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Service Level Agreement

INX Software

Date: June 2024

v 1.02

JUNE 2024

1. Introduction

- 1.1 This Service Level Agreement (SLA) covers the following INX Products and Services; INX Suite, INX SAM Suite including INX+Advanced Cleaning, INX Sitepass, INX Assessor, Hosted Moodle and INX Preserve
- 1.2 INX Software may vary this SLA if reasonably required for technical, operational, or commercial reasons provided such variation does not have a material adverse effect on the Customer.

Version	Name	Description	Date
1	Charlotte Whyatt	Rebrand and update	November 2022
2	Charlotte Whyatt	Review and update	December 2022
3	Charlotte Whyatt	Review and update service credits	June 2024

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2. Definitions

2.1 Unless the context indicates otherwise, the meanings of the terms used in this SLA are set out below:

- **Application Support Business Hours** are 24 hours Monday to Friday, except on Australian National Public Holidays when Application Support is provided for critical (Priority 1) Incidents only.
- **After Hours Support** means the Support provided by INX Application Support outside of the Application Support Business Hours.
- **Authorised Customer Systems Administrator** means those employees of the Customer which have been identified and agreed to be able to generate Support Tickets.
- **Availability** means percentage of time the INX Application is available in a calendar month, less any time the application is unavailable or unusable. Scheduled maintenance and scheduled outages are not included in the unavailable time.
- **Incident** is defined as any issue that affects normal operation of the INX Application. For example, the INX application generating an error or not operating as per specification.
- **INX Application** means the software made available by INX to the Customer under the Agreement as specified in a Service Order.
- **INX Escalation Matrix** is a matrix that provides the escalation levels within INX and the relevant contact details.
- **INX Suite** is a collective term for the INX Suite of Products & Services including INX Suite Platform, INX InControl, INX InFlight, INX+Process, INX InTuition, INX+BI, INX InViron, INX InHealth, INX InForm, INX+LMS and the Moodle Integration Service.
- **Major Incident** is defined as a significant interruption to the availability and usability of the INX Application for one or more INX Customers.
- **Subscription Fee** means the monthly reoccurring fees payable by the Customer specified in the Service Order.
- **Priority** means the priority level assigned to an Incident based on the impact and urgency of the issue.
- **Release** means updates to the INX Application released by INX that may include enhancements, new features, bug fixes, security updates or other improvements.
- **Request** where a Customer asks INX for assistance for an activity that is not incident related. Typical examples are requests:
 - 'How to' use the INX Application to complete an activity. These are training related requests.
 - For INX to undertake an activity on behalf of the Customer, such as bulk set up of new users. These requests may be chargeable.
- **Resolution** in respect of an Incident or Request, means rectifying, resolving or fulfilling that Incident or Request (as applicable).
- **Response** means the initial response provided to the Customer in relation to an Incident or Request reported to INX Application Support and achieved once a Support Ticket has been assigned to an Application Support Analyst.
- **INX SAM Suite** is a collective term for INX SAM Suite products including SAM, Workflow, Workforce Kiosk and Workforce reporting.

- **Scheduled Maintenance** means the planned periods when INX or its suppliers, performance maintenance activities resulting in the INX Application being unavailable or impaired due to such activity.
- **Scheduled Maintenance Window** is the set period INX will carry out scheduled maintenance.
- **Service Credit** means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.
- **Service Levels** means the service levels offered by INX in respect of the Support and Maintenance Services, as detailed in this SLA.
- **Software Services** means the provision of any SaaS Services or Hosting Services (or both), as the case may be, as specified in the Service Order.
- **Support & Maintenance Services** means the provision of technical support and related services.
- **Support & Maintenance Service Tier** means the level of engagement INX provides for Support & Maintenance Services, as specified in a Service Order.
- **Support Ticket** is a collective term for Incidents and Requests.

3. Support & Maintenance Services

INX offers two Support & Maintenance Services Tiers, Standard and Premium.

