# **Realview Service Level Agreement**

## Maintenance and Support Services Provided by Realview

### a. Phone / Email Support

Realview has a team of people dedicated to the success of our customers. This team includes Technical Account Management, Technical Support, Professional Services and Operations resources. Realview personnel will be available to answer questions and otherwise assist Customer in troubleshooting problems which may occur in the day-to-day running of the covered services.

Technical Support is available 24x7 for Severity 1 and Severity 2 issues. Severity 3-5 items are handled between 9:00 AM and 5:00 PM Australia Eastern Standard Time Monday through Friday, during Realview business days. (See below for defined "Severity" issues).

Contacts during business hours (for all issues) support@realview.com.au

+61 2 9299 1788

Contacts after business hours (for Severity 1 and 2 issues)

+61 2 800 45679 – this number will divert to the mobile of the on call technician.

**Escalation Contacts (for all issues)** 

Derek Chan - CTO +61 417 713 718

Richard Lindley – CEO +61 405 327 560

#### b. Problem Notification and Emergency Outages

Realview will notify Customer personnel immediately regarding any major outages or any unplanned maintenance procedures.

#### c. Maintenance and Support

Realview will use its reasonable commercial efforts employing industry standards to maintain and monitor the health of all the necessary hardware, software, bandwidth and other facilities and equipment necessary to provide Customer with the covered services in accordance with the terms of the agreement.

#### d. Problem Classifications and Definitions

A problem is a defect in the accessibility or performance of a function or component of the Realview software which had previously performed as expected. Problems do not include issues caused by network modification(s) by Customer unless such modifications were approved by Realview. Problem severity will be determined by Customer and Realview using the following guideline:

Severity Level	<b>Problem Severity</b>	Description
1	Critical	The entire application is inoperable and/or inaccessible and/or data within the solution appears to have been corrupted and no work-around is available.
2	High	The application is available; however, major key functional areas of the solution are inoperable, severely limiting the customer's ability to effectively use the product.
3	Medium	The application is available and all key aspects of the solution are operational, however, a non-critical component of the solution is impaired.
4	Low	The application is available and all aspects of the solution are operational, however, a process level issue is encountered. The issue can be avoided as a viable work around exits.
5	Informational	General questions on product functionality and capabilities that are not urgent and time sensitive.

### e. Problem Escalation and Resolution Criteria

Resolution will be provided by Realview in accordance with the following criteria, and tracked on a case by case basis.

### **Response Time**

Response Time means the elapsed time from the time Realview receives notification of an incident/error from Customer until Realview technical support notifies Customer that Realview has begun to provide assistance.

Realview will make commercially reasonable efforts to response to incidents as follows:

Severity Level	<b>Problem Severity</b>	Response Time
1	Critical	within 1 hour, communications every 30 minutes
2	High	within 4 hours, communications every 2 hours
3	Medium	within 24 hours
4	Low	within 3 days
5	Informational	within 7 business days

## **Verification Time**

Realview will make commercially reasonable efforts to verify incidents as follows:

Severity Level	<b>Problem Severity</b>	Response Time
1	Critical	Beginning immediately upon receipt of issue and completing within 1 hour.
2	High	Beginning immediately upon receipt of issue and completing within 4 hours.
3	Medium	Beginning within 48 hours upon receipt of issue and completing within 72 hours.
4	Low	Beginning within 48 hours upon receipt of issue and completing within 72 hours.
5	Informational	Not Applicable

#### **Problem Resolution**

Realview will make commercially reasonable efforts to provide a resolution to a reported problem as follows:

Severity Level	<b>Problem Severity</b>	Response Time
1	Critical	Work-around or software patch provided as soon as possible
		after issue verification.
2	High	Work-around or software patch provided as soon as possible
		after issue verification.
3	Medium	A work-around will be provided if one is available, otherwise if
		any software fixes are required, they will be delivered in the
		next scheduled minor or major release, normally within 1
		month or less.
4	Low	A work-around will be provided if one is available, otherwise if
		any software fixes are required, they will be delivered in the
		next scheduled minor or major release, normally within 1
		month or less.
5	Informational	Not Applicable

# **Uptime Guarantee**

Realview guarantees that its network will be available 99.9% of the time in a given month, excluding scheduled and unscheduled maintenance. Network uptime includes functioning of all network infrastructure including routers, switches and cabling. Network downtime exists when a particular customer is unable to transmit and receive data and is measured from the time the trouble ticket is opened or Realview network monitoring detects a problem.

Realview guarantees that its servers will be available 99.9% of the time in a given month, excluding scheduled and unscheduled maintenance. Server uptime includes functioning of customer facing websites. Server downtime exists when a particular customer is unable view their website and is measured from the time the trouble ticket is opened or Realview website monitoring detects a problem.

Network and Server uptime guarantees do not apply where Network or Server downtime is caused by or associated with any of the items listed under Service Credit and Uptime Guarantee Exceptions (below).

#### **Service Credit**

Subject to the terms and conditions of this SLA, Realview will provide service credits for any failures to meet its stated uptime guarantee.

(1) If the Service does not achieve a 99.9% uptime level, Realview will provide Customer with a "100% Service Credit" as described below.

(2) A "100% Service Credit" is a credit equivalent to the Customer's fees for the impacted month divided by 720 (hours in a month), multiplied by the number of hours of the failure that exceeds the 99.9% uptime level.

Notwithstanding anything in this SLA to the contrary, the total amount credited to a Customer in connection with any calendar month will not exceed one hundred percent (100%) of Customer's fees paid by the Customer for such month. All credits are calculated on the basis of a thirty (30) day month.

Service credits shall not be available for Customers that are in breach of the Realview Service Agreement, including, but not limited to, breach for non-payment.

## **Service Credit and Uptime Guarantee Exceptions**

Customer shall not receive any credits under this SLA, and Uptime Guarantees do not apply, in connection with any Realview Service Outage or downtime caused by or associated with:

- Circumstances beyond Realview's reasonable control including, but not limited to, acts of
  any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other
  labour disturbance, interruption of or delay in transportation, unavailability of or
  interruption or delay in telecommunications or third party services, failure of third party
  software or inability to obtain raw materials, supplies, or power used in or equipment
  needed for provision of the Realview SLA.
- DNS issues outside the direct control of Realview.
- Scheduled maintenance and emergency maintenance and upgrades.
- Failure or unavailability of hardware that is provided or controlled by customer or end user.
- Failure or unavailability of software that is provided or controlled by customer or end user including, but not limited to, customer web services.
- Failure or unavailability of software applications or code that are provided to Realview by Customer, or the interactions of these items.
- Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, wilful misconduct, or use of the Realview services in breach of the Realview Service Agreement or Realview's Acceptable Use Policy.

- False SLA breaches reported as a result of outages or errors of any Realview measurement system.
- Failure of a service that is not covered or guaranteed by the Realview SLA, including, but not limited to PAC and ROPS.

## **Notification and Maintenance Windows**

Realview will endeavour to provide notification of any planned downtime, environment upgrades or updates to a customer's system with a minimum of 5 days notice. Realview will endeavour to perform any maintenance within our standard maintenance windows. Our standard maintenance windows are 9pm – 6am Australian EST.