

SCHEDULE 3 (MAINTENANCE SLA)

1. Introduction

1.1 This Schedule 3 sets out the service levels applicable to the Maintenance Services.

2. Scheduled Maintenance Services

2.1 The Provider shall where practicable give to the Customer at least 7 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this Schedule 3.

2.2 The Provider shall where possible provide all scheduled Maintenance Services outside Business Hours.

3. Updates

3.1 The Provider shall apply Updates to the Platform as follows:

- (a) third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Provider may acting reasonably decide not to apply any particular third party security Update;
- (b) the Provider's security Updates shall be applied to the Platform immediately following the identification of the relevant security risk and the completion of the testing of the relevant Update; and
- (c) other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Customer or agreed by the parties from time to time.

4. Upgrades

4.1 The Provider shall produce Upgrades at least once in each calendar year during the Term.

4.2 The Provider shall give to the Customer at least 7 Business Days' prior written notice of the application of an Upgrade to the Platform.

4.3 The Provider shall apply each Upgrade to the Platform generally outside business hours.