

Professional services

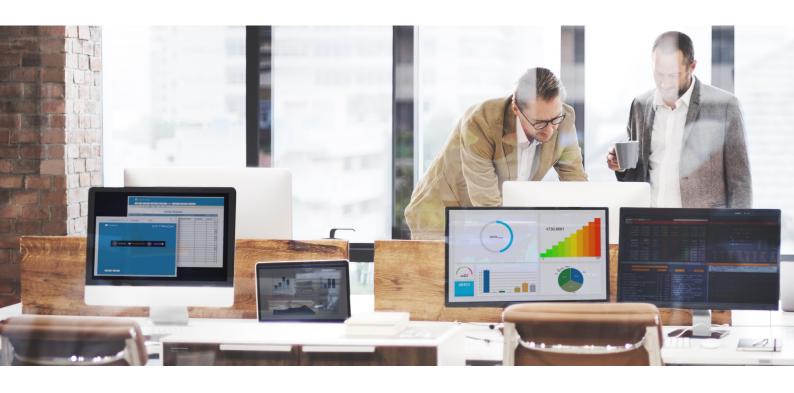






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Protect your investment with our Issue Resolution Service (IRS)

Cytrack's Issue Resolution Service (IRS) is a cost-effective, comprehensive annual maintenance solution to maximise the value of your investment.

Maintain business availability and responsiveness with unlimited Cytrack support-time for all issues related to bugs in the Cytrack Software Suite. Our highly skilled support team will diagnose the problem, then design and implement a resolution, including full software upgrades where required. IRS really does offer you complete peace of mind, helping to maintain a stable, secure and available infrastructure.

Our regular software updates offer a host of powerful new features, performance improvements and bug fixes to optimise your technology and keep your business at the cutting edge of customer experience technology. Cytrack IRS includes Software Care, so you can access the latest software releases for your Cytrack software at no extra cost, allowing you unlock the full potential of your investment.

Software updates are released via the Cytrack Support Site and include our 'Service Pack ReadMe' which covers new features and resolved issues.

All customers can access our 'Cytrack Insider' Blog from the Cytrack Support Site. This valuable update service informs you on new software versions in progress, what's included and estimated release dates.

- IRS does not include Modifies, Adds and Changes (MAC). See page 7 for full details.
- Customers on our Cytrack Cloud Subscription Services receive Issue Resolution Service (IRS) as part of their monthly service fee.



Online support portal

95% of our customer's queries can be solved using the **Cytrack Support** Site knowledge base found at https://support.Cytrack.com/

Once you have registered your details through the support portal you can access a wide range of help topics and forums, submit support tickets and resource material and more:

- Raise a support request via the online portal or by email to support@Cytrack.com.
- Review your existing and any previous support tickets.
- Access our online reference guides and resource material, providing useful tips and guidance on using Cytrack software.
- Connect with like-minded people, share tips, tricks and information with the community of Cytrack users.



For all your modify, adds and changes (MAC) needs

Cytrack Service Credits allow you to access training and technical support for any non-software bug related issues such

- Hardware, network, operating system or carrier related issues.
- Planning upgrades or new deployments
- Increasing productivity with technical and end-user training
- Software configuration changes
- Help with software upgrades

As and when you use Service Credits, an automatic statement is sent out for that month which includes details of the support work undertaken and your Credit balance, allowing you to easily track and plan your future support requirements.

- Purchase Cytrack Service Credits in any of the available denominations.
- Discounts based on quantity purchased. Invest in more hours and save money.
- Credits can be purchased on an ad-hoc hourly basis at a premium rate.
- Service Credits are valid for 24 months, so if you don't use them in one year they will carry over to the next.



Using your Service Credits

Technical services

If your support issue falls outside the scope of the Issue Resolution Service (IRS), you can redeem Service Credits to receive assistance from our highly skilled technicians, who can offer support via telephone, email and remote access.

Configuration assistance

Customers sometimes request a service that moves beyond our Issue Resolution Service. This includes assisting with moves, changes, setting up new configurations, queues, new agents or even assistance with running a report.

