



AUTOMOTIVE SERVICE IT



DEALER MANAGEMENT IT

SERVICE LEVEL AGREEMENT



Introduction

This Service Level Agreement (**SLA**) describes and defines the scope of support provided by SCSL and its agents, and covers the delivery of the Software applications, including those delivered using Hosting Services or SaaS Services.

Software only Customers

The responsibilities and management process of Support Calls made by the Customer in the course of its day-to-day business and the scope of the Software support provided by SAM and its agents are defined below.

Additionally, the interaction with other second level suppliers in the call resolution process, SAM's expectations of Customers in maintaining adequate levels of staff training and knowledge to operate the software system, and how priorities are assigned and used in both the support ticketing system and the Software development register.

Hosted Software/SaaS Service Customers

In addition to the above, hosted Customers and Customers using SaaS Services must take steps to ensure their use does not unreasonably impact SAM/TSI Group or other customers.

SAM's expectations of the Customer, including policy arounds system use, are defined below.

Terminology

Unless the context requires otherwise, capitalised terms used in this SLA have the meanings given to them in SAM's Standard Terms (available at www.sam.co.nz/terms-conditions). In addition, the following terms have the stated meaning:

Consultancy Work: Providing professional advice or work to the benefit of the Customer, not directly related to resolving Software related issues.

Hosting Services: The provision of Software applications, network connectivity, application management, server administration, security, storage/back up and other services related to the provision of software services.

Primary Service Provider: SAM as provider of the SSC.

Response Time: When acknowledgement of the original Support Call is made by the Primary Service Provider and action towards resolving the issue commences.

Resolution: When the Primary or Secondary Service Provider resolves the Support Call to the satisfaction of the Customer.

SaaS Services: The provision of Software on a software-as-a-service basis.

SAM: SAM Computer Systems Limited.

Secondary Service Provider: Other organisation(s) such as those responsible for the management and support of the Customer's hardware and LAN infrastructure.

Software: The SAM software in relation to which the Customer has subscribed to Support Services or is receiving Hosting Services, or that the Customer has subscribed to as a SaaS Service.

SSC: Software Support Centre.

SSC Manager: The manager of the SSC.

Support Call: The provision of assistance to a person in resolving an issue relating to the Software, the Hosting Services and/or the SaaS Services.

System Administrator: The person responsible for IT related issues within the Customer’s business.

Underlying Systems: The IT solutions, systems and networks (including software and hardware) used by SAM to provide the Hosting Services or SaaS Services, including any TSI Group or third party solutions, systems and networks used by SAM to provide the Hosting Services or SaaS Services.

Part A - Scope of Support Services -

1. The Software Support Centre

The primary role of the SSC is to provide support and management for all calls relating to the operation of the Software within the Customer’s business environment, and all issues relating to the Software, the Hosting Services and/or the SaaS Services.

Calls identified by the SSC as being related to the Software but the responsibility of a Secondary Service Provider (eg 3rd party hardware vendor) will be either passed back to the System Administrator or forwarded to that 3rd party organisation and managed in accordance with the *Call Priority Definition* table below.

Calls identified by the SSC as being unrelated to the Software, the Hosting Services and the SaaS Services will be returned to the Customer’s System Administrator for forwarding to a Secondary Service Provider(s) as and if required, in accordance with the *Call Management Definition* section below.

Any Consultancy Work not directly related to the Software is not covered by this SLA and will be charged separately. This includes time spent resolving issues attributable to any failure to use the Software in accordance with the Documentation (e.g. failure to comply with SAM’s hardware and network recommendations).

be compatible with any application, program or software not specifically identified as compatible in the relevant Software, Hardware or Services specifications

Hours of Operation - SSC

Monday to Friday 07:30 – 17:30 NZST (or, for Customers outside New Zealand, 07:30 – 20:00 NZST) on Business Days

Extended support is available to 21:00 weekdays and 08:00-20:00 NZST weekends. This service attracts an additional charge.

