

# SERVICE LEVEL AGREEMENT

## 1 Background

- 1.1 This document sets out the service level agreement (**SLA**) in accordance with which the Company agrees to provide the Support Services to the Customer:

## 2 Definitions and Interpretation

- 2.1 In this SLA, capitalised terms used but not defined in this SLA have the meanings as defined in the Master Services Agreement.
- 2.2 This SLA must be interpreted in accordance with clause 2 of the Master Services Agreement except that (and unless otherwise specified) a reference to a clause or Annexure as appearing in this SLA is a reference to a clause or Annexure in this SLA.

## 3 Support Availability

- 3.1 In addition to its obligations under clause 8.1 and 8.2 of the Master Services Agreement, the Company will provide the Support Services at such frequency and duration as it considers reasonably necessary to ensure:
- (a) errors or defects in the Products and Hardware identified by the Customer or which otherwise come to the attention of the Company are rectified in accordance with this SLA;
  - (b) the Products and Hardware remain in conformity with the Documentation; and
  - (c) the Documentation is maintained and updated.
- 3.2 The Customer agrees to:
- (a) comply with the Customer's obligations and procure the compliance by the Customer's Personnel of their obligations under the SLA;
  - (b) allow the Company's Personnel full and safe access to the Products, the Hardware and the Site/s at all reasonable times to enable performance of the Support Services and to make available to the Company without charge all services including Personnel reasonably necessary for inspecting, testing and operating the Products and the Hardware. The Customer must also ensure that the Company's support Personnel are provided with all information, facilities, assistance and accessories reasonably required by the Company to enable the Company to comply with its obligations under this SLA;
  - (c) be responsible for the acts or omissions of the Customer's Personnel in connection with their use of the Products and Hardware under this SLA;
  - (d) provide a suitable means to enable the Company's authorised support Personnel to remotely access the Products and Hardware; and
  - (e) ensure that all Customer Personnel requesting Support Services are adequately trained in the normal and intended use and operation of the Products and Hardware.

## 4 Exclusions

- 4.1 Support Services to be provided by the Company under an Agreement do not include:
- (a) correction of errors or defects caused by operation of the Products or Hardware in a manner that is not in accordance with the Documentation or other than as specified by the Company;
  - (b) correction of errors or defects caused by modification, revision, variation, translation or alteration of the Products or Hardware not authorised by the Company or not in accordance with the Agreement;
  - (c) correction of errors or defects caused by the use or operation of the Products on Hardware not supplied and/or approved by the Company in accordance with the Agreement;
  - (d) correction of errors or defects caused by the installation, use or operation of the computer programs on the Hardware other than the Operating Software or computer programs not supplied and/or approved by the Company in accordance with the Agreement;
  - (e) correction of errors caused in whole or in part by the use of computer programs other than the Products;
  - (f) correction of errors caused by the failure of the Customer to provide suitably qualified and adequately trained operating and programming staff for the operation of the Products or Hardware;
  - (g) rectification of operator errors;
  - (h) rectification of errors caused by incorrect use of the Products or Hardware;

- (i) rectification of errors caused by an equipment fault;
- (j) equipment maintenance;
- (k) diagnosis or rectification of faults not associated with the Products or Hardware;
- (l) furnishing or maintenance of accessories, attachments, supplies, consumables or associated items, whether or not manufactured or distributed by the Company or the Products or Hardware owner; or
- (m) correction of errors arising directly or indirectly out of the Customer's failure to comply with the Agreement or any other agreement with the Company.

4.2 If the Customer so requests in writing, the Company may at its option provide any of the Support Services referred to in clause 4 for an Additional Charge, which the Customer agrees to pay within 30 days of receiving an invoice from the Company for such Additional Charge.

## 5 Access

5.1 If reasonably requested by the Company, the Customer must provide a suitably qualified or informed representative to accompany the Company's Personnel and to provide such advice or assistance to those Personnel as may be necessary in order to enable the Company to access the Products and/or Hardware and to otherwise effectively perform the Support Services.

## 6 Support Model

6.1 The Company provides both Product and Hardware Support Services to the Customer, utilising a multi-tiered support approach in order to provide the Customer with the most appropriate service in an efficient manner. For the purposes of this SLA, the following support levels are provided by the Company:

- (a) **Level 2 Support**, consisting of the Company providing instructions to Customer Personnel to resolve hardware or software functionality issues that are not resolved by Level 1 Support and hardware failure replacements; and (**Level 2 Support Services**); and
- (b) **Level 3 Support**, consisting of Company Personnel investigating issues reported by the Customer (**Level 3 Support Services**).

6.2 **Level 1 Support** will be provided directly by the Customer and will consist of support services to ensure that physical issues reported by end users at the Site/Enterprise are addressed, such as cable connections and power switches, advanced client connectivity issues including, but not limited to, remote access to hospital networks, software diagnostics, advanced hardware diagnostics and error/audit log gathering and reviewing and all IT infrastructure related issues. If Customer cannot resolve Level 1 Support issues, the Customer/Customer's Personnel must escalate the issue in accordance with clause 6.7 of this SLA.

6.3 As soon as reasonably practicable prior to the first use of the Products and/or Hardware at a Site/s, the Customer must appoint **Designated Contacts** as primary liaisons between the Customer and the Company for Support Services. Customer shall notify the Company whenever a Designated Contact's responsibilities are transferred to another individual and that individual must be appointed as an additional **Designated Contact**.

6.4 Designated Contacts shall be responsible for:

- (a) providing Level 1 Support Services to the Customer;
- (b) overseeing Customer's Support Services case activity,
- (c) developing and deploying troubleshooting processes within Customer's organisation, including in relation to internal networks;
- (d) system administration functions through the Admin module.

