



BUSINESS IT SOLUTIONS

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## Service Level Agreement

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Website: [www.pbs.net.au](http://www.pbs.net.au)

Helpdesk: 1800 88 00 69

**Tel: (02) 9411 7800**

**Fax: (02) 9884 7869**

**Email: [srider@pbs.net.au](mailto:srider@pbs.net.au)**

**Last Revised: December, 2003**

## Phoenix Business Systems Pty Ltd – Services

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Phoenix Business Systems prides itself on its commitment and delivery of service to its clients. We provide the following ACCPAC and Crystal Reports support services.

### 1 Services Scope

The scope of this Service Level Agreement (SLA) is to cover the on-site and off-site support of the ACCPAC business system. The SLA will include remote support via thin client software and telephone. The scope does not include any human resources or payroll software, networking or computer hardware.

### 2 Approach and Benefits

Phoenix Business Systems agrees to follow an approach in accordance with a set of methodologies designed by Phoenix Business Systems. The SLA will incorporate benefits that relate to:

- Annual Support Contract
- Methods of contact
- Account Management
- Project Planning
- Crystal Report Development
- Software Development
- Implementation Checklists
- Issues List/Tracking
- Filing
- Follow up

### 3 Annual Support Contract

This SLA entitles the client to access ACCPAC support via three (3) methods:

1. Telephone;
2. Email;
3. Remote access.

#### 3.1 Telephone Support

This service is accessed via a free call hotline number: **1800 88 00 69**. A large investment has been made in providing responsive Help Desk facilities. Specialist consultants permanently staff the Help Desk supported by Help Desk software that enables all calls to be recorded and managed to provide an expedient resolution. Help Desk systems enable consultants to search ACCPAC databases and forums that are updated daily, to assist solving issues based on worldwide experience.

When a call is logged via the 1-800 number, the telephone consultant will handle the call via the following process.

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### **3.1.1 Identify the problem/Issue**

The consultant will log the details of the call into the help desk software and assess whether the call is related to installed functionality not working or new functionality required.

### **3.1.2 Prioritise the call**

The consultant will assess the details of the call. If a remedy is required, the call will be prioritised as follows:

**Priority One:** Client's business is affected and problem is mission critical.

**Action** The phone consultant will attempt to remedy the problem over the phone. If a result is not reached the project leader will be contacted immediately and a course of action agreed upon with the client. Immediate resources will be made available to the client.

**Priority Two:** Issue is regarded as important but not urgent. Clients business is not adversely affected and business operations can continue.

**Action:** The phone consultant will attempt to remedy the issue. If a result is not reached either the project leader or a nominated staff member will be contacted to "own" the problem. The owner of the problem will liaise with the client to ensure a remedy is reached.

**Priority Three:** Issue is regarded as either research and development or marketing/sales in nature.

**Action:** Critical dates and functionality requirements will be noted. Pricing may be provided immediately. Resources will be allocated on a case-by-case basis depending upon the nature and urgency of the request.

- ✓ Priority One:            Within 15 minutes
- ✓ Priority Two:            Within 2 hours
- ✓ Priority Three:            When convenient

### **3.1.3 Take appropriate action**

- Resolve the issue on the telephone;
- If a call is not resolved on the phone, the help desk consultant will issue a work order id to track the problem until it is resolved;
- It is the clients responsibility to request a work order ID.

Upon request at any time Phoenix will be required to send to the client a report that details the help desk activity for the requested period. This report will include problem, resolution, time spent and allocated consultant.

### **3.2 Email Support: [helpdesk@pbs.net.au](mailto:helpdesk@pbs.net.au)**

There may be situations where it is more convenient to send an email rather than call the helpdesk. This is particularly useful when the issue is not urgent but resolution is required. The issue will be treated as a priority 3 and a response sent back by email.

### **3.3 Remote support**

There will be occasions where it will be more efficient and/or effective for PBS to dial in to or access the client system to provide support rather than visit on-site. This option is available where the client is remotely situated or the issue is easily resolved without visiting on-site. PcAnywhere, remote desktop connection, terminal services or Citrix will be used to access the client's site. The client will need to be running the host version of these programs.