Outside of the above hours SAM will gladly discuss additional support options.

Call Priority Definition

The table below defines the priority of each call, giving a generic example and response time.

Circumstances can change during the life cycle of an issue as more facts become known. The Call Priority should reflect this and it is therefore subject to change at the request of either the SSC or the Customer.

Call Priority	Definition	Example	Response Time
1	Impeding users’ ability to trade	Entire system down, branch or department inoperable	0-2 hours

2	Limits users' ability to conduct daily duties	Unable to login, printing issue	0-4 hours
3	General enquiry by user	Operator or advanced user enquiry	0-2 working days
4	Program request	Programming enhancement	Agreed timetable

All Priority 1 calls are flagged to the SSC Manager and further warnings are automatically generated within the SSC Call Logging System to ensure that resolution is achieved within SAM's guidelines.

Note: Resolution within the guidelines is sometimes not possible due to external issues and influences (eg power outages, lack of a suitable data backup, waiting for data backup to arrive at the SSC) beyond the control of SAM.

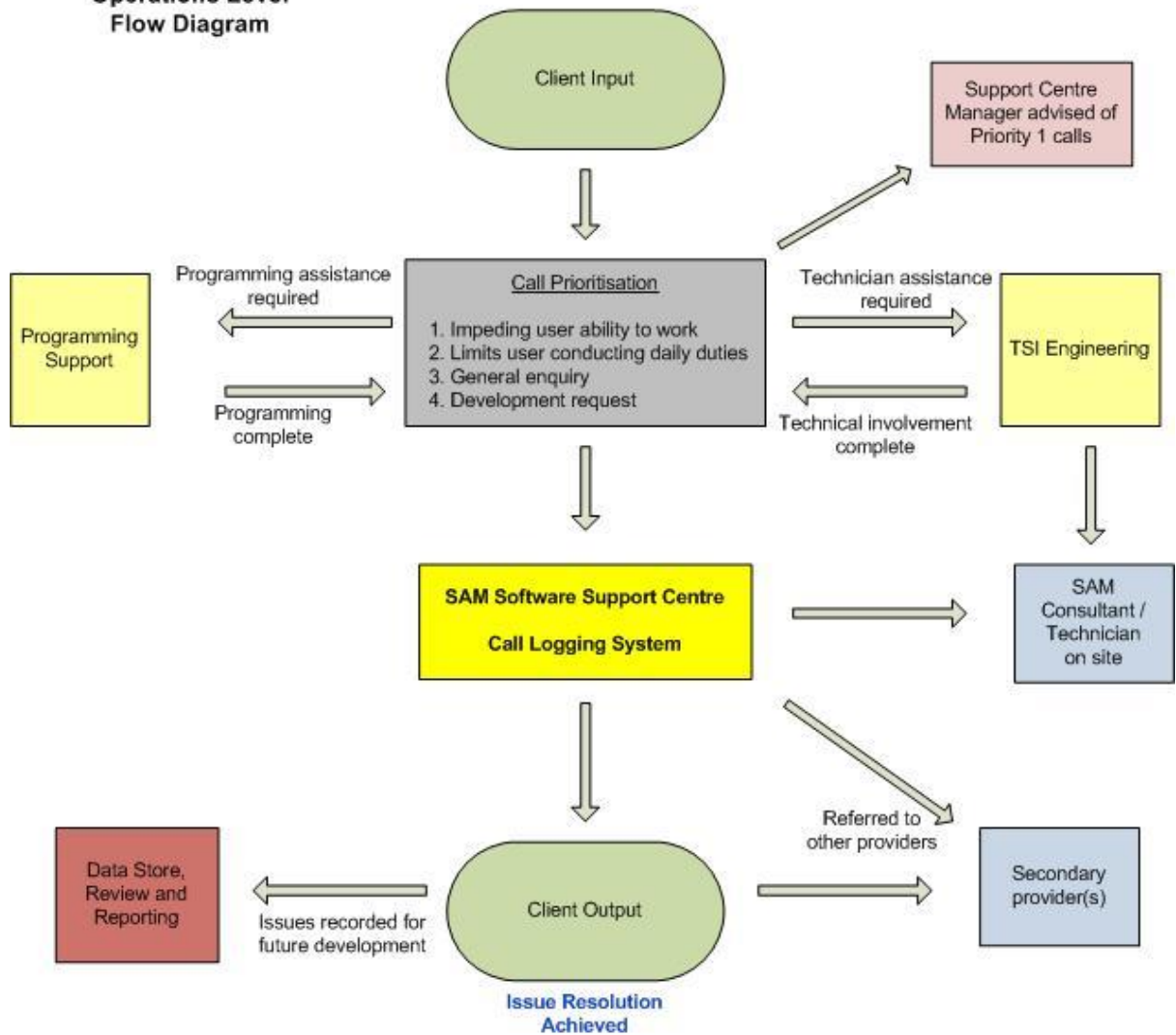
Call Management Definition

All calls will be allocated a log number and a Call Priority status and will be date / time stamped when placed within the SSC Call Logging System.

Calls relating to the Software, the Hosting Services or the SaaS Services will be managed by SSC through to their successful resolution at which time they will be closed.

Calls identified by SSC to be unrelated to the Software, the Hosting Services and the SaaS Services will be returned to the Customer's System Administrator as defined in the Scope of Support section above. They will then be closed.

**Operations Level
Flow Diagram**



[Drafting note: SAM to update the chart above so that it is suitable for both SAM and Orion and to reflect the terminology now used in this document as follows:

- change "Client" to "Customer"
- change "Support Centre Manager" to "SSC Manager"
- change "TSI Engineering" to "SAM engineering"
- change "SAM Consultant/Technician" to "SAM consultant/technician".]

2. Software Development

The Development Register and User Input

SAM is committed to the ongoing development of the Software's core system. This development includes software fixes (commonly called "patches") and the integration of new technology as it becomes available. Having said this, the vast majority of development is and will remain at the request of our users.

