Service Level Agreement

This document was last updated on Tuesday, 20th April 2021.

1.   Software Service Levels

1.1 Service Level Availability

The Provider will use reasonable endeavours to make the Software available 99.9% of the time as measured on a monthly basis.

1.2 Exclusions

Notwithstanding any other provision of this clause 1, the following events will not be deemed downtime, where the Software is not available as a result of:

(a) routine maintenance or reasonable downtime of the Provider's systems;

(b) an event outside of the Provider's reasonable control including without limitation, carrier related problems or issues, or internet access or related problems;

(c) any actions or inactions of the Client or any third party (except for the Provider);

(d) the Client's applications, equipment, software or other third party equipment, software.

2.   Support Service Levels

2.1 Job response times

When the Client raises a support issue with the Provider, the Provider will use reasonable endeavours to respond to such issues in accordance with this clause 2.

The response times measure how long it takes the Provider to respond to a support request raised. The Provider is deemed to have responded when it has replied to the Client's initial request. This may be in the form of a ticket logged on the support website, an email or telephone call, to either provide a solution or request further information. Target response times depend on the priority of the job as set out in clause 2.2.

Job Priority	Response Target	Restoration Target
Critical	Immediate	1 hour
High	Immediate	4 hours
Medium	2 hours	Next business day
Low	8 hours	5 business days

2.2 Job priority

Job Priority	Definition	Examples
Critical	A critical event is an operating system where the system can not be accessed or used and is completely inaccessible or inoperable by any system user.	Users can not access any part of the system.
High	A high event is an acute operating situation which is already causing, or has an immediate potential to cause, considerable and not even temporarily tolerable service restrictions.	An event affecting the overall network: • Significant outage of Services with considerable restrictions on Authorised Users • Corruption of system software that would require corrective actions affecting systems.
Medium	A medium event is an operating situation in which one of the services are inoperative or experiencing severe intermittent problems or a unique problem which is equivalent to the foregoing.	An event affecting a user level: • A high event that was circumvented or avoided on a temporary basis • Degrade the performance of one or more considered major system features used by the Client • Results in intermittent failure of Authorised Users' services affecting the routine operation of a product
Low	Any event which does not fall within the criteria of "High" or "Medium"	Errors in documentation including minor errors that do not affect operational situations All non-operational situations

2.3 Excluded hours

Response times apply during standard working hours (9am – 5:00pm Monday to Friday excluding public holidays) only, unless otherwise specifically agreed for extended or after hours support.

3. Exclusions

Notwithstanding any other term of this Proposal, this Proposal will not apply when:

(a) the problem has been caused by using equipment, software or service(s) in a way that is not recommended;

(b) the Provider is unable to access the system or take data snapshots for further investigation;

(c) the Client has made unauthorized changes to the configuration or set up of affected equipment, software or services;

(d) the Client has prevented the Provider from performing required maintenance and update tasks;

(e) the issue has been caused by unsupported equipment, software or other services;

(f) in circumstances that could be reasonably said to be beyond the Provider's control. For instance: floods, war, acts of God and so on;

(g) the Client in breach of these Terms for any reason (e.g. late payment of fees).