



Service Level Agreement

For Altia Service(s)

This document in its current form is published online and made available by Altia at legal.altiacloud.com. A.pdf, Microsoft Word or printed version of this document may not be current and is provided as a signed copy, by Altia, for Customer(s) seeking 'point in time' referenceability against other documents, agreements or arrangements between the Customer and Altia.

Contents

1.	Introduction and General Notes	1
2.	Applicability and Exclusions of this SLA	2
3.	Definitions	3
4.	General Support Availability	3
5.	Our Service Level Commitment	43
6.	Visualisation of Section Seven (7)	5
7.	SLA Categories, Response and Resolution	5
8.	Contact Methods For Altia Service(s) Support	6
9.	The Customer Responsibility	6
10.	Response to Support Requests.....	7
11.	Limitations.....	8
12.	Disputes	28
	Point In Time Version Control	9

1. Introduction and General Notes

About this document. This Service Level Agreement (“SLA”) outlines the standard of performance expected when using Altia Service(s) and Altia Service(s) Support afforded under this Agreement, if Applicable. Altia’s SLA is Applicable to certain Customer(s) who are being provided Altia Service(s) under an SLA.

Definitions, terms and interpretation. In this document, defined terms are contained within the Altia Legal Definition Schedule (“**Definition Schedule**”). Words capitalised in error appearing as a Term, or where words are intentionally not defined as Term(s) but are perceived by a Party as potentially

being a Term, are to be given the meaning of the word, or words, in context, as determined by what a reasonable person, having been deemed responsibly capable for reviewing commercial agreement(s), would have understood the word(s). Definitions may be inferred from the subject of the section, and where appropriate, Terms may be defined 'in line' or their acronyms introduced.

Agreement Generalisation. The Agreement in its entirety is geographically, currency and Altia Service(s) generalised, to ensure consistency in legal and commercial agreement(s). There may be clause(s), sections or reference to the Agreement and/or Agreement Supplementary Material that are not relevant to a specific Agreement between Altia and a Customer. Section Two of this document, the Agreement and each referenced Agreement Supplementary Material outlines Applicability for Party(s) to determine if the clause(s), sections or referenced Agreement Supplementary Material are in scope of the Agreement.

Document Version. This document is made current at the date published and made available at <https://legal.altiacloud.com> (the "Reference Date"). The Reference Date determine(s) the Agreement entered into, which survives in perpetuity, through Order Form(s).

Altia's right to update, change or amend. Altia, from time to time, may update this document, the Agreement and Agreement Supplementary Material. If you are supplied Altia Service(s) by Altia, through an Agreement, you will be advised of changes to this Agreement or Agreement Supplementary Material through the '[Notices to Parties](#)' section of Altia's Master Services Agreement ("MSA"). Archived versions of Altia's MSA and any Agreement Supplementary Material form the Agreement against the Reference Date can be found at <https://legal.altiacloud.com>. If there are any disputes to clause(s) of this document, the Agreement or Agreement Supplementary Material as varied from the Reference Date, you may raise a dispute as per the '[Dispute Resolution](#)' section of Altia's MSA.

2. Applicability and Exclusions of this SLA

THIS SLA APPLIES TO TERMS AND CONDITIONS OUTLINED IN AN INITIATING ORDER, AND ANY SUBSEQUENT ORDER FORM, FORMING PART THE AGREEMENT FOR A NOMINATED ALTIA SERVICE(S), AND NOMINATED TERM (START AND END DATE). IN ALL INSTANCES GENERAL SUPPORT AS PER SECTION 4 APPLIES. THIS SLA, OR PARTS OF THIS SLA, DO NOT APPLY IF ANY OF THE FOLLOWING ARE MET.

- a) The Altia Service(s) are dependent upon services supplied by a Third Party Service Provider or Telecommunications Service Provider; or when

Customer Systems or Hardware is reasonably deemed to be the cause of the Support Incident.

