

APPLICATION SUPPORT, MAINTENANCE & SERVICE LEVEL AGREEMENT

BETWEEN

“Your Company”

and

Advanced Database Systems Pty Ltd t/a

***the*FM Studio.**

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Issued by: Advanced Database Systems Pty Lt t/a theFM Studio

Reviewed by: Your Name | Title

Date:

Your Company
Logo

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1. Overview

1.1 EXECUTIVE SUMMARY

This Statement of Work (SOW) addresses the delivery to “Company Name”, software development, support and maintenance services for the FileMaker System (listed in Section 1.6) by Advanced Database Systems (ADS) trading as theFM Studio.

This agreement and statement of work covers where required: FileMaker application development, support & maintenance, production support and various unique services as required by “Company Name” from time to time. Support will be from 9am to 5pm five days a week (excluding Public Holidays in NSW) for all listed systems.

1.2 TERM

The term of this SOW is offered for the period from “Start Date” to “Finish Date”. Either party may terminate this SOW by providing 30 days written notice to the other party. Should this agreement be terminated by ADS, then ADS shall refund on a pro-rata basis any fees paid in advance for services properly rendered as at the date of termination and any service rebates due as at the date of termination. Should this agreement be terminated before “X number of hours” are consumed, then ADS retains the right to recover the difference between the discounted rate offered as part of this agreement and the full rate (\$285+GST) that would otherwise been charged on an ad hoc or call-out basis for all work carried out to date.

1.3 COMPANY OVERVIEW

Advanced Database Systems (ADS), trading as theFM Studio, is an Australian professional services company with some of the most talented FileMaker software engineers and business analysts in the country. Consequently, we provide powerful FileMaker business solutions, ongoing support and maintenance and some other unique services. We are a highly focused team of 6 core members and introduce specific technology experts where appropriate. Over the past 30+ years we have maintained a sound track record of satisfied clients from within the corporate sector, federal and state government organisations and the small business community. Our clients often comment that while we deliver a highly professional service, we go about it in a refreshingly down-to-earth way. That's very much our style.

Demonstrable results are achieved through understanding our clients and their businesses, listening to and interpreting their requirements, then translating those needs into rapidly deployed solutions or changes as requested. We do this by having a dynamic approach to

achieving results. By engaging some of the best people in their fields, we cover every aspect of the development and delivery life cycle from initial investigation, business analysis and requirements gathering through to solution design, building & testing, deployment & final implementation.

We believe that what we do and how we do it, are equally important. We have businesspeople with a passion for helping others, and technical people intent on delivering to specification. Together we strive to develop a strong and enduring relationship.

1.4 BENEFITS

This SOW offers the following benefits to “Company Name”:

- ADS has key resources with certified FileMaker skills & the experience required to meet the support requirements immediately.
- ADS follows Service Management Methodology and Information Technology Infrastructure Library (ITIL) service delivery principles. As a result, there can be certainty that our services are offered in line with documented procedures and therefore we can be relied upon.
- ADS guarantees to provide the required key resources for the term of the agreement and clearly defined contact points within our organisation, including a defined escalation process.
- Agreed SLA's and KPI's provide known support turnaround times.
- ADS is scalable and able to engage key resources without affecting the “Company Name” headcount.
- Absolute transparency with justification of the cost of our services, supported by monthly support logs | time sheets.
- Dramatically reduced hourly rates based on the various monthly support plans (where applicable).
- Clear communication of service levels and therefore better management of customer expectations.
- Better utilisation and improvements in the productivity of the “Company Name” staff.
- Better control of “Company Name” system assets and documentation.
- Better alignment of these services to business requirements.
- Increased efficiency & cost savings.
- A strong and enduring business relationship.

1.5 PRICE AND PAYMENT MILESTONE SUMMARY

Payment	Fee	Notes
Flexible payment options include monthly, half-yearly or annually in advance.	\$350.00 retainer per month. This fee paid to secure our immediate response to services when required. This does not include actual work carried out.	Service Level Agreement cost per month based on 7/5. SLA Response times are dependent upon response times by "Company Name" personnel.
Payment Monthly in arrears	\$285.00 per hour Ad Hoc rate (refer to other support plans for discounted hourly rates)	Based on your chosen Support Plan.

Prices are exclusive of GST.

1.6 SYSTEMS COVERED

This Statement of Work relates to the following Applications: "FileMaker System Name"

1.7 INTELLECTUAL PROPERTY

Ownership of all intellectual property rights in new materials and deliverables created by ADS for "Company Name" pursuant to this agreement will vest in ADS. However, ADS grants "Company Name" a non-exclusive perpetual irrevocable right to use any pre-existing intellectual property created by ADS which it incorporates in any materials and deliverables created for "Company Name".

