



## SYNTECH PTY LTD SERVICE LEVEL AGREEMENT

### Overview:

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This Support Agreement sets out the terms, on which we agree to support the Computer System installed at your Practice.

#### Start Date

- a) The support services covered by this agreement will begin on the date specified in Schedule A.

#### Fees and Payment

- a) The monthly support fee to be charged to the customer is shown in Schedule A.
- b) The monthly support fee may increase if you purchase additional computers or equipment. The monthly support fee may also increase no more than once per year to reflect increases in the Australian Consumer Price Index (CPI).
- c) The support fee is due monthly and the first month is due upon acceptance of this agreement.
- d) A minimum term of 12 months applies

### Our Support Undertakings:

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In our capacity as Prime Contractor, Syntech IT will take ownership of all problems relating to the computer system implementations carried out by Syntech IT. This means that, Syntech IT will identify, diagnose and correct, or arrange to be corrected, any problems found with the implementation. This gives the client the convenience of a single point of contact for all problem resolution.

Time and materials spent by Syntech IT staff identifying, resolving and managing such problems may incur additional charges at our prevailing rates. We do not usually apply such charges if there is no overall impact on any project implementation.

Syntech IT does not accept responsibility or cost for problems that have their cause in any of the following items:

1. Any faults found with power, network or telephone cabling. We will diagnose, identify and if appropriate repair or arrange the repair of such faults.
2. Any problems with the internal operation or integration of any application program or software (including Microsoft Windows and Office applications), our responsibility for such software is limited to:
  - a. Installation of the software according to instructions provided by the manufacturer.
  - b. Integration of the software into the network environment according to instructions provided by the manufacturer.
  - c. Ensuring that a suitable backup and restore facility exists and is implemented for the software.
  - d. Performing initial problem diagnosis to determine whether the problem is internal to the software or external. Many problems are solved in this phase.
  - e. Contacting the software manufacturer or distributor to raise a support call as needed.
  - f. Following up such support calls until either a solution or suitable workaround procedure is found.
  - g. Applying such fixes as are supplied by the manufacturer or distributor.
  - h. Obtaining approval of the client prior to incurring additional costs.
  - i. Liaison with the client on the status of problems and any additional costs involved.

For Microsoft products Syntech IT has greater expertise and access to support materials for problem resolution. We will use our best endeavors to resolve problems, but cannot accept responsibility for errors introduced and not corrected by the Microsoft (or any other) software developers. Our experience is that less than 1% of problems result in additional cost.

In summary, Syntech IT will ensure that the environment is correct for software operation. The technical support staffs of the software manufacturer are responsible for in-depth problem resolution.

3. Any problems or additional work caused by variations in any project definitions or guidelines after commencement.
4. Any problems or additional work caused by errors introduced or equipment provided by any third parties. Our responsibilities are the same as for 2 above.

#### Unlimited Support & End User & Network Support

Unlimited Support excludes the installation of new equipment or software. This will be charged at a reduced rate of \$100 + GST per hour. First point resolution will be conducted remotely where possible. Onsite visits will be at the discretion of Syntech IT.

#### 100 GB Cloud Storage

Additional hardware may be required to implement offsite backups. This one off setup will be on-charged to the client.

#### Website Maintenance

If your website is developed in wordpress our cover includes up to one hour maintenance per month. This covers basic content updates and plug in management. Any new page development or redevelopment is charged at a reduced rate of \$100 + GST per hour.

#### Hours of support

This agreement entitles the client to phone Support between the hours of 8:00 am to 6:00pm Monday to Friday, Saturday 8:00am to 12:00pm, excluding Public Holidays, Australian Eastern Standard Time, until such time as the Support Subscription is cancelled.

#### Targeted response times

For issues presenting, there shall be 3 categories. Major, minor and service. The issues shall be broken down into the categories as such:

- Major – 2 hour response time (within business hours)  
Major issues shall be any issues which stop the business from carrying out work. These shall include major network failures, whereby the network and software is failing to connect.
- Minor – 6 hour response time (within business hours)  
Minor issues shall be any issues relating to the day-to-day operation of the network. These will include issues that have an impact on the workings of the business, but are not mission critical
- Service – 48 hour response time  
Service issues will be issues that are affecting the performance of the network, but not stopping workflow.

In summary Syntech IT will act in a highly professional capacity to ensure both a successful project implementation and your entire satisfaction.

#### **Your obligations:**

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1. You agree to allow us to install remote management software to monitor and maintain your system.
2. We will need you to make personnel available and to provide information, facilities, services and equipment as and when needed so that we can perform our obligations.
3. Promptly notifying us of any error message or problem with the network.
4. You agree to provide us with a direct in-dial extension, so we can remotely access the network. We may use this access to install Updates and Upgrades, to check the performance of the computer network and remedy any faults found.
5. We do not accept any liability for damage to data, the Software or other systems as a result of remote access. You agree to implement security, backup and disaster recovery procedures to protect against damage as a result of remote access. We can assist with this.

#### **Term and Termination:**

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1. This Agreement is effective until terminated by either party.
2. Except where a minimum term applies, either party may terminate support services on 30 days prior written notice to the other.
3. If support is terminated, you must pay all fees to the date of termination.
4. Customers who call for support after they have terminated their support agreement will be charged the then current support fee per call.

**IT SUPPORT Acceptance Agreement**

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YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR ARRANGEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THE AGREEMENT.

Signed:..... (customer)

Name: .....

Practice Name: .....

Date: .....