

# Smarter Drafter Pro Service Level Agreement (SLA):

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This Service Level Agreement (or SLA) specifies Service Levels and availability for Smarter Drafter Pro and forms part of, and is subject to, the terms of the Customer Agreement.

## 1 Definitions

1.1 Defined terms in this Services Level Agreement have the meaning given to them throughout this agreement, in the Customer Agreement, and as follows.

**Customer, you, your** means the entity identified as the Customer in the Customer Agreement.

**Customer Agreement** means the agreement in place between the Customer and Tensis for access to and use of Smarter Drafter Pro.

**Tensis, we, us, our** means Tensis Group Pty Ltd (ACN 163 715 428).

**Problem** means defects in the accessibility or performance of a function or component of Smarter Drafter Pro which had previously performed as expected, categorised according to severity as set out in this SLA.

**Response Time** means the elapsed time from the time we receive notification of an incident in accordance with this SLA until we notify the Customer that we have begun to provide assistance.

**Support Hours** means 9:00AM to 5:00PM Australian Eastern Standard Time or Australian Eastern Daylight Time, as applicable at the time.

**Target Resolution Time** means the target time between the Response Time until we provide a fix or a workaround for the relevant Problem.

## 2 Purpose

The purpose of this SLA is to define the levels of support and responsiveness for Smarter Drafter Pro. The SLA ensures that Tensis maintains a high level of service and responsiveness to meet its customers' varying needs.

## 3 Service delivery

Support service delivery for Smarter Drafter Pro is provided through two distinct models, depending on the method of purchase. Both models are set out below and apply to a Customer accordingly.

### 3.1 Direct sales support

Where a Customer's Order is directly with Tensis, support services are provided by Tensis in accordance with this SLA.

- **Primary Contact:** Tensis will act as the primary support provider for support requests for all Problems to be made in accordance with Section 4.5 of this SLA.
- **Response Time and Target Resolution Times:** All support requests for Problems will be handled in compliance with the Response Times and Target Resolution Times set out in this SLA.

### 3.2 Partner-led support

For a Customers whose Order was placed with Tensis by a Partner on its behalf, the Partner is responsible for delivering first-line support, with escalation to Tensis as necessary.

- **Primary Contact:** The Partner is the initial point of contact for all support requests for all Problems.
- **Escalation Procedures:** The Partner will escalate unresolved or complex Problems to Tensis in accordance with the escalation pathways agreed between Tensis and Partner.
- **Partner Enablement:** Tensis provides its Partner with support tools, training, and resources to provide such support meet the obligations defined in their agreement with Tensis.

Both support models are designed to ensure that the Customer receives assistance in accordance with this SLA.

## 4 Service commitments

### 4.1 Prioritisation

To ensure timely and efficient support Problems are categorised based on their impact and urgency. Each category is defined by the severity of the issue, the number of users affected, and the extent to which critical functionality is impaired and establishes the framework for Response Times and Target Resolution Times, aligning support efforts with the needs of the affected users. The following chart sets out the necessary information for determining Problem severity.

Severity Classification	Severity Category	Description
P1	Critical Problem	Severe incidents where Smarter Drafter Pro is completely unavailable or critical functionality is inaccessible, impacting all users. Example: System outage or data loss.
P2	High-priority Problem	Significant functionality is impacted, but a workaround might exist.

		Example: Major features not working as intended for multiple users.
P3	Medium-priority Problem	Smarter Drafter Pro functions are impacted in a non-critical way, or the issue affects a small group of users. Example: Intermittent access problems or minor bugs.
P4	Low-priority Problem	Non-urgent issues that do not impact core functionality or have little user impact. Example: Feature requests, general inquiries, or cosmetic issues.

#### 4.2 Response Times and Target Resolution Times

Response Times refer to the maximum time allowed for Tensis' support team to make initial contact with the Customer after a service request or incident report is received and the Target Resolution Times refer to the time in which we will endeavour to resolve the Problem. These times do not indicate or guarantee the timeframe for issue resolution, which may vary depending on the complexity of the matter, required resources, and other influencing factors.

Target Resolution Times are intended to give the Customer a guide only and are not guaranteed and any failure to resolve a Problem within the Target Resolution Time is not a breach of this SLA.

The Response Times and Target Resolution Times for each severity classification are as follows.

During the **Support Hours**.

Severity Classification	Response Time	Action
P1	Within 1 hour	Lead Engineer and all required engineering resources assigned with continuous effort until resolved or viable workaround implemented
P2	Within 3 hours	Senior engineer assigned; resolution efforts prioritised until issue is mitigated or resolved

P3	Within 6 hours	Assigned to appropriate team for resolution as part of standard release cycle
P4	Within 1 business day	Routed to appropriate team and considered in future roadmap or product releases

These response times reflect Tensis’ commitment to addressing customer concerns promptly, with prioritisation based on the severity and impact of the issue reported.

