



# Service Level Agreement

## Purpose

The purpose of this Service Level Agreement (“**SLA**”) is to formalise an arrangement between MapData Sciences Pty Ltd (MDS) and **you, a contracted and paying customer of MDS (“Client”)** to deliver support services in respect of the Internet Mapping Service, and specific service levels in respect of those support services and the Internet Mapping Service. This document also sets out the process of resolving, managing and concluding faults that occur, whether detected by MDS or as reported by the Client. This SLA will evolve over time, with additional knowledge of the Client requirements, as well as the introduction of new applications and services into the support portfolio provided to the Client.

## Scope of SLA

This SLA sets out: (a) the Support Services (as defined below); and (b) the service levels that MDS will meet in providing the Internet Mapping Service and the Support Services to the Client.

## Service levels

MDS will meet the service levels in respect of the Internet Mapping Service (including the Support Services provided under this SLA, the speed of access, the level of availability, the fault and resolution response times, currency of base mapping data and the completeness of content) as detailed in Appendix A. These service levels will apply to MDS live servers and specifically not to any staging servers used for Client review purposes.

## Support Services

The following is a summary of the services that are provided to the Client by MDS under the Agreement between MDS and the Client:

**Internet Mapping Service**—Defined as the provision of a service whereby users are able to access the applications and mapping data required by the application agreed with the Client.

Applications will most often be driven by a link from the Client's web or intranet site requesting a specific hosted application.

Applications hosted by MDS will operate within a range of commonly available browsers on the most common hardware platforms. At a minimum, the Client's applications will operate efficiently on the current version and the previous one version (from the current version) of Internet Explorer, FireFox, Chrome and Safari.

MapData Science will provide the following services (“**Support Services**”):

**Corrective maintenance**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution of any faults or problems in respect of the Internet Mapping Service (including the applications as set out in Appendix A), each as described below:

**Root-cause analysis**—Analysis of the cause of the problem or fault with the Internet Mapping Service. MDS will review all problems and faults to identify the cause of that problem or fault, and will take all necessary measures (including applying any fixes or upgrades) to correct the sources of the problems or faults.

**Bug fixes**—Defined as the repair of any faults or problems with the Internet Mapping Service by MDS, or any non-conformance of the Internet Mapping Service that does not comply with the current agreed specifications. Bug fixes cover faults resulting in application errors, or unexpected results within the system that render it unusable for the purpose for which it was designed.

**Availability Notices**—MDS will provide the Client with advance notice of scheduled interruptions to the Internet Mapping Service, and for unscheduled interruptions if possible, but will notify the Client within 6 hours of the commencement of an unscheduled interruption.

**Application monitoring**—MDS will conduct regular periodic monitoring of production applications (as set out in Appendix A) to determine the availability of the relevant application. Every production application will be monitored every 5 minutes with a monthly report detailing the availability of production applications for the Client.

**Assistance with application usage**—Client advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.



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**Transition of new or modified applications**—When a new or modified application is ready to be transitioned into a live state, support, planning and coordination of the necessary activities between the MDS or the Client development team and the MDS support team will be conducted.

MDS will provide support for a new or modified application immediately after deployment.

The Client will make available to MDS their development or support team to provide application assistance to MDS for a period of 30 days after deployment.

**Preventative maintenance**—MDS will carry out maintenance on the Internet Mapping Systems on a regular basis to ensure that the highest availability of those systems is assured. This maintenance will be undertaken during non-core hours (during scheduled maintenance periods that MDS will notify to the Client) or in a manner that does not disrupt users from accessing the Internet Mapping Service.

**Updating Client Application Database**—Where applicable the Client database will be updated by MDS as per the update schedule or if provision is made via an Editor, Client will update and manage the Client database held by MDS.

## *Exclusions*

Unless otherwise set out in the Service Agreement, the following services are not provided by MDS. However, MDS would be pleased to provide a separate quotation in proposing services to address any of the following:

**Evaluation of new GIS software or Mapping Data**—Evaluation or approval of new software or mapping data for use within the Client. This includes systems developed outside of the Client, such as third-party systems, or systems developed by the Client.

