

ProcurePro SaaS Service Level Agreement



Last updated: 4 January 2021

1. SERVICE LEVEL AGREEMENT

1.1 Definitions

The following terms have a particular meaning:

- (a) **Service Credits** means the service credits available to the Customer under clause 1.3 in respect of Supplier's failure to achieve the Uptime Percentage.
- (b) **Service Outage** means an instance in which the Customer is unable to access ProcurePro due to a failure of ProcurePro for more than 15 consecutive minutes and notifies the Supplier of such within 24 hours of the service outage.
- (c) **Support Hours** means on Business Days from 9:00am - 5:00pm Australian Eastern Daylight Time.
- (d) **Support Time** means 4 hours per calendar month.
- (e) **Uptime Percentage** means 99.5% free from Service Outages, calculated on a calendar monthly basis solely on the Supplier's monitoring systems or authorised external monitoring services, excluding any down time due to any of the factors listed under clause 1.2(b).

1.2 Uptime

- (a) The Supplier will use commercially reasonable endeavours to maintain the availability of ProcurePro to the Uptime Percentage.
- (b) The Supplier is not liable in any way, including for Service Credits, for failure to meet the Uptime Percentage where resolution is delayed due to factors beyond the Supplier's reasonable control, including but not limited to:
 - (i) a Force Majeure Event;
 - (ii) failure of a Third Party Service or third party supplied telecommunication service;
 - (iii) scheduled or emergency maintenance services;
 - (iv) hardware failure outside the control of the Supplier;
 - (v) software and/or operating system bugs or flaws outside the control of the Supplier;
 - (vi) DNS issues not within the direct control of the Supplier;
 - (vii) network floods, hacks, attacks, viruses, malware from third parties or individuals;
 - (viii) failure or error of any of the Supplier's monitoring or measurement system outside the control of the Supplier;
 - (ix) a technology issue originating from the acts or omissions of the Customer; or
 - (x) a backbone peering point issue.
- (c) The payment of Service Credits is the Customer's sole and exclusive remedy for any failure to reach the Uptime Percentage.

1.3 Service Credits

- (a) If Customer wishes to claim a Service Credit in respect of a failure of Supplier to meet the Uptime Percentage, the Customer must notify the Supplier by emailing notices@procurepro.co within five Business Days of the end of the calendar month to which the claim relates. Failure to notify within 5 Business Days will mean that no Service Credit is applicable.
- (b) If the Customer is entitled to claim Service Credits from the Supplier, then subject to clause 1.2(b), the Customer may recover Service Credits based on the following formula:

Service Availability %	Total Downtime in a calendar month	Credit % of the monthly Fees
99.50 to 100.00%	0 to 90 minutes	0%
97.58% to 99.49%	90 minutes to 18 hours	5%

Service Availability %	Total Downtime in a calendar month	Credit % of the monthly Fees
95.70% to 97.57%	19 hours to 32 hours	10%
92.47% to 95.69%	32 hours to 56 hours	12.5%
89.25% to 92.46%	56 hours to 80 hours	15%
89.24% and below	More than 80 hours	20%

- (c) If Service Credits are recovered by Customer in accordance with this clause 1.3 in any month during the Term, then Supplier must set-off the amount of such Service Credits against any Fees payable by Customer in the next monthly invoice rendered by Supplier. No accrued Service Credits are redeemable for cash at termination or expiration of this Agreement, which will be cancelled at termination or expiration.

1.4 Incident Severity & Response Times

- (a) The Supplier shall classify the severity of incidents and respond as follows:

Severity	Definition	Target Response Time	Target Resolution Time
Urgent (Level 1)	Customer experiences a complete loss of use of ProcurePro. In cases where the failure extends beyond the operation of ProcurePro, the Customer has made every effort to troubleshoot the problem and ProcurePro has been identified as the root cause.	1 hours	4 hours
Medium (Level 2)	Customer experiences a severe loss of use of ProcurePro. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	4 hours	8 hours
Low (Level 3)	Customer experiences a minor loss of use of ProcurePro. The impact is an inconvenience, which may require a workaround to restore functionality.	1 Business Day	3 Business Days

- (b) The Supplier will endeavour to meet the targeted resolution times, but cannot be held accountable where the resolution of an incident is delayed due to factors beyond the Supplier's reasonable control, including but not limited to:
 - (i) delays in receiving responses or information relevant to the resolution from the Customer, Related Customer or their related entities;
 - (ii) delays caused by the time taken to restore data from backups;
 - (iii) delays in the restoration of Third Party Services;
 - (iv) delays in the availability of new or replacement equipment; or
 - (v) delays in the provision of services, ProcurePro or equipment from third parties that are providing services, software or equipment directly to Customer.

1.5 Maintenance Services

The Supplier will use commercially reasonable endeavours to provide:

- (a) routine enhancements, other modifications and updates to ProcurePro; and
- (b) bug fixes, the removal or elimination of other faults or errors in the operation and functionality of ProcurePro.

1.6 Support Services

- (a) The Supplier will provide reasonable technical support to the Customer via the Documentation and during the Support Hours via the help centre in ProcurePro or by emailing support@procurepro.co (**Support Services**).
- (b) The Supplier may change the Support Hours by providing the Customer with reasonable notice, provided that the availability of the Support Services shall not be less than 40 hours in any regular working week.
- (c) Fees will not be charged for answering the Customer's support questions regarding performance or use of ProcurePro, up to a maximum of the included Support Time in an Order Form. Thereafter the Fees will be charged hourly at the Supplier's Professional Services Rate.

- (d) The Supplier shall not be obliged to provide the following services, which fall outside of the scope of the Support Services to be provided under this Agreement:
 - (i) Support Services and Maintenance Services for ProcurePro, or any part of ProcurePro, which has been modified by a person other than the Supplier;
 - (ii) services which may be required due to any malfunction of any Customer hardware;
 - (iii) support of any database products, software, accessories, attachments, hardware, machines, systems or any other devices not supplied by Supplier to the Customer;
 - (iv) any on site related work and activities (including reasonable travel expenses incurred by the Supplier); and
 - (v) attending to faults or errors in ProcurePro which are caused by the utilisation of ProcurePro outside of the Documentation.