Third Party IP. Third party component software that forms part of the "Company Name" Solution remains the intellectual property of that third party, being:

- the software application FileMaker Pro owned by Claris/Apple Inc;
- FM BetterForms owned by Delfs' Engineering;
- Portable Document Format Files [.PDF's] owned by Adobe Inc;
- Excel spreadsheets [.xlsx] owned by Microsoft and;
- Database design work including formulae, calculations and scripts introduced to the "Company Name" FileMaker system because of development and support activities remains the property of Advanced Database Systems Pty Ltd.

1.8 DEFINITIONS

Additional charge: means a charge in accordance with the ADS Ad Hoc rate of AUS \$285.00 + GST, less discounted rate - provided "Company Name" has not chosen the Ad Hoc support plan.

Documentation: as produced by ADS and accepted by “Company Name” as a precursor to development effort for a particular functional deliverable.

Maintenance Fee: Means the fee for Maintenance and Support Services payable by “Company Name” under this agreement.

AS&M: application support and maintenance.

1.9 TERMS AND CONDITIONS OF ENGAGEMENT

We offer professional services and operate on a time & materials basis. The hourly rate is applied to all work carried out on the client’s behalf including: making and answering phone calls; writing and responding to emails; attending on-site meetings and/or meeting sessions via conferencing software (TeamViewer, MS Teams, WebEx, Zoom, Skype or FaceTime); preparing documents; writing up meeting and/or discussion notes; collaboration with colleagues and; research and development.

Other tasks or activities include but are not limited to: building the system; managing the quality of deliverables; conducting system validation; refinement of the solution (including bugfixes); training requirements; system testing; deployment; implementation and; where required, documentation.

Our clients are invoiced at the end of each month and our consultant timesheets (support Logs) are supplied with the invoice to provide complete transparency of the work carried out.

1.9.1 PAYMENT

We ask that payments are made in full within 30 days of receiving a properly rendered invoice. We accept payment by direct deposit and credit card – directions will be provided in the invoice.

1.9.2 NON PAYMENT

If payment of the invoice is 30 days overdue, theFMStudio reserves the right to cease all work until non-payment is resolved.

1.10 SUPPORT SERVICES

Support Services under this SOW include:

1.10.1 Maintenance Support

- Capacity planning and monitoring
- General enquiries/information & consultation
- Reviews & reporting
- System incidents including data & table fixing
- Root cause analysis
- System continuity and preventative maintenance including:
 - Checking for broken links in scripts & relationships
 - Checking that date-sensitive information and layouts are up-to-date
 - File compression and optimisation (Removing free-space, reducing file size and streamlining data-access)

1.10.2 Production Support

- System continuity including:
 - Maintaining the source code
 - Software version control
- Managing system incidents including:
 - Problem determination
 - Change management
 - Release management
- Managing production data including:
 - Application scheduling and monitoring
 - Performing system backups
 - Periodically archiving systems and files
 - Batch processing where required
 - Data loading where required

1.10.3 Unique Services

- General enquiries/information and consultation including: Business Requirements Specification consultation; Meetings; Workshops.
- Configuration management: Administrative; Technical.
- Help desk/incident management: Answer general enquiries; Receive & respond to emails/calls & categorise.
- System security management: Setting system access privileges; Setting user password & admin of user accounts.
- User hand holding/training & mentoring: Help for immediate task; training & mentoring sessions where appropriate.

1.11 NON BUSINESS HOURS SUPPORT

Support required outside the normal business hours from 9:00 to 17:00, 5 days per week, and at anytime over the weekend, shall attract a charge of **\$428 + gst per hour.**

1.12 TRAINING

Training will be provided where required and will be conducted on “Company Name” equipment and premises with access to the relevant application training databases. Alternatively, training can take place remotely via various video conferencing platforms.

If ADS is required to attend any other site, reasonable transport and accommodation costs will be reimbursed provided they have been agreed prior to travelling.

1.13 MAJOR PROJECTS AND ENHANCEMENTS

Capital Projects or major new development work will be handled outside of this SOW. “Company Name” will provide a Statement of Work (SOW) or Business Requirements Specification document (BRS). ADS will then provide an estimate of costs from which if accepted, “Company Name” will issue a Purchase Order.

1.14 EXCLUSIONS

- Resolution of hardware problems
- Resolution of data synchronisation issues.

