

APPLICATION SERVICE LEVEL TERMS

These Service Level Terms provide for ongoing Application releases, including updates and upgrades, as well as access to the customer support teams of Cloudpurge Pty Ltd (ACN 612 621 342) (“**Cloudpurge**”). Cloudpurge may from time to time modify these Service Level Terms. Cloudpurge agrees that any changes to these Service Level Terms will be no less favourable to the Customer.

1 DEFINITIONS

“**Application**” means Cloudpurge’s software application, as described in and licenced to you pursuant to the Master Services Agreement or Sell-through Letter that you Use either through a cloud based system or as deployed on your designated computer system and network, that protects your business’s use of the Internet, online presence and existing content, and it includes but is not limited to any and all improvements, developments, modifications, derivatives and variations of such software and/or application from time to time and where the context permits, it includes any Documentation.

“**Application Updates**” means changes in the Application that improve usability (identified by a version change to the right of the decimal point, e.g., 6.0 to 6.1; 6.1 to 6.1.2) which are generally an accumulation of maintenance and regulatory changes to the Application.

“**Application Upgrades**” means new versions of the Application (identified by a version change to the left of the decimal point, e.g. 5.0 to 6.0) that add functionality, cosmetic changes, or Critical Issue fixes.

“**Business Day**” means a day on which banks are generally open for business in Victoria, Australia other than a Saturday, Sunday or public holiday.

“**Case**” means the Customer’s submission, telephone call, or chat requesting support.

“**Customer**” means the party listed in the Master Services Agreement or Sell-through Letter executed by that Party to purchase one or more Application licenses for Cloudpurge.

“**Critical Issue**” means defects or bugs that impact the system function. Symptom(s) that may denote a Critical Issue may include but are not limited to:

- (a) the Application is unavailable for the Customer’s use which is directly resulting in business stoppage in the affected area;
- (b) the Customer is unable to process external communications or generate physical documents from within the Application when needed for its accountants, banks, government regulators, auditors, customers, or vendors;
- (c) serious financial impact on the Customer or unacceptable levels of satisfaction from the Customer caused by a defect or bug within the Application;
- (d) defect or bug that impacts a majority of Cloudpurge’s customers; or
- (e) a defect or bug where no workaround is available to complete the affected action.

“**Documentation**” means the authorised user guides and manuals that are delivered or made available by Cloudpurge to the Customer for use with the Application.

“**Master Services Agreement**” means the agreement of the same name entered into between the Customer and Cloudpurge.

“**Release**” means a new version of the Application made available to the Customer delivered as either an Application Update or Application Upgrade.

“**Reseller**” means the reseller referenced in the Sell-through Letter.

“Reseller Agreement” means the agreement entered into between the Customer and the Reseller referenced in the Sell-through Letter.

“Sell-through Letter” means a letter issued by the Reseller to Cloudpurge confirming the Application to be licensed to you.

“Service Level Fee” means the fee agreed to by the Customer in the Master Services Agreement or the Reseller Agreement in consideration of the Service Level.

“Usage” means a subscription or licence to use the Application purchased by the Customer from Cloudpurge and hosted by Cloudpurge or Cloudpurge’s third party service providers.

2 RELEASES

- 2.1 All product offerings are automatically updated by Cloudpurge as new Releases become generally available.

3 SCOPE OF APPLICATION ASSURANCE

3.1 Inclusions

- (a) Cloudpurge will offer periodic Releases, including Application Updates and Application Upgrades, for the current and immediate preceding Release of the Application.

3.2 Exclusions

- (a) Cloudpurge does not offer Releases for database copies on the same server.
- (b) Cloudpurge does not support or provide technical assistance for:
- (i) databases and third party Application or add on products;
 - (ii) use of the Application in a manner other than as authorised in the applicable licence agreement with the Customer;
 - (iii) custom services or alterations of the Application;
 - (iv) conversions of the Customer’s databases to accommodate new hardware or Application; or
 - (v) test systems for new releases, upgrades, and accounting system migrations, unless licences and Service Level has been purchased for test systems.
- (c) Cloudpurge will not provide support for an issue if Cloudpurge provided corrections for that issue which were not implemented by the Customer or if the Customer failed to provide data requested from the Customer.
- (d) Cloudpurge does not provide training, implementation, report creation, onsite support, customisations (e.g., scripting or integration), or assistance with server migrations as part of Service Level, but such services but may be purchased separately from Cloudpurge. Customers are responsible for the installation of any product licensed under a local licence. Assistance can be purchased from Cloudpurge.
- (e) Service Level does not include the repair of lost or damaged data, regardless of cause of the loss or damage. If Cloudpurge personnel are responsible for the lost or damaged data, every effort will be made to repair the lost or damaged data but Cloudpurge does not guarantee the recovery of any such data.
- (f) Cloudpurge does not provide dispute resolution assistance with freight providers.

