

# 12d Synergy Self-Hosted Service Level Agreement

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This Service Level Agreement (“SLA”) details the service commitment by 12d Synergy Pty Ltd (“12d”) to the Customer which has licensed the use of the product identified as 12d Synergy (the “Software”) and is self-hosted by the Customer either on-premise or in the cloud.

The Software consists of software that resides on a server (“Server Software”) and software that resides on the end-user’s computer (“Client Software”). Unless stated specifically Software, Server Software, Client Software may be used interchangeably, and will be interpreted in the context in which it is used.

The Client Software is available on a subscription basis. This SLA applies only during the term of the subscription. The Customer’s subscription starts on the Activation Date and the Expiry Date is on the anniversary of the Activation Date.

The Server Software is available on an initial upfront fee with an obligatory annual maintenance contract.

The Software is provided on an “as is” bases. 12d does not warrant the Software will operate uninterrupted, error free, or completely secure as 12d does not control the flow of data or the performance of data over the Customer’s computer network and/or the public Internet network which the Software is dependent upon.

## 1. Definitions

“**Activation Date**” means the date a License Key is registered for activation of Software.

“**Business Day**” means normal working day in the time zone where 12d is located, which is GMT+10 hours.

“**Bug Fix Policy**” refers to 12d’s Bug Fix Policy. The policy document is available on demand and may be updated from time to time.

“**Customer**” means the party identified as the purchasing organization to this Agreement.

“**Designated Contacts**” means Customer named contacts and engineering resource individuals who are registered in the Software Support Portal.

“**Documentation**” means user and technical manuals provided by 12d for use with the Software.

“**Error**” means an error in the Software, which degrades the Software as defined by the Issue Severity Definitions, as compared to 12d published functionality and performance specifications.

“**Expiry Date**” means the anniversary of the Activation Date or a date that may be varied in writing by 12d and the Customer.

“**License Key**” means code provided by 12d, which activates the Software and enables the Software to operate.

“**Problem Resolution**” means the use of reasonable commercial efforts to resolve the reported problem. These methods may include but are not limited to configuration changes, patches that fix an issue and reinstalling the Software.

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“**Respond**” means addressing the initial request and taking ownership of the issues pertaining to the Error.

“**Service Level Agreement**” means this document which defines the commitment to the level of service that will be maintained by 12d to support and sustain the Software.

“**Site**” means the physical location where the Software is installed as specified by the Customer on the Software Support Portal

“**Software Support Portal**” means 12d Synergy Support Portal (<https://support.12dsynergy.com>)

“**Support**” means the service support provided by 12d to the Customer and specifically Designated Contacts as set forth in this SLA.

“**Workaround**” means a change in the followed procedures or data to avoid Error without substantially impairing use of the Software

## 2. Goals and Objectives

- The Purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Support to the Customer by 12d.
- The Goal of this Agreement is to obtain mutual agreement for service provisions included in Support.
- The Objectives of this Agreement are to:
  - Provide clear reference to service ownership, accountability, roles and/or responsibilities of 12d and Customer
  - Present a clear, concise and measurable description of service provision to the Customer and Problem Resolution.
  - Match perceptions of expected service provision with actual service support and delivery.

## 3. 12d's Duties

12d agrees to provide Support to Customer which may include but not limited to, the following actions:

- Provide Customer with access to Software update releases, related Documentation and knowledge articles, upon general commercial release;
- Fix bugs in line with 12d's Bug Fix Policy (“BFP”);
- Provide Customer with access to 12d technical personnel, who will work with Customer to diagnose Error, and provide Problem Resolutions, including escalating the issue when appropriate.

## 4. Customer's Duties

The Customer must adhere to normally accepted corporate governance and IT strategies in protecting its data. These include:

- Understanding and documenting the architecture of the Software implementation in the Customer's Site;
- Be well versed in installing and deploying the Software;
- Training the Customer's internal end-users on the application of the Software and its limitations;
- Identifying the Customer's Designated Contacts to liaise with 12d for support;
- Logging all problems on the Software Support Portal as soon as an Error is identified;
- Backing up all data on a daily, weekly and monthly basis including all SQL databases and SQL Log files, File Directory Storage Paths and other critical system files as outlined in the 'Best Practises for 12d Synergy Backups';
- Ensuring routine maintenance is done to the server hardware hosting the Software and associated databases;
- Installing the latest version of the Software as and when it is made available or recommended by 12d;
- Ensuring that all 12d recommended Microsoft and system service packs and updates are installed;
- IT security aspects to be observed for administrative and end-user access;
- Reviewing the information provided through the Software Support Portal to develop knowledge of common support incidents that may help the Customer to solve problems;
- Procure server hardware and system software that meets or exceeds the specifications as recommended by 12d for the anticipated number of end-users and usage; and
- The Software must remain no more than 1 release behind the most current release.

