



crosschecker

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Service Level Agreement

The purpose of this document is to define the Service Level Agreement (SLA) for the maintenance and support of the Hosting Service ("Service"). Service Level Agreements are used as a tool to measure and guide Licensor and Licensee in achieving the goals for effective service delivery of all licensed applications ("Software") to the Licensee. Licensor ("THR Consulting PTY LTD") is providing Licensee ("Customer") with the capability to run the Software in a hosted environment. Licensor may choose to work with other Internet or Application Server service providers in providing its Service to Licensee. The Licensor reserves the right to amend the SLA at any time without notice.

1. The Hosting Service

Specifically, the licensor will provide the following:

- a. **Application Administration**
Software installation and software updates (patches, upgrades, support, and maintenance)
- b. **Technical Support**
Email and Online Service Desk support during coverage hours, with 24x7 access to Online Service Desk.
- c. **Service Management**
Client activation, security monitoring, change control, problem management, and escalation procedures.
- d. **System Administration**
System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning.
- e. **Network Administration**
Network provisioning, monitoring, response, repair, security, utilization management and capacity planning.
- f. **Data backup and retention**
Backups of Licensee data.

Licensee is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.



2. Non-Hosting Services

- Consulting Services
- Training Services
- Development Services
- Data Conversion Services

Please contact your Crosschecker Account Manager for a full description of our service offerings and associated costs.

3. Server Environment

3.1 Location

Crosschecker production servers are hosted within Microsoft Azure Australian Data Centre's. For information relating to Microsoft Cloud click [here](#)

3.2 Security

Licensor ensures that Licensee data is protected with physical security, data encryption, user authentication, application security, and more. Specific measures include:

- All Crosschecker servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- All Licensee data is stored in Microsoft SQL Databases.

4. Service Measures

4.1 Quotas

The following quotas for disk and bandwidth usage are applied:

a. **Data Storage quota:**

Licensee's data storage is size calculated based on the service tier.

<i>Users</i>	Total Tenant Available Data Storage
<i>2 users</i>	2GB
<i>25 users</i>	25GB
<i>50 users</i>	50GB
<i>100 users</i>	100GB

Additional disk space may be purchased separately or otherwise agreed with the Licensor

b. **Bandwidth quota (for files uploaded by users):**

No Bandwidth restrictions.



4.2 Data retention

All Licensee Tenant data will be retained for 30 days following the date of cancellation of paid subscription.

Licensee can request a data extraction of their Tenant data during the 30 days following the cancellation of their service.

Please contact your Crosschecker Account Manager for a full description of this service offering and associated costs.

4.3 Availability

The following availability will be maintained:

<i>Measurement</i>	<i>Definition</i>	<i>Licensor SLA</i>
<i>Software Availability</i>	The periods of time that the Software is available for use by the Licensee not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
<i>User Response Time</i>	The time it takes for the Software to complete a user request and return a response	Because of many external factors involved in this measurement, the response time cannot be specified.
<i>Backups</i>	Licensee data as well as application installation backups	Full database backups are performed every evening between the hours of 1am – 3am AEST. Two copies of the backups are retained. Backup files will be retained for 14 days.
<i>Restoration of Services</i>	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure,	Licensor will restore services at alternate location within 3 business days
<i>Maximum Restore Age</i>	It is the maximum age of the data should we need to restore production data from backup.	No More than 48 hours.
<i>Problem Response Time</i>	Provision of user support. Primary Coverage will be 9am-5pm Licensee's local time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr or less / total number of issues. For example if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.
<i>Problem Correction</i>	Provision of any correction for a reproducible error in the application. Primary support hours for error correction will be 9am-5pm local time Monday through Friday, excluding statutory holidays. The table below outlines the severity levels and the response and resolution time commitments for each.	



