![PCI pal]

Customer Support

Service Level Agreement

Standard

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Version	Modified By	Date	Reviewed By	Date
0.1	Aleck Yorkston-Dives	21st June 23	Adrienne Brophy	30th August 23
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1. Glossary of Terms

1.

"Agreement"	means the signed agreement between PCI Pal and the Customer;
"ANZ"	means Australia and New Zealand;
"Change Request"	means any request which, when completed, would result in a deviation from the current Solution Design.;
"**Customer**"	means the customer or partner (as the case may be);
"EMEA"	means Europe, Middle East and Africa;
"Engineer"	means an appropriately qualified and experienced PCI Pal engineer;
"Incident"	means any event which is not part of the standard operation of the Service, and which causes or may cause an interruption to, or reduction in the quality of, that Service;
"First Response"	means the automated email sent in response to a support request once the request has been manually triaged by an Engineer;
"Operational Hours"	means the period between 07:00 and 21:00 (UTC), Monday – Friday, excluding UK public holidays;
"MID"	means Merchant Identifier;
"Platform"	means PCI Pal's cloud-based secure payment processing platform;
"PSP"	means Payment Service Provider;

"Resolution Time"   means the time between the Customer opening a Support Ticket and the ticket being closed, as measured by PCI Pal's ticketing system;

"Response Time"   means the time between the Customer opening a support ticket via the requisite Contact Channel and the Customer receiving PCI Pal's First Response, as measured by PCI Pal's ticketing system;

"Service"   means Customer's access and use of PCI Pal's secure payment processing platform and/or related telephony services more particularly described under your Agreement;

"Service Credits"   means the credits specified in Section 6(b);

"Service Request"   means any request which, when completed, would not result in a deviation from the current Solution Design

"Solution Design"   Means the design agreed between the Customer and PCI Pal during initial delivery of the Service or after any previously completed Change Requests.

"Support Ticket"   Means an Incident, Change Request or Service request raised by the Customer.

2. Incident Handling

2.1. Priority Definitions

Priority	Severity	Contact Channel	Response Time	Definition
1	Critical	📞	1 Hour	Complete loss of the Service to all users within one or more sites or business units.
2	High	📞	4 Hours	Significant degradation of the Service affecting more than 30% of users, calls or payment attempts within one or more sites or business units.
3	Medium	💻 📞 ✉️	24 Hours	Degradation of the Service affecting less than 30% of users, calls or payments within one or more sites or business units OR widespread loss of ancillary functionality that does not prevent processing of payments, such as post transaction logic.
4	Low	💻 📞 ✉️	48 Hours	Localised technical issues affecting single users.
5	Very Low	💻 📞 ✉️	72 Hours	Transient faults that have been ameliorated prior to being reported to PCI Pal or non-functional issues such as UI defects.

2.2. Incident Process

a) PCI Pal provides a 24-hour, 365 day a year to any Incident designated Priority 1 or 2, provided the Service is live and in commercial use.

b) Incidents designated Priority 3 or lower will be triaged and progressed within Operational Hours only.

c) Once an Incident has been received via the requisite Contact Channel, according to the severity of the Incident, it will be triaged by an Engineer to confirm the nature and severity of the Incident, and the customer will receive an automated response confirming the outcome of the triage assessment (First Response).

d) Priority 1 or 2 Incidents must be raised via telephone to ensure an appropriate Response Time.

e) Where a Priority 1 or 2 Incident is incorrectly raised via email or the PCI Pal portal, the Response and Resolution Times under Section 2.1 above will not apply.

f) Any Incidents raised via email, or the PCI Pal portal will be assumed to be a Priority 3 or lower, unless clearly stated otherwise in the communication received. In this event, the Response and Resolution Times under Section 2.1 above will not apply for Priority 1 and 2 Incidents unless immediately followed up with a phone call to notify PCI Pal that the Incident has been submitted.

g) Response and Resolution Times will be measured on a 24-hour basis for Incidents designated Priority 1 or 2.

h) Response and Resolution Times will be measured within Operational Hours for Incidents designated Priority 3 or below.

i) If an Incident raised to PCI Pal is determined to be caused by the Customer, their users, infrastructure, software, or other third-party suppliers, then PCI Pal reserves the right to charge for the time spent investigating the Incident at the rate specified in the Agreement. If this time is outside of Operational Hours, then the charge will increase by 50%.