SAM maintains a permanent software development register into which all enhancement requests and non-urgent fixes are loaded.

All customers that subscribe to Support Services (i.e. those paying for monthly support) and those receiving rental Software, Hosting Services or SaaS Services and their staff are able to request software enhancements. These requests are then loaded into the Software's Development Register. SAM's Product Manager and programmers jointly review all requests, accept them for development if possible and

reasonable, and allocate a priority to each request for inclusion in the Software when resources and time allow.

Additional Options

As well as continuing to develop the Software's core system for the benefit of existing users and customers, SAM will make new optional software developments available from time to time.

These are separately chargeable and may attract additional monthly Support Charges. There is no obligation to purchase any additional options.

Third Party Access to the Database

Access to the Software's data by third parties including, but not limited to, manual editing of any system or data file, access via ODBC driver or similar is SPECIFICALLY EXCLUDED from support and is outside the scope of the Support Services.

Any and all support and assistance related to problems caused by access to the Software's data by any entity (human or other system) other than the Software application itself or SAM staff and agents will be charged on a time and materials basis at the then retail hourly rate.

Changes carried out by users under the direct supervision of SAM personnel (via telephone for example) will not be considered to have been carried out by a third party and will be fully supported.

Any variation to this by SAM must be in writing.

3. Customer Responsibilities

Fees and Charges

The payment of ongoing monthly Software Rental, Hosting Services, SaaS Services and Support Services fees (as applicable) is a requirement for access to the SSC and other services of SAM.

For the Orion Software, SAM X (rental), SAM MYOB (rental), and SAM Elite, payment of Support Charges is also a requirement for ongoing validation of the Software licence.

Remote System Access

The Customer must (unless the Software is hosted or provided as SaaS Services) provide a remote access facility using an approved communication method, ideally secure VPN. Where possible, this connection should be directly into the Software's server.