4.4 Priority Levels

<i>Priority Level</i>	Problem Description	Initial Response SLA	Target Resolution Time SLA	Commitment
<i>Priority 1</i>	<p>The Problem causes complete loss of service. Work cannot reasonably continue as the feature or function does not allow completion of work and its operation is mission critical to the business.</p> <p>Examples: Majority or all of the users are unable to use the application.</p>	2 hours during Primary Coverage hours	Worked on Continuously until a solutions found, however, targeting an 16 hour resolution time or until a viable workaround can be applied	<p>The problem will be worked on until fixed or a reasonable workaround is applied.</p> <p>Updates will be provided to the Licensee every 4 hours.</p>
<i>Priority 2</i>	<p>The problem causes important loss of service. A major software function is experiencing a reproducible problem that causes a major inconvenience to the Licensee.</p> <p>An acceptable workaround may or may not be available, however, operation can continue in a restricted fashion. The current release should be patched if a permanent workaround</p>	8 hours during Primary Coverage hours.	5 Business Days	<p>The problem will be worked on until fixed or a reasonable workaround is applied.</p> <p>Updates will be provided at the end of every day.</p>
<i>Priority 3</i>	<p>The Problem causes minor loss of service or is a minor error. The impact is an inconvenience that may require a workaround to restore functionality or is a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system.</p>	24 hours during Primary Coverage hours.	Future Release.	Licenser will work with Licensee to mutually prioritize and schedule resolutions into regular release cycles.



4.5 Downtime / Maintenance

Licensor periodically adds, repairs, and upgrades the data centre network, hardware and the Software and shall use its best efforts to accomplish this without affecting the Licensee’s access to any Software; however, repairs of an emergency or critical nature may result in the Service not being available for the Licensee’s usage during the course of such repairs. Licensor reserves the right to take down the server(s) at the data centre in order to conduct routine maintenance to both software and hardware according to the following protocols;

<i>Item</i>	Description	Commitment
<i>Standard Maintenance Window</i>		Wed: 12am – 1am Sun: 12am – 3am
<i>Scheduled Uploads</i>	Regular planned uploads of new functionality will take place during the standard maintenance window.	<ul style="list-style-type: none"> ▪ Minimum of 10 days’ Notice prior to the upload going into the production environment. ▪ A message will be displayed on the main site stating Licensor will be down.
<i>Scheduled Maintenance</i>	Routine, scheduled maintenance will performed inside the maintenance window.	<ul style="list-style-type: none"> ▪ A message will be displayed on the main site stating Licensor will be down.
<i>Non-Scheduled/Emergency Maintenance</i>	May be performed outside the maintenance window and will be counted as unscheduled downtime.	<ul style="list-style-type: none"> ▪ Licensee will be notified immediately ▪ A message will be displayed on the main site stating Licensor will be down.

5. Compatibility with New Software

Licensee consents and acknowledges that prior to upgrading third party software, the Licensee is solely responsible to verify and insure that such third-party software is compatible with their current or future versions of Software. The most significant applications which the Licensee should carefully check for compatibility before upgrading are: new versions of operating systems, web browsers, or any other third party tools used by or integrated into the Licensee’s environment. Licensor will not be responsible for any failures or malfunctions’ resulting from such upgrade and reserves the right not to provide support for such installations.

6. Support Discontinuance

Licensor agrees to support the Licensee whilst they remain a current paid subscription holder. Support will discontinue when the licensee is in arrears.



7. Limitation of the SLA

The SLA expressly excludes the following:

- a. Training
- b. Customer data set up and configuration
- c. Installation, configuration and technical support for Licensee equipment or operating systems
- d. Technical support, consultation or problem resolution pertaining to software applications other than those supplied by Licensor and described in this Agreement
- e. Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide
- f. Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Licensee or any party other than Licensor
- g. Any alterations or additions, performed by parties other than Licensor, except for programs using product interfaces provided by Licensor
- h. Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide
- i. Maintenance and support for non-production environments and sand boxes
- j. Data migration

If Licensee requires that a member of Licensor's staff provide services pertaining to any of the above exclusion which are not included as part of the SLA, Licensee hereby agrees to pay Licensor for these services according to the daily support service rate then in effect, prorated hourly.