Standard Support & Maintenance inclusions

3.1. The Standard Support & Maintenance Services provided under this SLA include the following:

- Access to INX Application Support for the provision of Application Support Services;
- Standard Service Levels for Application Support;
- INX Application maintenance in the form of a Release;
- Maintenance of support documentation in the form of release notes;
- Resolution of data quality issues brought about by INX system functionality;
- INX Application performance monitoring; and
- An auditable list of all submitted Support Tickets.

Standard Support & Maintenance exclusions

3.2 The Standard Support & Maintenance Services provided under this SLA exclude any services other than those specified in section 3.1.

3.3 Without limiting the generality of section 3.2, and notwithstanding section 3.1, the following are not included in the Support & Maintenance Services provided under this SLA:

- Implementation of changes into production, except with sign off by the Customer;
- Infrastructure requirements except where the system is hosted by INX;
- Development of enhancements or new features outside of the Product roadmap;
- Consultancy to the Customer;
- Resolution of data quality issues brought about through user actions and or data input;
- Training requests for assistance which are related to the user's understanding of the functionality of the system;
- Preparation of Customer change management documentation and associated project meetings;
- The deployment and consulting services for the installation of a Release via a version upgrade (INX Suite only);
- Scoping activities for consulting services;
- Integration of the INX Application to Customer Applications;
- Data uploads and cleansing of existing or new data;
- Data extracts for the purposes of analysis outside of the functionality of the Software; and
- Development, modifications, and maintenance of custom and ad-hoc reports.

Premium Support & Maintenance inclusions¹

- 3.4 The Premium Support & Maintenance Services provided under this SLA includes all items listed in section 3.1 and the following additions:
- Optional Weekly Tactical and Monthly Business Review Meetings with your Account Manager;
 - A priority phone number for priority queuing to INX Application Support;
 - Premium service levels for Application Support with an enhanced response time;
 - Monthly INX Application Support meetings for the purpose of Support Ticket reviews and service level performance;
 - The availability of a Customer Success Manager for:
 - High level technical discussions and configuration recommendations in relation to the Software Services;
 - Ten (10) hours per month² for the purpose of providing faster turnaround for small work requests (Statement of Works (SOW) required, no Purchase Order (PO) required):
 - Ad hoc report changes
 - Bulk data change/delete
 - Configuration review
 - Health checks

Premium Support & Maintenance exclusions

- 3.5 The Premium Support & Maintenance Services provided under this SLA exclude any services other than those specified in section 3.1 and 3.4.

Releases

- 3.6 As part of the product lifecycle, INX may, but is not required to, provide a Release periodically.

INX Preserve, INX Sitepass, INX SAM Suite and INX Assessor Customers

- 3.7 The timing of deploying releases to the service is at INX's sole discretion.
- 3.8 Specific information on the release process for INX Sitepass can be located here:
<https://mysitepass.com/legal/service-levels>

INX Suite Customers Only

- 3.9 If INX provides a Release, the Customer must install that Release via a version upgrade as soon as practicable in order to continue to receive Support & Maintenance Services. INX will allow reasonable time for the Customer to test the new release.
- 3.10 INX will provide Support & Maintenance Services as outlined in this SLA, for the current Release of the INX Application and the 2 previous Releases.

¹ Premium support not available for INX Sitepass Customers

² Hours do not roll forward. Hours that are not used within the calendar month will expire.

- 3.11 For Releases older than current plus two Releases, INX is not obliged to offer Support & Maintenance Services, and any support offered will be on a best effort basis and may require payment by the Customer of additional Fees.