- b) Altia Service(s) are consumed by the Customer through a Customer Owned Environment; unless the Altia Service(s) is consumed by the Customer through a Customer Hosted Supported Service.
- c) For any Altia Service(s) provided by Altia to a Customer free of charge during a specified or unspecified duration, including but not limited to Altia's Not for Profit Programs, or Evaluation Periods.
- d) Support Request(s) determined, by Altia, to be a training requirement, where a Technical Failing or Unavailable Time, is due to an end user action(s), or a reasonable lack of the expected end user's capability to interact with the Altia Service(s).
- e) The Altia Service(s) is an Excluded Altia Service, and a Support Request is raised by a Customer after 30-days of first receipt of the Excluded Altia Service(s), or 30-days after receiving an Altia Provided Update(s) to Excluded Altia Service(s).
- f) At times of Scheduled Maintenance.
- g) Limitations as outlined in section 9.

3. Definitions

Definitions in used in this Agreement are defined in Altia's Agreement Definition Schedule (**Or, "Definition Schedule"**).

4. General Support Availability

- a) General Altia Support. Altia Service(s) Support for incidents that do not amount to Unavailable Time, will be provided between Monday and Friday, 9a.m. and 5p.m. Greenwich Mean Time (**"GMT"**) and 8a.m. and 4p.m. Australian Eastern Standard Time (**"AEST"**).
- b) Additional Support. The Terms and Conditions outlined in the Order Form that correlates with the Altia Service(s) needing Altia Service(s) Support may offer added support hours. please speak to your account manager for more information.
- c) Updates and Improvements to Altia Service(s). From time to time, Altia may update Altia Service(s), including Excluded Altia Service(s) to add features, enhancements or rectify reported or identified Altia Service(s) deficiencies. These updates and improvements to Altia Service(s), may be made

available to Customer's at the sole discretion of Altia. This clause does not apply to Specified Software-as-a-Service ("**SaaS**") Altia Service(s), which are handled in accordance with clause 1.e) of this SLA.

5. Our Service Level Commitment

- a) Availability of Altia Service(s). Altia will take commercially reasonable efforts to avoid Unavailable Time for Altia Service(s) and aspire to 99% availability of Altia Service(s) for each calendar year. This aspirational availability does not include Scheduled Maintenance, or any Unavailable Time caused by Customer Systems or Hardware, Telecommunications Service Provider(s), or Third Party Service Provider(s).
- b) Availability of Altia Service(s) Support under this SLA. Altia Service(s) Support is available 24-hours per day, 7 days per week for incidents of Unavailable Time, in absence of a failing due to Customer Systems or Hardware.
- c) Third Party Affected Unavailable Time. If Unavailable Time is caused by a Third Party Service Provider or Telecommunications Service Provider, Altia will take commercially reasonable efforts to resolve the Unavailable Time by liaising directly with the Third Party Service Provider(s) or Telecommunications Service Provider(s). The Customer acknowledges and agrees that Altia is in no way responsible, or liable for a failure to meet service level commitments arising from the performance failures of one (or more) Third Party Service Provider; accepting Altia has no control of any Third Party Service Provider's ability, or willingness to supply an SLA identical to that of this SLA. Proactive Monitoring. Altia proactively monitors Unavailable Time, and may report results to Customer(s), on request.
- d) Response and Resolution. If a Support Request relates to a Technical Failing or Unavailable Time, Altia will use commercially reasonable efforts to resolve the Technical Failing or Unavailable Time in line with the Severity and impact reported. The Response and Resolution times to Technical Failings and Unavailable Time are outlined in clause 7.
- e) Updates and Improvements to Specified SaaS Altia Service(s). Specified SaaS Altia Service(s) are updated frequently, with additional features, functions, user experience enhancements, modules, capabilities and user interfaces. If Applicable under this SLA, changes to Altia Service(s) within updates may be made available to Customer's initially, for Acceptance Testing. Acceptance Testing is not conducted on the Customer's Altia Service(s) and is provided in a testing environment maintained by Altia to the Customer, free of charge. If beta and Acceptance Testing is successful, Specified SaaS Altia Service(s) supplied to a Customer Applicable to this SLA will receive the updates at no additional cost for the duration of the Terms

and Conditions in the correlating Order Form. If this is not accepted by a Customer, updates will be withheld.