## **4 Contact**

Phoenix Business Systems offers a free call 1800 help desk number. The client must always contact Phoenix Business Systems via 1800 880 069 in the first instance for technical assistance. This is so that any issue can be captured in the help desk database as per the SLA. For booking site visits, the client may contact the consultant directly on their mobile or via the help desk – whichever is the most convenient.

## **5 Account Management**

Phoenix Business Systems adopts an account management policy that means two consultants will always have information on a client site. Furthermore we have found that a technical "backup" consultant is almost always required to perform technical duties such as programming or database management that is sometimes outside the skill set of consultants.

One consultant visiting a client site will always be a Senior Consultant. Consultant's skills and experience is listed in the company profile.

## **6 Project Planning**

Phoenix Business Systems uses Microsoft Project to create project plans that incorporate all the tasks required to implement or support ACCPAC. Gantt charts are produced that identify tasks and allocate them to engineers or consultants.

## **7 Development of Specific Crystal Reports**

Phoenix Business Systems has the capability to develop sophisticated Crystal Reports. A specification or sample of the Crystal Report is required. A Phoenix Business Systems engineer will complete a draft of the report and submit it back to the client for testing – some adjustments are generally required and the report is then put into production.

## **8 Software Development**

Phoenix Business Systems uses the ACCPAC SDK and the XAPI (application programming interface) to develop software applications in Visual Basic and Visual C++. The methodology for specific software development projects is as follows:

- The client is to prepare a requirements document,

- Phoenix Business Systems in conjunction with the client will convert the requirements into a specification (only for projects more than 30 hours),
- Phoenix Business Systems will perform the programming work in accordance with the specification,
- Phoenix Business Systems will perform internal unit testing (in some case a copy of the client data may be required e.g. interface software),
- Phoenix Business Systems will prepare documentation if this is required,
- A beta version will be released to the client for user acceptance testing,
- Documentation will be prepared and software will be adjusted by Phoenix Business Systems if necessary,
- The software will be put into production.

## **9 Implementation and Upgrade Checklists**

Phoenix Business Systems has developed a number of checklists related to implementing and upgrading ACCPAC. We undertake to use these checklists as appropriate. In many cases the client will be required to sign off the checklist.

## **10 Issues List Methodology**

There will be occasions where it is necessary to comprehensively summarise all outstanding issues related to the client's ACCPAC installation. In such cases Phoenix Business Systems uses the Issues List template which captures the following information:

1. Issue
2. Priority
3. Status
4. Key dates
5. Who's responsibility
6. Updates

The client may be requested to capture the initial information, but Phoenix Business Systems will manage the process until issues are eliminated.

## **11 Filing**

Phoenix Business vows to protect the clients privacy and at the same time store information on file in a professional and thorough manner. A file indexed with a three letter code stores information about the client under the headings of correspondence, working papers, general, customisations and activations. In accordance with this SLA, clients have the right to access their file at any stage.

Working papers will be used to record meeting discussions, file notes and research.

## **12 What Service is Included in this Annual Support Contract?**

- Toll Free Hot Line Telephone Support via 1800 88 00 69 from 9:00am to 6.00 pm, Monday to Friday. Eastern Australian Daylight Savings Time.
- Priority email support.
- Priority remote support.
- Free Service Packs and special seminar pricing.
- Guaranteed access to all help desk and other file information.
- Monthly Help Desk Report (see below).
- Access to a prioritisation system as described in this SLA.
- Service benefits as outlined in this SLA.

### **13 What Service is not Included in this Annual Support Contract?**

- You may be billed for any time in excess of 20 minutes, spent on a telephone call or remote access. An on-site visit may be deemed necessary to adequately resolve the issue or training may be recommended.
- Any time over 20 minutes spent performing work via remote access. You will be charged at the standard consulting rate for the remaining time.

### **14 Follow Up**

As a matter of quality control and good client relations, random checks and surveys by a Phoenix staff member are conducted to ensure that Phoenix Business Systems provides the best support in the industry. Specifically, a follow up call will occur after a project that has taken longer than 5 working days to complete.

### **15 On-site visits and time charged**

Where a consultant is booked to visit on-site, you will be charged for the time spent on-site, any associated travelling time to and from our offices and any disbursements such as parking and taxi fares. There is no minimum fee. The SLA entitles the client not to be charged for the first 20 minutes per issue only for work performed off-site.

