; contact the Head of Operations on the supplied number.
3. If no response within the designated initial problem response time; contact the Head of Technical Operations on the supplied number.

9. Designated Contacts

The following table provides contact email and phone numbers:

Technical contacts:

Contact	Name	Email	Phone
Support		help@frankieone.com	1800 325 117
Head of Technical Operations	Rajkumar Chandrasekaran	rajkumar.chandrasekaran@frankieone.com	+61422291539