- f) Included Professional Service(s) to Specified SaaS Altia Service(s). Customer(s) consuming Specified SaaS Altia Service(s), meeting Applicability as per section 2, are afforded Professional Services(s), in hours, as outlined in the Initiating Order, and/or any subsequent Order Form for fair and reasonable modifications, changes or Customer specific requirements to the Specified SaaS Altia Service(s).

6. Visualisation of Section Seven (7)

Ticket Priority	FRT	Resolve Within	Periodic Update	Pausable Update
Urgent	30 Minutes	4 Hours	30 Minutes	N/A
High	60 Minutes	Two Business Days	4 Hours	N/A
Normal	90 Minutes	Next Major Release	Nil	Two Days
Low	One Day	Release Consideration	Nil	N/A

7. SLA Categories, Response and Resolution

- a) **“Urgent” (or “Severity 1”)** means a request under this SLA is considered “Urgent (Severity 1)” if the nature of the Support Incident reported in the Support Request amounts to an interruption making a critical functionality inaccessible; or a complete network interruption causing a severe impact on Altia Service(s) availability in a Production Environment, and where there is no viable alternative, or workaround. In this definition is met, this is what you will expect from Altia:
- First Response Time within 30-minutes.
 - Resolution within 4-hours.
 - Periodic Updates every 30-minutes.
 - Pausable Updates are not Applicable.
- b) **“High” (or “Severity 2”)** means a request under this SLA is considered High (Severity 2) if the nature of the Support Incident reported in the Support Request amounts to critical functionality or network access being interrupted, degraded or unusable, having a severe impact on an Altia Service(s) availability in a Production Environment, with no acceptable alternative possible. In this definition is met, this is what you will expect from Altia:
- First Response Time within 60-minutes.
 - Resolution within two business days.

- Periodic Updates every 4-hours.
 - Pausable Update are not Applicable.
- c) **“Normal” (or “Severity 3”)** means a request under this SLA is considered Normal (Severity 3) if non-critical function(s) or procedure(s), are unusable or hard to use having an operational impact, but with no direct impact on the Altia Service(s) availability, with a potential workaround available. In this definition is met, this is what you will expect from Altia:
- First Response Time within 90-minutes.
 - Resolution within the next Major Release of that Altia Service.
 - Periodic Update are not provided.
 - Pausable Updates within two business days or when interaction is required.
- d) **“Low” (or “Severity 4”)** means a request under this SLA is considered Low (Severity 4) if a desired end user procedure, function or process is unworkable or unusable, while the Altia Service(s) are functioning as intended or agreed, and where a workaround is available, or a repair is possible. This is also referred considered feedback, and in this definition is met, this is what you will expect from Altia:
- First Response Time within one business day.
 - Resolved by consideration given, but no guarantee, for a future release.
 - Periodic Updates are not provided.
 - Pausable Updates are not Applicable.

8. Contact Methods For Altia Service(s) Support

- a) Altia Service(s) Support is available from the United Kingdom, & Australia; and are contactable by the following means:
- By calling +44 (0) 330 808 8600 if their time zone more is closely aligned to the United Kingdom (GMT) time, rather than Australian (AEST) time.
 - By calling +61 370 654 120 if their time zone more is closely aligned to Australian (AEST) time, rather than United Kingdom (GMT) time.
 - Through the Altia's website at portal.altia-abm.com.
 - By email to support@altiaintel.com.