Training services

You can utilize your Service Credits to organize additional training for your team. Simply book the training request via the Cytrack Support Portal.

Software update technical assistance

As software updates are released, you can redeem your Service Credits for professional services support, where we will plan and deploy the new version with your IT or administration team as applicable.

Once we have loaded the update, we apply a rigorous test plan that checks all aspects of your Cytrack system.

Support hours are deducted by use of the support service in one minute intervals.

If you require a site visit, you will be charged travel and expenses which will be deducted from your Service Credit balance.

Cytrack support services exclude any third-party hardware or software warranties.

Tiered Service Rates

We understand that not all services delivered are equally complex, so we provide a tiered service rate according to the following categories:

Category	Rate	Charge		
Telephony Platform Maintenance	0.75 credit	Charged per hour or part thereof		
Cloud Infrastructure Services	1 credit	Charged per hour or part thereof		
IT Services	1 credit	Charged per hour or part thereof		
Application Services	1 credit	Charged per hour or part thereof		







Modify, Adds & Changes (MAC)

Cytrack utilises a service management approach which is based on the ITIL standard, that encompasses focused processes for managing all components of our service delivery, such as incident management, change requests and control, or configuration changes etc.

All incoming tickets to our ticketing system are tracked and statuses are reviewed daily by our Support staff. We track support agents First Response time, which is reviewed against our SLAs.

Customer feedback is monitored to improve customer satisfaction and issue resolution times.

Cytrack's helpdesk online portal is available 24 hours per day, 7 days a week. Users can log a ticket and check our support knowledgebase at any time. You can also email us at support@Cytrack.com

Modify, Add, or Change (MAC) requests can also be submitted in the same manner and utilises Cytrack Service Credits. (Credits are issued in hour denominations and available for issue resolution, MAC,

training etc.). Time allotted per MAC request will be measured with our Cytrack time management tool and automatically accounted for in your Credit balance, meaning no largeup front maintenance fees.

You receive a monthly statement of the balance of your account with reference to the support ticket ID

Please see our Service Credit PDF for more details.



24/7 After Hours Assurance Service

Our 24/7 After Hours Assurance Service is an optional, annual subscription allowing you to register service requests through our Issue Resolution Service 24 hours a day, seven days a week. The service is provided by telephone and remote connection.

After hours' support does not cover resetting the software due to any TAPI CTI availability as provided

by the telephone system. Should either the telephone system or PC hardware malfunction or cease operation, necessitating a reset, you will be given a document outlining the process to restart Cytrack services and software. You should first resolve any issues with the telephone system and/or PC hardware service providers before utilising out of hours support.

You must maintain internet access via the Cytrack Support Team Viewer system.

After hours support is charged at double the normal rate (with a minimum of one hour) from your Cytrack Service Credits.

Support Services Agreement

IMPORTANT - YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING ANY SOFTWARE OR SERVICES FROM Cytrack, BY PROCEEDING WITH AN ORDER FOR SERVICES AFTER RECEIVING A COPY OF THIS DOCUMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND AND ABIDE BY ITS TERMS AND CONDITIONS.

Cytrack Terms means Cytrack's "Terms and Conditions" available at https://www.Cytrack.com/terms-conditions/, including the following terms and conditions (depending on the particular Products ordered):

- 1. These Terms and Conditions incorporate by reference the following standard agreements ('Standard Agreements'), as applicable:
 - Cytrack's Outright Purchase Software Agreement, if you order or use Software provided for download or on a disc or other media for installation on your hardware;
 - b. Cytrack's Subscription Service Software Agreement, if you order or use Software provided on a SaaS basis ('Subscription Service Software'), which requires an ongoing subscription to use and generally requires internet access but may also require some setup on your hardware;
 - c. Cytrack's <u>Support Services Terms and</u> Conditions, if you order or procure services not provided under the above agreements ('Support Services').
 - d. Cytrack's Customer Cloud Hosted Software Agreement, if you order or use software provided by Cytrack ('Software') that will be hosted by the Customer on your own cloud environment ('Cloud Environment')
- 2. These Terms and Conditions incorporate by reference the following flow-down agreements ('Flow-down Terms'), as applicable:
 - Cytrack's SMS Services Terms if you order or use our SMS services;

