
Schedule 5: SaaS Service Level Agreement



Service Level Agreement Number

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1. Provision of Service Warranty

1.1. The Licensor warrants the Service will be available 99% of the time except as outlined in this schedule. Availability will be calculated as described in clause 1.2:

1.2. Formula

$$\left[\left(\frac{\text{total time} - \text{exempt} - \text{non exempt}}{\text{total time} - \text{exempt}} \right) * 100 \right] \geq 99\%$$

where

total time is the total number of minutes in any given month

non-exempt means 'down time' that is Non-exempt

exempt means the following:

- 1.2.1. The Licensor will ensure that it uses reasonable endeavors to schedule all planned site outages for maintenance and upgrades during the weekends of each month, which will be performed between the hours of 19:00 on Friday evenings until 06:00 Saturday morning Australian EST or EDST depending on the time of year.
- 1.2.2. Notification of planned site outages will generally be 7 days in advance and not less than 24 hours via a message on the log in screen and the notifications page on the nominated think website. This notification will detail the date and time of the commencement of the site outage and then expected duration.
- 1.2.3. Unavailability caused by events outside of the Licensor's control including but not limited to Acts of God, Acts of Government, Flood, Fire, Earthquakes, Civil Unrest, Telecommunications, Internet Service Provider, Hosting Facility Failures or delays involving hardware, Software or Power Systems, Acts of Terror, Strikes or other

Labour problems (other than the Licensor's employees), Computer and Network Intrusions or Denial of Service Attacks.

1.2.4. All non-notified site outages for maintenance shall be calculated as non-exempt downtime.

1.2.5. For any partial calendar month during which the Licensee subscribes to the Service, availability will be calculated based on the entire month, not just the portion for which the Licensee subscribed. Planned site outages for maintenance shall not exceed a total of 48 hours of maintenance in any given Quarter. In addition, unavailability for some specific features or functions within the Service, while others remain available, will not constitute unavailability of the Service, so long as the unavailable features or functions are not, in the aggregate to the Service as a whole.

1.3. Response Time

1.3.1. The Licensor warrants that the Service in the aggregate will maintain an average page response of < 3.5 seconds excluding pages that involve heavy data loads such as business intelligence pages, lists, import and export, uploads and downloads, API calls etc. Average page response times will be measured at the Licensor's servers by the instrumentation built into the Service and calculated per calendar quarter, in aggregate for the Service as a whole. Response time is detailed as in the following formula:

$$\left(\frac{\text{(pages per day * average page time per day)}}{\sum_{\text{Start of Quarter}}^{\text{End of Quarter}}} \right) \leq 3.5 \text{ Seconds}$$

where:

pages per day means the total number of pages delivered by the service in the aggregate in one day, excluding the pages that are deemed to be excluded pages

average page time per day means the average page response time for all pages delivered by the Service in the aggregate in one day, excluding the pages deemed to be excluded pages

1.4. Penalties

- 1.4.1. In the event that the Licensor fails to meet 99% general availability of the service in a calendar month, the Licencee shall after the end of the said month have the right to lodge a penalty claim across the effected subscriptions for refund for any unavailability of the service. In every case the Licencee will submit any such claim to the Licensor within 7 (seven) calendar days after the end of the month that the unavailability occurred.
- 1.4.2. Calculation for unavailability shall be as follows: for each full or partial hour of general service availability below 99% the Licensor will refund for 1 (one) full day in that month of the Licencee's SaaS Licence Agreement. Any such refund shall not exceed the equivalent of more than what would equate to 7 (seven) days fees, royalties or revenue share.

1.5. Termination

- 1.5.1. Should the Licensor not be able to remedy by providing 99% general availability of the Service within the following month after 3 (three) previous failures within 12 (twelve) months (four failures in a calendar month) then the Licencee shall have the option (but not both) either to receive a partial refund for the claim period or be able to terminate this Agreement with the Licensor according to the Software As A Service Licence Agreement for cause giving the Licensor 30 (thirty) days written notice starting from the date of any further unavailability.
- 1.5.2. The penalties specified in the Service Level Agreement ("SLA") shall be the sole remedies available to the Licencee of this Service Level Agreement.

1.6. Claims

1.6.1. To file a claim under this Service Level Agreement for failure to meet the availability of the Service, the Licensee must send an email to sla@thinkprocurement.com with the following details:

- (ii) Billing Information including company name, billing address, billing contact and billing contact phone number.
- (iii) The details of the claim made under the Service Level Agreement, including relevant calculations.

1.6.2. Claims may only be made on a monthly basis and must be submitted within 7 (seven) calendar days after the end of the relevant month.

1.6.3. All claims will be verified against the Licensor's system records. Should any periods of site outages be submitted by the Licensee be disputed, the Licensor will provide to the Licensee a record of Service availability for the period in question. The Licensor will only provide records of system availability in response to good faith claims.

1.7. General

1.7.1. Any obligations of the Licensor under this Service Level Agreement Schedule shall be null and void upon any breach by the Licensee of its Software As A Service Licence Agreement, including failure by the Licensee to meet payment obligations.

2. Problem Solving and Help Desk

2.1. Problem solving and Help Desk support

2.1.1. Problem solving and Help Desk support means that the Licensee may appoint named persons to contact the Licensor via a process defined by the Licensee which will form part of the Service Level Agreement.