9. The Customer Responsibility

- a) In the event the Customer identifies Unavailable Time or Technical Failing, the Customer must report the matter to Altia within 24-hours of the Unavailable Time or Technical Failing occurring, by a method outlined in clause 8.
- b) All cases considered by the Customer to meet the definition of Urgent or High under this SLA reported by email or through the Altia website must also be reported by the Customer to Altia by phoning either +44 (0) 330 808 8600 (United Kingdom), or +61 370 654 120 (Australia). This is to mitigate delays in triaging the Support Request.
- c) Support Requests must include all available information to aid Altia in understanding the Support Incident, and/or diagnose the cause of the Unavailable Time, or Technical Failing. The Customer must supply their own justified assessment of Support Incident's Severity based on the nature of the Support Incident reported, as outlined in clause 7.
- d) If Applicable, and as nominated in the Terms and Conditions of the Order Form; Support Requests must only be submitted by Customer Personnel who have participated in Altia's required training program.
- e) If Applicable, and as nominated in the Terms and Conditions of the Order Form; the Customer must provide Altia with names of Customer Personnel (in writing), and update such information on an ongoing basis, by email to support@altiaintel.com.
- f) The Customer may be required to facilitate and/or grant remote electronic, or physical access to the Altia Service(s), and/or any Customer Systems or Hardware, supporting the Altia Service(s).
- g) The Customer shall cooperate with Altia (in compliance with their jurisdictions relevant privacy, information security, and/or data protection policies, procedures, legislation, and/or guidelines), and supply access to all documentation, diagnostics programs, operating systems, utilities, application programs and, as considered necessary by Altia, to access the Altia Service(s) on Customer Systems or Hardware, supporting the Altia Service(s).
- h) The Customer shall also use best efforts to supply a reconstruction of the Technical Failing, or a demonstration of Unavailable Time, or both.

10. Response to Support Requests

- a) On receiving a Support Request, Altia will make the best efforts to:
 - Provide a reference number to the Customer.

- Make reasonable attempts to contact the Customer to establish any further details needed, and/or make best efforts to resolve the request immediately.
 - Make reasonable efforts to resolve the Support Request, as per this SLA.
- b) Altia may propose a 'workaround' for the Support Request as a Resolution, or while Altia continues to achieve a Resolution.
- c) Altia will endeavour to achieve Resolution to all Support Requests within a prompt manner. While clause 7 identifies aspirational and measurable commitments; there can be no guarantee to specific Response times, problem Resolution times or Resolution outcomes in respect of a Support Request; due to the uniqueness of many Support Requests.

11. Limitations

In addition to section 2, this SLA and any Applicable commitments do not apply to any performance or Unavailable Time issues:

- a) Caused by The Customer's use of the Altia Service(s) after Altia recommended that the Customer change the Customer's use of the Altia Service(s) if the Customer did not change their use as advised.
- b) During us of, or with respect to, Altia Service(s) that are not Production Release(s), or in Protection Environment(s), referred to as either (but not limited to), preview, pre-release, beta or trial versions of Altia Service(s), a feature or function (as decided by Altia).
- c) That result from the Customer's unauthorised action or lack of action when required, or from Customer Personnel, agents, contractors or vendors or anyone gaining access to the Altia Service(s) by means of the Customer's passwords or equipment, or otherwise resulting from the Customer's failure to follow appropriate security practices, or any breach or relevant inclusions of Altia's MSA (including any referenced attachments, annexures or schedules).
- d) That result from the Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or the Customer's use of the Altia Service(s) in a manner inconsistent with the features and functionality of the Altia Service(s) (for example,

attempts to perform operations that are not supported) or are inconsistent with what Altia advertise for the Altia Service(s).

- e) Resulting from faulty input, instructions, or arguments (for example, requests to access files that do not exist).
- f) Resulting from the Customer's attempts to perform operations that exceed advertised functionality, prescribed quotas or that result from suspected abusive behaviour.
- g) For Altia Service(s) not paid for, at the time of the Support Incident.

12. Disputes

Any disputes relating to this SLA, or Altia's performance against this SLA, are to be raised in writing, within a reasonable time and in sufficient detail, with sufficient evidence to legal@altiaintel.com.

Point In Time Version Control

This document was uploaded to legal.altiacloud.com at 5:25am on 8 August 2022, as current, by Altia's Chief Information Officer. No prior version was available or archived.

Brice Neilson
Chief Information Officer
Altia | info@altiaintel.com