

## SYNERGETIC SERVICE LEVEL AGREEMENT

### 1 DEFINED TERMS

In addition to the defined terms in clause 1.1 of the Agreement, in this SLA:

**Problem** means a cause, or potential cause, of one or more incidents.

**Support Hours** means 7am to 6pm (AEST/AEDT) on Support Days.

**Supported Users** means the persons identified as such in the Product Agreement.

**System Administrator** means the persons identified as such in the Product Agreement.

**Third Party Supported Software** means software specified in the Product Agreement or otherwise notified by or on behalf of Education Horizons which is owned by a third party and which retrieves information from the Solution or is used by or interacts with the Solution.

### 2 SUPPORT TERM

2.1 The Support and Maintenance Services will be provided for the duration of the Client's Subscription.

### 3 INCLUDED SERVICES

3.1 The Support and Maintenance Services for Synergetic will be provided on Support Days and consist of the following:

3.1.1 in respect of the Solution:

3.1.1.1 correction of errors or assistance to overcome problems with the Solution;

3.1.1.2 clarification of functions and features of the Solution;

3.1.1.3 clarification in respect of the Associated Documentation;

3.1.1.4 guidance on the operation of the Solution, provided that the Supported User has attempted to understand the operation he or she wishes to receive guidance on by first referring to the Associated Documentation; and

3.1.1.5 other software fault verification, analysis and correction in relation to the Solution; and

3.1.2 in respect of Third Party Supported Software, guidance on the operation of the Third Party Supported Software as it relates to accessing information from the Solution.

3.2 In order to receive the Support and Maintenance Services, the Client must:

3.2.1 provide Education Horizons with all required access to the Client's Personnel and Equipment, to the extent required;

3.2.2 ensure that its Authorised Users are adequately supervised and managed when using the Solution; and

3.2.3 upgrade, in a timely manner, all Third Party Supported Software as requested by Education Horizons from time to time.

3.3 The Client will be responsible for all user forms, user tables, reports and other software which the Client has developed or purchased for use with the Solution and the Client will, at its own expense, ensure that such user forms, user tables, reports and other software are compatible with the Solution.

#### **4 EXCLUDED SERVICES**

4.1 Education Horizons will not perform the Support and Maintenance Services in respect of:

4.1.1 any change or modification made to the Solution without Education Horizons' consent;

4.1.2 use of the Solution other than in accordance with the Associated Documentation;

4.1.3 use of the Solution on any Equipment or in combination with other software, except as specified in the Associated Documentation and/or the Product Agreement;

4.1.4 any change or modification made to the Client Data used by the Solution through software other than the Solution without EHG Services' consent;

4.1.5 malfunctions caused by Harmful Content;

4.1.6 [remedying issues or incidents which relate to the Cloud Hosting Services]; or

4.1.7 anything which Education Horizons determines to be Additional Training.

4.2 The Support and Maintenance Services do not include services requested as a result of, or with respect to, causes which are not attributable to Education Horizons. If the Client requires these services, they will be invoiced to the Client on Education Horizons' Current Rates. For the purpose of this section, causes which are not attributable to Education Horizons include accidents, unusual physical, electrical or electromagnetic stresses, neglect, misuse, failure or fluctuation of electric power, air conditioning or humidity control, failure of rotation media not furnished by Education Horizons, excessive heating, fire and smoke damage, operation of the Solution with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications or causes other than ordinary use.

4.3 The following are excluded from the scope of the Support and Maintenance Services:

4.3.1 attendance at the Client's premises. Education Horizons may, in its discretion, deem that it is required to provide the Support and Maintenance Services at the Client's premises. In such event, the Current Rates will apply to such attendance, in addition to the Support Fee, and the Client must pay the reasonable travel and accommodation related expenses incurred by Education Horizons; and

4.3.2 any configuration of the Solution, which will be subject to the terms in Schedule 2

#### **5 SUPPORTED USERS AND SYSTEM ADMINISTRATOR**

5.1 All of the Client's requests for Support and Maintenance Services must be initiated through a Supported User or System Administrator.

5.2 The Client must ensure that the Supported Users are skilled and knowledgeable in the operation of the Solution and appoints them as the primary contacts between the Client and Education Horizons regarding the Support and Maintenance Services.

5.3 Education Horizons may require that Supported Users complete a competency training course (including assessment) as advised from time to time. Supported Users must be able to demonstrate they are competent in the operation of the Solution specifically in relation to the aspects of the Solution in respect of which support requests are initiated.

- 5.4 The Client must appoint a System Administrator who is knowledgeable in the operation of the Solution and the Microsoft SQL server that is used to manage the databases used by the Solution.
- 5.5 The System Administrator will have the same rights and responsibilities and requirements as a Supported User and in addition:
  - 5.5.1 is the only person to whom Education Horizons will issue a password that allows full administrative access to the Solution; and
  - 5.5.2 is responsible for all security settings used to restrict other Authorised Users in their access to the Solution.
- 5.6 Subject to section 5.7, the Client may, on notice to Education Horizons, appoint additional or alternative:
  - 5.6.1 Supported Users who have been trained to Education Horizons’ satisfaction to use the Solution; and/or
  - 5.6.2 System Administrators who have been trained to Education Horizons’ satisfaction to use the Solution and who are knowledgeable in the administration of the Microsoft SQL server.

## 6 SEVERITY LEVELS

- 6.1 The criteria by which Education Horizons will allocate Severity Levels is as follows:
- 6.2 The criteria by which Education Horizons will allocate Severity Levels is as follows:

Severity Level	Definition
1	Interruption making a critical function inaccessible, and/or causing a severe impact on services availability/ and financial implications. There is no immediate workaround.
2	Critical functionality interrupted, degraded or unusable, having a severe impact on services availability. No acceptable workaround is possible.
3	Non-critical function or procedure, interrupted, degraded or unusable with no direct impact on services availability. An acceptable workaround is available.
4	Non - critical function or procedure, usable where no direct impact on services availability. A workaround is available. All requests for help.

## 7 SERVICE LEVELS

- 7.1 Education Horizons will attempt to resolve issues with the Solution in accordance with the following Service Levels, which begin at the time the issue is reported to the EHG helpdesk by the required means set out below.

Severity Level	SLA Target response time	Target resolution time
1	1 hour (during Support Hours only)	Within 24 hours (during Support Hours only)
2	4 hours (during Support Hours only)	Within 3 Business Days

3	Within 2 Business Days	Subject to section 7.2, as soon as reasonably practicable.
4	Within 10 Business Days.	Subject to section 7.2, as soon as reasonably practicable.

7.2 In respect of a Severity Level 3 or 4 issue:

7.2.1 if the issue principally affects the Client only, resolution of the issue may require Configuration Services to be provided; and

7.2.2 Education Horizons may determine that no action will be taken and inform the Client by email that the issue is closed.

**8 CLOUD HOSTING SERVICES**

8.1 The Client acknowledges and agrees that:

8.1.1 the availability of the Solution is dependent upon the Cloud Hosting Services and is not within Education Horizons’ control; and

8.1.2 the Service Levels in this SLA do not apply in respect of any issues, Problems or defects relating to the Cloud Hosting Services.

8.2 All issues relating to the availability of, and any issues, Problems or defects in, the Cloud Hosting Services are the responsibility of the relevant Cloud Hosting Services provider and will be subject to the terms and conditions and service levels which that provider has in place from time to time.