

Community2Go Technical Support Policy

Effective Date: 15-November-2012

OVERVIEW

Unless otherwise stated, this **Technical Support Policy** applies to technical support of functionality outlined in your Order as the **Community2Go Service** provided to you by CommunityToGo Pty Ltd (**CommunityToGo**).

You and **your** refers to the individual or entity that is entitled to Technical Support from CommunityToGo.

You must have entered into an agreement with CommunityToGo by signing a purchase order or completing an order online (in either case, your **Order**) to receive Technical Support.

Technical Support is technical support services provided by CommunityToGo for issues (including problems you create) that are demonstrable in the currently supported release(s) of the Community2Go Service (the **Community2Go Product**), running unaltered, and on a supported device

Supported device information is available at www.communitytogo.com.au site.

This Technical Support Policy is subject to change at CommunityToGo's discretion; however policy changes will not result in a material reduction in the level of the Technical Support provided during the Support Period (defined below) for which fees for Technical Support have been paid.

SUPPORT TERMS

Support Period

Technical Support is effective upon the effective date of your Order unless stated otherwise in your Order. Unless otherwise stated in the Order, CommunityToGo technical support terms reflect a 12 month support period (the **Support Period**). CommunityToGo is not obligated to provide technical support beyond the end of the Support Period.

Payment of fees

Fees for the Community2Go Service are due and payable annually in advance of each Support Period in accordance with the terms of your Order. Your pre-payment is required to process your Technical Support.

Updates

Update means a subsequent release of the Community2Go Service which CommunityToGo generally makes available to its supported customers at no additional fee, provided you have paid your annual fees. Updates do not include any release, option or future program that CommunityToGo licenses separately. Updates are provided when available (as determined by CommunityToGo). CommunityToGo is under no obligation to develop any future programs or functionality.

Right to Desupport

It may become necessary as a part of the Community2Go's Service lifecycle to desupport certain devices and, therefore, CommunityToGo reserves that right.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the Community2Go Service directly to end users.

First Line Support must include, but is not limited to:

- (a) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the Community2Go Service;

- (b) a direct response to users with respect to problems or issues with the Community2Go Service,
- (c) a diagnosis of problems or issues of the Community2Go Service; and
- (d) a resolution of problems or issues of the Community2Go Service.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the Community2Go Service, you may contact CommunityToGo for “Second Line Support”. You must use commercially reasonable efforts to provide CommunityToGo with the necessary access required to provide Second Line Support.

Second Line Support consists of

- (a) a diagnosis of problems or issues of the Community2Go Service; and
- (b) reasonable commercial efforts to resolve reported and verifiable errors in the Community2Go Service so that the Community2Go Service performs in all material respects as described in the specifications set out in your Order.

CommunityToGo may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Support will be prioritized based on severity (as defined in the severity section below) and is provided on a best effort basis.

Warranties

CommunityToGo warrants that the Technical Support will be provided in a professional manner and with reasonable care and skill. You must notify CommunityToGo of any Technical Support warranty deficiencies within 10 days from performance of the services by writing to us at PO Box 1477 Joondalup DC, WA, 6919 or email support@communitytogo.com or calling on 08 6102 5117.

To the maximum extent permitted by law and without limiting the Australian Consumer Law, CommunityToGo’s entire liability will be limited to the re-performance of the deficient Technical Support, or if CommunityToGo cannot substantially correct a breach in a commercially reasonable manner, you may end the Technical Support and recover the fees paid to CommunityToGo for the deficient Technical Support.

When supplied to a consumer (as defined by the Australian Consumer Law), our goods the subject of the Community2Go Service come with guarantees that cannot be excluded under the Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Limitation of Liability

- (a) CommunityToGo, its employees, agents, officers and directors are not liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the use of the Community2Go Service, without limiting the application of the Australian Consumer Law and to the extent permitted by law, whether that liability arises in contract, tort (including negligence) or statute, for an aggregate amount in excess of the fees paid by you to CommunityToGo in the twelve (12) months prior to the events giving rise to liability.
- (b) In no event will CommunityToGo or its employees, agents, officers and directors, without limiting the application of the Australian Consumer Law and to the maximum extent permitted by law, be liable for any loss of profits, lost management time, savings, contracts, revenue, invest, goodwill, data, or penalties, fines or for consequential, special, indirect, or exemplary damages, costs, expenses, or losses.

SERVICE SUPPORT

The Technical Support provided by CommunityToGo consists of:

- Updates, fixes, security alerts and critical patch updates
- Major technology releases, which includes general maintenance releases and selected functionality releases, in all cases at the discretion of CommunityToGo
- Assistance with service requests
- Access to online support (web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours.

ONLINE SUPPORT

Access to online support is subject to the Privacy Policy located on the CommunityToGo web site.

SEVERITY DEFINITIONS

Technical Support requests may be submitted by you online through the Community2Go web-based customer support system. The service request severity level is selected by you and should be based on the severity definitions specified below.

Severity 1

You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) working day.

You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from CommunityToGo.

Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

Severity 4

You request information, an enhancement, or documentation clarification regarding the Community2Go Product but there is no impact on the operation. You experience no loss of service. The result does not impede your operation.