System Administrator

The role of System Administrator usually naturally falls to a senior or key person in the Customer organisation. This person is expected to have completed the Software's System Administration training module and maintain a level of competence in the following areas:

Required:

- ❖ Managing and maintaining system backups including verification of backups
- ❖ Managing server maintenance, startup and shutdown procedures
- ❖ Maintaining a compatible (with SAM) data transfer medium
- ❖ Awareness of security issues including virus risk
- ❖ How SSC connects to the site and issues around remote support
- ❖ SAM's call logging and enhancement request procedures

- ❖ Understanding of key responsibilities and support procedures of any third party vendors
- ❖ Site-specific issues including access to usernames and passwords for any third party supplied elements of the system e.g. internet access

Desirable:

- ❖ Maintaining a system incident log
- ❖ Basic knowledge of networking & hardware issues

Good backup disciplines and Virus prevention techniques will minimise the risk of data loss and/or downtime. SAM will make every effort to assist with these but cannot be held responsible for any losses due to hardware failures, Virus attacks or backup data loss.

Accountant / General Ledger Administrator

The SAM Software Elite package and the Orion Software contain a comprehensive and potentially complex General Ledger and Financial Accounting system. Where a Customer has purchased (if applicable) and elected to run the General Ledger and Financial Reporting module, it is expected and assumed that sufficient knowledge exists and will be permanently maintained within the Customer staff to run this facility (this may include external resource e.g. an accountant). The person/people responsible for this are expected to complete the Software's appropriate Administration and General Ledger/Accounts training module(s).

Specialist accounting resource exists within the SSC but support is, of necessity, limited to the Software's system issues and does not extend to pure accountancy advice or assistance (note that this is available as a separate, chargeable service).

General System Issues

It is expected that all users will report all errors and problems to the SSC without undue delay. This assists with issue resolution and reduces the impact of any data loss or corruption.

Continued negligence and/or ignoring error messages may be deemed to be outside the scope of support if this results in additional and/or time and/or work being incurred by the SSC. This additional time may be charged separately to software support charges.

Training

A reasonable commitment, both financial and operational, to ongoing training is required. New staff should be trained properly and fully by SAM's trainers. This will increase the productivity and accuracy of new staff and should be viewed as an investment in the business infrastructure. It is especially important when key staff and/or management changes occur and is a requirement for the General Ledger administrator (if applicable) and System Administrator positions above.

The Software's training structure is modularised and the installation training budget in all cases assumes that trainees will be available for the entire training session and will be fully focussed during this time. As part of the commitment of the business to maximising the benefits of the Software's installation, it is expected that management will ensure all trainees are available and ready at the appointed training time. This training should be conducted in a separate room, away from the trainee's normal work area.

Re-training for trainees who are unreasonably interrupted during their training session and/or trainees who fail to attend training at the appointed time may result in the training budget being over-run. All training over and above the budget is separately chargeable.

4. Hosting Services and SaaS Services

End Use by Hosted/SaaS Customers

Hosting Services and SaaS Services may be suspended or terminated for violations. The Customer is solely responsible for breaches of this policy by Customer or anyone using the Customer's Hosting Services or SaaS Services, whether authorised by Customer or not.

Access and Acceptable Use

The Customer will ensure that only authorised and approved users access the Software, the Hosting Services and the SaaS Services.

It is the Customer's sole responsibility to ensure that the Software, the Hosting Services and the SaaS are not used for illegal, unlawful, fraudulent or harmful purposes.

It is the Customer's sole responsibility to ensure that the Software, the Hosting Services and the SaaS Services are not used for activities that breach bulk/commercial mailing standards and that users comply with conventions for postings to bulletin boards, blogs, discussion sites etc. In particular the Customer must prevent user behaviour that could bring about Denial of Service or similar attacks that could impact on SAM's or its service providers' systems and other customers.