**Enhancements to production application software**—When an enhancement to an existing production application is required or a new application is sought; MDS is pleased to be able to provide a competitive quotation for the development and implementation. MDS can also provide quotations for the development of additional data sets and points of interest data.

**Procurement of new GIS software or Mapping Data**—Procurement of new software or mapping data for use within the Client, or for use for the Client at MDS.

**On-call MDS support management**—MDS' support managers are not required to be on call. If at a later date the Client requires the support manager to be on call for a specific purpose, or on a longer-term basis, then the MDS support managers will be compensated at an appropriate standard on-call rate for support staff, and the Client shall be charged for this service.

**Software licensing**—MDS will not provide software and mapping data or licensing for software and mapping data that is specific to an application unless the Client raises a purchase order for the delivery of the software or mapping data to the Client's location.

**Assistance with application usage**—End User advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.

**Assistance with application environment support**—Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases. Support for non-current versions of common browsers.

**Assistance with application usage when unsupported or non-standard hardware or software is involved**—Use of unsupported or non-standard hardware or software often results in unexpected behaviour of otherwise reliable systems.

**Adaptive maintenance**—Defined as activities relating to upgrades or conversions to an application due to new versions of operating environment, including operating system, application server, or database software unless that adaptive maintenance is initiated by MDS for implementation on the MDS servers.

**New development**—Any change in a database or system that involves functionality not within the currently signed and approved release specification, even if the new functionality would seem to be an improvement over the old one.

**Modifications to original application specification**—Any functionality not specified in the current approved design specification. Changes in the Client's organisation or business needs (such as a reorganisation or change in business practice) may make the current specification obsolete. When this occurs, the Client should initiate a request for enhancement to update the system. It is highly



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recommended that the Client and MDS work closely together to anticipate future needs and prepare timely update of systems to accommodate the Client's constantly changing business.

## ***New Applications***

If the Client obtains new applications or services from MDS under the Service Agreement, then those new applications or services will be covered by the Support Services. These new applications and services will be added to the inventory of applications supported at the time the Client obtains those new applications or services from MDS.

## **Processes and procedures related to this SLA**

### ***Call Management Process***

The Client's problem notification system will be used to record and track all fault reports, inquiries, or other types of calls requiring support. This provides the Client with the ability to provide metrics with regard to this SLA.

### ***Fault Escalation Process***

The process of Fault escalation is addressed in [Appendix A](#).

### ***Costings***

This SLA does not include provision for costings of, or services not covered under this SLA.



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## General Terms and Conditions

### *Term of SLA*

This SLA becomes effective on the date both parties execute this SLA and ends at the termination of the Internet Mapping Service Agreement, unless terminated earlier in accordance with this SLA.

Either party may terminate this agreement by notice to the other party if: (a) the other party breaches any term of this agreement and, if it is capable of being remedied, does not remedy it within 14 days after receipt of notice requiring it to do so; or (b) the other party becomes insolvent, has a controller or receiver appointed, enters into liquidation, provisional liquidation or administration, is subject to an arrangement for protection from its creditors, fails to comply with a statutory demand, it is otherwise unable to pay its debts when they fall due or something having a similar effect to the foregoing happens in connection with the party.

The Client may terminate this agreement by: (a) providing at least 30 days notice to MDS prior to the expiry of the Initial Term; or (b) by providing at least 30 days notice to MDS prior to the expiry of the second or subsequent terms.

MDS may terminate this agreement at any time after the Initial Term by providing 180 days notice to Client prior to the expiry of any Renewal Term.

### *Organisations*

This SLA is between MDS and the Client.

### *Dependence on Other Organisations*

MDS is dependent on groups within the Client and other external suppliers and/or partners in providing the Internet Mapping Service to the Client. MDS will manage the interface to the external suppliers and/or partners and the Client will manage the interface into the groups within the Client as it relates to the provision of services under this SLA.

The list of organisations and vendors that MDS is dependent on may change during the term of this SLA.



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## Appendix A

### Definitions

#### ***Applications covered by this SLA***

Applications covered by this SLA include Online Applications and WebServices developed and hosted by MDS. It does not include third party applications hosted or licensed by MDS, or components of applications linked to by MDS hosted applications.