Each consultant to visit the client site will carry a client report book. The consultant will be required to complete a client report detailing what work has been completed, what work is outstanding and how much time and travel time has been spent. The client will be required to sign this report at the completion of each consulting visit.

### **16 Professional Services Pricing**

Our software services rate is based on a sliding scale. Software Engineers and Consultants are \$120 per hour for consulting work and travel time. Senior Consultants and Senior Software Engineers are \$160 per hour for consulting work and travel time. Principal Consultants, Directors and Technical Services Managers are \$200 for all on-site, off-site work and travel time. You will be billed for time spent, NOT on results or outcomes, as these cannot be guaranteed. Services are billed on a weekly basis with payment terms of 14 days.

### **17 Cancellation of this Service Level Agreement**

This SLA may be cancelled at any time by agreement of both parties or cancelled by Phoenix Business Systems where:

- The client changes ACCPAC Business Partners;
- The client fails to pay for the SLA within 30 days of being issued with an invoice;
- The client fails to pay any invoice within 90 days of issue. In this case, where the invoice is paid or an issue resolved, the SLA will be reinstated.

## 18 Phoenix Business Systems' Guaranteed Accreditations



## 19 Acceptance of Service Level Agreement

### 1. Phoenix Business Systems Pty Ltd Contact:

Name: Steven Rider  
 Address: Level 1, 2 Help St, Chatswood NSW 2057  
 Level 5, 11 Queens Rd, Melbourne VIC 3004  
 Phone: 02 9411 7800 or 03 9869 7125  
 Fax: 02 9884 7869  
 Email: [srider@pbs.net.au](mailto:srider@pbs.net.au)

### 2. Client:

Contact:  
 Address:  
 Phone: Fax: Email:

3. Amount of Service Level Agreement: \$ 1800

### 4. Scope of the Work:

The work to be provided by Phoenix Business Systems Pty Ltd (PBS) to the Client generally revolves around support for the ACCPAC software solution.

### 5. Fees:

- (a) Fees are based on the level of experience of the Phoenix Business Systems Pty Ltd employee providing the services and time taken to complete the work. Phoenix Business Systems Pty Ltd personnel may be charged at an hourly rate of \$200 for Managers, \$160 for Senior Consultants and \$120 for Consultants.
- (b) Out-of-pocket expenses, e.g. taxi fares to and from your office will be charged at cost. Travel outside the Sydney or Melbourne CBD attracts an additional call-out fee of \$100 covering the travel time. Interstate and international travel require a special arrangement regarding travel time and costs.

### 6. Conditions Related to Services:

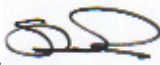
The Client agrees to be bound by the conditions on the back of this page. Please note that the annual maintenance contract is compulsory.

PHOENIX BUSINESS SYSTEMS PTY LTD'S

AUTHORISED REPRESENTATIVE:

NAME: Steven Rider.....

TITLE: Director .....

SIGNATURE: ....  .....

DATE: ...../...../.....

CLIENT'S AUTHORISED REPRESENTATIVE:

NAME: .....

TITLE: .....

SIGNATURE: .....

DATE: ...../...../.....

