



**Schedule No. 1**  
**SUPPORT POLICY**

This Service Level Agreement (this "SLA") is incorporated into the Unily Master Subscription Agreement ("MSA") between Unily and Customer (the "Agreement").

Terms defined in the Agreement have the same meanings when used in this Support Policy. Further, as used in this Support Policy, calendar months and other timeframes are in the Customer's time zone as agreed, and Business Days and Business Hours refer to the period from 8:00 a.m. to 6:00 p.m. on any day except Saturday, Sunday, or any public holiday in the Sydney NSW, Australia.

**1. Definitions.** As used below:

"Acknowledged" means an acknowledgment of the Receipt either by Support Portal, phone or email;

"Agreed Service Time" or "AST" means the availability of the Platform, which shall be twenty-four (24) hours a day, seven (7) days a week, and three-hundred and sixty-five (365) days a year excluding Scheduled Maintenance, Emergency Maintenance outages, and any issues outside of Unily's control;

"Availability" means the percentage of time the Platform is operationally functional as calculated in Clause 14;

"Business Days" means any weekday, other than a public holiday in Sydney NSW, Australia, during which ten (10) Business Hours are available;

"Business Hours" means between 08:00 a.m. and 6:00 p.m. Sydney time on a Business Day;

"Change Management Process" means controls the lifecycle of all configuration items, enabling beneficial changes to be made with minimum disruption to IT services;

"Change Request" means the addition, modification, or removal of anything that could affect production environment;

"Commissioner" means the representative(s) nominated by the Customer and communicated to Unily no later than the implementation stage, these individuals are responsible for initiating the Support Services request;

"Emergency Maintenance" means a period of time during which the application is not available because Unily needs to implement a Response to an emergency outside of its control (for the avoidance of doubt, shall include "Emergency Maintenance" or "Emergency Patch");

"Incident" means an unplanned interruption to the application or reduction in the quality of the IT Service as opposed to a Service Request which is defined as a formal request from the Customer for something to be provided;

"Incident Management (IM)" means the process responsible for managing the lifecycle of all Incidents. Incident Management ensures that normal application is restored as quickly as possible and business impact is minimised;

"IT Service" is a term used when describing the service of information technology management as a whole. It refers to the application of business and technical expertise to enable the delivery of a service to an organization.

"Level 1 Support" means the first team to engage with any Incidents reported by a Commissioner via IT Service Management ("ITSM");

"Major Incident Report" or "MIR" means a review which documents initial underlying causes (if known), complete resolution history, and identifies next steps or internal opportunities for improving the handling of future major Incidents;

"Priority 1" Incident or "P1" means the application is unavailable, or significant reduction or degradation in application functionality for all users;

"Priority 2" Incident or "P2" means a reduction of application functionality affecting multiple users;

"Priority 3" Incident or "P3" means a reduction of application functionality affecting an individual or a small set of local individual users;

"Priority 4" Incident or "P4" means an Incident affecting a single user, including an unexpected error or response from the application;

"Priority Level" means the level of priority of an Incident, whereby Priority 1 is the highest priority level and Priority 4 is the lowest priority level;

"Problem" means a cause or potential cause, of a single significant Incident, multiple recurring Incidents or representation of the potential cause of one or more outages;

"Problem Management Process" means an IT service management process that handles reactive and proactive problems. This process minimizes the impact of recurring incidents, and strives to identify and resolve the root cause of problems as well as proactively detect and address potential incidents, so that incidents can be prevented or mitigated;

"Product Bug" or "Bug" means the cause of the reported Incident has been identified as an issue with the core application code and will need a new release or a hotfix to resolve. The Product Bug could have materially adverse effects on the appearance, operations, or functionality of the application;

"Product Bug Process" means the process where a reproducible Product Bug (stemming from an Incident or Problem) is identified and investigated through a development sprint cycle, and the fix or resolution of such bug is released through an updated version of the application;

"Project Team" means the designated team of experts to assist on the project through to go-live;

"Receipt" means the receipt by Unily of a message via Support Portal, phone or email from a Commissioner regarding an Incident;

"Recovery Time Objective or RTO" means the maximum amount of time to recover the application to a fully functional state;

"Recovery Point Objective or RPO" means the maximum amount of time that data loss is permissible;

"Response" means a result in one of the following:

- A fix to an Incident or completion of a service request;
- A recommendation to implement a temporary workaround;
- A request for further information regarding the problem or further investigative procedures to be carried out by a Commissioner; or
- A status update was provided by Unily to the Customer on the progress of the Incident.

