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SIGNIFLOW[™] (SOUTH AFRICA)

SUPPORT SERVICE LEVEL AGREEMENT



Americas | Australia | Europe | Middle East | South Africa | United Kingdom

www.signiflow.com

SERVICE LEVEL AGREEMENT

between

PBSA (PTY) LTD

Registration Number: 1998/008782/07

(hereinafter referred to as "PBSA")

And



Registration Number: XXXX/XXXX/XX

(hereinafter referred to as "XXXX")

1. DEFINITIONS

- 1.1 “Help Desk” means the designated capability within PBSA which acts as a point of contact for Customer and which is responsible for (i) co-ordinating, collecting, logging, and, where possible, rectifying Support Tickets, (ii) fielding technical queries, (iii) providing first-line support and (iv) co-ordinating the Support Services;
- 1.2 “Registration” means the acknowledgment of a Support Tickets by PBSA’s Help Desk and the provision of a reference number to Customer in connection therewith;
- 1.3 “Support Tickets” means any Customer support request that is Registered by PBSA’s Help Desk;
- 1.4 “Response” is the maximum time allowed for the help desk to give an indication of the expected restoration and resolution time, measured from the time the relevant service request is logged in the help desk, and a reference number has been issued.
- 1.5 “Resolve” is the maximum time allowed to restore the system permanently to a state where the symptoms of the fault reported with a service request are no longer visible, and do not hamper the use of the system anymore and the actual fault is permanently resolved, measured from the time the relevant fault is restored.
- 1.6 “Pending time” is the time that elapses due to:
- 1.6.1 Customer controlled 3rd party escalations;
 - 1.6.2 Requests, incidents, and defects subjected to the software development life cycle;
 - 1.6.3 User unavailability;
 - 1.6.4 Software fixes which initially passed UAT and production testing, and is now reported to be defective; and
 - 1.6.5 on-hold time required by Customer protocols, governance, and decisions

2. COMMENCEMENT DATE AND DURATION

- 2.1 This SLA will commence on the date of implementation of the services on which it is based.
- 2.2 This agreement must be read together with the SFCare and End User License Agreement (“EULA”) which will be supplied to the customer.

- 2.3 This agreement is effective only for active, paid licenses.
- 2.4 This agreement will automatically terminate on termination of any Master Services Agreement, SFCare Agreement or EULA.

3. SERVICES TO BE RENDERED

In consideration for the fees PBSA shall provide to Customer the following services and according to the following-specified service levels:

3.1 Production Support Services including: -

- 3.1.1 Responding to Support Tickets relating to SigniFlow Software system and performing the activities required in order to resolve said Support Tickets
- 3.1.2 Support Tickets can be of a Request, Incident or Change nature and will receive appropriate prioritisation set out in clause 3.3.1
- 3.1.3 Corrective and preventative repairs and fixes, minor improvements, performance optimisation, end-user technical assistance, routine operation assistance and any related services
- 3.1.4 development and implementation services within the scope of the Support Services
- 3.1.5 In the event that the Customer requests, or the nature of the issue reported by Customer requiring resolution requires, onsite support, or in the event that Customer requests support over and above the number of hours stipulated in the Master Services Agreement or SFCare Agreement, then such additional support services will be charged to the Customer at the rate as agreed upon between the parties.
- 3.1.6 Functional and technical assistance to support any production issues raised by Customer and includes, without limitation, the identification and management of production issues as well as fixing of and/or making changes to Customer's systems
- 3.1.7 Analysis of production issues raised by Customer including the fixing of and/or making changes to Customer's systems;
- 3.1.8 fixing issues identified as defects in accordance with Customer's list of priorities and agreed timelines;
- 3.1.9 implementing optimisations including but not limited to data integrity, verification and

clean-up activities in accordance with Customer's list of priorities and agreed timelines;

- 3.1.10 System utilisation analysis for purposes of hardware procurement or alternate configuration recommendations;
- 3.1.11 Data-level / Back-end reporting including but not limited to Usage Reporting (Users), System Performance Reporting, and Advanced Management Reporting
- 3.1.12 Development and delivery of approved change requests according to Customer's list of priorities and agreed by both Parties from time to time
- 3.1.13 Assistance to support any requests from Customer's internal technical team within the scope of support services
- 3.1.14 Release delivery with full life cycle (e.g. testing) of any agreed scope
- 3.1.15 Self-sufficiency support provided to Customer's internal technical team

3.2 **Service Levels**

3.2.1 Support Channels to log Tickets:

3.2.1.1 Email - support@signiflow.com

3.2.1.2 Ticket - <https://signiflow.com/support-ticket/>

3.2.1.3 Support assistant may use PC-share software and video conferencing software – customer must give access to the Support Assitant.

3.2.2 Hours of service

3.2.2.1 PBSA shall provide Help Desk support services during Business Hours. PBSA will use its reasonable endeavours to ensure that Support Tickets can be properly received.