6.5 Customer shall ensure that Designated Contacts:

- (a) have completed, at a minimum, the basic Product Support Services administration course which is included as part of the initial system implementation;
- (b) have completed any supplemental training appropriate for the Designated Contact's specific role or Customer's usage of the Support Services;
- (c) are knowledgeable about the applicable Support Services in order to help resolve, and to assist the Company in analysing and resolving technical issues, and
- (d) have a basic understanding of any problem that is the subject of a case, and the ability to reproduce the problem in order to assist the Company in diagnosing and triaging it.

- 6.6 The Designated Contacts must provide Level 1 Support Services to users in relation to hardware and software problems encountered by users prior to contacting the Company for Level 2 Support Services. Level 2 Support Services will be provided by the Company's appointed channel partner in the relevant Jurisdiction (**Channel Partner**) (if the Company is operating under Channel Partner model) or the Company's Support Services team (in either case, the **Centre of Excellence**) on an as required basis. If the Company has appointed a Channel Partner, all references to the **Company** or the **Centre of Excellence** in this SLA must be construed as referring to the applicable **Channel Partner**.
- 6.7 Where the Customer Support Team believes Level 1 Support Services require escalation to Level 2 or Level 3 Support Services, the Customer Support Team will contact the Centre of Excellence using the Communication Channels outlined in clause 6.1 of this SLA. The Customer Support Team must provide a Severity categorisation at the time the problem is escalated to the Centre of Excellence, utilising the table at clause 7.1 of this SLA. If the Company believes the Severity assigned to the problem by the Customer Support Team is inaccurate, the Company will in negotiation with the Customer re-categorise the problem as a different Severity.
- 6.8 The Customer Support Team must use the communication channel specified in column 3 of the table in clause 7.1 of this SLA when escalating a problem to Level 2 or Level 3 Support Services. Where the Communication Channel is specified in clause 7.1 as 'Telephone', the Customer Support Team must also follow up by logging the case in the Online Portal as per clause 6.1 of this SLA.
- 6.9 The Centre of Excellence will acknowledge receipt of the problem to the Customer Support Team within the Initial Response Time identified in column 2 of the table of clause 8.1 of this SLA from the Company's logging of the Support Services request.

## 7 Communication Channels

- 7.1 The following communication channels must be used to contact the Company:

Channel	Description	Availability
Online Portal	The online portal is available 24 hours a day, 7 days a week apart from scheduled maintenance outage windows. Cases are Severity-routed to the appropriate service delivery team.	At all times
Telephone	Telephone support in English is available 24 hours a day, 7 days a week. During business hours, transferred immediately to Company support. Out of hours' details are recorded and on-call support notified. On-call support will contact Customer within Target Initial Response Time indicated in column 2 of the table in clause 4.1 of this SLA.  A complete list of telephone numbers is available on our website <a href="http://www.getzclinical.com">www.getzclinical.com</a> .	At all times
Email	Company support email address is <a href="mailto:support@getzclinical.com">support@getzclinical.com</a>	At all times

## 8 Severity Definitions

- 8.1 For the purposes of clause 6.6 of this SLA, the Customer must use the following Severity definitions when escalating a problem to the Centre of Excellence:

Severity	Description	Communication Channel
Severity 1 (Total System Failure)	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available.  Example: Complete failure of Getz Clinical services;	Telephone
Severity 2 (Substantial System Failure)	Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation.  Example: Failure of a single or multiple Getz Clinical services, but not all services	Telephone

Severity 3 (Limited Impact)	System performance issue or bug affecting some but not all users.  Short-term workaround is available, but not scalable. Includes hardware failure.  Examples: A single Getz Touch device is not synchronising, a Getz Touch device has a hardware fault whereby it can no longer be used and a software issue that prevents a case from being viewed or completed	Online Portal
Severity 4 (Slight Impact)	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.  Example: New feature requested that is an enhancement to the current system and another way to achieve the end result is available.	Online Portal

**9 Target Response Times**

9.1 The Company agrees to use its best endeavours to meet the following Target Initial Response Times for problems which are allocated a Severity and escalated by the Customer in accordance with this SLA:

Target Initial Response Time by Severity	
Severity Level	Target Initial Response Time
1	1 hour <sup>1</sup>
2	2 hours <sup>1</sup>
3	4 business hours <sup>2</sup>
4	8 business hours <sup>2</sup>

<sup>1</sup> Severity 1 and 2 Target Initial Response Times will apply 24 hours 7 days a week, including weekends and holidays. Severity Level 1 cases must be submitted via telephone as described in the table set out at clause 3.1 in this SLA. Severity Level 1 and 2 Target Initial Response times do not apply where cases submitted via email.

<sup>2</sup> Severity 3 and 4 Target Initial Response Times will apply during local business hours only. Severity 3 and 4 Target Initial Response Times do not apply on weekends and holidays (in the place to where the Support Services are provided), and do not apply where cases submitted via e-mail.

**10 Escalation Matrix**

10.1 The table below outlines the escalation contacts available to Customer if the Customer does not receive a satisfactory response to the escalation of Support Services under this SLA.

Level	Title
First level	Account Manager
Second level	Getz Clinical Service Delivery Manager
Third level	Getz Clinical Chief Client Officer

**11 Additional Charge**

11.1 If the Customer submits a support request to the Company in accordance with this SLA and the Company determines, after investigating the problem, that the cause of the problem is Customer or user error, including any of the circumstances identified in clause 4 above, the Company agrees to provide Support Services to the Customer to resolve the identified issues for an Additional Charge. The Company will notify the Customer of the Additional Charge and the Customer agrees to pay for such Additional Charge within 30 days of receiving an invoice from the Company.