The Customer indemnifies TSI Group for loss, liability, damages or penalties arising out of unauthorised use or any violation of this SLA.

SAM may suspend service if it reasonably believes this is necessary to protect the Software, the Hosting Services and/or the SaaS Services, and/or any IT solutions, systems and networks (including software and hardware) used by SAM to provide the Hosting Services and the SaaS Services, and/or other customers; or if there is a security emergency; or if requested to do so by a law enforcement of government agency.

Routine maintenance will whenever possible be carried out outside of business hours with an intention to cause the least possible disruption to the Software, the Hosting Services and the SaaS Services and Customer access and use. Customers will be notified in advance of any scheduled maintenance activity.

Provision of Hosting Services

SAM may sub-contract the provision of any part of the Hosting Services and SaaS Services without the need for Customer consent.

Customer data – in the form of compressed encrypted backups – may be stored in one or more of SAM's or its service providers' hosted environments and may be moved between these without any need for Customer consent.

5. Requirement for Support Services

SAM

Some of the SAM software's features are only available to Customers that subscribe to Support Services. These include:

- ❖ Automated WoF Check Sheet printing
- ❖ Microsoft Word Mail Merges
- ❖ Time Clocking
- ❖ Workshop Loading including Diary
- ❖ Head/Sub Accounts Transfer Facility
- ❖ Rental Reports
- ❖ Fleet Management
- ❖ Divisional Sales Reporting
- ❖ Point Of Sale Module
- ❖ Forecourt Point Of Sale Interface
- ❖ AA (NZ) Interface
- ❖ Brake Lane Interface

- ❖ Opticon PDA/Scanner Link
- ❖ Email via SMTP

On cancellation of Support Services, all subsequent calls to the helpdesk will be individually chargeable. The current rates are:

- ❖ Minimum charge each call: \$85 + GST (up to 15 minutes of helpdesk time)
- ❖ Thereafter consultant time is charged at the current retail hourly rate

Software updates are also chargeable for sites that are not subscribed to Support Services. Pricing for these updates is:

- ❖ Lite \$195 + GST
- ❖ Workmate \$295 + GST
- ❖ Supermate \$395 + GST
- ❖ Elite \$495 + GST

Note that Software updates require each previous update to be sequentially loaded (updates cannot be skipped).

Orion

The Orion Software (unless provided as Rental Software or a SaaS Service) is licenced on a “right to use in perpetuity” basis and, as per the Fees and Charges section above, paying the Support Charges is a requirement of ongoing licence validation. If the Orion Software is not being actively used for processing (perhaps where a working copy is being kept running for several months after a business sale or similar for archiving lookup purposes), the support charge can be reduced to a “Washup” level. This is a nominal amount which provides full helpdesk support but does not necessarily include software version updates although these may be provided at SAM’s discretion. Some features and add-ons will also be disabled.

Where the Orion Software is not being used at all no support payment is required but the system will be de-activated and any subsequent time and material costs incurred in providing access and/or data from the system will be charged at SAM’s normal rates for these services.

Part B - Scope of Hosting Services -

1. Overview

The Hosting Services include:

- ❖ Network connectivity
- ❖ Application management
- ❖ Server equipment
- ❖ Maintenance and Monitoring
- ❖ Server Administration
- ❖ Storage and backup services
- ❖ Application support

as further described below.

Network Connectivity

SAM will provide network connectivity for any server(s) provided by the Hosting Services. The server(s) will reside in SAM’s Auckland business premises.

The Customer will connect to the server(s) via data circuits, internet or other appropriate communication media; such connections into the SAM hosted environment to be secured and managed as required by SAM staff.

Server Equipment

SAM will provide server resource to support Customer's software application. Unless specifically otherwise stated, servers are virtualised with fully configured RAID failover and supported by off-site backups. SAM is responsible for implementing, supporting and replacing hardware components should a failure occur.