- b. Cytrack's CyCX Web Connect Services Terms if you order or use our CyCX Web Connect services;
- 3. The above 'Standard Agreement' and 'Flow-down Terms' will prevail to the extent of any inconsistency

Cytrack Intelligence Systems Pty Ltd ('Cytrack') agrees to provide, and you (as the customer) agree to accept, one or more of the following services as agreed between the parties, in accordance with the terms and conditions detailed in this Support Services Agreement ('Agreement'), with regard to software provided by Cytrack ('Software').

- **Software Care Services:** Cytrack offers upgrades to the Software provided on a disc or other media for installation on your hardware ('Installable Software') on a subscription basis on payment by the Licensee of the relevant fee, and on the terms and conditions of this Agreement. This does not apply to 'Subscription Service Software for which upgrades are provided as part of a subscription in accordance with Cytrack's Subscription Service Software Agreement.
- **Issue Resolution Services:** This service consists of a remote help desk service provided by trained technicians via the telephone or remote diagnostics to the customer's site.

By agreeing to this Agreement, you also agree to be bound by Cytrack's Terms and Conditions.

Hours of operation

Cytrack will provide its services Monday to Friday, Australian Eastern Time excluding public holidays. Normal working hours are 9.00 a.m. to 5.00 p.m.

Services

- 5. The services are as described in this Agreement and any formal project plan for services agreed by the parties in
- **Software Care Services:** Software Care Services apply to a single site only. Customers running Software at more than one site must purchase Software Care Services for each site at which the Software is run.
- 7. **Issue Resolution Services:** Remote diagnostics support is provided subject to the customer providing Cytrack with internet access to the Software). If the customer is unable to provide access or refuses access for any reason, services may not be possible to be delivered. If it is possible to deliver the services they will be chargeable at the Service Credit rates as detailed on our price list.
- 8. Customers using an outdated versions of the Installable Software may not be eligible to obtain Issue Resolution Services or On-Site Services until the Software is upgraded to a current version. Details of supported versions are available by from the Cytrack web site under the Clients area.

Service Credits

- 9. Customers are required to purchase Credits for a designated number of service hours ('Service Credits') from Cytrack. Service Credits are available in various denominations for different numbers of service hours, with greater discounts for higher denominations.
- 10. Service Credits are credited to the customer's account and used in the order they were purchased when Software Care Services or Issue Resolution Services are provided to the customer.
- 11. Service Credits cannot be used for On-Site Service Fees, which will be invoiced in accordance with clause 12.
- 12. Service Credits are valid for up to 24 months or such longer period as required by law. Service Credits not used (in whole or in part) within this period expire and will not be refunded.
- 13. A customer may request a refund for a Service Credit that is within the validity period. Any utilised service hours will be deducted from the purchase price of the Service Credit on a pro rata basis, then a 25% administration fee will be deducted from the balance and the final amount will be refunded to the customer within 30 days.

Fees and invoicing

- 14. Out of hours services: Cytrack provides a 24/7 out of hours service. The customer is required to purchase an annual fee to access the service and then Service Credits are utilised at double the rate for any services rendered
- 15. Additional charges: Additional charges will be incurred for other services provided in the course of delivering the services to the customer, including but not limited to
 - (a) hardware warranty services;
 - (b) remedial work carried out by Cytrack such as recovery from malfunction or issues not caused by product fault; and
 - (c) restoring the customer's system to an acceptable working state satisfactory to Cytrack for providing coverage of the Software Care Services and/or Issue Resolution Services (as applicable) following work or changes of the kind described in clause 23 of the Cytrack Terms and Conditions.
- 16. Charges incurred under clauses 12–14 will be invoiced in accordance with, and subject to, the Cytrack Terms and Conditions.

