

Support and Service Level Schedule (NetFoundry)

Technilium Pty Ltd



1. Formation and term

1.1 Support and Service Level Schedule

The Client and Technilium agree that this document is the Support and Service Level Schedule as defined in the Master Services Agreement or Service Terms (as applicable).

1.2 Term

The term of this Support and Service Level Schedule commences on the Commencement Date of the Master Services Agreement or Service Terms (as applicable) and continues until the later of cessation of the Term in accordance with clause 2 of the Master Services Agreement or clause 1 of the Service Terms (as applicable), unless terminated earlier in accordance with the terms of the Master Services Agreement or Service Terms (as applicable) (**SS Service Schedule Term**).

2. Premium Support

In addition to any other support provided under the Master Services Agreement or Service Terms (as applicable), Technilium agrees to provide support to the Client via dedicated support lines for queries, bug fixes and patches on the NetFoundry Product on 24 hour-7 day a week (**Premium Support**).

3. Service Levels

During the SS Service Schedule Term, Technilium must make all reasonable endeavours to provide the Client with support to access to the NetFoundry Product in accordance with this Support and Service Level Schedule.

4. Availability Service Level

(a) During the SS Service Schedule Term, Technilium will make all reasonable endeavours to ensure the Services (as described in clause 3) are available 99.95% of the time, other than periods of Excused Outages, as measured over the course of any calendar-month period (**Availability Service Level**).

(b) Calculation of the Availability Service Level for the Client is according to the following:

$$= \frac{(TM - TMO)}{TM_{Mmax}} \times 100$$

Where:

TM = total available service minutes per month

TMO = total minutes of Outage per month

TM_{max} = total possible minutes per month is 43,200

(c) If in any calendar month, Technilium fails to meet the Availability Service Level, the Client will be entitled to the corresponding Service Credits against the relevant Premium Fee payable for that calendar month:

(1) less than 99.95% and greater than 99.7% uptime - No Service Credits;

(2) between 99.5% and 99.69% uptime - 5% of Premium Fee payable for that month;

(3) between 98% and 99.49% uptime - 10% of Premium Fee payable for that month;

(4) less than 98% uptime - 15% of Premium Fee payable for that month.

(d) The Client agrees that this is their sole and exclusive remedy against Technilium in respect of a failure to meet the Availability Service Levels.

(e) Technilium may apply any Service Credit to which the Client is entitled on the next Tax Invoice issued to the Client under the Agreement, or if such Service Credits remain upon expiration or termination of the Agreement or a Service Contract, refund the Service Credits to the Client.

5. Response Times Service Level

(a) During the SS Service Schedule Term, Technilium will make all reasonable endeavours to ensure it responds to all requests for Premium Support as follows:

(1) Severity 1 Outage being, an Unavailability that makes the use of the NetFoundry Product inaccessible or unusable to all users, resulting in a critical impact on the business), immediate response when request submitted by phone;

(2) Severity 2 Outage being an Unavailability for a part or component of the NetFoundry Product affecting some but not all users, response within 2 hours;

(3) for all other Unavailability, email and ticket response by the Business Day following submission of the request,

(together, the **Response Time Service Levels**).

(b) For all other product, service or feature requests or quotations concerning the NetFoundry Product, Technilium endeavours to respond to the Client by the Business Day following receipt of such request.

(c) If in any calendar month, Technilium fails to meet the Response Time Service Levels, the Client will be entitled to the correspondence Service Credits against the relevant Premium Fees payable for that calendar month:

(1) the first failure to meet the Response Time Service Levels, 20% of the Premium Fee payable for that month;

(2) the second failure to meet the Response Time Service Levels, 50% of the Premium Fee payable for that month;

(3) the third and subsequent failures to meet the Response Time Service Levels, 100% of the Premium Fee payable for that month.

Support and Service Level Schedule (NetFoundry)

Technilium Pty Ltd



6. Service Credits

- (a) The Client is entitled to the Service Credits on the bases provided in clauses 4(c) and 5(c), each of which are mutually exclusive.
- (b) In the event the Client is eligible for Service Credits that would exceed the Premium Fee payable, the Service Credits will not exceed 100% of the Premium Fee for that month.

7. Definitions and interpretation

7.1 Definitions

Unless otherwise specified, terms defined in the Master Services Agreement or Service Terms (as applicable) shall have the same meaning when used in this Support and Service Level Schedule. In this Support and Service Level Schedule:

- (a) **Excused Outage** means Unavailability which occurs:
 - (1) during Scheduled Maintenance;
 - (2) during Urgent Maintenance;
 - (3) caused by or resulting from negligent acts or omissions or wilful misconduct of Client, its affiliates, their respective employees, contractors, or agents, or any other party gaining access to the Services or Software due to any such negligent act or omission or wilful misconduct;

- (4) arising from the Client's direction that Technilium cease making access to the NetFoundry Product available; or

- (5) NetFoundry Inc. or its Related Entity, as provide of the NetFoundry Product, is experiencing an issue that cannot be addressed by an act of Technilium.

- (b) **Service Credit** means the credit percentage equivalent to the period of interruption or downtime as specified in this Schedule.

- (c) **Scheduled Maintenance** means maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Services or Software.

- (d) **Unavailability** means that the NetFoundry Product is not available.

- (e) **Urgent Maintenance** means maintenance, upgrades, or replacement of hardware, software, or telecommunications services on or affecting the Services or Software, which is necessary to:

- (1) address a serious security risk;

- (2) aim to prevent or address a service disruption;

- (3) aim to prevent data corruption or incorrect output from a Service; or

- (4) comply with legislative requirement.