

Commercial-in-Confidence



SUPPORT SERVICE LEVEL AGREEMENT

Version 1.11

Global Health Products

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SUMMARY

The purpose of this document is to clearly state what level of support Global Health Limited (Global Health) will provide for its products under a standard Service Level Agreement (SLA).

This will enable the Customer to have a clear understanding of expected outcomes and obligations, as well as clear and measurable performance criteria for support.

For the purposes of this SLA, the Customer is defined to be: a licensed user of Global Health products whose licence fees are fully paid up and the user is entitled by virtue of having paid the licence fees, to receive support services.

1. DESCRIPTION OF SUPPORT SERVICES

1.1 Support hours

Global Health will provide Support Services between the hours of 0830 (8:30 am) local time and 1700 (5:00pm) local time on normal business days in the State where the service is to be delivered.

Such support will only be provided if the Customer has paid Global Health the License Fees defined in the Software Licence Agreement (the standard level of support is defined in Schedule A).

Outside of normal business hours, Global Health can still provide support, however this is not covered by standard License Fees and will incur an extra charge (*NB: the relevant charges are set out in Schedule B*).

Examples of after hours support are scheduled maintenance requested by the Customer or a fault that the Customer deems critical enough to have attended to outside normal business hours.

Provided the charges set out in Schedule B have been paid by the Customer, then Global Health will maintain on-call roster for after hours support.

The contact method for such after hours support is to page the following number:

Mobile Telephone: TBA

1.2 Logging of requests

Logging of requests for Support Services will be via Global Health's online support portal or using the relevant support e-mail. The Customer should provide full details of the fault as well as the contact details for responding to the fault.

Web enabled Help desk is the preferred method for logging requests, as this enables better utilisation of Global Health resources and quicker responsiveness.

1.3 Supported versions of licensed software

Global Health supports the current versions of the Licensed Software provided the Annual License Fees have been paid. Global Health shall also provide continuing support for one major release version previous to the current release of the Licensed Software, provided that this previous major release version is not eighteen months older than the current release.

Support Services are available for versions which are earlier than the previous major release version on a "best endeavours basis", but Global Health is under no obligation to make any enhancements or modifications to such versions.

These provisions are general and different products may have different lifecycles. The Customer should check the relevant Software Licence Agreement for specific details pertaining to the product which it has purchased.

Should this Service Level Agreement conflict with the Software Licence Agreement for a Global Health product, then the Software Licence Agreement for that product shall take precedence.

1.4 New releases of licensed software

As Global Health provides new major releases of the application, release notes will be made available to the Customer prior to the system being updated in the production environment.

1.5 On-site support

Where Global Health is notified by the Customer of diminished system performance, Global Health may provide on-site problem diagnosis support, at its discretion and with the agreement of the Customer.

Should the problem be found to be caused by the Licensed Software, Global Health will resolve the problem at no cost to the Customer, otherwise, the Customer is responsible for all costs incurred by Global Health.

The duration and type of problem diagnosis support is to be agreed by Global Health and the Customer prior to the Global Health staff attending on-site.

1.6 Reporting

Global Health will actively manage the support relationship with the Customer.

The relevant Manager and the Product Manager will maintain ongoing contact with the Customer, and seek to maintain customer satisfaction with the Global Health support offering.

Reporting will be provided on a self-help basis via our online support portal. The Customer can login to the online support system to monitor the progress of their support tickets.

1.7 Escalation process

Should the Customer not be satisfied with the support received over any particular issue, as a result of either the response target or the restoration target as set out in Schedule A having been exceeded, the following escalation process should be used:

If not satisfied, notify the Support Manager.

If still not satisfied, notify the Technology Delivery Manager.

All such notifications should be in writing, preferably via e-mail.

1.8 Closure process

Once there has been resolution to a service call and the Customer has been advised and is satisfied with the resolution the Customer is required to confirm and close the job in Global Health's online support portal within 14 days of the resolution, failing which Global will assist by closing the job on the Customer's behalf.

SCHEDULE A

Standard Level of Support provided under the Annual Licence Fee

Service Level Agreement				
Priority	Definition	Response	Resolution	Service Goal
1 (One) Critical	Site down, unable to perform vital function, or Problem adversely impacting care of patients.	Acknowledge within 1 business hour	Work around supplied within a maximum of 2 business hours. Resolution supplied by next business day (if program code changes are applicable).	Response - 100% acknowledged within response time Work around - 100% resolved within resolution time
2 (Two) Urgent	Problem may have business impact but may be worked around. Site is operational, but regular function is severely hindered.	Acknowledge within 4 business hours	Work around supplied by next business day. Resolution within the next minor release (if program code changes are applicable).	Response - 100% acknowledged within response time Work around - 100% resolved within resolution time
3 (Three) Normal	Tasks can be worked around with minimum disruption to work practices.	Acknowledge by the next business day	Work around supplied within 5 business days of acknowledgement. Resolution within the next major release (if program code changes are applicable).	Response - 100% acknowledged within response time Work around - 80% resolved within resolution time
4 (Four) Low	The failure has a minor impact on work practices. Fix of bug that will be done in some future release of the package. Bug has little impact on work practices. OR Enhancement Request	Acknowledge by the next business day	Resolved in a future major release of the software.	Response - 100% acknowledged within response time

NOTES PERTAINING TO SCHEDULE A:

Global Health will analyse the request and determine the appropriate priority level which will then be communicated to the Customer via our online support portal.

All response or resolution times are calculated using times within normal business days in the State where the service is to be delivered, i.e. between 0830 (8:30am) and 1700 (5:00pm) local time.

A Major Release of software is defined by a change of the first or second digits of the Version Number eg a change from 1.5.15 to 1.6.1 denotes a major release with significant additional functionality.

A Minor Release of software is defined by a change of the third or subsequent digits of the Version Number eg a change from 1.6.1 to 1.6.2 denotes a maintenance release consisting mostly of program fixes.

In the event where access and/or entry to the Customer site is required by Global Health to correct a problem, and if delays are caused because such entry is not provided to Global Health, then Global Health will extend the response/resolution targets accordingly.

SCHEDULE B

Standard After-Hours Support Fees additional to the Annual Licence Fee

Global Health on-call rates	Annual
<i>24x7 Support (outside of Normal Business Hours)</i>	
On-call Standby Rate per annum	**
On-call Hourly Rate if contacted (2 hour minimum)	**
<i>6:00 am to 8:30 am, 5:00 pm to 8:00 pm Support (Business Days only)</i>	
On-call Standby Rate per annum	**
On-call Hourly Rate if contacted (2 hour minimum)	**

NOTE:

For out of Normal Business Hours support, the On-Call Standby Rate is charged whether or not any calls are taken. If called, the number of hours the support call takes is multiplied by the On-call Hourly Rate to determine the additional amount chargeable, with a 2 hour minimum being standard for all out of Normal Business Hours calls.

Business Days are Monday to Friday excluding public holidays in the State where the service is to be delivered.

Normal Business Hours are Business Days from 8:30 am to 5:00 pm in the State where the service is to be delivered.

All figures in this schedule are ex-GST.

Amounts in this schedule are adjusted annually for CPI on the anniversary date of the Customer acceptance of this Schedule.

** Rates as negotiated with the site