3. Change and Service Request Handling

3.1. Request Definitions

Request Type	Contact Channel	Response Time	Definition
Service		72 Hours	A request that does not result in a deviation from the solution design, including but not limited to; creation of new users, updating PSP credentials or MIDs, requests for information regarding a previous support case, password resets or general enquiries.
Change		96 Hours	Any change requested that would result in a material deviation from the Solution Design including, but not limited to; a change of PSP, a new CRM integration or amendments to an existing integration, provision of a new service or feature or architectural changes to your telephony integration.

3.2. Service Request Process

a)   Service Requests are managed during Operational Hours only.

b)   Once a Service Request has been received, it will be triaged by an Engineer to confirm the nature and priority of the request, at which point the Customer will receive an automated response confirming the outcome of the triage assessment (First Response).

c)   The time taken to complete the request will depend on the nature and complexity of the Service Request.

d)   Service Requests will be treated with a lower priority than Incidents of any priority.

e)   PCI Pal makes no commitment to complete Service Requests within any specific timeframe.

f)   If the Customer has an urgent or time sensitive Service Request, the Customer must indicate their preferred completion date in their initial communication to PCI Pal; however, doing so does not guarantee the request will be completed within the timeframe requested.

3.3. Change Request Process

a)   Change Requests are managed during Operational Hours only.

b)   Once a Change Request has been received it will be triaged by an engineer to confirm the nature and priority of the Change Request, at which point it will be passed to our Professional Services Team to progress and the Customer will receive an automated response confirming the outcome of the triage assessment (First Response).

c)   A member of PCI Pal's Professional Services Team will contact the Customer to gather further information, where required, to facilitate completion of the request.

d)   When PCI Pal has all the information necessary to complete the Change Request, PCI Pal will provide the Customer with a quote for completion of the work.

e)   Once the Customer accepts the quote the Customer will be provided with a Contract Addendum or Service Order Form to sign.

f)   Work will not commence until the Contract Addendum or Service Order Form has been signed by both the Customer and PCI Pal.

g)   Once the Contract Addendum or Service Order Form has been signed by all parties, the work will be scheduled for completion and the Customer will be advised on an expected service commencement date.

h)   The work will be invoiced according to the terms specified in the Agreement.

4. Contacting PCI Pal

4.1. Opening a New Support Ticket

a)   Support tickets must be opened by an appropriately qualified member of the Customer's IT or Engineering Team.

b)   PCI Pal will not interact with end users directly unless explicitly agreed on a case-by-case basis.

c)   When opening a new Support Ticket the Customer must contact PCI Pal using a Contact Channel in accordance with Sections 2.1 (Incident Priority Definitions) and 3.1 (Change and Service Request Definitions).

d)   Response and Resolution Times will not apply to Support Tickets that have been raised via the requisite Contact Channel.

e)   When contacting PCI Pal to raise an Incident, the Customer must include in their initial communication sufficient information to allow PCI Pal to troubleshoot the Incident effectively and efficiently. This may include, but is not limited to:

   i)   A full description of the issue, including the date and time of calls, the phone numbers of the caller and recipient or the PCI Pal Call ID and any examples of the issue.

   ii)   The PCI Pal web session ID.

   iii) The 4-digit link ID.

   iv)   Clear screenshots of any errors presented in the user interface; and

   v)   An indication of the severity of the Incident, including a description of the impact to business operations.

f)   Where the Customer has failed to provide sufficient information to enable PCI Pal to troubleshoot effectively, Resolution Times will not apply.

4.2. Communicating on an Open Support Ticket

a)   Once a ticket has been raised via the requisite Contact Channel and triaged, the Customer may choose any Contact Channel to engage further with PCI Pal on the Support Ticket in question.

b)   PCI Pal may request that the customer provides necessary information, assistance, or co-operation to facilitate the resolution of a Support Ticket. This may include but is not limited to:

   i)   Providing further information on the issue.

   ii)   Conducting testing to replicate the issue or confirm the resolution of the issue; and

   iii) Facilitate engagement with its third-party vendors to fully investigate the issue,

   together "**Customer Dependencies**".

c) Time spent by the Customer fulfilling Customer Dependencies will be excluded from Resolution Times.

d) Customer Dependencies will be clearly detailed, and PCI Pal will follow up regularly until:

    i) 7 days have passed.

    ii) The Customer completes the Customer Dependencies; or

    iii) The Customer advises the date(s) by which they will be able to complete Customer Dependencies.

e) If PCI Pal does not receive any communication from the Customer for 7 days following a request the Support Ticket will be closed with no further action.

