



Service Level Agreement

Contents

- Service Level Agreement..... 3**
- 1. Impact Data Commitments..... 3**
 - 1.1. Application Availability..... 3**
 - 1.1 Support Availability 4**
 - 1.2 Account Management 4**
- 2. Client Commitments 5**
 - 2.1. Cooperation 5**
 - 2.2. Payment..... 5**

This document should be read in conjunction with the Terms and Conditions published on the Impact Data website www.impactdata.com.au

Service Level Agreement

This document outlines the Service Level Agreement between Impact Data and the Client. For the purpose of this document Client refers to your business.

1. Impact Data Commitments

1.1. Application Availability

The applications outlined in the proposal will be available for use 24 hours a day, 365 days of the year for 99.9% of the time, excluding scheduled maintenance and/or the failure of third party systems as outlined below.

The client will be given a minimum of 24 hours notice of any scheduled maintenance, and where possible scheduled maintenance will occur outside of business hours (AEST).

Regular backups and the provision of system improvements as required (such as additional hardware, bandwidth and Standard application upgrades and patches) are included as part of the service.

All application upgrades will occur as part of a scheduled maintenance event.

Because the applications are delivered via the internet and/or local and international telephony systems the performance and availability of the application to individual clients is subject to the performance of these systems. While Impact Data will do everything reasonably possible to ensure the performance and availability of the applications, it takes no responsibility for the performance of third parties that may impact on the client's experience and access to the applications, including but not limited to:

Internet ISP's, such as Telstra, Optus, Dodo, iprimus and others.

Telephony Providers, such as Telstra, Optus, Virgin, 3, and others.

SMS and Payment Gateway providers, such as mblox, mobile365, Securepay, Paypal, Easypay, and others.

1.1 Support Availability

Impact Data will provide a Helpdesk to respond to Client queries between the hours of 8.30 a.m. and 5.30 p.m. on Victorian business days.

The Helpdesk will be equipped to answer the vast majority of all calls during the initial call.

When the Helpdesk is required to seek further assistance to respond to the Client query a response outlining the action that is to be taken will be provided to the Client within 20 minutes of making the determination that such further assistance is required.

On average 90% of all client issues will be addressed within 2 hours.

1.2 Account Management

In addition to its standard application availability and support, Impact Data offers three optional tiers of Account Management; each tier has a different level of service.

Impact Data will provide the Client with the level of account management outlined on the most recent invoice, which will be one of the following.

1.2.1 Tier One (additional \$150 per month) includes:

Access to the Account Management Team (to a maximum of 1 hour a month);

Assistance with the creation and delivery of one outbound send per quarter (newsletter or equivalent);

Provision of one simple response mechanism, (e.g. Viral or Update Details) per annum.

1.2.2 Tier Two (additional \$400 per month) includes:

Access to a dedicated Account Manager (for an average of 2 hours a month);

Assistance with the creation of a marketing calendar and communication schedule;

Assistance with the creation and delivery of one outbound send per month (newsletter or equivalent);

Provision of two simple response mechanisms, e.g. Viral or Update Details per annum;

1.2.3 Tier Three (additional \$900 per month) includes:

Access to a dedicated Account Manager (for an average of 6 hours a month);

Assistance with the creation and implementation of a marketing calendar and communication schedule;

Assistance with the creation and delivery of one outbound send per month (newsletter or equivalent);

Provision of simple response mechanisms as outlined in the agreed marketing calendar and communication schedule at a cost to be agreed by both parties;

1.2.4 Additional Services

All Account Management services provided over and above those outlined in the Account Management schedule will be charged at \$75 per half hour or part thereof, unless agreed with the Client prior to implementation. These services include but are not limited to: email template changes, website page adjustments, e-shop product changes.

All Account Management visits to the client will be at the client's expense unless otherwise agreed.

Training of the key user is included as part of the setup, training of additional or new users will be provided in accordance with our price schedule.

2. Client Commitments

2.1. Cooperation

The client agrees to provide Impact Data with all of the information, files and material in a relevant and timely manner. Any delays caused by the client may result in the resultant work being rescheduled. The Client agrees to abide by the rescheduled dates.

2.2. Payment

The Client agrees to pay all invoices on or before the due date.

Impact Data's standard payment terms are 14 days.