Service Level Agreement

1. Abstract

Community Data Solutions service level agreement identifies both the services required and the expected level of service delivered.

2. Revision History

Current as of: 22 Dec 2021

- Version 1.2

Service Level Agreement

This Service Level Agreement ("SLA") between the Cloud Provider, Community Data Solutions ("CDS"), and the Cloud Consumer of CDS services ("Services"), ("The Customer") sets forth the service level terms and conditions and is an integral part of the Agreement. This SLA defines the terms of each parties responsibilities with respect to the Services that CDS provides and The Customer consumes. This SLA does not apply to the availability of Third Party Services (TPS) which are subject to the TPS Agreements. The SLA is binding only on the Customer and CDS and does apply to any Third Parties, including Customer End Users.

1. **Definitions**. The following are definitions of capitalised words used in this Agreement:

    a. "**Agreement**" The Customer's use of and access to Services is governed by the Terms of Service ("TOS"), Service Level Agreement, Privacy Agreement, Acceptable Use Policy, any other documents referenced herein (collectively, the "**Agreement**").

    b. "**Business Hours**" means 9:00 a.m. to 5:00 p.m. (Australian Central Standard Time - ACST), Monday through Friday, and, notwithstanding the foregoing, does not include times during Service Maintenance.

    c. "**Service Maintenance**" means time periods reserved for maintenance of the Service including software. Service Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.

    d. "**Security / Privacy of Data**" means adherence to the security and privacy standards identified within the project functional requirement documentation

2. **Data Retention**. CDS shall make full backup copies of each relevant database and file system daily and retain each backup for seven (7) days. CDS retains copies of Agent and API log files for at least sixty (60) days. CDS shall also retain copies of .log files generated by Apache, PHP and Postgresql for seven (7) days.

3. **Service Availability**.

    a. **Service Availability - General**. CDS's goal is to provide Service Availability twenty-four hours per day, seven (7) days per week (referred to as "24x7 Availability") EXCEPT during times of Service Maintenance as set forth in Section 3d herein. However, the parties recognise that 24x7 Availability is only a

GOAL, and CDS cannot represent or guarantee that such goal can be achieved. As per our CLOUD SUPPORT POLICY (see below), response time goals cover predominantly Production Clouds.

b. **Service Availability Level Goals**. CDS shall use reasonable efforts to achieve the target Service Availability Goal of 99.99% uptime except during scheduled Service Maintenance ("Service Commitment"). Notwithstanding the foregoing, Customer recognises that the Internet comprises many autonomous systems that are beyond the control of CDS. Issues that are beyond the control of CDS, such as issues with external service providers, shall not be considered as a failure of the Service Availability Goal. Whilst the Customer is free to monitor network uptime on their systems and other monitoring services, CDS proactively monitors network uptime and the results of these monitoring systems shall provide the sole and exclusive determination of network uptime.

c. **Response Time to Error**. CDS has internal notification tools for Cloud service problems. Additionally, Customer may report problems to CDS Support. Once notified, CDS Support will respond as per the CLOUD SUPPORT POLICY (see below). Note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.

d. Reports in the event of incidents. An incident is defined as an unexpected departure from the agreed terms and conditions or agreed service level that is not caused by the User.

Types of incidents include:

1. Availability incidents
2. Security incidents
3. Privacy incidents

If an incident occurs, a report will be sent within two working days containing a description, the cause of the incident, its consequences, and measures taken to prevent similar incidents in the future. This report is sent to the relevant contact address registered with CDS.

e. **Service Maintenance**.

i. The parties agree that CDS shall provide Service Maintenance, which may cause interruptions as defined by the CLOUD SUPPORT POLICY (see below). CDS shall use commercially reasonable efforts to limit Service Maintenance, which causes Severity Level 1 Errors to two (2) hours per

month. CDS shall notify named Customer contact by email prior to performing any Service Maintenance which CDS predicts will cause a Severity 1 Error outside of standard Service Maintenance Times.

ii. The Service Availability goals exclude any time Customer requests a Cloud be taken down for scheduled updates.

iii. CDS shall attempt to schedule Service Maintenance during the times as specified in Table 1 – Service Maintenance Times. However, the parties agree that it may be necessary for CDS to perform Service Maintenance during times other than those specified in Table 1, and CDS reserves the right to perform Service Maintenance during times other than those specified in Table 1.

iv. Table 1 – Service Maintenance Times

Service Maintenance Period	Training Cloud	UAT Cloud	Production Cloud
Mon-Fri	4pm-6pm	9am-5pm	8pm-3am
Saturday	12pm-4pm	N/A	8pm-3am

v. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. CDS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE CDS NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH CDS WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CDS CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CDS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

vi. **Limitations**. CDS cannot assume responsibility and shall not be liable for any impacts on Service Availability due to (i) any requests for non-standard environment or Customer machine access; (ii) any downtime caused by Customer produced code; or (iii) any changes to the Service by parties other than CDS. CDS will make reasonable efforts to ensure that Service changes do not affect customers.

vii. CDS reserves the right to change this SLA at any time, and will notify customers or changes.

