

# Extended Support Services and Service Levels Schedule

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## Introduction

This Extended Support Services and Service Levels Schedule was last updated on 1 April 2021.

This Extended Support Services and Service Levels Schedule (**SLA Schedule**) is not standard and applies only to Customers who have subscribed to the Extended Support Services and Service Levels Schedule in accordance with clause 16.2 of the [Taxlab Terms of Use \(http://www.taxlab.online/taxlab-terms/\)](http://www.taxlab.online/taxlab-terms/).

Taxlab may update and/or vary the terms set out in this Extended Support Services and Service Levels Schedule from time to time provided that if the changes materially degrade the level of support, Taxlab will provide Customer at least 30 days' prior written notice (including by email) of such changes.

## 1. Definitions and Interpretations

1.1 For the purposes of this SLA Schedule:

**Disengagement Period** has the meaning set out in clause 4.3 of this SLA Schedule;

**Disengagement Services** has the meaning set out in clause 4.2 of this SLA Schedule;

**Extended Support Services** means:

- (a) advice in relation to the use and operation of the Subscription Services;
- (b) the investigation, diagnosis and resolution of Faults; and
- (c) the provision of an online knowledge base including self-help for Authorised Users and a known issues register;

**Fault** means a failure of the Subscription Services to function substantially as described in the Documentation or published specifications, such Fault to be reported by Customer;

**Fault Classification** means the classifications specified in the table below:

<b>Fault Classification</b>	<b>Type Descriptions</b>	<b>Target First Response Time</b> (Normal Business Hours)	<b>Target Resolution Time</b> (Normal Business Hours)
1 – Urgent	Taxlab is unavailable.	30 minutes	4 hours
2 – High	Taxlab is experiencing major functionality Faults; or is materially impacted and not working in accordance with the technical specifications in the Documentation; or significant performance degradation is	30 minutes	24 hours

	experienced so that critical business operations cannot be performed.		
3 – Medium	Taxlab is available but there are functional Faults with a workaround meaning the user can proceed albeit at a slower pace or the Faults only affect a small number of users.	1 hour	5 days
4 – Low	A Fault that is impacting a user with a loss of functionality where straightforward workaround is possible or the Fault has a minor impact on user.	8 hours	90 days

**First Response Time** means the time elapsed from when Customer reports a Fault to Taxlab via the Helpdesk Channels to the time when Taxlab notifies Customer that it has received that report by acknowledgement by email or over the phone;

**First Response Time Commitment** has the meaning set out in clause 3.2 of this SLA Schedule;

**Helpdesk Channels** has the meaning set out in clause 2.1 of this SLA Schedule;

**Minimum System Requirements** has the meaning set out in clause 2.2(e) of this SLA Schedule;

**Normal Business Hours** means 8.30 am to 5.30 pm on a day other than a Saturday, Sunday or public holiday in:

- (a) New Zealand Time (observing daylight savings time changes), where the Taxlab Entity is Taxlab New Zealand; or
- (b) all Australian time zones (observing daylight savings time changes), where the Taxlab Entity is Taxlab Australia;

**Service Levels** has the meaning set out in clause 3.1 of this SLA Schedule;

**Service Level Credit** has the meaning set out in clause 3.1 of this SLA Schedule;

**Successor Supplier** has the meaning set out in clause 4.1 of this SLA Schedule;

**Resolution Time** means the time elapsed from when Customer reports a Fault to Taxlab via the Helpdesk Channels to the time when Taxlab resolves the Fault permanently or through a workaround;