4. INX Application Support Services

Application Support

- 4.1 INX Application Support is the primary point of contact for recording and managing all Support Tickets relating to the INX Application.
- 4.2 INX will provide Customer access to INX Application Support during the Application Support Business Hours or in accordance with the Support & Maintenance Service Tier specified in this SLA.
- 4.3 INX will also provide Customer access to INX Application Support for Critical (Priority 1) Incidents, 24 hours a day, 7 days per week.
- 4.4 All Support Tickets are managed by INX Application Support and are processed in accordance with ITIL best practice guidelines to meet the applicable Targets. Where necessary, INX Application Support will escalate activities to the appropriately skilled resources within INX.
- 4.5 Support Tickets are logged and managed in the INX Service Management Tool (SMT). Customers will receive a unique ticket number for each Support Ticket raised.
- 4.6 INX Application Support will provide updates to Customers on the progress of the Support Ticket via phone, customer support portal, or chat, at mutually agreed intervals.
- 4.7 On completion of a Support Ticket, INX Application Support will provide detailed closure information to the Customer via phone, customer support portal or chat.

Contact Methods

- 4.8 INX Application Support may be contacted via one of the following options: Customer portal, phone, chat or in app support where available.
- 4.9 The Customer must report any perceived Critical (Priority 1) Incidents to the INX Application Support Desk by phone to ensure prompt attention.

Customer Responsibilities

- 4.10 All Support Tickets are raised to INX by the Authorised Customer Systems Administrator.
- 4.11 To assist INX Application Support in providing support and implementing a Resolution in a timely manner, the Customer must provide as much information as possible when raising a Support Ticket, including:
 - A detailed description of the Incident / Request including any aspects of the application that are unavailable or not functioning;
 - The impact on end users and the organisation;
 - Any steps taken to reproduce the Incident;
 - Relevant log files, data, or links
 - Screen capture or wording of any errors; and
 - The Customer main contact for the ticket.

On-Premise Clients Only

- 4.12 Support & Maintenance Services for Software that is not part of the Software Services is limited to the Software only and INX is not obliged to support or maintain any part of the Customer’s ICT environment.
- 4.13 As a condition of receiving the Support & Maintenance Services the Customer must:
- Provide and maintain the necessary application and database servers, network connectivity access security and any other required systems or infrastructure;
 - Maintain this environment at the version and patch level required for the INX Application;
 - Prior to requesting any support from INX in respect of an Incident, confirm with its internal IT support that the Incident is not related to, or caused by, the Customer’s environment or infrastructure;
 - Resolve all issues relating to its environment and infrastructure used to run or access the INX Application;
 - Allow INX screen sharing access with the affected user for the purposes of providing any support;
 - In respect of any Software that is not part of Software Services, if requested by INX, provide remote server access, systems administrator access and/or access to the underlying database for the purposes of providing the support;
 - If INX determines that Resolution or a workaround in respect of an Incident requires the Customer to implement a change to the Customer’s infrastructure (e.g. a database change or code patch):
 - INX will notify the Customer; and
 - the Customer must promptly implement the change to the Customer’s infrastructure or provide written approval for INX to proceed with such change (as applicable).

Incident Management

- 4.14 INX reserves the right to charge Customers in the event that INX is requested to diagnose an Incident that is subsequently proven to be caused by negligent use or misuse by the Customer or its suppliers, customers, or contractors.
- 4.15 INX Application Support will assign a Priority to all Incidents in accordance with the table below.

Priority	Description
Priority 1 (P1) - Critical	A critical error that has rendered the INX Application critically affected or unusable, resulting in severe business impact.
Priority 2 (P2) - High	A loss of functionality or performance degradation within the INX Application resulting in significant business impact.
Priority 3 (P3) - Normal	An error relating to a particular type of activity or data. Part of the INX Application not functioning as expected.
Priority 4 (P4) - Low	A minor software issue, user experience may be affected.

- 4.16 INX will respond to Incidents as detailed in the service tables in section 6 of the SLA.

- 4.17 INX shall use all reasonable endeavors to address an Incident; however, it cannot guarantee resolution or specify a timeframe due to the complexity of certain issues. For Incidents prioritised as P1 or P2, INX is obligated to provide a resolution or appropriate workaround as soon as reasonably practicable.

Request management

- 4.18 The Application Support team will respond and fulfil simple Requests that do not incur a charge. Where a Request is complex in nature and / or chargeable, INX Application Support will raise this with the Customer's INX Account Manager.
- 4.19 INX will respond to Requests as detailed in the service tables in section 7 of the SLA.