#### **Support Request**

For the purposes of this SLA, a Support Request is defined as a request for support to fix a defect in existing application code, a request to fix a system problem or a request for support that involves no modifications to application code, such as a question.

#### **Work Order**

For the purposes of this SLA, a Work Order is defined as any request to make modifications to the functionality of an existing application or any request to add functionality to an existing application. Such requests are only covered under this SLA if the request involves one or more of the live applications above and if an agreed quotation for the development is in place. The completed application will be covered by this SLA only when it is deemed to be live.

### Levels of Support

- **Availability of Service**

The MDS Internet Mapping Service will be fully available for in excess of 99% of the time. The Internet Mapping Service will operate 24 hours per day, seven days per week, with availability measured over a rolling 30 day period.

Scheduled and notified loss of service is excluded from the above availability expectations. Notified loss of service is where a MDS supplier has provided prior notice of an outage that may affect our ability to deliver the service. A scheduled loss of service is where MDS is undertaking activities that may affect our ability to deliver the service.

Planned and notified down time will be scheduled to occur during non-core hours normally between the hours of 12.00 am and 6.00am Australian Eastern Standard or Daylight saving time.

Notified down time will occur on an irregular basis for such requirements as telecommunications upgrades or maintenance as notified by the MDS' ISP and Scheduled down time may occur for internal software or hardware upgrades requiring the interruption of the service. At least 48 hours notification will be provided if the down time is expected to be longer than 30 minutes. At least 7 days notice will be provided if the outage is expected to be more than 4 hours.

Unscheduled outages could occur at any time. The MDS infrastructure is designed and architected to minimise the potential for unscheduled outages.

The procedures listed in this SLA are in place to minimise the potential of unscheduled outages and to document the process to resolve the unscheduled outages.



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- **Application Response Times**

MDS' internet mapping servers will respond to 90 % of requests from a user within 5 seconds and will deliver a completed transaction to 90 % of users within 10 seconds, measured from within side MDS' firewalls.

These times reflect conservative averages over many months of history.

(The actual delivery time to an end user will be determined by various factors including the speed of access to the internet available to that user)

Reports detailing application response times will be made available to the Client on request. This report will consist of an average response time by day for the period requested.

- **Completeness of Data**

MDS regularly loads mapping data onto the MDS Map Servers so that the data reflected in the Client's application is seen to be reasonably up to date. The Base Mapping used on the internet MapServers is provided by all of the State and Federal governments within Australia, the government of New Zealand, as well as from our own sources. This data is continuously updated and is recognised as covering all of Australia and New Zealand. Our commitment is to continue to improve the quality of the data by including new content and amendments in a timely manner. Any verifiable changes proved by the Client will be incorporated into the base map within 90 days of receipt by MDS.

- **Client Data Base Updates**

Where the application of the Client requires amendments to the Client owned database MDS will undertake to make those changes to the live database within 2 business days of receipt of the data when provided in an agreed format. Where the Client utilises the MDS Auto Update System, the updates will be reflected in the live database within 1 business day of successful delivery to MDS.

- **Accuracy of Mapping Data**

The base map utilised by MDS is recognised as being spatially accurate within the limits of the map scales from which the base maps were derived. All data is stored in a Latitude and Longitude format in a WGS84 or GDA94 projection. Maps that are derived from 1:25,000 scale will be accurate to within + or - 10 metres. Smaller scale maps will inherently have a greater degree of error.

- **Staff Hours**

The MDS office hours are from 8.00 am to 6.00 pm Monday to Friday excluding public holidays. An after hours rostered representative is on call in case of an unscheduled outage outside of normal business hours.

- **System and Application Monitoring**

All MDS operational systems are monitored every 10 minutes by an automated monitoring system. When ever a system responds in an unexpected manner a record is created which is then further monitored during the next 10 minute interval. If the same condition exists an alert is generated which records the fact, and notifies a rostered staff member who responds to the alert. Based on the alert type and the level of disruption caused, a response will be initiated to either solve the problem or to request assistance from an outside supplier or another staff member.