Should the Customer specify an operating system, SAM will only run vendor-supported versions of the operating system.

The Customer will be notified about any changes in the support status of the operating system version. Customer is responsible for ensuring that their software application is compatible with the supported version of the operating system unless the software application is a SAM product in which case SAM is fully responsible for compatibility.

Servers will be physically located in the SAM computer room which is an environmentally controlled space. Only authorized staff are permitted in this room.

Servers are connected to UPS backup power sources, with motor generator backup for extended power outages. In the event of any power outage, UPS backup provides initial "up time" during which the generator is prepared and connected - the generator can then provide electricity indefinitely.

Monitoring and Maintenance

SAM actively monitors the server environment and will notify the Customer of any system failures detected. Problems resulting in any system failure detected during regular business hours will be notified immediately and corrected as soon as possible. Other, non-critical problems will be resolved during regularly scheduled maintenance periods.

SAM makes no guarantees of system availability. In the event of a natural or other disaster, SAM has a series of plans for restoring services. Services have been categorized into four different levels of priority ranging from Business Critical (1) to Low Impact (4). Servers and hosting services provided under the Hosting Services are categorised as Priority 1 (see Part A above – Call Priority Definitions).

Server Administration

SAM will provide systems administration for the server(s) and applications covered by the Hosting Services. Services may include:

- ❖ Initial server building including setup and operating system configuration
- ❖ Normal business hours contact support
- ❖ System configuration including:
 - Network implementation and maintenance
 - File system setup
 - Configuration of remote print services
 - Email account management
 - Liaison with third party data storage hosts
- ❖ Operating system level user administration including:
 - Creation of accounts
 - Suspension of accounts
 - Revocation of accounts
 - Bi-annual audit

- Application and management of operating system updates
- Application and management of anti-virus updates
- Application and management of anti-spam software and/or devices
- ❖ Hardware installation
- ❖ Installation and maintenance of power distribution system
- ❖ Installation and maintenance of console access system
- ❖ Application software installation
- ❖ Installation of operating system
- ❖ Maintenance of system security

Requests for services under system administration (user management, etc.) should be made by the Customer through their designated technical contacts as described below.

Storage and Backup Services

Each server includes sufficient disk storage to accommodate the operating system, monitoring software, backup software and the Customer's application software. This storage space is backed up on a daily basis by SAM for disaster recovery purposes and in addition the server configuration is separately backed up whenever it is substantially changed.

Availability of data backed up remotely is one hour during normal business hours.

In the event of a serious problem including data loss or corruption, SAM's response time is one hour with target recovery within 2-4 hours from notification. Outside of normal business hours (7am-6pm Monday – Friday), response time is four hours with target recovery time within 8-10 hours.

Application Support

SAM will provide technical or end-user support for applications as well as hardware and networking. The installation of any applications/software onto hosted server(s) which are not provided by SAM requires agreement by SAM.

Workstation/Desktop Support

SAM will provide technical end-user support for all users hosted by SAM and covered by the Hosting Services. This may include supporting applications and software not provided by SAM (although SAM must have previously agreed that this software may be installed and will be supported).

Where the Hosting Services extend to workstation hardware, those items SAM is responsible for are covered by a "swap out" service and adequate supplies will be maintained to allow for immediate dispatch of a faulty item. In addition a maintenance schedule will be provided for each workstation device and these will be serviced and progressively maintained on an appropriate cycle. Freight, packaging and handling is SAM's responsibility for items covered by a hosting agreement.

Part C - General -

1. Contact Details

Software Support Centre (SSC)	
Phone	09 583 2455

E-mail	Orion software: orionsupport@sam.co.nz SAM software: samsupport@sam.co.nz	
Web	www.sam.co.nz	
Contact		
Raju Bhana	SAM General Manager	09 583 2451

2. Document Change Management:

Release Date	Version Author	Version	Changes
25/03/2020	John Ritchie	1.0	First release – combined service level agreement for both SAM and Orion