Escalation for Support Tickets

- 4.20 The Customer may escalate a Support Ticket as specified within the INX Escalation Matrix which is provided at the completion of a project or will be made available on request.
- 4.21 To escalate, the following escalation criteria must have been met:
- The Support Ticket was not responded to within SLA;
 - The Customer is concerned that the progress on a Support Ticket is unsatisfactory; and / or
 - Customer expectations have not been met.

Post Incident Reports

- 4.21 Where INX classifies an Incident as a Major Incident, INX will exercise best endeavours to:
- Provide a draft post incident report (PIR) within 3 Business Days of the Resolution of the Incident. A full report will be provided within 5 Business Days thereafter; and
 - Include the following information within the PIR:
 - Details of the Incident;
 - Timeline of activities / events;
 - Implemented fix or work-around;
 - The Incident root cause; and
 - Lessons learnt / mitigation strategies.

5. Scheduled Maintenance

- 5.1 It is necessary from time to time to perform Schedule Maintenance to maintain the Software Services. INX will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance.
- 5.2 Where an outage is expected, INX will provide the Customer with notice via email ³prior to any Scheduled Maintenance.
- 5.3 Where Scheduled maintenance is required outside of the Scheduled Maintenance Window, INX will provide notice as follows:

Maintenance Type	Expected Impact	Notice Period
Hazard	Scheduled Maintenance is being carried out on the all or part of the Software Services which may impact the Customer if the work does not go as planned.	-
Degradation	Maintenance is being carried out on the all or part of the Software Services which may result in a degradation of performance or renders some functionality unusable.	5 Business Days
Outage	All or part of the Software Services will be unavailable for the duration advised in the notice.	5 Business Days
Emergency⁴	An Emergency may be a Hazard, Degradation or Outage	As soon as practicable

Scheduled Maintenance Windows

Sitepass Customers

- 5.4 Every Friday between 12:30 and 15:30 AWST. During this period short periods of downtime may be experienced.

INX Suite Customers

- 5.5 The 2nd and 4th Friday of each month between 17:00 and 23:59 AWST.

INX Cloud & Preserve Customers

- 5.6 The first Tuesday of each month between 14:00 and 17:00 AWST.

INX SAM Suite

- 5.7 The 4th Wednesday commencing from the 18th of January 2023 between 17:00 and 21:00 AWST Time Zone. During this window short periods of downtime may be experienced.

³ INX Sitepass provide notice of schedule maintenance via the INX Sitepass status page

⁴ An emergency can be either planned or unplanned maintenance which needs to be performed at short notice to resolve an issue with the Software Services or protect the Software Services, e.g., implement a security patch to following the identification of a security vulnerability.

INX Assessor

- 5.8 The 4th Tuesday between 15:00 and 18:00 AWST Time Zone. During this window short periods of downtime may be experienced.

6. Service Credits

- 6.1 The Availability targets for the relevant products are described in the service tables located in section 7 of this document.
- 6.2 The customer is entitled to a Service Credit as set out in section 7 of this SLA where:
- INX has failed to meet an Availability target against which a Service Credit is applicable; and
 - The customer has made a claim for the Service Credit within 5 business days of the end of the month in which the Incident occurred.
- 6.3 In order to lodge a claim for a Service Credit the Customer must make a written request via email to the Customer's INX Account Manager.
- 6.4 Once a claim is received, INX will validate the claim and calculate the Service Credit, where applicable,
- 6.5 Any Service Credits which are payable under this section 6, will be applied in the following manner:
- For Customers paying a Monthly Subscription Fee, the Service Credit will be based on the monthly fee for the impacted product. The Service Credit will be applied to the next monthly invoice; or
 - For Customers paying annually, the Service Credit will be based on the annual fee (adjusted for amount per month) for the impacted product. The Service Credit will be on the next annual invoice.
- 6.6 The aggregate Service Credits that INX will be liable for in any calendar month under this SLA is limited to a maximum of 5% of the Support & Maintenance Services, or Software Services, fees payable by the Customer in respect of that calendar month.
- 6.6 A Service Credit is not redeemable for cash.