"Scheduled Maintenance" means a period of time during which the Parties have previously agreed (in accordance with the Agreement or otherwise) that a Service will not be available (which for the avoidance of doubt, shall include "Scheduled Maintenance" or scheduled "Patching");

"Security Incident" means the unauthorised acquisition, access, use or disclosure of the Customer Personal Data;

"Service" as defined in the Agreement;

"Service Levels" means the required level of Service;

"Service Request" means a request for such things as data export requests or planned event/announcement, account creation or any other request by the Customer and which is not an Incident. The SLAs set for completions of Service Requests can vary but are aimed to be completed within seven (7) Business Days, which commences after submissions and if an approval step is required by Unily of the Service Request in Support Portal;

“Support Portal” means Unily Support Services’ IT Service management online portal where Commissioners can log Incidents;

“Support Service” means a Service provided by Unily in respect of the application with the aim of resolving any Incident of the application and maintaining the application fully operational under Clause 2 of this Schedule; and

“Unscheduled Maintenance” means a period of time during which the Service is not available, and which is not a Scheduled Maintenance or Emergency Maintenance.

## **2. SUPPORT SERVICES.**

2.1 For the avoidance of doubt, as outlined under the Unily Statement of Work (SOW), Unily Support Services are only applicable after Customer’s technical implementation has been approved by the Customer, the Implementation Manager, and the Technical Implementation Lead. Upon such approval, the Technical Implementation Lead will transition deliverables in line with this Agreement to the Unily Support Services team.

2.2 Any amendments to the Support Services must be agreed upon between the Parties in writing.

2.3 Unily shall provide Support Services via remote services in respect of the Unily application and Services. Support Services are provided during core Business Hours as stated in this Agreement. Support Services for Priority 1 Incidents are provided twenty-four (24) hours, seven (7) days a week, 365 days a year. All reported Incidents by the Commissioner must be raised/recorded within the Unily ITSM tool via the following means: Unily ITSM Service Portal or Email to [support@unily.com](mailto:support@unily.com).

2.4 Support Services shall ensure all incident that are raised by the commissioner are triaged, categorised, and prioritised in accordance with the Unily process and practices.

2.5 Unily shall provide the Support Services personnel with suitable skills, knowledge, and experience to diagnose, investigate, trouble shoot and resolve incidents with care and diligence. Including carrying out support service-related tasks to support the Unily application.

2.6 Support Services shall provide all written communication via the ITSM Service Portal tool to audit and track. All correspondence outside of this should be captured in the ITSM Service Portal where necessary.

2.7 All Unily Support Services personnel shall perform their duties in line with industry best practices and standards in accordance with the Unily Service Management practices and Unily processes.

2.8 All Support Services can be raised via the Unily ITSM Service Portal, or by email to [support@unily.com](mailto:support@unily.com). Unily will ensure the details of the Incident are recorded in the ITSM Service Portal.

2.9 Unily shall obtain written approval of all Commissioners before implementing any proposed production changes needed as a corrective action to resolve a reported incident.

2.10 Unily will endeavor to provide support and/or resolve Incidents as soon as reasonably possible to meet the needs of the Commissioner where the resolution is within the control of Unily.

2.11 The assigned Support Services team member will provide the Customer with regular updates on the status of an open Incident and will remain accountable for that Incident until closure.

2.12 Unily shall use reasonable endeavors to minimize the interruption of the Commissioner’s business while provisioning the Services.