### 4.3 Maintenance and scheduled downtime

Planned maintenance and scheduled updates may result in temporary service interruptions. The default daily scheduled maintenance window is 5pm to 8pm (AEST or AEDT as applicable). Tensis will provide reasonable advance notification of any other scheduled downtime to minimise disruption and manage user expectations and will use reasonable endeavours to provide you notice in accordance with the below, unless such maintenance is due to an emergency in which case may need to undertake such maintenance without notice, including as permitted in your Customer Agreement.

Notifications will include the following.

- **Scheduled Time and Duration:** Details of when the maintenance will occur and the expected impact window.
- **Scope of Impact:** Information on which functionalities or services may be unavailable during the maintenance period.
- **Post-Maintenance Updates:** Confirmation when the maintenance is complete and services are restored.

These proactive measures ensure transparency and allow users to plan accordingly during scheduled maintenance windows.

### 4.4 Hours of operation

Tensis provides support services from during the Support Hours.

Tensis is committed to minimising operational impact and ensuring timely responses, even outside of the Support Hours, in accordance with this SLA.

### 4.5 Methods of contact

Tensis provides the following channels for Customers to contact the Tensis support team.

- (a) **Primary Contact – Support request form:** Customers can submit tickets and support requests via [this support request form](#). This is the primary and preferred

method for logging tickets and ensuring they are addressed within the defined response times.

- (b) Help Centre: Customers can also access the [Help Centre](#) for self-service resources and FAQs. This platform offers guidance and troubleshooting materials to assist with common issues.

#### 4.6 Methods of response

The Tensis support team will respond to Customer's requests using the following methods, as appropriate to the nature of the inquiry.

- (c) Primary Response - Email: Support responses will typically be provided via email, ensuring clear documentation of the issue and proposed solutions.
- (d) Secondary Response - Video Call: For issues requiring detailed discussion or real-time troubleshooting, the support team may arrange a video call. This will be scheduled in coordination with the customer.

These response methods allow Tensis to effectively address the Customer's needs while ensuring timely and transparent communication.

#### 4.7 Scope of support

Tensis' support services are designed to address Problems, technical issues, troubleshoot software functionality, and provide general guidance on Cloud Product use. However, certain matters fall outside the scope of support provided directly by Tensis.

- (e) General Guidance: The support team is available to offer advice and assistance on using the software within its intended functionality.
- (f) Training and Implementation Matters: For training, in-depth implementation, or advanced customisation requests, such will be undertaken either by a Partner or by Tensis according to a SOW for Professional Services and are outside the scope of this SLA will refer customers to our certified reseller and consulting partners.

By focusing on technical support and leveraging the expertise of our partners for training and implementation, Tensis ensures that customers receive specialised assistance while maintaining a streamlined support process.

#### 4.8 Third party application support

The Cloud Product integrates with Microsoft Word through a dedicated add-in and offers integration to various third-party systems. While our support team will work diligently with the Customer to troubleshoot and resolve issues related to these integrations to the extent that they relate to Smarter Drafter Pro, there may be instances where resolution requires input or assistance from Microsoft or the third-party provider.

In such cases, Tensis will facilitate communication and provide all necessary information to expedite the process, but the final resolution may be dependent on the external provider's

response and actions. Customers will be kept informed of progress throughout the process to ensure transparency and minimise disruption.

## 5 Assurances

### 5.1 Service availability

We will use commercially reasonable efforts to meet an Uptime Percentage of at least 99.95% in any given calendar month. All availability calculations will be based on our system records and will be calculated as the number of minutes Smarter Drafter Pro is accessible and not suffering from an outage during each calendar month, divided by the total number of minutes in the calendar month, subject to the exclusions set out in Section 6 of this SLA below.

### 5.2 Remedies

- (a) Subject to the exclusions set out below, the Customer's sole and exclusive remedy for:
- (i) Smarter Drafter Pro failing to meet the target Uptime Percentage in a given calendar month; and
  - (ii) a period of two (2) or more consecutive business days during which the Customer is unable to access a business-critical function of Smarter Drafter Pro,
- will be either, in Tensis' discretion:
- (iii) a credit applied to or deducted from the Customer's next invoice; or
  - (iv) a refund,
- equivalent to the daily cost of the Customer's Fees for its subscription to Smarter Drafter Pro multiplied by the days the Customer is impacted.
- (b) To qualify for the remedy the Customer must submit a formal request within twenty (20) days of the issue being identified.
- (c) The credit or the refund will be made available either by Tensis directly or by a Partner (where applicable).

## 6 Exclusions

The calculation of the uptime and corresponding remedies do not apply to the following situations:

- issues caused by third-party connections, products, and/or integrations;

- downtime or performance issues resulting from scheduled or emergency maintenance or factors beyond Tensis' control, such as Force Majeure Events; and/or
- negligent acts or omissions of the Customer.

## 7 Review and amendments

This SLA is subject to periodic review and may be updated by Tensis to reflect changes in service offerings or customer feedback. Customers will be notified of any significant changes to the SLA. The then current SLA will be on Tensis' website and/or otherwise made available to the Customer. The date set out at the start of this Service Level Agreement will indicate the date it was last updated.