

# SOFTWARE MAINTENANCE AND SUPPORT



## SERVICE LEVEL AGREEMENT (SLA)

*This Service Level Agreement (SLA) forms part of the Software Licence Agreement and Subscription Services Agreement (the Licence Agreement) between Functional Software Pty Limited (ABN 41 087 051 401) (Functional) and the End User.*

### 1. DEFINITIONS

**1.1** In this SLA the following words and expressions have the meaning stated in this Clause or otherwise as defined in Clause 1 of the Licence Agreement:

**Additional Services** has the meaning given in Clause 6.1.

**Annual Maintenance Fee** means the maintenance fee payable each year in relation to the Software installed on the Designated Processors as specified in the Software Schedule for the provision of Maintenance and Support Services.

**Initial Response Time** means the time taken from receipt of a support request until the Primary Contact receives acknowledgement from Functional that the support request has been prioritised and allocated. Support requests can only be acknowledged during Support Hours and must be received in writing via email to [support@fs.com.au](mailto:support@fs.com.au) or via the support tracking system accessible on the Functional website <http://www.fs.com.au/support.php>. Initial response times in relation to each Priority Level are specified in the Target Response Table in Clause 5.

**Maintenance Services** means the maintenance services described in Clause 3.

**Primary Contact** means the person:

- (a) authorised by End User to request Maintenance and Support Services and to receive all Updates and New Releases from Functional; and
- (b) who is considered by Functional to have sufficient knowledge to provide a satisfactory level of local operational support on the Software.

**Priority Levels** means the priority levels specified in Clause 5.

**Subscription Fee** means the subscription services fee payable in relation to the Software installed on the Designated Processors as specified in the Software Schedule for the provision of Maintenance and Support Services.

**Standard Rates** means Functional's then current standard consultancy rates.

**Support Hours** means 9.00 am to 5.00 pm, AEST Monday to Friday (excepting Australian public holidays).

**Support Services** means the support services described in Clause 4.

**Target Resolution Time** means the time taken from when the support request has been acknowledged by Functional until such time as a solution or work around has been provided. Target resolution time specified in the Target Response Table.

### 2. SCOPE OF MAINTENANCE AND SUPPORT SERVICES

**2.1** In consideration for the payment of the Annual Maintenance Fee or monthly Subscription Fee (as appropriate), Functional will provide;

- (a) Updates and New Releases in accordance with Clause 3;
- (b) Support Services for Software, as detailed in Clause 4; and
- (c) Support Services for installation, configuration and operation as detailed in Clause 4.

**2.2** Notwithstanding Clause 2.1, unless agreed in writing between the parties, Functional's obligation to provide Maintenance and Support Services is limited to:

- (a) the release level of the Software current at the time; and
- (b) the immediately preceding release, but only for a period of 12 months from the date on which superseding release was made generally available.

**2.3** Functional has no obligation to provide Maintenance and Support Services to the Software or any part of the Software which has been modified, enhanced or adapted whether such modification, enhancement or adaptation

was performed by Functional, the End User or other party.

### 3. MAINTENANCE SERVICES

**3.1** Functional will notify the End User of the availability of all Updates and New Releases that are generally distributable from time to time.

**3.2** Updates and New Releases will be made available via the Functional website from where the End User may download copies as required.

**3.3** At its discretion, Functional will install Updates and New Releases, if requested by the End User, at Standard Rates, and subject to availability of Functional resources.

### 4. SUPPORT SERVICES

**4.1** Functional will provide a telephone and email based support service during Support Hours in the form of assistance and advice on the Software.

**4.2** Support service levels defined within this SLA are:

- (a) provided solely for the Software modules specified in the Software Schedule;
- (b) subject to the End User responding in a timely manner to instructions and requests from Functional for appropriate data and information; and,
- (c) the End User supplying all such data which Functional may reasonably request in order to reproduce operating conditions similar to those present when the problem was discovered

**4.3** Support services provided for installation, configuration and associated operational activities including data recovery are outside the scope of this SLA and will be provided on a 'best efforts' basis.

**4.4** Functional will attempt to respond in accordance with the target Initial Response Times and Target Resolution Times detailed in this SLA.

**4.5** Onsite support is classified as Additional Services and will be provided at Functional's discretion as detailed in Clause 6.

## 5. PRIORITY LEVELS

**5.1** Errors, defects and non-conformities of the Software will be categorised in accordance with the following table.

Priority Level Table

Priority Level 1 (Critical)	Represents a reproducible emergency condition, which stops End User's business from continuing and is not correctable by a solution already available to End User.
Priority Level 2 (Very Important)	Represents a reproducible condition, which has the potential to jeopardise End User's business operations and which cannot be circumvented or avoided on a temporary basis by End User.
Priority Level 3 (Important)	Represents a reproducible minor problem condition which is not critical but impacts on End User's daily operations and which may be circumvented or avoided on a temporary basis by End User.
Priority Level 4 (In-convenient)	Represents a reproducible minor problem condition that impacts the efficiency of End User's operations (ie operators) but does not impact business.
Priority Level 5 (Interesting)	Represents a reproducible minor problem condition that does not impact the efficiency of End User's operations or business.

**5.2** In relation to each of the Priority Levels, Functional will use its reasonable endeavours to:

- (a) meet the target Initial Response Times;
- (b) provide a temporary resolution to the problem within the Target Resolution Time; and
- (c) provide feedback to the End User in relation to Functional's progress and setbacks in achieving the Target Resolution Time as specified in the Target Response Table.

Target Response Table

Priority Level	Initial Response Time	Target Resolution Time	Feed back
1	1 hour	1 day	Daily
2	4 hours	3 days	Daily
3	Close-of-business, next working day	1 week	Every 2 days
4	Close-of-business, next working day	4 weeks	Every Week
5	Close-of-business, next working day	8 weeks	Every 2 weeks

**6. ADDITIONAL SERVICES**

- 6.1** The End User may request Functional to provide services outside the scope of the Maintenance and Support Services described in this Maintenance and Support Schedule.
- 6.2** Such additional services will be provided at Functional’s discretion, subject to availability of resources.
- 6.3** In the event that Functional agrees to provide Additional Services, the End User agrees and acknowledges that such services will be provided at Standard Rates.