## **3. CUSTOMER OBLIGATIONS.** Throughout the Term of the Agreement, the Customer shall:

- Provide Unily and/or any of its personnel such access to the application as may be reasonably necessary for the proper function of the Services.
- Make available any Customer representatives who may be required by Unily to resolve the Incident.c) Communicate to Unily any changes to system configuration or usage.

- Specify Commissioners who can make use of the Support Services and ITSM Service Portal by notifying the assigned Unily CSM of such Commissioners no later than the implementation stage. Unily will not provide Support Services to any individuals who are not listed as Commissioners.
- Provide and supply all documentation and other information necessary for Unily to diagnose any Incidents or Bugs within the application in accordance with Clause 7.6.
- Copy and use any modifications, corrections, or enhancements to the application delivered to it hereunder only in accordance with the applicable license conditions granted for the application.
- Commissioner will raise Incidents to Unily via the methods stated in Support Service.
- Commissioner will raise each individual Incident separately to Unily.
- The Commissioner will be required to stay within three (3) major versions of the Unily application.

#### **4. UNILY RESPONSIBILITIES.** Unily shall ensure that:

- it shall perform the Services with reasonable skill, care and diligence;
- the Services shall be performed in accordance with good industry standards and practice;
- it shall communicate in writing any outages/infrastructure changes with the possible impact on the Customer's use of the application;
- it shall use reasonable endeavors to minimize the interruption to the Customer's business by the provision of Services; and
- it shall provide suitably qualified, experienced, and trained personnel to carry out the Services or related tasks.

#### **5. APPLICATION SUPPORT SERVICE EXCLUSIONS.**

5.1 The Support Services to be provided shall not include the correction of any defects or errors found in or resulting from the Customer's operating system, hardware or network, or any other software or code not provided by Unily.

5.2 For the avoidance of doubt, Unily will not be responsible for fixing any errors, bugs or viruses which are inherent in Microsoft Office 365 or other third-party software that is not provided or made available by Unily.

5.3 Supported Versions. Unily will only support the most current major version of the Unily application and the two previous major versions ("Supported Version"). The Customer is required to stay within the Supported Versions to continue to benefit from the latest platform capabilities, optimizations, SLAs, and to receive Support Services under this Support Policy. Unily will not back port into any version that does not qualify as Supported Version.

#### **6. SERVICE MANAGEMENT.**

6.1 Unily has defined internal Service Management practices which are aligned to industry best practices such as ITIL, Agile and ISO standards. These practices are governed by the Unily Service Management team to ensure adherence, delivery and continual Service improvement.

#### **7. INCIDENT MANAGEMENT PROCESS.**

7.1 Incidents are constantly monitored by Unily Support Services specialists.

7.2 All Incidents must be raised and recorded within the ITSM tool as a single source of truth. Incidents can be raised via the ITSM Service Portal or via email [support@unily.com](mailto:support@unily.com) which will be logged into the ITSM tool.

7.3 For each incident raised the Commissioner will be provided a unique number to audit and track their incident. The unique number for each reported Incident will be emailed to the Commissioner caller within one (1) hour of entry into the ITSM tool. This will be deemed to be an Acknowledged response.

7.4 Incidents are prioritised based on an assessment of impact and urgency by the Support Services specialist. When an available Support Services specialist of the skill set is available, the ticket is updated where diagnostics and investigation are carried out. The Customer is contacted if further details are required.

7.5 Incidents are managed with the aim of resolving the Incident as soon as possible by removing the negative impact. Where Incidents appear complicated, and no mitigating or resolution steps are yet identified, Incidents are escalated to specialist team for further investigation until resolution steps have been identified and implemented.

7.6 The Commissioner is responsible for providing all required access to information and applications in order to ensure an Incident can be investigated appropriately. Failure to do this in a timely manner could result in the Incident not being resolved and potentially closed. If further information is required by the Support Services team, the Commissioner must provide this information within a commercially reasonable timeframe or risk the Incident being closed following the requirements stated in Clause 7.8.