3.2.3 Priority Levels

3.2.3.1 In order for Customer to receive effective support by prioritising Support Tickets in accordance with their business impact, Customer will provide the reason for logging a support ticket where after PBSA will classify each Support Tickets using the definitions below, such classification will be provided to the Customer upon

review of the ticket:

- 3.2.3.1.1 Severity 1 - An incident which is causing severe disruption to Customer's business, or will do so if not dealt with immediately, with users having no readily available alternative way of performing their normal work
- 3.2.3.1.2 Severity 2 - An incident where a critical component is degraded or causing significant business impact and users are having difficulty performing part of their normal work but can do so through a workaround or can undertake other work while the problem is being rectified
- 3.2.3.1.3 Severity 3 (Default) - An incident where a component is not functioning but not critical – limited business impact
- 3.2.3.1.4 Severity 4 (Low)- Request for change or enhancements requiring approval from the business
- 3.2.3.2 Missing feature/ request for new feature - best effort to resolve in new version
- 3.2.3.3 In respect of errors that cannot be resolved by utilizing the support channels as provided PBSA shall attempt to provide a workaround solution to the error and shall provide on-site support at the designated site in accordance with the terms of this agreement.
- 3.2.3.4 All Support Tickets will be subjected to the times stipulated in Table 1 below according to the severity, calculated from the time the relevant service request is logged by the help desk, and a reference number has been issued.
- 3.2.3.5 Classifications of most common support tickets:
 - 3.2.3.5.1 Hybrid Server (as per below) -Priority Level 1
 - 3.2.3.5.2 User needs assistance (as below time) – Priority Levels 2 – 4
 - 3.2.3.5.3 System bug where a workaround can be provided (as below)- Priority Levels 2 -4
 - 3.2.3.5.4 System bug where no immediate workaround can be provided - best effort to resolve in new version.

Severity	Definition	Coverage	Acknowledge	Response	Resolution
1 (Critical)	An incident which is causing severe disruption to Customer's business, or will do so if not dealt with immediately, with users having no readily available alternative way of performing their normal work	8x5 business hours which excludes weekends and public holidays	30 minutes	2 hours	24 hours Subject to Clause 1.6
2 (High)	An incident where a major component is degraded or causing significant business impact and users are having difficulty performing part of their normal work but can do so through a workaround or can undertake other work while the problem is being rectified	8x5 business hours which excludes weekends and public holidays	30 minutes	4 hours	48 hours Subject to Clause 1.6
3 (Medium)	(Default) - An incident where a component is not functioning but not critical – limited business impact or a service request	8x5 business hours which excludes weekends and public holidays	30 Minutes	8 hours	48 hours Subject to Clause 1.6
4 (Low)	Request for change or enhancement requiring approval from the business and the agreed-upon priority with Customer	8x5 business hours which excludes weekends and public holidays	30 Minutes	Best effort	Best effort

Table 1 SLA Summary

3.2.3.6 Should a temporary bypass be effected which results in the ability of the system to operate in such a way that it does not materially affect Customer's business, this shall be deemed to be a resolution in terms of this clause, provided that a permanent fix is effected within an agreed period but in any event no later than with the release of the next revision of the Software.

3.2.3.7 Where a Support Tickets is Registered and prioritised in accordance with clause 3.2.3 and the cause of the error or fault is subsequently determined to be a non-contractual item (including failure of Customer's hardware or a fault in third-party software upon which the Software is dependent), then such Support Tickets shall, at Customer's election, forthwith be closed. Should PBSA, in its sole discretion, elect to continue attending to the Support Tickets, then it shall no longer be subject to priority levels or response or resolution times set forth in this SLA. In any event, PBSA shall not be entitled to charge Customer for all time spent attending to such Support Tickets.

3.2.3.8 Should PBSA fail to resolve a Support Tickets within the stipulated time period, Customer will be advised and, Customer may escalate to the appropriate level of authority according to the agreed escalation procedure

3.2.4 Quality

3.2.4.1 PBSA shall ensure that best practices are followed within the scope of PBSA's ISO9001:2015 procedures, all phases of the agreed development methodology are adhered to.

3.2.5 Disclaimer

The parties agree that all advice given by PBSA in a consultancy or advisory capacity is given, in good faith, as the opinion of PBSA based on PBSA's experience in similar situations or business studies. This should not be viewed as professional advisory services and the Customer should gather third party, independent advice, should they require same.

3.2.6 WAIVER AND SEVERABILITY

3.2.6.1 The waiver (whether expressed or implied), by a party of any of its rights contained in this agreement in respect of any breach shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

3.2.6.2 If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or illegality traces to the root of this agreement.

3.2.7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Signed by _____ duly authorised for and on behalf of **PBSA**

At _____ on _____

Signature:

Signed by _____ duly authorised for and on behalf of **XXXX**

At _____ on _____

Signature: