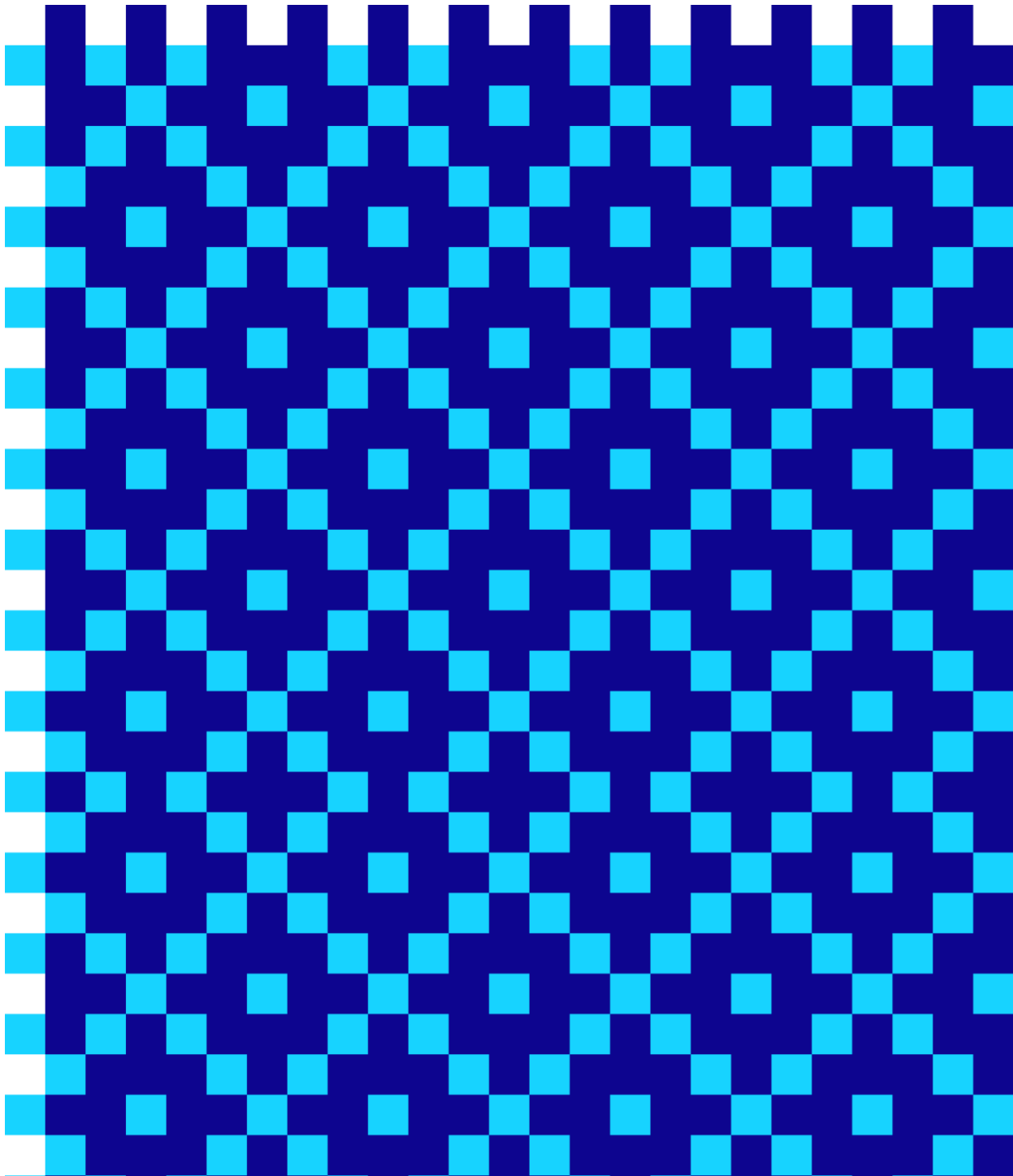


Card Processing Agreement

Schedule 4 – Service Levels



1. SERVICE LEVELS

1.1. Service Metrics

The below outlines the service metrics which shall be provided by THREDD and associated Service Credits.

	Service/Area	Measure	Service Level	Service credit	Comments/ Notes
Availability Measures the full availability of the complete system with full functionality responding in a timely manner to user input.	Authorisations	% of authorisations which are successfully processed without system error/issuer timeout calculated across a calendar month. The % of seconds in the month where THREDD is fully non-responsive with the exclusion of planned downtime.	99.5%	1	Any errors due to a system issue resulting from an error outside of THREDD's control (e.g. EH Timeout) will be excluded from service credit.
	Webservices	% of webservices which are successfully processed without system error/issuer timeout calculated across a calendar month. The % of seconds in the month where THREDD is fully non-responsive with the exclusion of planned downtime.	99.5%	1	Any errors due to a system issue resulting from an error outside of THREDD's control (e.g. format error traced to resulting in a 909 response code) will be excluded from service credit.
Timeliness of report delivery/automated jobs Measures the number of delayed/failed jobs to start within the agreed timeframe.	Job Scheduling	Expressed as the % of Transaction XML report job completion time where this is >6pm	Yes/no	1 SCU for each time a job is delayed or fails	
		Expressed as the % of Balance XML report job completion time where this is >8pm	Yes/no	1 SCU for each time a job is delayed or fails	
		Expressed as the % of card manufacture files submitted > 8hrs from scheduled execution.	Yes/no	1 SCU for each time a job is delayed or fails	Schedules are subject to change based on Client request, change or addition of card manufacturer.