7.7 The Commissioner will be able to track, view and update the incident via the ITSM Service Portal. The Commissioner will be able to view all open incidents raised by them and all open incident raised by any authorised users from there organization.

7.8 In the case that the Customer fails to respond on three (3) separate occasions where Unily has requested information for troubleshooting purposes, the Incident will be updated and closed. Irrespective of the method of contact, Unily will try on three (3) separate days (not consecutive days) within a twenty-one (21)-day period and record communication attempts within the Incident record.

7.9 An incident is identified as a defect or Bug will be transferred into the Product Bug process which will follow the Product development lifecycle following DevOps methodologies and sprint cycles. Please refer to Clause 'Product Bug Process'.

**8. SERVICE LEVEL AGREEMENTS (“SLAs”).**

| <b>STANDARD INCIDENT MANAGEMENT COMMUNICATION SLAS*</b> |                        |                                 |
|---|------------------------|---------------------------------|
| <b>Priority</b>   | <b>Acknowledgement</b> | <b>Communication hours/days</b> |
| <b>P1<br/>(24x7)</b>                                    | 15 Minutes             | 1 Hour                          |
| <b>P2</b>   | 15 Minutes             | 1 Business Day                  |
| <b>P3</b>   | 15 Minutes             | 5 Business Days                 |
| <b>P4</b>   | 15 Minutes             | 10 Business Days                |

\*The Standard Incident Management Communication SLAs outlined above applies to Incidents only and are set to be communicated every 'X' Business Hours/Days (as described in the table above) until the Incident is resolved. Acknowledgement occurs when the Incident has been received and created in the ITSM System. This excludes Incidents that are identified as Product Bugs and follows a Product Bug Process cycle (as outlined under Clause 15.2 below).

8.1 As per this section Unily commits to communication SLAs to ensure Customer updates are provided in accordance with the SLAs. While the intention of the Unily Support Service team is always to resolve incidents as quickly as possible. Unily is unable to commit to resolution times. These are due to reasons including but not limited to:

- a) Amount or accuracy of the information supplied in the original ticket
- b) Unily’s ability to replicate the Incident.
- c) Modifications made to the Unily application without Unily’s prior written consent. (Unily may be unable to provide a satisfactory incident resolution).
- d) Product Bugs or Incident identified as a Product Bug or defect.
- e) Third party incident, outages, integration to applications and services such as:
  - Azure Data Centre
  - Microsoft 365 issues
- f) Customer related/caused incidents for example identity provider, infrastructure & network.

8.2 Please Note:

- a) Major Incident Reports (“MIR”) will accompany all Priority 1 Incidents, which are to be submitted to the Customer within twenty-four (24) Business Hours of the Incident being resolved.
- b) Where an MIR indicates issues outside of Unily’s control, the Incident will be excluded from availability metrics (referenced under Section 14).

c) Internal problem investigations for the root cause analysis are not SLA bound and will follow Unily Problem Management Process.

## **9. INCIDENT RESOLUTION.**

9.1 An Incident shall be deemed to be resolved when the Unily technician has provided a fix that can reasonably be expected to remove the negative impact affecting the Commissioner or the Customer.

9.2 Resolution actions may include:

- a) Communication of corrective action to the Commissioner;
- b) An architecture system restart, restore or replacement; and
- c) Creation of enhancement or Bug which will then follow the Product Bug lifecycle (please see Clause 15.2).

9.3 Once an Incident is set to resolved, the Commissioner has up to seven (7) days to test and confirm that the resolution is effective.

9.4 During the course of the investigation, if a new issue is found, a separate Incident request must be raised by a Commissioner. Aligning to industry practices and support other service management practices such as problem management including incident trending.

9.5 **Incident Closure.** Once the Commissioner has tested and confirmed the fix is effective, or once seven (7) days have passed from when the incident was set to resolved (whichever comes sooner), the Incident will be closed. Once the Incident has moved to a closed state, the same Incident cannot be reopened. A new Incident record must be created if the issue reoccurs.