4. **Term of the SLA**. This SLA has no expiry date and will be valid until a new version of the SLA is in place.

   a. This SLA will be reviewed on a periodic basis in order to incorporate any new circumstances into the document that were not yet known or available at the time the previous version of the SLA was drafted.

   b. The Cloud Consumer can cancel a Service Level Agreement on a monthly basis, an initial minimum period of two months applies.

Cloud Support Policy

Incident reports are handled via our Freshdesk Customer Support System located at https://communityds.freshdesk.com. This records all current and historical tickets on your account, both open and completed. Alternatively support requests can be logged via the inbound email address support@communityds.com.au or via phone on 1800 503 981. We prioritise tickets by severity, and handle issues where a site is completely unavailable before tickets where a site is slow, and those before general questions about our service or general advice.

Shown below is a guide to the CDS Severity Levels designed for each product. Note that the Ticket Response Goals specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved:

Table 2 - Severity Classification and Response Times

Severity	Definition	Action	CDS CRM Resolution hours	CommunityBI Resolution hours	CommunityCI Resolution hours	Deputy
Level 1 - Critical loss of service	Production Cloud is down, business operations severely impacted with no workaround; or a security issue.	Acknowledge	30 minutes	30 minutes	30 minutes	30 minutes
		Assess	2 hours	2 hours	2 hours	2 hours
		Diagnose	4 hours	4 hours	4 hours	4 hours *
		Resolve	8 hours	8 hours	8 hours	8 hours *
Level 2 - Major degradation of service	Production Cloud is operational but significant disruption of business operations (loss of non-core service or performance slowdown); no stable workaround.	Acknowledge	1 hour	1 hour	1 hour	1 hour
		Assess	4 hours	4 hours	4 hours	4 hours
		Diagnose	8 business hours	8 business hours	8 business hours	8 business hours *
		Resolve	3 business days	3 business days	3 business days	2 business days *
Level 3 - Medium degradation of service	Issues causing moderate to low business disruption with a Production Cloud or Training Cloud or any issue for which there is a stable workaround available.	Acknowledge	1 business hour	1 business hour	1 business hour	1 business hour
		Assess	8 business hours	8 business hours	8 business hours	8 hours
		Diagnose	2 business days	2 business days	3 business days	1 business days *
		Resolve	5 business days	5 business days	8 business days	2 business days *
Level 4 - Minor degradation of service	Production or Training Cloud is operational; no significant disruption of business operations.	Acknowledge	1 business hour	1 business hour	1 business hour	1 business hour
		Assess	8 business hours	8 business hours	8 business hours	8 business hours
		Diagnose	3 business days	5 business days	5 business days	3 business days *

		Resolve	10 business days	14 business days	14 business days	10 business days *
Change Request or Information Enquiry	Any change required to the database;	Acknowledge	1 business hour	1 business hour	1 business hour	1 business hour
		Assess	8 business hours	16 business hours	16 business hours	16 business hours *
		Respond	5 business days	5 business days	5 business days	5 business days *
Informational Enquiry	Informational or non-system related (billing, sales, administration) enquiry	Acknowledge	1 business hour	1 business hour	1 business hour	1 business hour
		Assess	8 business hours	8 business hours	8 business hours	2 business days *
		Respond	3 business days	3 business days	3 business days	5 business days *

* Deputy 1st pass support is provided by Community Data Solutions. Scope of support includes acknowledgement and assessment. Diagnosis and Resolution is delivered by Deputy support team and is subject to their support SLA.

The goal of the Cloud Support Team is to provide specific support around the features and functionality of the Cloud platform. Our support team may review the implementation of software installed in a particular Cloud instance in an effort to diagnose problems, however, we cannot guarantee support for any installed software itself. We will do our best to help any subscriber with their issues to the best of our abilities.

If an issue needs to be handled with priority or as an emergency after business hours, customers should call CDS after hours support number as outlined in your onboarding email. Monitored sites should trigger a Level 1 ticket automatically for site outage incidents.

Paid commercial support and development services are provided by CDS should you need it. Please discuss this option with your account manager.

For frequent service announcements regarding CDS, and to subscribe to service announcements, please contact your account manager. For any customer-specific communications about site issues, security issues, scalability issues, and similar, we will use the contact information we have on file for you.