

# 12d Synergy Cloud Service Level Agreement

# 12d Synergy Cloud Service Level Agreement

This Cloud Service Level Agreement (“C-SLA”) details the service commitment by 12d Synergy Pty Ltd (“12d Synergy”) to the Customer which has licensed the use of the product identified as 12d Synergy Cloud (the “Software”) which is provided to the Customer as a Software-As-A-Service (the “Service”).

The Software consists of software that resides on a server (“Server Software”) that is hosted and managed by 12d Synergy, 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 C-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 or as mutually agreed.

The Software is provided on an “as is” bases. 12d Synergy does not warrant the Software will operate uninterrupted, error free, or completely secure as 12d Synergy 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 Synergy is located, which is GMT+10 hours.

“**Bug Fix Policy**” refers to 12d Synergy’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 organisation 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 Synergy 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 Synergy 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 Synergy and the Customer.

“**License Key**” means code provided by 12d Synergy, 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.

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

“**Service**” means the delivery and access of the Software over a public network to the Customer, and the maintenance of the system to provide the delivery.

# 12d Synergy Cloud Service Level Agreement

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

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

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

12d Synergy agrees to deliver infrastructure services consistent with the terms of 12d Synergy’s C-SLA. 12d Synergy’s delivery of the Service is conditional on the Customer’s compliance with the Customer’s obligations and responsibilities defined in the 12d Synergy C-SLA and Bug Fix Policy.

Terms of the C-SLA are subject to change at 12d Synergy's discretion; however, 12d Synergy’s policy changes will not result in a material reduction in the level of performance, functionality, security, or availability of the Service provided during the term of the subscription and licence.

## 4. 12d Synergy's Duties

12d Synergy 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 Synergy's Bug Fix Policy ("BFP");
- Use commercially reasonable efforts to provide or procure infrastructure to deliver services with minimal monthly downtime;
- Provide Customer with access to 12d Synergy technical personnel, who will work with Customer to diagnose Error, and provide Problem Resolutions, including escalating the issue when appropriate.

## 5. Customer's Duties

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

- 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 Synergy for support;
- Logging all problems on the Software Support Portal as soon as an Error is identified;
- Installing the latest version of the Software as and when it is made available or recommended by 12d Synergy;
- Ensuring that all 12d Synergy 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; and
- The Software must remain no more than 1 release behind the most current release.

## 6. Third-Party Service Providers

12d Synergy may use third-party infrastructure service providers, which may include Amazon's AWS and Microsoft's AZURE. 12d Synergy relies on such service providers to maintain the hardware including gateway equipment and to facilitate the provision of the Service. SLA of third-party service providers will be no less stringent than the 12d Synergy C-SLA.

## 7. Service Continuity

12d Synergy deploys the Service on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the Service. Data centres retained by 12d Synergy to host the Software and the Customer's data have component and power redundancy with backup generators in place, and may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage. However, 12d Synergy cannot guarantee that the Service will be uninterrupted or continuous.

## 8. Backup

12d Synergy periodically makes backups of the Customer's data for the sole use of minimising data loss in the event of an incident e.g. hardware failure in the data centre.

The Customer is encouraged to develop a business continuity plan to ensure continuity of the Customer's own operations in the event of a disaster. 12d Synergy does not guarantee there will be no data loss in the event of an interruption of Service.

12d Synergy may, at the Customer's cost, assist the Customer to restore data which Customer may have lost as a result of the Customer's own actions.

## 9. Unplanned Downtime

There may be unplanned downtime, that is, time during which the Service is not available. This does not include any time during which the Service is not available due to:

- outages caused by scheduled and announced maintenance;
- unavailability of services supporting core transaction processing, not within the absolute control of 12d Synergy;
- events resulting from an interruption or shut down of the Service due to circumstances reasonably believed by 12d Synergy to be a significant threat to the normal operation of the Service or the integrity of the Customer's data (e.g. ransomware attack);
- outages due to denial of service attacks, natural disasters, changes resulting from regulatory actions or court orders, acts of civil disobedience, acts of war, or other force majeure events or circumstances outside of 12d Synergy's control;
- outages caused by network failures due to the Customer's conduct or circumstances outside of 12d Synergy's control;
- outages caused by the Customer including:
  - a failure or degradation resulting from scripts, data, applications, equipment, infrastructure or software;
  - outages resulting from the Customer's equipment, third party equipment or software components not within the absolute control of 12d Synergy;

- outages due to actions or transactions initiated by the Customer's users or representatives;
- the Customer's negligence or breach of Customer's contractual obligations; and
- Customer's unreasonable delay in responding to incidents that require the Customer's participation.

## 10. Emergency Maintenance

12d Synergy may from time to time perform emergency maintenance in order to protect the security, performance, availability, or stability of the Service. Emergency maintenance may include program patching and/or core system maintenance as required. 12d Synergy works to minimise the use of emergency maintenance, and to the extent reasonable under the circumstances as determined by 12d Synergy, will work to provide 24 hours prior notice for any emergency maintenance requiring a service interruption.

## 11. 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.

## 12. 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 Synergy Technical Support:

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

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

## 13. 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

## 14. 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 Synergy 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 5:30 PM AEST, Monday to Friday and on weekends and evenings by prior arrangement. 24 hour emergency support is also available for critical issues.

## 15. Infrastructure Access

Access to cloud infrastructure is permitted only to 12d Synergy Support Staff. All staff who have access to our environments have been police checked and are trained in best practices for handling our cloud environment. No other members of 12d Synergy or other organisations are permitted access.

## 16. Other Software

12d Synergy does not permit the installation of other, non 12d Synergy software on its infrastructure. Attempts to install software via the scripting environment will be logged and may be considered a breach of our Terms of Service.

## 17. Response and Resolution Times

Where possible, 12d Synergy will abide by the following response times (within Support Hours)

- Response time - Level 1 issue – 2 business hours to respond to the issue
- Response time - Level 2 – 1 business day to respond to the issue
- Response time – Level 3 or 4 – 1 to 2 business days to respond to the issue

12d Synergy 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.

## 18. C-SLA Exclusions

The following is exempt against the overall C-SLA measurement:

- Scheduled and emergency maintenance which may involve anything from upgrading equipment, to reboots, to backups;
- Failure of a third party which 12d Synergy 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 Synergy.

## 19. LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER 12d Synergy 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 Synergy 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 Synergy 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 Synergy HEREUNDER DURING THE THREE (3) MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

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