## **10. CHANGE MANAGEMENT.**

10.1 Unily has defined and developed a Change Management practice which aligns to industry best practices such as ITIL, Agile and ISO Standards to ensure they are governed, adhered, and continually improved. The Change Management Process is to understand and minimize the risks and negative impacts of changes to the production services, and to document and manage the scope and implementation of changes.

10.2 The Change Management process is driven by the ITSM tool. The Change Management process is automated within the ITSM tool to ensure a single process is followed throughout its lifecycle.

## **11. DEPLOYMENTS.**

11.1 All release upgrades and deployments will be scheduled during Business Hours on Business Days between 09.00 am and 5:00 pm Monday to Thursday (London, UK local time). Unily will endeavor to ensure that any disruption to the Services is kept to a minimum where a planned upgrade and /or deployment results in an extended period of downtime greater than the planned scheduled hours, Unily will continue to work to restore Services while providing regular updates. A post-implementation report (PIR) can be provided upon request. All minor releases will be automatically deployed to staging sites which includes patches and hotfixes as and when they become available.

11.2 If a critical or security risk is identified by Unily, this may prompt Unily to upgrade or deploy as part of the Emergency Change/Deployment process. Unily will communicate prior to this being actioned.

11.3 For the avoidance of doubt, where a Customer's production site will require an outage, other than in accordance with 11.2, approval from the Customer will be required in accordance with Unily's Change & Deployment Management practices.

## **12. SCHEDULED OUTAGE AND EMERGENCY OUTAGES.**

12.1 Unily will have up to two (2) Scheduled Maintenance windows per annum. Each downtime window is scheduled from 6:00 pm (local time) Friday through to 06:00 am (local time) Monday. The precise times and

dates for this downtime will be communicated by Unily at least fourteen (14) days in advance of any Scheduled Maintenance.

12.2 In the event any Scheduled Maintenance or Patching requires downtime to be extended, Unily will advise the Customer and provide regular updates until the application is restored. Any unplanned extension to Scheduled Maintenance or Patching downtime will be considered **Unscheduled Maintenance** time.

12.3 Emergency Maintenance and Patching may be required (but not limited) to protect against imminent threats. Where reasonably practicable, an Emergency Maintenance or Emergency Patching downtime will be planned outside of Business Hours and with two (2) days’ advanced notice provided to the Customer. For the avoidance of doubt, such notice period will depend on the extent of the critical urgency.

12.4 **Disaster Recovery.** Unily has a written disaster recovery plan in place (“DR Plan”) which is tested annually to confirm that it will meet RTOs and RPOs. Unless specified elsewhere in the Agreement, the DR Plan includes an RTO of no more than twelve (12) hours and an RPO of no more than one (1) hour. Upon either Party’s determination of a disaster that may impact the Services, such Party will promptly notify the other Party and Unily will (a) implement the DR Plan and (b) provide daily updates on the status of the Disaster Recovery progress. If the Services are impacted by a disaster, Unily will provide a post-mortem report detailing all actions taken by Unily to restore the Services.

12.5 For P1 Incidents, should the application be unavailable due to a primary data center issue, the failover will automatically be triggered, and the application will be hosted out of the secondary data center until such time as the primary is available again. There will be little to no derogation of the application performance in this example. If there are complications with the failover, where the secondary data center is unavailable or that the Incident is related to the application, then a maintenance page will be displayed to anyone trying to access the site. This maintenance page can be branded and comprised of links to the critical line of business applications.

12.6 **Business Continuity.** Unily has a written business continuity plan in place (“BC Plan”), which is designed to allow Unily to continue providing all Services under the Agreement without any material interruption in the event of a business disruption and to continue operating all Unily business units or facilities that provide the Services.

