**Annual Support and Service Level Agreement**

[*insert date*]

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| BETWEEN |
| [*The Inter-publish 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 hosting period at the discretion of the client.

Service Scope

1. This agreement defines the service levels and charges for annual support of Prosentient Inter-publish hosted services provided by Prosentient Systems.

Service Provider Responsibilities and Requirements

1. Prosentient Systems will provide hosting services and software support for Inter-publish.
	1. Software support includes rectification of bugs and software faults, release of new software versions, software updates, software-related installation, fault support and email product support.
	2. 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.
	3. Support hours are 9am to 5pm AEST, excluding NSW public holidays.
	4. Hosting services and software support does not include assistance with the client’s software, systems or networking facilities other than those related to faults associated with the use of Inter-publish and associated services.
	5. Hosting services and software support does not include training or staff/client helpdesk support other than server-side software fault rectification.
2. Optional pre-paid enhancement and phone-based support and training is available.
3. Bug fixes, patches and version upgrades will be advertised via the Prosentient Inter-publish Discussion List or by email to the clients registered Inter-publish administrative accounts.
4. Enhancement to the Inter-publish product requested by the client will be quoted at our standard hourly rates.
5. Our Service uptime expectation is greater than 95% for server availability.
6. Prosentient Systems will undertake nightly database backups.
7. Service availability between 1am and 6am may be degraded due to backup and server maintenance.
8. Where the hosting server is unavailable for networking, hardware or other reasons for a period exceeding 48 hours, a standby server on a separate data link will be engaged to provide ongoing operation.
9. Prosentient Systems assumes no responsibility for the network connection of the client.
10. 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 Inter-publish and associated software provided by Prosentient Systems
11. Host services, equipment and extensions of Inter-publish remain the property of Prosentient Systems.

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. Should client network usage of the service exceed 40GB (upload/download) per month, Prosentient Systems may require the installation of a dedicated network service to support client network usage.
	1. The cost of a dedicated network link will be added to the monthly service charge.
	2. The indicative cost of a dedicated link is $100 per month.
	3. Should the client decline to pay for a dedicated network link in these circumstances, Prosentient Systems reserves the right to throttle usage or terminate this agreement.
3. Inter-publish database content remains the property of the Client.

Charges

1. The annual fee for hosting and support services is that as quoted on our website.
2. Hosting 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 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, hosting service fees are non-refundable.

Agreement Termination

1. Prosentient Systems or the client may terminate this agreement with notice of 3 months.

**Signed**

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Edmund Balnaves

Prosentient Systems Pty Ltd

[*Insert date*]

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[*Insert client details*]

[*Insert date*]