1.2. If the Service Levels are not achieved, THREDD is to:

- 1.2.1. promptly investigate the underlying cause(s) of the service problem or Incident;
- 1.2.2. take whatever action is reasonably necessary to minimise the impact of the service problem or Incident and take such steps as are reasonably necessary to prevent it from recurring; and
- 1.2.3. correct the service problem or Incident as soon as practically possible and resume service provision in accordance with the Service Levels.
- 1.3. Service Credit Units ("SCU") will be calculated monthly according to the table above, and generate a credit of £100 per SCU, to be credited against the following monthly service invoice with the aggregate Service Credits in any one month to be capped at 20% monthly's transaction-based fees.
- 1.4. SCUs shall only be credited where THREDD is solely responsible for any failures, errors or delays in the provision of the Services. For example: SCU's shall not be credited if CARD files are sent with errors caused by incorrect client data; or if transactions files are incorrect or late as a result of errors or delays in receiving upstream data from other parties (e.g. MasterCard and/or Visa); or if the Client has failed to cooperate with THREDD's requests for the Client to participate in a system upgrade such as transitioning to a new network.
- 1.5. THREDD shall provide details of the quantity and value of SCUs in invoices sent to the Client on a monthly basis. In the event of any dispute as to the quantity or value of SCUs, the Client must notify THREDD in writing within 30 days of receipt of the relevant invoice and the parties shall use reasonable endeavours to resolve such dispute including, where necessary, following the dispute resolution procedure set out in Condition 21 of the Terms and Conditions.

2. MAINTENANCE

- 2.1. Scheduled Maintenance
 - 2.1.1. THREDD undertakes that whenever possible, any significant maintenance of the Services related equipment, hardware and Software shall be undertaken outside of the hours of Business Hours.
 - 2.1.2. Scheduled maintenance will be limited to a maximum of three (3) hours per period with a maximum of no more than 3 periods per calendar month.
 - 2.1.3. THREDD will give at least 12 hours' notice (which may be via email) of scheduled maintenance tasks. Notwithstanding the foregoing, THREDD may carry out any emergency maintenance work at any time, giving to the Client as much warning as reasonably possible.
- 2.2. THREDD shall perform testing of disaster recovery capabilities and procedures at least once every twelve (12) months and such testing shall be classified as scheduled maintenance for the purposes of this Schedule.

3. INCIDENT MANAGEMENT

- 3.1. Incident Definition
 - 3.1.1. For the purposes of this Agreement an "Incident" in relation to the Services includes:
 - 3.1.1.1. any Service failure to meet service levels as set out in this Agreement;
 - 3.1.1.2. failure to meet any agreed data processing volume requirements and where there has been an agreed growth prediction previously provided by the Client for any agreed period and that prediction has been exceeded by more than 25%, that will not be treated as a relevant "Incident";
 - 3.1.1.3. the production of unintelligible or incorrect output screens, or processes;
 - 3.1.1.4. communications circuit breakdowns under the responsibility of THREDD.
 - 3.1.2. The Client shall report incidents as defined in 3.1 as follows:-
 - 3.1.2.1. If an incident is reported by submission of a THREDD service ticket the Client will additionally contact THREDD by telephone.
 - 3.1.2.2. If an incident is reported by telephone confirmation of a problem incident status shall be submitted in a THREDD service ticket or email by the Client within one (1) hour of notification.
 - 3.1.3. Reported incidents may be classified by the Client as in 3.2. If an incident is reported but not so classified, THREDD shall treat the incident as Level 3.

3.2. Categorisation of Incidents

For the purposes of providing the maintenance services, "Incidents" will be categorised as follows:

Level	Description	Example Quantifiable Measures
1	This applies where the Services are either substantially inoperative or unusable, or where a major function of a Service is unusable or substantially inoperable.	>30% of transactions are impacted or not processing. >10% customers are affected Financial impact exceeds £250,000.
2	This applies where the Services has an Incident which prevents the use of a documented function of the Services or inhibits the Client from accomplishing a function for which it was designed.	10 - 30% of transactions are impacted or not processing. 5 - 10% customers are affected Financial impact exceeds £100,000.
3	This applies where the Services has a minor problem which can be worked round by the Client without significant inconvenience.	< 10% of transactions are impacted or not processing. < 5% customers are affected. Financial impact exceeds £50,000.

- 3.3. THREDD shall contact the Client in the event of a Level 1 or information security incident such as a major network attack. However, action may be taken by THREDD to recover service/maintain security before contact is made.
- 3.4. THREDD shall use reasonable endeavours to meet the following obligations in relation to incident acknowledgment and resolution following the reporting of an Incident in accordance with 3.1.2:

Incident Level	Acknowledgement	Resolution
Level 1	30 minutes	2 hours
Level 2	1 hour	48 hours
Level 3	2 hours	1 week

4. CLIENT RESPONSIBILITIES

- 4.1. THREDD shall only be relieved of its liability in respect of any failure to provide the Maintenance Services to the Service Levels to the extent it is directly and wholly attributable to any of the following:
- 4.1.1. The Client failing to observe any of its obligations under this Agreement which have a direct impact upon THREDD's provision of the Services;
 - 4.1.2. scheduled downtime for maintenance, modification or enhancement of the Services, in each case as agreed in writing between the parties;
 - 4.1.3. failures or faults caused by third party suppliers to the Client for whom THREDD has no direct or management responsibility, although THREDD will use its reasonable endeavours to ensure that faults of this type are resolved within the target timescales set out in this Schedule;
 - 4.1.4. an event of force majeure which could not reasonably have been mitigated or avoided pursuant to THREDD's business continuity and disaster recovery obligations.