## Escalation of Fault Reports.

- **Escalation of Reported Error.**

Level 1: All Fault Reports should be reported to the MDS Customer Support Representative by telephone or email. In the event that the Customer Support Representative is unable to resolve the fault on the telephone the fault will be escalated to the Technical Support Team.

Level 2: The Technical Support Team leader will advise the Customer Support Representative of the likely course of events based on the Severity Code assigned to the Fault Report.

Level 3: Fault Reports not completed within the specified response time will be escalated to the Managing Director of MDS or an authorised representative.

- **Severity Codes**

The following characteristics are used to identify the severity of a problem report:

- • Business and financial exposure
- • Work outage
- • Number of clients affected
- • Workaround
- • Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorise a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The MDS Customer Support Representative and the Client jointly determine the initial severity rating for the report. Level 2 and Level 3 support personnel may then negotiate with the Client to modify this severity after the report is elevated to them.

The characteristics below do not cover work requests. Severity levels for work requests may carry a different set of characteristics and weightings. Work requests with a development time of more than five days are not covered as part of this SLA.



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## Severity Codes

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
<b>Business and Financial Exposure</b>			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
<b>Work Outage</b>			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform <i>some small</i> portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks.
<b>Number of Clients Affected</b>			
The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>small</i> number of clients.	The application failure may only affect one or two clients.
<b>Workaround</b>			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
<b>Response Time</b>			
Within one hour.	Within four hours.	Within eight hours or by next business day	Within eight hours or by next business day
<b>Resolution Time</b>			
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.



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## Appendix B

### *Roles and Responsibilities*

#### **The Client**

The Client has the following general responsibilities under this SLA:

- The Client will conduct business in a courteous and professional manner with MDS.
- The Client users, clients, and/or suppliers using the applications stated in Appendix A will use the appropriate help desk to request support.
- The Client will use their own appropriate help desk to provide level 1 support.
- The Client will use their own appropriate IS group to provide level 2 server, network, firewall, and infrastructure support services, including Web server, authentication software, software installation, application installation on production servers, database connections, and database changes.
- The Client will provide all information required to open a support request.
- The Client will assign severity codes adhering to the correct usage of these codes as defined in the Client's severity code table.
- Once a support request has been submitted, the Client will make themselves available to work with the MDS support resource assigned to the support request.
- The Client end users do not contact MDS support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- The Client will provide all of the necessary and requested documentation, information, and knowledge capital to MDS prior to the start of support of a new application.

#### **MDS**

MDS has the following general responsibilities under this SLA:

- MDS will conduct business in a courteous and professional manner with the Client.
- MDS will log all information from the Client required to establish contact information, the nature of the problem and the Client's hardware/network environment (as applicable).
- MDS will attempt to resolve problems over the phone on first call.
- MDS will escalate support request to next level of internal support within MDS inline with the severity of the call request.
- MDS will keep the Client informed of the status of support requests at regular intervals.
- MDS will obtain the Client's approval before fault report closure.
- MDS will be the interface on behalf of the client to MDS development staff and other organisations as appropriate.

MDS will fulfil its responsibilities for the provision of the services required under this SLA by ensuring that we have competent staff to initiate and follow through on requests for services by the Client.

Each member of staff is empowered to accept calls from clients and to enter them in the MDS Task Scheduling System. This system tracks all requests, bugs and other activities which are required to be undertaken by members of our development teams.

Entries in the Task Scheduling System are reviewed daily by our Project Manager and Software Development Manager. Collectively and in consultation with the MDS Account Representatives, schedules are set depending on the degree of urgency and criticality of the entry in the database.



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The MDS Account Representative will be responsible for conveying to the Client all aspects of MDS compliance with the SLA and ensuring that the Client understands the process and is provided with sufficient feedback and information to satisfy every query.

The Account Representative will be the Client's representative:

- Acting as a point of escalation for issues beyond usual scope (e.g., attending meetings on application outages, coordination between groups for implementing cross-application solutions, etc.).
- To ensure all work is performed according to the agreed-upon work methods and standards that are in effect within MDS and the Client.
- Liaising with the Client's client service managers (negotiating with the Client's support managers regarding the classification of enhancements and the scheduling of tasks, and coordinating the presentation of deliverables to the Client 's support manager)