

1. Definitions

The Service – HammerTech online platform, delivered via [clientname].hammertechonline.com

Unavailable – **The service** has no external connectivity, or **the service** is completely inaccessible to all users; for a period of at least 5 minutes.

Service Period – One calendar month

Fee Rebate – A credit, as set forth in the table below, that will apply as a credit to your account.

System Availability – The percentage of time, in a **service period**, the system was not in a state that was **Unavailable**, based on 5 minute increments.

Monthly Fee - The pro-rata amount paid by the client for use of **the service** provided in the previous calendar month. This specifically excludes any amount paid for training, consulting, or professional services.

Business Hours – 7AM to 7PM in the time zone of the registered address of the client.

Maintenance Window – A scheduled period of time, during which outages and changes may occur,

2. Service Levels

HammerTech will use commercially reasonable efforts to achieve a targeted availability target of 99.9% during business hours, each calendar month, outside of scheduled maintenance periods.

In the event our service levels do not meet our commitment, you will be eligible to receive a fee rebate as follows:

System Availability (during business hours)	Fee Rebate
99.9%-99.6%+	NIL
99.5%-99.0%	10%
98.9%-98.0% <	20%
98.0%	25%

3. Fee Rebates

- 1.1 Service Level failures will give rise to a Fee Rebate of up to 25% of the **monthly Fee**. Fee Rebates for a month are cumulative up to a cap of 25% of the **monthly Fee**.
- 1.2 Fee Rebates are only available to customers whose services were fully paid, and not overdue at the time of the incident
- 1.3 Customers must request a fee rebate, by contacting their account manager, in writing or via email, within 30 days of the end of the month, in which the service level wasn't met. This request must include the date and time of the incident

4. Exclusions

The Fee Rebate will not apply to any unavailability, suspension or termination of **the Service**:

- 4..1 where a client fails to contact Hammer Technologies support when **the service** becomes unavailable;

- 4..2 that is caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of **the service**;
- 4..3 that results from any actions or inactions of you or any third party;
- 4..4 that results from a **Maintenance Window** where advance notice of at least 48 hours was provided to the client;
- 4..5 that results from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);
- 4..6 that arises from our suspension and termination of your right to use our Services in accordance with our SaaS Agreement – “Terms of Service”
- 4..7 that occurs outside of **business hours**