2.1.2. Help Desk Services are provided during the Licensor's normal, local office hours, with the exception of shortened working days and public holidays and in accordance with the Licensor's normal working methods.

3. Other Services

3.1.1. Other services consist of services not included in the Service Level Agreement, including but not limited to, Professional Services, maintenance of the Licencee’s interfaces and the Licencee’s specific code.

3.1.2. For other services the Licencee is charged for time and materials and, where applicable, other travel, accommodation and per diem allowance according to the Licensor’s standard terms and conditions. The work and material will be condition charged in accordance with the Licensor’s standard price list or as agreed by the parties in advance.

3.2. Service Response Times

1. The Problem solving and Help Desk support service response times are given in the table below:

Class	Response Time	Guideline Criteria for Response Classification
Red: Emergency	2 Working Hours	An incident that satisfies any of the following criteria: <ul style="list-style-type: none"> • Prevents the effective use of any major service • Implies a serious breach of security • Has serious implications for the reputation of the Licensor and customers • Has immediate and potentially serious Health and Safety implications • In the opinion of the Licensor IT Help Desk Supervisor/ Manager, is serious and requires immediate attention • Occurs during a busy/critical period

Class	Response Time	Guideline Criteria for Response Classification
Orange: High	2 Working Days	An incident that satisfies any of the following criteria: <ul style="list-style-type: none"> • Prevents the effective use of any service and affects a substantial number of users • Causes inconvenience to a substantial number of users • Implies a minor breach of security • Has possible implications for the reputation of the Licensor and customers • Has very serious implications for an individual user • Has Moderate Health and Safety implications • In the opinion of the Licensor IT Help Desk Supervisor/ Manager, warrants this priority
Blue: Medium	5 Working Days	An incident that satisfies any of the following criteria: <ul style="list-style-type: none"> • Prevents the use of any fully supported service by an individual • Causes inconvenience to a small number of users • Has possible implications for the reputation of the Licensor and customers • Affects an individual user, who does not know how to proceed in a fully supported application • Has minor Health and Safety implications
Green: Low	10 Working Days	An incident that satisfies any of the following criteria: <ul style="list-style-type: none"> • Causes inconvenience to an individual • A "limited support" category, for example an external SLA

3.3. Error Repair and Procedure

- 3.3.1. The Licencee shall notify the Licensor of an Error by e-mail or as directed by the Licensor containing details of the Error that are necessary and sufficient for the Licensor to reproduce and diagnose the Error.
- 3.3.2. The Parties shall try to agree on the evaluation of the Error Level of an Error. The Licencee shall provide its evaluation of the Error Level in the Error report. The Licensor is entitled to change the Error Lever if appropriate. In case the Parties fail to reach an agreement on the matter the evaluation of the Error Level made by the Licensor shall prevail.

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- 3.3.3. The Licensor shall use its best endeavours to correct the Errors or to provide a suitable workaround solution. However, the Licensor does not warrant that it is able to correct the Error in any particular case.
- 3.3.4. The Licensor shall perform the actual Error correction in accordance with methods of its own determination. The Licensor shall use its best endeavours to keep the Licencee up to date of the progress on any ongoing Error correction.
- 3.3.5. The Licensor may produce, at the Licencee's request, a report of the Licencee reported Errors for each maintenance period. The report will be subject to a separate charge paid by the Licencee and the charges shall be invoiced separately to the Licencee. The report shall contain the total sum of each type of Error per class concerning each the Licencee's Software that has been reported to the Licensor by the Licencee during the calculation period. Such report shall be considered as confidential information between the Parties and shall not be disclosed to the third party without a prior written consent of the other Party.
- 3.3.6. The Licencee shall provide the Licensor with requisite assistance. The Licencee shall make necessary material available to the Licensor, such as system messages, copies of Error messages and documentation associated with the Error or malfunction if so requested by the Licensor. The Licencee shall also provide its own personnel to assist the Licensor to the extent the Licensor reasonably requests.
- 3.3.7. In addition to the above the Licensee shall, at its own expense, be responsible for the following issues:
- (i) Maintenance of the Licencee's own computer systems as well as configurations that are outside the scope of the Service delivered by the Licensor.
 - (ii) Providing a technical contact person and contact information as well as informing the Licensor about any changes regarding the technical contact person.

- (iii) Informing the Licensor of any changes in the Licencee's Systems that the Licencee plans to make, including anticipated changes, if the changes may affect the functionality or interoperability of the Service or APIs as defined.
- (iv) Informing the Licensor of any problems or Errors with the Service that the Licencee may encounter.
- (v) Completing an Error report each time an Error occurs as defined in these Terms and follow the process to do so as instructed by the Licensor from time to time.

4. Exclusions

- 4.1. The Service Levels described herein do not apply to the Licencee's specific APIs.
- 4.2. The Licensor's obligations to provide Support Services shall not apply to:
 - 4.2.1. Errors caused by the Licencee use of the Service together with equipment, software or appliances that have been deployed by the Licensee;
 - 4.2.2. Errors caused by the Licensee's use of the Service in a manner not intended; and
 - 4.2.3. Errors caused by the Licensee's other systems connected to the Service or changes in such other systems.