**Annual Support and Service Level Agreement**

[*insert relevant date*]

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| BETWEEN | | |
| [*The DSpace Client*] | AND | *Prosentient Systems Pty Ltd*  *7.03/6a Glen St, Milsons Point, Australia 2061   (Prosentient Systems)* |

Commencement and Duration

1. This agreement is for the period [*insert dates*].
2. This agreement may be renewed at the end of the maintenance period at the discretion of the client.

Service Scope

1. This agreement defines the service levels and charges for annual support of Prosentient DSpace support services provided by Prosentient Systems.

Prosentient Systems Responsibilities and Requirements

1. Prosentient Systems will provide maintenance services and software support for DSpace. Maintenance services and software support includes:
   1. The rectification of bugs and software faults, and bug-fix support for customisations. An example of bug-fix support for customisations is, in relation to the download cart, bulk upload scripts and java-level changes;
   2. The release of new software versions, DSpace upgrades, and software-related installation;
   3. Configuration changes for DSpace and surface layer changes to the web interface, including assistance where required for the addition of collections and communities;
   4. The creation of an additional DSpace instance on the same server;
   5. Fault support, email product support and web server DSpace application support in collaboration with the client’s IT services. Fault reports may be submitted by email or through our online fault tracking system. Email responses to fault reports will generally be provided within 24 hours of receipt of fault reports.
   6. Support for the application leader.
2. Maintenance services and software support does not include:
   1. Assistance with the client’s software, systems or networking facilities other than those related to faults associated with the use of DSpace and associated services;
   2. Training or staff/client helpdesk support other than server-side software fault rectification.
3. Optional pre-paid help-desk support and training is available.
4. Support hours are 9am to 5pm AEST, excluding NSW public holidays.
5. Service availability between 1 am and 3 am may be degraded due to backup and server maintenance.
6. Prosentient Systems will provide scripts to backup your DSpace data and documents.
7. Prosentient Systems will collaborate with the clients IT/hosting provider in any DRP tests.
8. Bug fixes, patches and change control will be advertised through our Mantis tracking system.
9. Enhancements to the DSpace product requested by the Client will be quoted at our standard hourly rates.
10. Prosentient Systems provides an option for registration of your DSpace service with handle.net.
11. This option is charged separately.
12. Charges for this service include handle.net registration, annual fees and any currency conversion costs.
13. Host services, equipment and extensions to DSpace remain the property of Prosentient Systems.
14. Prosentient Systems assumes no responsibility for the network connection of the client.
15. Prosentient Systems will not be liable for any damage or loss, howsoever caused, incurred to the client as a direct or indirect result of using DSpace and associated services.

Client Responsibilities and Requirements

1. Where installed on a server managed by the client, it remains the responsibility of the client to perform suitable backups and put in place suitable business continuity plans in cases of equipment or network failure.
2. The client will provide offsite and system image backup functions.
3. The client will provide facilities for system recover/server replacement in case of systems failure of the current hosted application.
4. The client may at any time export and re-use their DSpace collection.
5. DSpace database content remains the property of the client.

Charges

1. The annual fee for maintenance and support services is that as quoted on our website.
2. Maintenance and support service fees will be increased annually by an amount reflecting changes in the Consumer Price Index (CPI).
3. Billing for the service will be annually in advance.

Refunds

1. Where Prosentient Systems terminates the agreement for fails for whatever reason to provide the service within the terms of this SLA, Prosentient Systems will refund the remainder for the charges for the current subscription period. Otherwise, maintenance service fees are non-refundable.
2. Handle.net fees are non-refundable.

Agreement Termination

1. Prosentient Systems or the client may terminate this agreement with notice of 6 months.

**Signed**

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Edmund Balnaves

Prosentient Systems Pty Ltd

[*Insert date*]

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[*Insert client details*]

[*Insert date*]