

EXHIBIT A – SERVICE LEVEL AGREEMENT AND SUPPORT PLAN

SERVICE LEVEL AGREEMENT

Service Area	Service Level Commitment
Uptime Commitment	Production environments: 99%

Additional Terms

The following additional terms are an integral part of the Service Level Agreement.

1. “Available Hours” shall mean all the hours in the timeframe assuming 24x7 access, less any Excused Downtime.
2. “Downtime” shall mean all hours in any timeframe where the EmpLive service is not available, excluding the Excused Downtime.
3. “Excused Downtime” shall mean, collectively, hours in any timeframe where the EmpLive service is not available because of any of the following: (i) scheduled network, hardware, software, or service maintenance periods; (ii) acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the EmpLive service by means of Customer's passwords or equipment; (iii) failure of the Internet, phone network, cell phone network, and other transmission methods by which the EmpLive service is delivered; (iv) events beyond the reasonable control of WFS; (v) scheduled downtime for conversion or upgrade periods where the EmpLive service or data is being migrated to a new release; (vi) as requested by Customer; and (vii) system resets. The maintenance window for server maintenance by WFS is every fourth Thursday.
4. “Uptime” shall mean the number of hours the EmpLive service is available during any timeframe.
5. Actual uptime for the purpose of determining compliance with the Uptime Commitment is calculated as the Uptime in any timeframe divided by the Available Hours.
6. In order for WFS to maintain the Uptime Commitment and properly deliver all other services herein, Customer shall notify WFS at least sixty (60) days in advance of any period when it reasonably believes the committed Quantity or peak usage transaction volume of EmpLive may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase over the prior thirty (30) day period.
7. The Uptime Commitment does not apply in the first thirty (30) days of use in a Production environment, during which time WFS may need to tune the environment for the Customer based on its actual usage patterns.

8. The Uptime Commitment does not apply during a Force Majeure Event and shall be reinstated again only after service has been fully restored at the primary facility.
9. Access to archived or backup data, if available, will be quoted to Customer, provided as an additional service, and may be made available as a database extract.

CREDITS IF WFS FAILS TO MEET THE UPTIME COMMITMENT

In the circumstance that WFS determines that the EmpLive service fails to meet the Uptime Commitment, WFS will credit to the Customer a pro-rata portion of the Fees paid for the month in which the EmpLive service failed to meet the Uptime Commitment in the next billing period following the failure. The amount of credit is calculated as the product of the Fees for the month of the failure for the applicable portion of the EmpLive service affected multiplied by a fraction, the numerator of which is the Downtime and the denominator of which is the Available Hours in this timeframe.

SUPPORT PLAN

Support Item	Service
Services Levels	
Support Hours – 7:00 am – 7:00 pm AEST, M-F except public holidays as defined for New South Wales (via Customer Community Portal and Email ONLY).	✓
24 x 7 phone support for Priority 1 Issues only - Hotline 1300 421 518 (Australia) and +175 7278 0793 (Global)	✓
Initial Response Times	
Priority 1	30 minutes
Priority 2	1 hour
Priority 3	4 hours
Estimated Timeframe to Provide Resolution or Workaround	
Priority 1	1 day from initial response
Priority 2	5-7 Business Days from initial response

Priority 3	30 Business Days (provided such incident does not require a patch or new release)
Contact Methods	
Customer Community Portal	✓
Email Support	✓
Product Updates	
Regular Product Releases and Patches	✓
Support Services	
Support Hours per Year	Unlimited
Authorised Support Contacts	1

EmpLive Support:

Customer Community Portal: <https://workforcesoftware.force.com/customers>

Email: support@WFSAustralia.com

Support Levels:

- **1st Level of Support:**
 - Designated Certified EmpLive Administrator within the client's organisation
- **2nd Level of Support:**
 - WFS Australia's Customer Community Portal or email

Priority Definitions:

- **Priority 1:**
 - Total loss of critical software or hardware service.
 - The Issue is business critical causing business impact/costs.
 - No workaround is available.
- **Priority 2:**
 - Partial loss of software or hardware service.
 - Official escalation of an incident by Customer.
 - The Issue is business critical, but a workaround is available.
- **Priority 3:**

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- Recurring or intermittent software or hardware issue, which is inconvenient, but does not have significant business impact.
 - General query.

Support Plan Notes and Provisions

Other Conditions

1. Customer will promptly notify WFS of any malfunction of EmpLive.
2. Customer agrees to nominate an Administrator for EmpLive who will be competent in the use of EmpLive and provide 1st level support to Customer's users. WFS will not be liable for problems resulting from an Administrator's inability to follow any instruction given by WFS support personnel.
3. Any cost associated with support or service delivery will be detailed in the Agreement and/or the Schedules.
4. New software or hardware requests and configuration change requests will be dealt with on a case-by-case basis.
5. If a patch or new release is required, WFS will advise the expected resolution time.
6. In providing services to Customer under the Agreement or this Support Plan, it is acknowledged by Customer that WFS is in no way an insurer and will not be liable for any damage or injury to persons or property caused directly or indirectly by the equipment provided to Customer or the service thereof.
7. WFS shall not be responsible for failure to render Support Services due to a Force Majeure Event.
8. Where on-site support is required outside of the terms of this Support Plan, Customer agrees to pay all charges for travel, travel time, accommodation, and expenses for the required visit. Time charged will be based on a door-to-door basis.
9. The diagnosis and/or solution to any problem raised by Customer with the WFS support team will generally be carried out remotely and not at Customer's location. However, WFS may at its sole discretion provide the Support Services at Customer's location. If Customer requests that the Support Services be carried out at the Customer's location, such Support Services will be chargeable to Customer at the WFS services rate.
10. The Support Services will not include services in respect of defects, errors, or problems resulting from any modifications or enhancements to EmpLive not made or authorised in writing by WFS, those resulting from merging or interfacing the software/hardware, or where EmpLive has not been used in accordance with the Agreement or the manuals and documentation. WFS is not obliged to support malfunctions due to incorrect use of EmpLive or for any reason external to EmpLive including but not limited to misuse and abuse.
11. Designated Certified EmpLive Administrator (Client Administrator) means a designated Customer employee who has completed full EmpLive application training including administration training.