Liability

- 17. YOU AGREE TO REGULARLY BACKUP YOUR SYSTEM AND ALL FILES TO AN INDEPENDENT STORAGE FACILITY TO ELIMINATE CATASTROPHIC LOSS OF DATA. Cytrack does not warrant or guarantee that any backups maintained by the Software will be failsafe or effective in any given situation. Cytrack shall not be responsible for any costs, loss or damage associated with loss of data, recreating data, substitute equipment or programs, claims by third parties or similar costs.
- 18. To the fullest extent permitted by law, Cytrack excludes:
 - (a) any term, condition or warranty that may otherwise be implied by custom, law or statute;
 - (b) any liability for loss caused by the negligence of Cytrack; and
 - (c) any liability for any loss or damage suffered



by a party or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of time, loss of interest, damage to credit rating or loss or denial of opportunity.

- 19. Some countries and states do not allow the exclusion of implied warranties, terms or conditions, so the above exclusions may not apply to you. In that case the following statements apply to the fullest extent permitted by law: If Cytrack is liable for a breach of a term, condition or warranty described above, its liability is, to the fullest extent permitted by law, limited to any one or more of the following as Cytrack determines in its absolute discretion:
 - (a) in relation to goods:
 - (i) replacing or repairing the goods;
 - (ii) supplying an equivalent item of the
 - (iii) paying the cost of replacing or repairing the goods; or
 - (iv) paying the cost of acquiring or hiring equivalent goods; and
 - (b) in relation to services:
 - (i) the re-supply of the services; or
 - (ii) the payment of the cost of having the services re-supplied.

Term and termination

- 20. This agreement shall remain in effect for 12 months (the "Term"). The agreement shall automatically renew upon the expiration of the Term for additional one (1) year periods (each a "Renewal Term") at the Services fee list prices and terms in effect at the time of any such renewal, unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to the end of the applicable Program Schedule or any Renewal Term.
- 21. Cytrack may terminate this Agreement immediately on written notice on the happening of one of the following events:

- (a) your unremediable breach or threatened unremediable breach of any of your obligations under this Agreement;
- (b) your unremedied breach or threatened breach of any of your obligations under this Agreement after having been given 30 days written notice to remedy such breach;
- (c) the occurrence of any of the following events with regard to your affairs:
 - (i) any step is taken to enter into any scheme of arrangement with creditors,
 - (ii) any step is taken to appoint a receiver or manager, a liquidator, an administrator or other like person,
 - (iii) the suspension of debts generally, or
 - (iv) you are deemed insolvent for the purposes of any provision of the Corporations Act 2001 (Cth) or corresponding applicable laws;
- (d) your merger or takeover by another party.

Non-solicitation

22. You agree during the Term and Renewal Term, and for 12 months after the termination of the Agreement for any reason (including the expiration of the Term and Renewal Term), not to solicit, entice away, or employ or attempt to solicit, entice away, or employ, any employee or contractor of Cytrack save with the prior written consent of Cytrack.

General

- 23. This Agreement is not transferable without the written consent of Cytrack.
- 24. Except as expressly stated, this Agreement shall not be varied by the terms and conditions of any order submitted by the customer unless expressly agreed in writing by an authorised representative of Cytrack.
- 25. Cytrack reserves the right to amend, revise or replace this Agreement from time to time by notifying the customer in writing. By:
 - (a) continuing to use the services after receiving

- such a notification; or
- (b) expressly accepting the amended Agreement in writing or via the Software;
- you acknowledge that you have read and understand the amended Agreement and agree to abide by its terms and conditions. Amendments, revisions and replacements will be effective sixty (60) days after posting the notification, or on a later effective date specified in the notification, unless this Agreement is terminated earlier.
- 26. This Agreement shall be governed and construed in accordance with the laws of Australia and the State of Queensland. Furthermore it is understood that this Agreement shall be treated as though it were executed in Queensland and the parties agree that any action

- relating to this Agreement shall be instituted and prosecuted in the courts of the competent jurisdiction of the State of Queensland.
- 27. If for any reason, a court of competent jurisdiction finds any provision or portion of this Agreement unlawful, void, or for any reason unenforceable, it shall be deleted and shall in no way affect the enforceability of any other provisions of this Agreement.