3.3 Customer Obligations

- (a) The Customer is responsible for paying the agreed Service Level Fee and any charges incurred for non-covered services.
- (b) The Customer must require its personnel to obtain adequate training to operate the Application.
- (c) The Customer must also provide internet access for Cloudpurge Support personnel when requesting support services.
- (d) If applicable, the Customer will designate employees and/or third-party vendors who are authorised to request support from Cloudpurge on the Customer's behalf.
- (e) The Customer is solely responsible for the Customer's server environment, local network, and system security and protocols, which includes providing staff qualified to assume responsibility for management, administration and support for the Customer's hardware, database, and any third party Application. Application monitoring and tuning by the Customer's computer administrative personnel may be necessary to obtain optimal performance in the operating system environment.
- (f) If applicable, the Customer is responsible for installing Application Updates and Upgrades to stay current to the newest Release or one version back. Once a Release is installed the Customer must destroy or permanently erase all copies of the superseded version of the Application.
- (g) The Customer is also responsible for establishing a method of access to the Customer's network as well as maintaining security protocols for the Customer's network.
- (h) Remote access, whether through remote desktop, VPN, WebEx, or a similar technology, is required for full support services. If remote access is not granted or available, Cloudpurge's ability to assist will be limited.
- (i) The Customer is also responsible for maintaining regular and frequent data backups.
- (j) If the Customer is a Consumer, the Customer acknowledges that it has received and read the important notices set out in Schedule 1 to these Service Level Terms.

4 SUPPORT REQUESTS

4.1 Support Levels

- (a) Cloudpurge Support is intended to help make Cloudpurge customers successful by assisting with troubleshooting and helping to resolve specific issues resulting from the use of Cloudpurge products. The Cloudpurge Support team and its customers are partners in the troubleshooting and resolution of issues. Customers may perform troubleshooting through a variety of contact methods, as further described below.
- (b) For all customers, Cloudpurge will use commercially reasonable efforts to meet the response goals outlined below. Actual response times may vary depending on a number of factors, including but not limited to geography, product, and/or lifecycle phase of a product.

<i>Case Priority Level</i>	<i>Priority Definition</i>	<i>Contact Method</i>	<i>Response Goal</i>
Level 1 – Critical Issue	Critical Issue (e.g., product is inoperable or non-functional; business outage)	Email or Phone Support Team	2 hours

Level 2 - Technical issue	Question or problem with software (e.g., major business impact; product is not crippled but only somewhat usable; very difficult to work around)	Email or Phone Support Team	24 hours
Level 3 - Information Request	General operational question with no urgency (e.g., minimal business impact; cosmetic problems; usage question; feature Q&A; issue does not require resolution)	Email Support Team	48 hours

4.2 Case Escalation Process

- (a) The Cloudpurge escalation process raises the visibility of the customers' important issues within Cloudpurge.
- (b) Cloudpurge may, at its discretion, pass any Case into the escalation process.
- (c) Our normal escalation process includes evaluating the priority case level of the issue.
- (d) Cloudpurge's goal is to solve customers' issues in a timely manner taking into consideration the priority case level of the Issue.
- (e) In general, if the Customer is not satisfied with the level of support it receives from Cloudpurge, the Customer may request that its Case be evaluated by a Support Supervisor or Manager by submitting a request through the assigned Cloudpurge Support representative.

4.3 Product Escalation Process

- (a) For product related issues, Cloudpurge Support may escalate to Cloudpurge Product Management or Product Engineering teams in order to facilitate a fix or workaround, enhancement, or bug fix determination.
- (b) Providing a product escalation process does not imply that Cloudpurge will fix the Application defects or make changes to the Application. Cloudpurge constantly evaluates customer and product impacts to determine future Application fixes, enhancements, and bug fixes. Customers are expected to provide adequate resources to gather the requested data and assist in troubleshooting the issue.
- (c) Cloudpurge, at its sole discretion, may request to place billed or non-billed personnel onsite to assist with resolution of an issue. Personnel may include but are not limited to staff or authorised service providers from Sales/System Engineers, Support, Professional Services Consultants, or Development/QA Engineers. For a fee, the Customer may schedule Professional Services onsite at any time.

4.4 Hours of Operation and Contact Methods

- (a) In order to access Cloudpurge Support services, the Customer must have a current order for Service Level in place or be registered as a partner.
- (b) Cloudpurge's standard hours of operations and contact methods are described below:

Standard Business Hours	Monday-Friday, 9:00 am to 5:30 pm AEDT
Holidays	Standard Australian and Victoria holidays

Email:	support@cloudpurge.net
Phone:	+61 407 399 981

SCHEDULE 1 - AUSTRALIAN CONSUMER LAW NOTICES AND DISCLOSURES

Warranty against Defects Notice

Where in any instance the Customer is a Consumer, and services are to be provided by Cloudpurge to remedy any defect in goods or services which constitute a warranty against defects for the purposes of section 102 of the Australia Consumer Law, these services are provided by Cloudpurge Pty Limited (ACN 612 621 342) of 1B/67-69 Gamon Street, Yarraville, Victoria, VIC 3011, telephone number +61 407 399 981

In order to use the warranty, the Customer must contact Cloudpurge on +61 407 399 981 by email to support@cloudpurge.net during the warranty period. When you do this, Cloudpurge will use reasonable efforts to provide a remedy or a workaround for any defect in a timeframe that is reasonable given the nature of the issue. No additional fees are payable for this service unless you are requesting an excluded service. The Customer is responsible for any expenses it incurs in using this warranty service.

The benefits that Cloudpurge provides under this warranty against defects are in addition to any other rights or remedies the Customer as a Consumer may have under the Australian Consumer Law.

“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

Notice in relation to the repair of goods (including software) acquired as a Consumer

If the goods (which includes software) to be repaired are capable of retaining user-generated data (e.g. files stored on a computer hard drive), repair of the goods may result in loss of the data.