## 6. CONDITIONS RELATED TO SERVICES

- (A) Phoenix Business Systems Pty Ltd (PBS) will invoice the Client on a fortnightly basis unless otherwise agreed by the parties and the Client must pay within 14 days of receipt of invoice. Interest will be charged on overdue amounts at the rate of 11 percent per annum. Invoices will reference job sheets that are to be signed by the client on-site. These signed job sheets will indicate that services have been completed satisfactorily and will be paid for in accordance with an issued invoice. If invoices are not paid in a timely manner the Client may be placed on credit hold and helpdesk services refused. Any unused component of the SLA will not be refunded.
- (B) The Client acknowledges that the period of time specified in Section 4 and the estimate of fees in Section 5 are only estimates. In the event the estimates given in section 3 and 5 are exceeded, PBS will provide a further written estimate to the Client.
- (C) The rates of fees detailed in Section 5 will be reviewed on a six monthly basis and the Client will be given one month's advance notification of any increase in fees. The increased fees will be deemed to be accepted by the Client unless the Client provides written notification to PBS of its objection to the increase prior to expiry of the one-month advance notice period.
- (D) The PBS hotline support service is charged to clients who do not take up annual support on a time basis and normal support calls are charged in units of 15 minutes at \$50.00 per unit, Support on weekends, public holidays or between the hours of 7.00 pm to 6.00 am require prior arrangement and will be charged at \$75.00 per 15 minute unit. PBS's remote access support will be charged at the normal consulting rate less 20 minutes. Any call lasting longer than 20 minutes may be charged for time in excess of the first 20minutes.
- (F) **Phoenix Business Systems Pty Ltd Personnel**
- (i) The Client will give PBS such access to the Client's premises as required to enable PBS to carry out services and the Client's personnel will provide all assistance reasonably requested by PBS.
- (ii) The Client will not, from the date of this Agreement to twelve months after completion of the provision of services by PBS, solicit or employ or contract any employee or contractor of PBS who provides services to the Client.
- (iii) The Client agrees that if it employs or engages any person directly, contrary to sub-clause (ii) above it shall be liable to pay to PBS liquidated damages in a once off amount equal to 20% of such person's salary or contracted amount (if a contractor) per annum at the time of being engaged or employed by the client.
- (G) **Confidentiality**
- (i) Each party shall treat as confidential information which comes into its possession, pursuant to or as a result of or in the performance of this Agreement, whether such information relates to the business, sales, marketing or technical operations of the other party or the clientele of the other party or otherwise.
- (ii) Neither party shall, without the written permission of the other, disclose such confidential information to a third party.
- (H) **Warranties and Liability**
- (i) Where the Trade Practices Act 1974 or other laws imply conditions or warranties or give other rights in respect of this Agreement, PBS's liability for any breach of such a condition, warranty or right will (but only to the extent permitted by law) be limited;
- (a) in the case of goods supplied, to the replacement or repair of the goods or the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or of acquiring equivalent goods;
- (b) in the case of services supplied, to the supplying of the services again or, the payment of the reasonable cost of having the services supplied again. Except as set out above all implied conditions, warranties and rights are excluded from this Agreement.
- (ii) PBS will not be liable to the Client or any persons claiming under it in contract, in tort other-wise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by the Client or any other person arising out of or relating to this Agreement or any delay, non-performance or error in information supplied to the Client by PBS in connection with this Agreement or any services provided.
- (I) **Intellectual Property Rights**
- (i) The Client acknowledges and agrees that PBS, its licensors or its contractors own all intellectual property and other proprietary rights in the services and the results thereof and the materials and information provided to the Client (collectively called the "Materials"). Materials include, but are not limited to, software programs, program listings, procedures, programming tools, documentation, reports and drawings.
- Subject to any limitations imposed by PBS's licensors and contractors, PBS hereby grants to Client a personal, nonexclusive licence (a) to use such Materials as are provided by PBS for the Client's ongoing use, (b) to modify and prepare derivative works of the Materials for use in Client's business and (c) to reproduce, copy and display the Materials as appropriate in the conduct of its own business.
- (J) **Termination Services**
- (i) Either party may terminate this agreement by giving the other party thirty days written notice, or the parties may mutually agree in writing to a shorter notice period.
- (ii) PBS may also terminate the agreement if the Client enters into an arrangement or composition with creditors, an application is made for the appointment of a liquidator, controller, administrator, official manager, receiver and manager or similar officer, an event happens which would allow a court to wind the Client up, the Client ceases to carry on business or is unable to pay its debts or the Client, or any of them is appointed, materially breaches this agreement and does not remedy the breach within fourteen (14) days of receiving notice from PBS to rectify the breach or the breach is incapable of being remedied.
- (iii) In the event PBS is required to provide a further estimate pursuant to paragraph 6(B) above then on receipt of such further estimate the client may elect to immediately terminate this Agreement and the Client will pay PBS all fees up to the date of termination and the Client acknowledges that PBS will not be liable for any costs, expenses, liability or damages associated with PBS's failure to complete the services.
- If the Client objects to an increase in fees pursuant to paragraph 6(C) then either party may terminate the agreement within 14 days of the date of the notice of objection.
- (K) **Partial Ineffectiveness**
- If any term/provision/part of this Agreement, not being of a fundamental nature, will be held illegal or unenforceable, it is to that extent deemed omitted; the validity & enforceability of the remainder of this Agreement will not be affected.