- Repairing incorrect table entries in applications
- Interface Contract Management
- Termination of user sessions during data-freeze conditions
- Network Support
- Data load support (*unless otherwise specified*)
- Online help
- Disaster Recovery Implementation
- Correction of errors caused by: Unauthorised modification, revision, variation translation or alterations of the “Company Name” system by personnel or agents of the defined supported applications; Equipment maintenance not related to or associated with the system caused in whole or in part by the use of computer programs other than the specified system.

1.15 SUPPLIER RESPONSIBILITIES

ADS will maintain a non-production, development and test environment of the application. This will consist of a centralised application for each required version together with the relevant application database.

ADS will forward functional updates and bug fixes as required by “Company Name”, in either a formal product release or hot fixes as determined by severity fault levels.

Response times and action taken are determined by the severity level which is assigned to a reported fault by “Company Name”. These are set out in the Service Level Agreement (SLA) outlined in clause 2.4. Note: SLA Response times maybe dependent upon response times by “COMPANY NAME” personnel.

1.15.1 Documentation

All systems either have current documentation or the owners have agreed that no documentation is required. Where there is documentation, it will be kept up to date for minor and capital enhancements and the cost of this attributed to those projects or included under this agreement and the time deducted from the support allocation. Where there is a need for documentation, then this activity can be carried out under the terms of this support agreement.

Documentation may take the form of a Quick Reference Guide; User Guide, Technical Specification; Functional Specification; Business Continuity Plans and; Disaster Recovery Plans.

1.15.2 Support Process

In the event of a level 3 or 4 incident or a support request, contact should be made by email. Severity 1 & 2 incidents can be notified by phone and SMS. Any Technical personnel listed below must undertake an induction process as advised by “Company Name” prior to undertaking the services to be provided under this agreement. For the avoidance of doubt, only Damien Kelly and Rob Woof have been inducted at the time of this agreement.

Contact for support are as follows:

Business

Ian Pirrie e ian@filemakerstudio.com.au

Technical

Damien Kelly damien@filemakerstudio.com.au

Rob Woof rob@filemakerstudio.com.au

Kevin Hwang kevin@filemakerstudio.com.au

Wes Slade wes@filemakerstudio.com.au

David Head david@filemakerstudio.com.au

Admin/Accounts

Karen Pirrie karen@filemakerstudio.com.au

1.16 Confidentiality

Where either party receives confidential information from the other party because of the parties’ interaction under this agreement, the receiving party must:

- (a) keep confidential information confidential;
- (b) not use, disclose, or reproduce confidential information for any purposes other than the purpose of this agreement;

- (c) not without the disclosing party's written consent disclose confidential information to any person other than its representatives who need the information for the purposes of this agreement; and
- (d) establish and maintain effective security measures to safeguard the confidential information from unauthorised access, use, copying or disclosure.

Notwithstanding the above, either party may use or disclose confidential information to the extent necessary to:

- (a) comply with any law or binding directive of a regulator or a court order;
- (b) comply with the listing rules of any stock exchange or which its securities are listed;
- (c) obtain professional advice in relation to matters arising under or in connection with this agreement; or
- (d) delivery the services.

The receiving party must immediately on demand or on termination of this agreement return to the disclosing party (or destroy if so requested) any documents in its possession, power or control containing the other party's confidential information unless retention of a confidential copy is necessary to comply with any law or record keeping obligations.

1.18 Indemnity

ADS continually indemnifies "Company Name" from and against:

- (a) all loss or damage to any property owned by or under the control of "Company Name"; and
- (b) all losses, costs, expenses, demands, claims, actions, proceedings and liabilities of any kind brought by any person against or incurred by "Company Name", arising directly or indirectly out of or in connection with any act or omission of ADS.

1.19 Equipment or facilities supplied by "Company Name"

ADS must use equipment or facilities which "Company Name" has directed is necessary for ADS to deliver the services. If "Company Name" provides equipment or facilities for the use of ADS, or access to information of "Company Name" then ADS must:

- (a) use that equipment or those facilities only for the purpose of providing the services;

- (b) not remove that equipment or any information from “Company Name” premises under any circumstances unless agreed in writing;
- (c) ensure that any equipment or facilities are used or operated according to the manufacturer’s instructions or any operating instructions specified by “Company Name”; and
- (d) notify “Company Name” immediately it becomes aware that the equipment or facilities are not working properly, or have become lost or stolen.

1.20 Policies

IT Policies

ADS must, and must ensure that all its personnel, observe the “Company Name” IT policies as directed.

Onsite Policies

If ADS is required to provide any services within any lands or buildings owned or occupied by “Company Name”, then ADS must, and must ensure that all its personnel, observe “Company Name”’s policies as directed.