**Uptime Commitment** has the meaning set out in clause 3.3 of this SLA Schedule.

## 2. **Extended Support Services**

- 2.1 Taxlab will provide the Extended Support Services to Authorised Users during Normal Business Hours through the e-mail and telephone helpdesk channels specified at [www.taxlab.online/contact-taxlab/](http://www.taxlab.online/contact-taxlab/), as may be updated from time to time (**Helpdesk Channels**).
- 2.2 The Extended Support Services do not include services provided by Taxlab relating to or resulting from:
- (a) misuse of the Subscription Services or failure to use the Subscription Services in accordance with the Documentation or this Agreement;
  - (b) unauthorised attempts to repair, replace, modify or maintain the Subscription Services by persons other than Taxlab;
  - (c) support provided outside Normal Business Hours;
  - (d) fluctuations in external power supplies or faults in communications networks; and
  - (e) failure by Customer to operate the Subscription Services in accordance with the minimum system requirements specified at [www.taxlab.online/taxlab-security/](http://www.taxlab.online/taxlab-security/), as may be updated from time to time (**Minimum System Requirements**).
- 2.3 Customer or its Authorised Users will:
- (a) promptly report to Taxlab full details of all Faults which Customer discovers to assist with diagnosing and resolving Faults including the specific entity impacted, the likely impact on other entities and users, the estimated number of users impacted and the contact details for any relevant Authorised Users where relevant;
  - (b) make all reasonable efforts at investigation and diagnosis of Faults before contacting Taxlab;
  - (c) maintain a list of all Subscription Services problems to assist with the diagnosis and resolution of Faults; and
  - (d) when notifying Taxlab of Faults, correctly classify the nature and severity of the Fault in accordance with the Fault Classifications. If Customer or its Authorised User do not classify the Faults in accordance with the Fault Classification table above, Taxlab will endeavour to correctly classify the Fault in accordance with the above table based on the information provided.
- 2.4 Authorised Users may also use Helpdesk Channels to request new features.
- 2.5 All requests made through the Helpdesk Channels that do not fall into the Fault Classification table categories will be treated as a feature request not subject to Target First Response Times or Target Resolution Times.

- 2.6 Taxlab agrees to use a professional support ticketing system for Extended Support Services and to monitor performance against Target First Response Times and Target Resolution Time in accordance with good industry practices.
- 2.7 Taxlab may, from time to time, publish reports that address performance with respect to response and resolution metrics at [www.taxlab.online](http://www.taxlab.online) or through another mutually agreed method.

### 3. **Service Levels, Service Level Credits and Remedies**

#### *General*

- 3.1 Taxlab will provide the Subscription Services to meet the service levels as agreed to by the parties in this Schedule (the **Service Levels**). If Taxlab fails to meet any Service Level, then Taxlab will pay or credit Customer for the amounts provided in this Schedule for the applicable failure (each, a **Service Level Credit**).

#### *Extended Support Services Commitment*

- 3.2 Taxlab will use commercially reasonable efforts to ensure the Target First Response Time is met at least 99% of the time during any monthly billing cycle (the **First Response Time Commitment**). If Taxlab does not meet the First Response Time Commitment over three consecutive monthly billing cycles, this will be considered a material breach of this Agreement provided Customer delivers notice to Taxlab to that effect within one billing cycle following the month in which this occurred. Taxlab does not guarantee to meet Target Resolution Times because of the inherent unknown nature of what they may be and what the effort may be to resolve them.

#### *Uptime Commitment*

- 3.3 Taxlab will use commercially reasonable efforts to ensure the Subscription Services are available twenty-four hours a day, seven days a week with a Monthly Uptime Percentage of at least 99.99% during any monthly billing cycle (the **Uptime Commitment**). If Taxlab does not meet the Uptime Commitment, Customer will be eligible to request a Service Level Credit.

For example, in a 31 day monthly billing cycle with no Excluded Events a Monthly Uptime Percentage of 99.99% means a commitment that Customer will experience no more than 4min and 28sec of Downtime.

#### *Monthly Uptime Percentage*

- 3.4 The **Monthly Uptime Percentage** is calculated by subtracting the percentage of Downtime minutes during the monthly billing cycle from 100.00%.
- 3.5 **Downtime** means when the Subscription Services are unavailable for multiple users due to Taxlab's fault excluding Excluded Events.
- 3.6 **Excluded Events** means scheduled Downtime, unavailability caused by a failure of a Third Party Provider, unavailability caused by a Force Majeure Event and/or unavailability caused by a failure of Customer to operate the Subscription Services in accordance with the Minimum System Requirements.

*Monitoring the Uptime Commitment*

- 3.7 Taxlab agrees to monitor availability of the Subscription Services in accordance with good industry practice, and to provide Customer with information about how Taxlab's monitoring systems work as requested by Customer from time to time.

*Reporting on the Uptime Commitment*

- 3.8 Taxlab may, from time to time, publish reports that address performance with respect to the Uptime Commitment at [www.taxlab.online](http://www.taxlab.online) or through another mutually agreed method.

*Service Level Credits and Material Breach*

- 3.9 A **Service Level Credit** means a credit (denominated in the same currency in which the Subscription Fees are charged) in accordance with the following table:

<b>Monthly Uptime Percentage of</b>	<b>Customer will be eligible for a Service Level Credit equal to</b>
Less than 99.99% but greater than or equal to 99.90%	10% of that monthly billing cycle's Subscription Fees
Less than 99.90% but greater than or equal to 99.00%	30% of that monthly billing cycle's Subscription Fees
Less than 99.00% but greater than or equal to 95.00%	60% of that monthly billing cycle's Subscription Fees
Less than 95.00%	100% of that monthly billing cycle's Subscription Fees

For example, in a 31 day monthly billing cycle with no Excluded Events if there were 25 minutes of Downtime the Monthly Uptime Percentage would be 99.94% and Customer would be eligible to request a Service Level Credit for 10% of Customer's Subscription Fees for that monthly billing cycle.