## 5. Support Services

Support services consist of the Problem Resolution of Errors as well as telephone, email, and web support provided to Designated Contacts concerning the installation and use of the then current release of the Software and the previous sequential release and updates.

## 6. Getting Support

Support will only be provided to the Customer's Designated Contacts.

To facilitate support, the following information should be available on hand when contacting 12d Technical Support:

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- Name of Customer and Designated Contact
- Version of Software
- Is the problem reproducible?
  - Yes
  - No
  - Sometimes
- Issue severity
- Concise description of the problem

12d will Respond once, and not before, all of the above is provided.

Support may not be provided if non-approved 3<sup>rd</sup> party applications are installed on the same server as the Software.

## 7. Issue Severity Definitions

Following are the levels of issue severity for Errors:

### Level 4 – Trivial Severity

- A cosmetic issue, no effect on users; and/or
- Unusual results

### Level 3 – Minor Severity

- Affects one user; and/or
- Wrong results; or
- Affects many users but workaround exists

### Level 2 – Major Severity

- Affects many users; and
- Important workflow halted and no workaround exists

### Level 1 – Critical Severity

- Affects all users; and
- Stops the system, work halted

## 8. Support Methodology and Support Hours

- Software Support Portal – Customer is required to register the Error or request for Support on the Software Support Portal. The Customer will receive a confirming email that assigns a unique support case number and confirming the support request ticket has been registered. The Software Support Portal is monitored by 12d technical staff from 8:00 a.m. to 5:00 p.m. Australian Eastern Standard Time (AEST – GMT+10), Monday to Friday except on Australian public holidays.
- Support Tools – The Customer is supported using remote support services such as the telephone, VoIP, e-mail, video conference, and, with the Customer's approval, by logging on to the Customer's system using remote control software.
- Support Hours - Support will be available from 8:30 AM to 4:30 PM AEST, Monday to Friday and on weekends and evenings by prior arrangement.

## 9. Response and Resolution Times

Where possible, 12d will abide by the following response times (without support hours):

- Response time - Level 1 issue – 2 hours to respond to the issue
- Response time - Level 2, 3, or 4 issue – 24 hours to respond to the issue

12d will provide a best effort attempt to resolve any Level 1 issues as soon as possible, with a target of a 24 hour turn around to provide a workaround or outline a solution. If a solution includes a bug fix, the solution will be delivered as per the BFP.

## 10. SLA Exclusions

The following is exempt against the overall SLA measurement:

- Scheduled and emergency maintenance which may involve anything from upgrading equipment, to reboots, to backups;
- Failure of a third party which 12d does not directly control. This includes hardware and software vendors for defects in the hardware and defects in the code base;
- Force majeure;
- Support is not provided for disaster recovery due to hardware failure or other IT malfunctions not directly related to the use of the Software;
- Step-by-step installation of Software or updates;
- Onsite services, professional services or educational services;
- Customisation or modification of software code, security-policy configurations, audits, or security design;
- Customer altered or modified version of the Software; and

- Problems caused by Customer negligence, misuse, misapplication, or use of the Software other than as specified in the Documentation, or any other causes beyond the control of 12d.

## 11. LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER 12D NOR ITS SUPPLIERS WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER 12D OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR: (i) ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS; OR (ii) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; OR (iii) FOR ANY CLAIMS BASED ON ANY ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS OR SERVICE, FOR ANY AMOUNT IN EXCESS OF THE PRICE PAID TO 12D FOR SUCH DEFECTIVE PRODUCT(S) OR SERVICE; OR (IV) FOR ALL OTHER CLAIMS NOT RELATED TO AN ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS, ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNT PAID TO 12D HEREUNDER DURING THE THREE (3) MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

## 12. Term and Termination

- Term - The term of the SLA shall be from the Activation Date to the Expiry Date.
- Termination - 12d may terminate this SLA in the event Customer has not made the applicable payments for the Software. 12d shall provide a 30-day cure period prior to termination and 12d may suspend Support until payment is received.
- SLA Modifications - 12d will take appropriate measures to inform Customer of proposed modifications of the SLA and will provide Customer the right and window of time to review any proposed change, discuss it with 12d, and terminate the Customer relationship without penalty if all parties cannot abide by the revisions.
- Previous SLA - This SLA supersedes any previous SLA.

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