By authorising your order of our services you acknowledge that you have read and understand this Agreement and agree to abide by its terms and conditions. You also agree that except as expressly stated above this Agreement is the complete and exclusive agreement between us concerning the Software and supersedes all prior agreements, proposals or communications, verbal or written between us.

Schedule 1 – Issue Resolution Service

Cytrack provide the following Issue Resolution Services (IRS) levels within the working hours of 9am - 5pm (Australia and UK time zones according to your allocated support centre). This excludes gazetted public holidays in those areas, subject to no outstanding payments being due to Cytrack in relation to Support Centre Services.

"Level 1 Support"

Analysis and resolution (where feasible) of basic usability-type issues with functionality of Cytrack products. This involves basic troubleshooting configuration and fault diagnostic techniques. Unresolved Level 1 issues are elevated to Level 2 only after basic troubleshooting configuration and 'howto' attempts have been exhausted.

Reported issues analysed as Level 1 may be 'how to' processes, basic configuration and provision of education to end users. These may be deemed as 'end user training', 'services required for education of the product' or 'new configuration changes' and may be chargeable.

"Level 2 Support"

In-depth analysis and resolution of operating system or Cytrack product functionality issues that may require technical/ engineering assistance by the support centre's high-level specialists and/or development function. Typically, this will involve application and environment issues.

Reported issues analysed as Level 2 may be deemed as environment such as hardware, network, operating system, carrier or other similar external causes and services performed and any offered

resolution services by Cytrack may be chargeable.

"Level 3 Support"

Telephone and remote support for problems experienced with the Cytrack software and products, specifically and only for software, API and Cytrack parts and/or firmware and not including any hardware faults.

Such problems are likely to be caused by some underlying incorrect behaviour or bug which, at a minimum, requires the work of troubleshooting or analysis by a skilled Cytrack engineer or developer. This would involve individuals who are experts in their field and are capable of research and development of solutions or 'work-arounds' to new or unknown issues and may involve the original developers carrying out in-depth analysis of the issue or problem.

Cytrack will use best endeavours to provide the above services in accordance with the following time frames:

Severity	Definition	First response	Workaround time	Resolution target
Critical	Problems that are directly related to the inability to perform a business critical function of the Cytrack product. Cases designated as critical receive the highest escalation, increased visibility and review by the Customer Service Manager until resolution. Notification alerts are provided at regular intervals to all interested parties. Once a workaround is made available, the issue severity becomes 'High'.	Within 2 Hours ¹	As immediate as possible. This requires immediate corrective action or a workaround to be implemented. ¹	3 business days. ²
High	Problems that result in a major degradation of the system or service functionality and the issue affects client business operations, such as the voice recording. The redundancy system or a suitable work around will be designated as High receive increased visibility and review by the customer.	Within 4 Hours ¹	Within 4 hours of response. This requires corrective action or a workaround to be implemented. ¹	30 business days. ²
Routine	Problems that, while the software remains usable, result in a loss of system functionality that is not immediately critical to business operations, and/or do not significantly impair the functioning of the system. These problems are tolerable during system use.	Same or Next Business Day	N/A unless advised otherwise.	30-60 business days. ²

The time frames set out above are subject to the following:

1a) in relation to Response Times, the case must be lodged to support@Cytrack.com or entered via the online support portal, and the response provided will be issuance of a case number;

¹b) follow-up will be dependent on nature of issue, access to site and time of day and time zone;
2a) Cytrack® is not responsible for resolutions that are dependent on cooperation by any third party such as PBX manufacturer, CRM or 3rd party developer or IT issues; and

²b) for resolutions requiring a software update Cytrack® will use best endeavours to deliver a "workaround" solution in 3-30 Business Days, and a fully tested solution in 90 Business Days.