**13. ESCALATION MODEL.**

13.1 The following table outlines the responsible roles where Support Services have not met the expected schedule outlined in this document.

| <b>Escalation Type</b>      | <b>Business Escalations</b>             | <b>Technical Escalations</b>   |
|-----------------------------|---|--------------------------------|
| <b>Level I Escalation</b>   | Assigned Customer Success Manager (CSM) | Regional Support Manager       |
| <b>Level II Escalation</b>  | Head of Customer Success                | Global Support Manager         |
| <b>Level III Escalation</b> | Chief Customer Officer                  | Director of Technical Services |

Requirements that are unsupported and/or referenced as out of scope (i.e., components that are managed by another vendor) are unable to be escalated. Such Incidents should be discussed within the Project Team.

**14. AVAILABILITY AND AVAILABILITY OF SERVICE CREDITS.**

14.1 Unily commits to ninety-nine-point five percent (99.5%) availability during the Agreed Service Time. For the avoidance of doubt, availability should be calculated using the following method:

$$\text{Availability} \\
 \text{Availability \%} = \frac{\text{AST} - \text{Downtime}}{\text{AST}} \times 100$$

14.2 Availability is exclusive of any planned and agreed Service outages.

14.3 Availability is measured automatically using a monitoring service that externally polls the platform homepage on a set cadence and applies authenticated application logic.

14.4 Upon request through Support Portal, Unily will provide the Customer with an uptime report in writing. The report will show the availability percentage over each calendar month, up to and including the last full calendar month, specific details of any outages including the date, and length of the outage and the cause where this was identified. Unily will determine availability based on monitoring tools and site usage.

14.5 Without prejudice to any other rights and remedies of the Customer, the Customer shall be entitled to the following Service credit if the monthly Availability percentage of 99.5% or more has not been achieved in any month:

| <b>Availability</b>    | <b>Service Credits</b>                                      |
|------------------------|---|
| < 99.5% monthly uptime | 3% refund of Access Service Charges in the preceding month  |
| < 99% monthly uptime   | 5% refund of Access Service Charges in the preceding month  |
| < 98% monthly uptime   | 10% refund of Access Service Charges in the preceding month |

14.6 In no event will the Service Availability credit be greater than ten percent (10.00%) of the then current monthly access Service Charges. the Customer is responsible for providing Unily with accurate and up-to-date contact information for the Customer’s designated points of contact. Unily will not be liable for any response times not met if the contact information provided by the Customer is out of date or inaccurate, and the incorrect contact information is the cause of the failure to meet the response times.

14.7 **Exclusions.** Availability and response time measurements do not include periods of outages or non-response as a result of the following:

- Any act or omission on the part of the Customer in violation of its obligations under the Agreement;
- The Customer’s applications, equipment or facilities;
- Availability of the Customer’s Microsoft 365 tenant;
- Resolution of Incidents related to the Customer’s Microsoft 365 tenant;
- Incidents deemed as feature requests and/or change requests;
- Incidents deemed to require custom development or configuration; or
- Unily’s or the Customer's Scheduled Maintenance under the condition that maintenance activity has been notified forty-eight (48) hours in advance.

## 15. PRODUCT DEVELOPMENT.

15.1 A Bug is an issue identified within the core application code and requires a new release to resolve. This could be either through a minor or major release. A Bug could have a materially adverse effect on the appearance, operations, or functionality of the application.

15.2 **Bug Process.** A Bug fix will follow strict testing and release methodology before approval for release to Customer and require a new deployment of the application to both the staging and production instances. Although Bugs do not have SLAs, they follow estimated average release times based on recent data to help guide expectations. Please refer to Universe for further information and changes.

- a) Incidents tagged transferred to product-specific Bugs will need to be aligned to new application version releases.
- b) Unily application versions are released approximately every two (2) weeks.
- c) The date the Bug is identified will define the version to be released.
- d) The complexity of the issue will define the release cycle of the Bug will be addressed.
- e) Fixes will need to be applied to a production environment via a Change or Deployment requests, scheduling, deployments and change controls will all need to be considered and adhered to.
- f) Hotfix solutions may be applied to critical-impact Incidents identified as product-specific Bugs in the application. Applying a hotfix will be at the discretion of the Unily Support Services team, operations, and product team.
- g) Configuration Bugs can usually be directly addressed without the need for deployments, excluding third-party systems integration configurations.



