

SUPPORT SERVICES AGREEMENT (SSA)

1. Support Services

Level 1. Telephone Help Desk

You must supply to Authorised Users a Level 1 Telephone or Email Help Desk, which will respond queries during standard business working hours. The Help Desk will register issues and route issues that cannot be immediately resolved to Level 2 URBANISE Platform Support.

Level 2. Platform Support

We must supply to you the following Support Services during the times outlined in your COMMERCIAL AGREEMENT SCHEDULE 1, Item 10 (“**Support Timezone**”).

The Support Services that we provide to you under this SSA shall be limited to a monthly limit based on the number of Software Support requests and issues logged by you (“Tickets”). The initial limit shall be 10 Tickets per month in the first 6 months of the term of this SSA, and thereafter it shall be 5 Tickets per month.

Our Support Services obligations set out in this SSA are limited to:

- responding to, and endeavouring to resolve, defects in our provided components of the Platform
- responding to your “how to” questions on the use of the Platform
- installation of available plug-ins needed for the use of the Platform
- issuing of new usernames and passwords for new users of the Platform
- general advice on the administration of the Platform
- advice on how to upload and download information, data, photographs and other materials to the Platform
- advice on the minimum system requirements to access and use the Platform

Our Support Services do not include support for the following:

- Platform availability, which is covered in clause 5 of the Hosted Service Agreement (HSA).
- Issues in relation to loss of availability of your provided systems
- Issues in relation to incorrect use of content management functions provided via the Platform (such as, but not limited to, incorrect referencing of pages resulting in page not found errors, broken links, code errors in extended functionality developed by you)
- Internet speed and network traffic issues
- Third party software components and any associated compatibility issues
- Speed or configuration of a user’s local computer or network
- Configuration of printers (other than questions about the configuration of Platform-generated reports).

2. Response to and Restoration of defects in the Platform

Severity Level	Measure	Service Level
1	Response Time	We must respond to you within 4 working hours (during Support Hours) of you notifying us of the defect via our online issue tracking system. When responding, we must also advise you of what actions we intend to carry out to resolve the defect.
1	Restoration	Restore the defect within a further 4 working hours (during Support Hours) of our Response Time to you.

		This may be achieved by: (a) fixing the root cause; or (b) a temporary work around.
2	Response Time	We must respond to you within 24 working hours (during Support Hours) of you notifying us of the Severity 2 defect via our online issue tracking system. When responding, we must advise you as to what actions we intend to take to resolve the defect.
2	Restoration	Restore the defect within a further 24 working hours (during Support Hours) of our Response to the you via our online issue tracking system. This may be achieved by: (a) fixing the root cause of the defect; or (b) a temporary work around.

3. Severity Level Definitions

Fault Priority	Description
Severity Level 1	Any one of the following items are true: <ul style="list-style-type: none"> Platform is available but with material impairment to the operation of major functions including negative impacts on the financial operations of your business with regard revenue generation, billing or collection. Platform available to you, but one or more major functions not available.
Severity Level 2	Any one of the following items is true: <ul style="list-style-type: none"> Loss of this functionality has minor impact on you. A recurring or chronic minor defect. An acceptable work around may exist but a permanent fix cannot be deferred beyond our specified fix time.

You have the right (which you must exercise in good faith) to:

- (a) determine what Severity Level a defect falls in; and
- (b) reclassify a defect from one Severity Level to a different Severity Level.

You will ensure that you have appropriately qualified staff skilled to reasonably make and update these determinations.

4. On-line issue tracking

At the your written request, we will provide you access to our on-line electronic issue tracking system for Support Service and an email address for level 1 Help Desk support.

Provision of feedback and status reports on the status of any unresolved and resolved issues will be via our online support system.

You will have the ability to electronically generate issues on-line and track progress on-line.

5. Credits

- 5.1 If we fail to meet our service level obligations in section 2 of this Schedule, you will (subject to the remaining provisions of this section 5) and as your sole and exclusive remedy with respect to such failure, be eligible for a credit of 5% of the Fees in respect of the relevant calendar month for each failure to meet a Response or Restoration Time.

- 5.2 You are not entitled to a credit if: (a) during the relevant calendar month you are in breach of this Agreement; (b) the defect was caused by (or contributed to by): (i) misuse of the Platform by you or an Authorised User; or (ii) the acts or omissions of you or an Authorised User in breach of this Agreement or the relevant TOS.
- 5.3 To receive a credit, you must: (a) contact the our account representative in writing within thirty (30) days following the failure; and (b) show by its written records that your use of the Platform was adversely affected in some material way as a result of the defect.
- 5.4 Notwithstanding anything in this Schedule 2 to the contrary, the maximum total credit for the relevant month shall not exceed 75% of the Fees for that month. Credits will not be carried forward to future billing periods.

6. Updates

We will update the Platform and associated functionality in several forms and endeavour to perform these tasks at times that cause the least amount of impact to the extent reasonably practical to do so:

- **Emergency patch release**
Performed on very short notice to rectify a critical issue in the Platform. We will, where feasible, provide details of the changes and advise when the changes will be implemented and any associated down time.
- **Patch release**
Performed on short to medium notice to rectify issues prior to a scheduled Platform release. We will provide details of the changes and advise as to when the changes will be implemented and any associated down time. There will be an opportunity for you to request a deferral of a planned Platform release if we have advised in writing of significant business impact that may be caused and if we agree to re-schedule the Platform release.
- **Platform release**
Performed as part of Scheduled Maintenance in a given month. We will provide details of the changes and advise as to when the changes will be implemented and any associated down time. There will be an opportunity for you to request a deferral of a planned Platform release if we advise in writing of significant business impact that may be caused and if we agree to re-schedule the Platform release.

Updates shall not include any releases, enhancements, functionality or products which we license separately or charge for separately.

7. Device Support Services

- 7.1 Devices will be monitored for faults on a 24x7 basis.
- 7.2 In the event of a fault being detected, we will undertake the following procedure:
- Remotely diagnose any issues;
 - If the fault is not rectified within 24 hours elapsed time, contact the nominated representative for the local site, to request onsite environmental inspection to identify any physical issues or impediments to the Device or network equipment;
 - If the nominated representative is un-contactable, or if environmental inspections are unable to rectify the fault, we will send a formal notice of Device failure to the nominated representative that this Device has ceased to provide data to the Platform;
 - You may arrange for a faulty Device to be returned to us via the standard returns process (shipping at your cost), we will replace the Device with an equivalent, ship it to your site (shipping at your cost) and assist you to commission it into your account, using all reasonable effort to maintain continuation of data reporting in line with historical information; and
 - You acknowledge that in the event of Device failure, data acquisition for the period until the Device is replaced will be incomplete.

8. Other services

- 8.1 We will provide further reasonable support services to you in connection with the Platform as agreed between us and you from time to time. Those additional services shall be provided at the hourly rates set out in Schedule 1 to your Hosted Services Agreement with us. You agree that we may, acting reasonably, review and increase those fees once per year.
- 8.2 If we agree to provide such additional support services to you, you will pay for our time spent in increments of 15 minutes (each task shall be rounded up to the nearest 15 minutes). Our invoice shall show each task to which a charge relates and the time spent on each task.
- 8.3 Any fees to be paid by you in relation to additional support services shall be invoiced in arrears and are payable by you within 30 days of receipt of our invoice.