- 3.10 Customer is not entitled to any Service Level Credit if it is in breach of the Agreement (including Customer's payment obligations) at the time of the occurrence of the Downtime minutes that would otherwise have given rise to a Service Level Credit.
- 3.11 If the Monthly Uptime Percentage is less than 95.00% in a monthly billing cycle this will also result in a material breach of this Agreement provided Customer delivers notice to Taxlab to that effect within one billing cycle following the month in which this occurred.

*Credit Request and Payment Procedures*

- 3.12 To receive a Service Level Credit, Customer must submit a claim by emailing [accounts@taxlab.online](mailto:accounts@taxlab.online). To be eligible, the credit request must be received by Taxlab within one billing cycle following the month in which the Downtime occurred and must include the words "SLA Credit Request" in the email subject line and the dates and times of Downtime that Customer is claiming.
- 3.13 If the Monthly Uptime Percentage of such a request is confirmed by Taxlab and is less than the Uptime Commitment, then Taxlab will issue the Service Level Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Taxlab. Taxlab will apply any Service Level Credit to the next invoice(s) issued to Customer. If any credits remain upon expiration or termination of the Term, then Taxlab will refund Customer the credit amount.

*Sole Remedies in Relation to the Uptime Commitment*

- 3.14 Customer's rights to a Service Level Credit or material breach of this Agreement in relation to the Uptime Commitment are Customer's sole and exclusive remedy for any failure by Taxlab to meet the Uptime Commitment. The maximum total Service Level Credit for failure to meet the Uptime Commitment for any given monthly billing cycle will not exceed 100% of the Subscription Fees in that monthly billing cycle.

**4. Disengagement Services**

- 4.1 Following termination or expiry of this Agreement for any reason other than termination by Taxlab for cause, Taxlab will perform the Disengagement Services to facilitate the removal of Taxlab and/or the transition to a replacement supplier (**Successor Supplier**) by the end of the Disengagement Period when requested to do so by Customer in writing.
- 4.2 The disengagement services include the following (**Disengagement Services**):
- (a) Taxlab continuing to perform its obligations under this Agreement in accordance with this Agreement to the extent required to provide the Disengagement Services;
  - (b) Taxlab ensuring that during the Disengagement Period there is no degradation or interruption to the Subscription Services in accordance with the Agreement; and
  - (c) Taxlab doing all things reasonably requested by Customer to enable Customer to transition to a Successor Supplier, including:
    - (i) providing Customer with such information about the Subscription Services that is reasonably necessary to ensure a seamless transition to a Successor Supplier; and
    - (ii) providing Customer with an export of applicable Customer Data back to a format agreed by both parties.
- 4.3 The disengagement period (**Disengagement Period**) commences on the earlier of:

- (a) the date notified by Customer to Taxlab, which date must not be earlier than 3 months prior to the date of expiry or termination of this Agreement; and
- (b) the date on which such expiry or termination occurs.

4.4 The Disengagement Period ends when Customer terminates the Disengagement Period by giving Taxlab at least 14 days' notice of such termination, which date must not be more than 6 months after the date on which this Agreement expired or was terminated.

4.5 Customer must continue to pay the Subscription Fee during the Disengagement Period in accordance with this Agreement.

4.6 To the extent that any termination or disengagement assistance provided at Customer's request does not otherwise form part of Taxlab's obligations under this Agreement, Customer must pay for such assistance in accordance with Taxlab's normal hourly rates of NZD\$250/hour.

## 5. **Update, Upgrades and Variations to the Subscription Services**

5.1 Under clause 4.4 of the Agreement, Taxlab may update, upgrade and/or vary the Subscription Services at any time. In addition to Taxlab's obligations under clause 4.4 of the Agreement, Taxlab agrees that it will give 90 days' prior written notice of any changes that:

- (a) materially decrease the functionality of the Subscription Services or adversely impact its performance;
- (b) remove or disable functionality of the Subscription Services without providing equivalent functionality except to the extent that such functionality is:
  - (i) no longer required due to changes to legislation; or
  - (ii) no longer commercially viable for Taxlab.