

Schedule C

Performance Standards

Schedule C (Performance Standards) Definitions

In this Schedule C (Performance Standards) capitalised terms shall have the meanings given to them in Schedule A (Definitions) or in the body of this Schedule, as applicable.

1. Introduction

1.1 General

- 1.1.1 The Supplier will perform the Services so that the Service Level Performance will, in each SLA Measurement Period, meet, or exceed, the Performance Standards.
- 1.1.2 The Performance Standards shall include performance of the Services with at least the same degree of accuracy, completeness, efficiency, quality, responsiveness and timeliness as:
 - (i) is provided by well managed suppliers providing services similar to the Services, in accordance with Good Industry Practice;
 - (ii) promptly, using reasonable skill and care and in a professional and diligent manner; and
 - (iii) in accordance with any other Performance Standards specified in this Agreement.
- 1.1.3 The Supplier shall use proven and current technology, processes and procedures that enable EY to take advantage of technological advancement in relation to the Services and which support EY's efforts to maintain competitiveness.

1.2 Times

- 1.2.1 References to 'hours' in this Schedule C (Performance Standards) are to consecutive hours that conform to the hours of operation for the pertinent channel of support, country and language.

1.3 Cooperation

- 1.3.1 The achievement of the Performance Standards by Supplier may require the coordinated, collaborative effort of Supplier with Third Party Suppliers. Supplier will provide a single point of contact for the prompt resolution of all Service Level Defaults and all failures to provide high quality Services to EY, regardless of whether the reason for such Service Level Defaults, or failure to provide high quality Services to EY, was caused by Supplier.

2. Service Level Performance

2.1 Introduction

- 2.1.1 The Parties have defined Service Levels and KPIs (**Key Performance Indicators**) for the purpose of measuring Supplier's performance of the Services, on the understanding that:
 - (a) no more than thirty (30) Service Levels will be identified as part of Appendix C-1;
 - (b) Service Levels and KPIs shall be measured and reported at the Member Firm level unless agreed otherwise; and

- (c) Service Credits shall be calculated at the Member Firm level unless agreed otherwise.

2.2 Service Level Thresholds

2.2.1 Each Service Level and KPI will include two performance thresholds, Minimum Threshold and Target Threshold:

- (a) "Minimum Threshold" is the minimum level of performance required for each Service Level, and KPI ("**Minimum Threshold**") as set out in the Appendices C-1 and C-2 under this Schedule C (Performance Standards).
- (b) "Target Threshold" is the expected level of performance for each Service Level and KPI ("**Target Threshold**") as set out in the Appendices C-1 and C-2 under this Schedule C (Performance Standards).

2.3 Continuous Improvement of Service Levels

2.3.1 The Supplier agrees, at no additional cost to EY, to:

- (a) ensure continuous improvement of the Services and associated Service Levels and KPIs during the Term; and
- (b) cause the manner in which it provides Services, to evolve and be modified, enhanced, supplemented and replaced as necessary for the manner in which it provides Services to keep pace with Best Industry Practice or technological advances and advances in the methods of delivering services, where such advances are at the time in general use by companies.

2.3.2 The parties agree that the Minimum Threshold and Target Threshold of each Service Level and KPI may be amended during the Term ("**Threshold Adjustment**"). The parties agree that all Threshold Adjustments shall be agreed in writing and that such variations shall be captured within the applicable updated Service Level descriptions as appended to this Schedule C (Performance Standards).

2.3.3 The first "**SLA Contract Year**" starts on the Service Commencement Date and continues until 30 June in the following year (a period of 11 months). Each of the second to sixth "**SLA Contract Years**" start on 1 July and continue for twelve (12) months. The seventh SLA Contract Year starts on 1 July and continues for thirteen (13) months. At the commencement of each SLA Contract Year:

- (a) the Minimum Threshold for each Service Level expressed in terms of "at least xx%" will be amended to a percentage equal to the existing Minimum Threshold plus five percent (5%) of the difference between the existing Minimum Threshold and one hundred percent (100%);
- (b) the Minimum Threshold for each Service Level expressed in terms of "x% or less" will be amended to a percentage equal to the existing Minimum Threshold minus five percent (5%) of the difference between the existing Minimum Threshold and zero.

2.3.4 Whenever the Minimum Threshold for a Service Level is adjusted, the Target Threshold for that Service Level will be reset based on the new Minimum Threshold for the Service Level using the calculations in section 2.1.