Schedule 3 — Service Level Agreement

ATSC Global Limited · availability, measurement and service credits for multi-tenant ATSC Services

Field	Detail
Document reference	ATSC-SCH3-SLA
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Effective date	[DATE OF PUBLICATION]
Applies to	Multi-tenant Services hosted by the Supplier. It does not apply to software deployed on the Customer's own infrastructure (including on-premise RiddlerAI deployments), to Third Party Components, or to Services in trial, beta or preview.
Read with	Schedule 4 (Support Policy), which sets incident severity, response and resolution targets

1. Definitions

1.1 Capitalised terms not defined here have the meaning given in Schedule 1 (Definitions). In this Schedule:

"Availability" means the percentage of minutes in a Month in which the Core Service is Available, calculated in accordance with clause 3.

"Available" means that Authorised Users can log in to and use the principal functions of the Core Service, as measured by the Supplier's monitoring.

"Core Service" means the production instance of the Service identified in the Works Order, excluding optional modules, integrations, APIs designated as beta, sandbox and test environments, and Third Party Components.

"Downtime" means any period of one (1) minute or more in which the Core Service is not Available, other than an Excluded Event.

"Excluded Event" has the meaning given in clause 4.

"Month" means a calendar month, measured in Coordinated Universal Time.

"Monthly Fee" means the recurring subscription Fee for the affected Core Service for the Month in which the Downtime occurred, excluding one-off, professional services, usage and pass-through charges.

"Scheduled Maintenance" means maintenance notified in accordance with clause 5.

"Service Credit" means the credit calculated under clause 6.

"Service Tier" means the service tier recorded in the Works Order, being Standard or Enterprise.

2. Availability commitment

2.1 The Supplier shall make the Core Service Available for not less than the Availability Target for the Customer's Service Tier, in each Month of the Term:

Service Tier	Availability Target	Maximum Downtime per 30-day Month (approx.)
Standard	99.5%	3 hours 36 minutes
Enterprise	99.9%	43 minutes

3. Measurement

3.1 Availability is calculated as: (total minutes in the Month − Downtime minutes) ÷ total minutes in the Month × 100.

3.2 Availability is measured by the Supplier's external synthetic monitoring, which tests login and a representative principal function of the Core Service from at least two geographic locations at intervals of not more than five (5) minutes. A minute is Downtime only where both locations report failure.

3.3 The Supplier shall publish current and historical status at atsc.global/status and shall make a monthly Availability report available to the Customer on request.

4. Exclusions

4.1 Downtime does not include unavailability caused by any of the following (each an "Excluded Event"):

(a) Scheduled Maintenance;

(b) a Force Majeure Event;

(c) the acts or omissions of the Customer, an Authorised User or an End User, including use in breach of the Agreement or the AUP, or exceeding usage limits;

(d) the Customer's or a third party's equipment, software, network or internet connectivity, beyond the boundary of the Supplier's controlled environment;

(e) a Third Party Component, or a third-party service that the Customer has elected to integrate, save where that third party is the Supplier's Sub-processor for hosting the Core Service;

(f) suspension of the Service in accordance with the Agreement, including for non-payment or a security threat;

(g) an emergency action reasonably required to protect the security or integrity of the Service or of other customers, provided the Supplier notifies the Customer as soon as reasonably practicable; or

(h) a feature designated as beta, preview or early access.

5. Scheduled maintenance

5.1 The Supplier shall give not less than five (5) Business Days' notice of Scheduled Maintenance that may cause the Core Service to be unavailable, and shall use reasonable endeavours to perform it within the maintenance window recorded in the Works Order.

5.2 Unless the Works Order states otherwise, the maintenance window is 22:00 to 04:00 in the time zone of the Hosting Region on any day. Where the Customer's principal operations are in a different time zone, the Works Order shall record a window outside the Customer's Business Hours.

5.3 Scheduled Maintenance shall not exceed eight (8) hours in any Month. Maintenance in excess of that amount counts as Downtime.

6. Service Credits

6.1 If Availability in a Month falls below the Availability Target for the Customer's Service Tier, the Customer is entitled to a Service Credit calculated as a percentage of the Monthly Fee:

Availability in the Month	Standard tier credit	Enterprise tier credit
Below target but at or above 99.0%	5%	10%
Below 99.0% but at or above 97.0%	10%	25%
Below 97.0% but at or above 95.0%	25%	35%
Below 95.0%	35%	50%

6.2 Service Credits in any Month shall not exceed fifty per cent (50%) of the Monthly Fee for that Month.

6.3 To claim a Service Credit, the Customer must submit a written claim to support@atsc.global within thirty (30) days after the end of the Month concerned, identifying the dates and times of the Downtime. The Supplier shall confirm or reject the claim, with reasons, within fifteen (15) Business Days.

6.4 Confirmed Service Credits are applied against the next invoice for the affected Service. Service Credits are not payable in cash, save that on expiry of the Term any unapplied credit shall be refunded.

6.4A Where the Customer bought the Service through a reseller or distributor, the reseller or distributor may submit the claim, and the Service Credit is applied to the reseller's or distributor's invoice, to be passed on to the Customer under their own agreement.

6.5 Service Credits are a price adjustment reflecting the reduced value of the Service, and are not a penalty. Subject to clause 7, they are the Customer's sole financial remedy for a failure to meet the Availability Target.

7. Chronic failure

7.1 If Availability falls below the Availability Target in any three (3) Months within a rolling period of six (6) Months, or below 95.0% in any single Month, the Customer may terminate the affected Works Order on thirty (30) days' written notice given within sixty (60) days of the triggering Month, and shall receive a refund of any prepaid Fees for the period after termination. This right is in addition to Service Credits.

8. Root cause and reporting

8.1 For any Severity 1 incident, as defined in the Support Policy, the Supplier shall provide a written root-cause analysis within ten (10) Business Days of resolution, describing the cause, the remediation, and the steps taken to prevent recurrence.

9. Recovery objectives

9.1 The Supplier shall maintain backups and recovery arrangements for the Core Service designed to achieve the following objectives, which are targets and not Availability commitments:

Objective	Standard tier	Enterprise tier
Recovery Point Objective (maximum data loss)	24 hours	4 hours
Recovery Time Objective (time to restore service after a declared disaster)	24 hours	8 hours
Backup retention	Thirty-five (35) days	Thirty-five (35) days
Restore testing	At least annually	At least twice yearly

10. Changes

10.1 The Supplier may update this Schedule by publishing a new version, provided that no update reduces the Availability Target, the Service Credit percentages or the chronic failure right for a Customer during its then-current subscription term.

End of Schedule 3.