Exclusions

- 6.7 A Customer is not entitled to a Service Credit where the Customer is in breach of the Terms and Conditions outlined in the Master Services Agreement.
- 6.8 INX is not required to provide Availability where:
- The Customer uses the INX Application in a manner not authorised in this agreement or the applicable documentation;
 - A force majeure event or other factors outside of INX's reasonable control;
 - Availability targets are not met due to a failure of the Customer's equipment, software, network connections or other infrastructure;
 - Conditions outlined in this SLA have not been met; and
 - Scheduled maintenance or emergency maintenance is being performed.

7. Service Levels

- 7.1 INX will use all reasonable endeavours to meet the Service Levels outlined in the tables below.
- 7.2 INX use their monitoring and logging infrastructure as the source of truth for determining the monthly availability percentage.
- 7.3 INX have met their Response service level once the Support Ticket has been logged and assigned to an Application Support Analyst.

INX Suite

Standard Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	99%	-
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	1 hour	-
	Priority 2 (P2) – High	08:00-17:00	2 hours	-
	Priority 3 (P3) – Normal	08:00-17:00	8 hours	-
	Priority 4 (P4) – Low	08:00-17:00	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

Premium Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	99%	-
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	15 mins	-
	Priority 2 (P2) – High	24x5	1 hours	-
	Priority 3 (P3) – Normal	24x5	8 hours	-
	Priority 4 (P4) – Low	24x5	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

INX Assessor

Standard Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	99%	-
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	1 hour	-
	Priority 2 (P2) – High	08:00-17:00	2 hours	-
	Priority 3 (P3) – Normal	08:00-17:00	8 hours	-
	Priority 4 (P4) – Low	08:00-17:00	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

Premium Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	99%	-
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	15 mins	-
	Priority 2 (P2) – High	24x5	1 hours	-
	Priority 3 (P3) – Normal	24x5	8 hours	-
	Priority 4 (P4) – Low	24x5	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

INX Cloud & INX Preserve

Standard Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	>99% <99%	- 5%
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	1 hour	-
	Priority 2 (P2) – High	08:00-17:00	2 hours	-
	Priority 3 (P3) – Normal	08:00-17:00	8 hours	-
	Priority 4 (P4) – Low	08:00-17:00	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

Premium Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	>99% <99%	- 5%
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	15 mins	-
	Priority 2 (P2) – High	24x5	1 hours	-
	Priority 3 (P3) – Normal	24x5	8 hours	-
	Priority 4 (P4) – Low	24x5	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

INX SAM Suite including INX+Advanced Cleaning (ACA)

Standard Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	>99% <99%	- 5%
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	1 hour	-
	Priority 2 (P2) – High	08:00-17:00	2 hours	-
	Priority 3 (P3) – Normal	08:00-17:00	8 hours	-
	Priority 4 (P4) – Low	08:00-17:00	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

Premium Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	>99% <99%	- 5%
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	15 mins	-
	Priority 2 (P2) – High	24x5	1 hours	-
	Priority 3 (P3) – Normal	24x5	8 hours	-
	Priority 4 (P4) – Low	24x5	24 hours	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

INX Sitepass

Standard Support & Maintenance Tier

Type	Priority	Period	Target	Service Credit
Availability	-	24x7x365	99.9%	-
Incident Response Time	Priority 1 (P1) – Critical	24x7x365	4 hours	-
	Priority 2 (P2) – High	24x5	8 hours	-
	Priority 3 (P3) – Normal	24x5	24 hours	-
	Priority 4 (P4) – Low	24x5	2 business days	-
Request	Priority 4 (P4) – Low	08:00-17:00	24 hours	-

7.4 Further details on the Sitepass Platform service levels, can be found here:

- <https://mysitepass.com/legal/service-levels>

7.5 Further details on the Sitepass Support Service levels, can be found here:

- <https://mysitepass.com/legal/support-policy>

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