4.3. Escalating a Support Ticket

a)   PCI Pal has a culture of openness and ownership. However, if the Customer is dissatisfied with the response received from PCI Pal, the following escalation process should be followed:

Tier	Role	Email	Phone
1	Customer Support Team	support@pcipal.com	EMEA: +44 344 544 6858 NAM: +1 855 4500 560 ANZ: +61 739 111 407
2	Shift Supervisor	supportshiftlead@pcipal.com	EMEA: +44 1473 934956 NAM: +1 980 771 2760 ANZ: +61 2 5119 5962
3	Customer Support Manager	Mike.heathcote@pcipal.com	EMEA: +44 7583 135 793 NAM: +1 704 317 5647 ANZ:
4	VP, Operations	Aleck.Yorkston-Dives@pcipal.com	EMEA: +44 7790 368 164 NAM: +1 704 317 5646 ANZ:

5. System Availability

5.1. Platform Uptime

a)   PCI Pal will use commercially reasonable efforts to achieve 99.9% platform availability per calendar month (the "**Service Commitment**").

b)   Subject to any Service Commitment Exclusions (defined below), where the Service Commitment is not achieved, the Customer will be eligible to receive Service Credits.

c)   Downtime will be measured in minutes per month and is defined as total loss of Platform functionality, caused by PCI Pal, its subcontractors or vendors and is measured via PCI Pal's automated monitoring and alerting systems. Uptime statistics may be provided to the Customer on request.

d)   Partial loss of service shall be classed as service degradation and not downtime.

e)   The Service Commitment does not apply to any unavailability, suspension, or termination of the Platform, or any other Platform performance issues: (i) caused by factors outside of PCI Pal's direct control, including any force majeure event, telecom carrier or Internet access or related problems beyond PCI Pal's management; (ii) that result from any actions or inactions by the Customer or any third party; (iii) that result from the Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control), including integrations to Customer software, PSP availability, the Customer's connectivity to its telephony carrier or contact centre provider; (vi) ancillary functionality that does not directly facilitate the secure processing of payments, including post transaction logic or reporting; or (vii) arising from PCI Pal's suspension or termination of your right to the Platform in accordance with the Agreement (collectively, the "**Service Commitment Exclusions**").

f)

5.2 Maintenance

a) From time-to-time PCI Pal will need to perform maintenance of the Service. Where possible, PCI Pal will endeavour to perform maintenance outside of business hours and with minimal disruption.

b) Where planned maintenance has been identified to pose a risk to live services, PCI Pal will notify the Customer a minimum of five working days in advance, unless prevented from doing so by exceptional circumstances, including but not limited to:

    i) Emergency security patches.

    ii) Emergency bug fixes.

    iii) Preventative maintenance required to avert a Major Incident.

in which event PCI Pal will give customers as much notice as is reasonably possible under the circumstances.

c) Planned maintenance activities will not constitute downtime.

d) Maintenance notifications are advisory in nature and PCI Pal does not require approval or consent from the Customer to perform maintenance.

e) PCI Pal may be required to perform unplanned maintenance in response to an Incident to restore the Service. Such maintenance does not require advance notice be provided to the Customer and does not constitute downtime above and beyond that caused by the Incident.

6. Service Credits

a) Where PCI Pal fails to meet the Service Commitment over the course of a month, PCI Pal will issue the Customer with a Service Credit that may be applied to offset the cost of any future invoices.

b) Service Credits will be calculated as a percentage of the Customer's monthly licenses cost as indicated below. Where licenses are paid annually this will be the annual cost divided by 12.

    i) 99.90% - 100% Uptime - Service Commitment met, no credit due.

    ii) 99.50% - 99.89% - Minor downtime, 3% credit due.

    iii) 99.00% - 99.49% - Moderate downtime, 6% credit due.

    iv) 98.99% or less – Major downtime, 10% credit due.

b) The total value of Service Credits claimed in a single month may not exceed 50% of the Customer's monthly license cost.

c) It is the Customer's responsibility to claim Service Credits.

d) Service Credit claims must be submitted to support@pcipal.com within 14 calendar days of the end of the month in which the alleged breach of the Service Commitment occurred.

e) When claiming a Service Credit, the Customer must include the Support Ticket reference provided to them by PCI Pal when raising the incident that caused the alleged breach of the Service Commitment.

f) The Service Credit claim will be reviewed and processed, and the Customer will be notified of the outcome of their claim within 14 calendar days.

g) Service Credits will be applied against a future PCI Pal invoice unless no future invoices are expected, in which case the Service Credits will be issued as a cash refund.