1.21 Sub-contracting

- (a) Except as expressly noted in this agreement, ADS may not sub-contract any obligations under this agreement without the prior written consent of “Company Name”. “Company Name” consent to sub-contracting arrangements may be granted subject to conditions or a right to revoke at “Company Name” discretion.
- (b) ADS will ensure that all sub-contractors comply with the terms of this agreement.
- (c) Irrespective of ADS entering into a subcontract or the provisions of that subcontract, ADS:
 - (i) remains liable for the carrying out and completion of the services;
 - (ii) is not discharged from any obligation or liability that it has under this agreement; and
 - (iii) is liable for the acts, defaults and negligence of any subcontractor as fully as if they were acts, defaults or negligence of ADS.

1.22 Insurance

Before the commencement of the supply of services ADS must procure and maintain during the term of this Agreement the following policies of insurance:

- (a) worker's compensation as required by law covering all persons directly or indirectly engaged in providing the services under this agreement.
- (b) professional indemnity insurance with limits of not less than \$5 million per claim and for a period of not less than four years after the expiry of this agreement.
- (c) public liability with limits of not less than \$5 million for any single occurrence and in the aggregate.

Upon request ADS must provide "Company Name" with certificates of currency stating current relevant insurance cover as required in this Agreement from its insurance broker or insurer. ADS must notify "Company Name" within 2 business days of the cancellation of any of the policies of insurance required under this agreement.

2. GENERAL REQUIREMENTS

2.1 DEPENDENCIES

The provision of the services described herein is dependent on: VPN access to the "Company Name" LAN or; an IP address being provided to allow Remote Access via the Internet and; a Full Access User Account and Password to the "Company Name" FileMaker and associated Systems and Servers.

2.2 ACCESS

ADS agrees to abide by the "Company Name" security policies and agrees to comply with current safety and security regulations as required by "Company Name".

2.3 "COMPANY NAME" RESPONSIBILITIES

The relevant support group or contact within "Company Name" shall supply ADS personnel with the following information when a fault is reported, or an incident occurs:

- Full description of the problem and activity the user was involved in when the problem was encountered.
- Initial Severity Level Rating (note the Severity level needs to be agreed between ADS and "Company Name").

- A clear indication of the “Company Name” environment in which the fault was found (ie. Machine name, Production environment, Test environment).
- “Company Name” must provide on-site access to ADS support personnel to undertake steps to resolve issues and incidents which cannot be resolved remotely.
- “Company Name” must ensure that secure and reliable access is provided to the supported system from the ADS nominated support site.
- “Company Name” shall advise the current known defects and proposed enhancements for each of the applications. This list should include a SPUR Analysis and where appropriate, a severity rating highlighting the priority & business impacts, date raised etc.

2.4 APPENDIX A. SERVICE LEVEL AGREEMENT

ADS will provide “Company Name” the following service levels:

1. **System failure.** Your business operations are impacted with no practical bypass or workaround.

Function not working at all and no practical workaround.

Program aborts or stops.

Application unworkable.

Serious performance & logic problems.

Database corruption.

Major interface problem which stops down-stream processes.

Major interface problem preventing use of data from upstream processes Essential components missing.

Screen/Dialogue aborts.

Acknowledgment Response: < 15 min.

Delivery of Support: < 3 hours. This may include a temporary fix or workaround. Permanent solution within 2 working days.

2. **System failure.** Your business operations are impacted, but with practical bypass possible.

Essential function severely restricted.

Essential function not working, practical bypass available.

Restricted performance, logic problems.

Causes severe restriction to essential up-stream or down-stream processes.

Acknowledgment Response: < 4 hours

Delivery of Support: < 8 hours. This may include a temporary fix or workaround. Permanent solution within 3 working days.

3. Error with functionality.

Report records out of sequence.

Report/dialogue being produced with extraneous characters.

Documentation not up to date.

Misleading message.

Misleading user guides.

Acknowledgment Response: 24 hours

Delivery of Support: 24 hours. This may include a temporary fix or workaround. Permanent solution included in next release.

4. Minor errors & small enhancements

Minor problem not impacting any user function.

Layout or format Errors.

Small system enhancement.

Acknowledgment Response: 24 hours

Delivery of Fix and Deliver on Agreement.

3. SIGNATORIES

YOUR LOGO Signed on behalf of "Company Name" Signature of Authorised Officer Your Name Your Title Date:	 Signed on behalf of Advanced Database Systems Pty Ltd. Signature of Authorised Officer Ian Pirrie Company Director Date:  
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