

Synamedia Cloud Services Standard Support Program

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Contents

1	Cloud Services Support Program	4
1.1	Definitions.....	4
1.2	Impact, Urgency, Priorities and Priority Matrix.....	5
1.2.1	Impact	6
1.2.2	Urgency.....	6
1.2.3	Incident Management Priority.....	7
1.3	Service Desk.....	8
1.4	Incident tickets.....	9
1.5	Cloud Services commitment.....	9
1.6	Service Availability.....	9
1.6.1	Unavailability.....	10
1.7	Support and Maintenance.....	12
1.8	Documentation	14
1.9	Deprecation and End-Of-Life	14

List of Tables

Table 1	Definitions	4
Table 2	Impact Definitions.....	6
Table 3	Urgency Definitions	6
Table 4	Incident Management Priority Level Definition.....	7
Table 5	Incident Management Priority Matrix	8
Table 6	Incident Priority Definition.....	9
Table 7	Changes Definitions	13
Table 8	Definition of Deprecation and End-of-life notices	14

1 Cloud Services Support Program

This document describes the Support Program that Synamedia will provide for all its Cloud Services, and expressly excludes any support in connection with the connectivity or functionality of any hardware used in conjunction with the Cloud Services, whether such hardware is provided by Synamedia or third-party.

1.1 Definitions

Any capitalised terms shall have the meaning set out in the Synamedia Cloud Services Agreement (available at: <https://www.synamedia.com/cloud-services-agreement>) (the **Agreement**) or the Service Specifications of the relevant Subscribed Products. Additionally, the following defined terms shall have the meaning specified below:

Table 1 Definitions

Term	Definition
Business Day	Means a working day, other than the weekend or public holiday, in the Customer's time-zone.
Business Hours	Means 9am to 5pm on any Business Day.
Client	Software application which consumes services provided by the Subscribed Products.
Customer	Entity that has executed the Sales Order; references to Customer in this document shall include the Customer's users or Customer's third-party suppliers who have been specifically appointed by the Customer and authorised by Synamedia to raise Incident Tickets.
Customer Systems	Back-office software applications utilised by the Customer which are integrated with the Subscribed Products to enable or receive service from the Subscribed Products.
Documentation	Guidelines, reference documents and test kit provided in English by Synamedia to the Customer in relation to the use of, and access to, the Subscribed Products.
Emergency	Has the meaning given in Table 7: Changes definitions in Section 1.7.
End Subscriber	An individual granted access to a service provided by the Customer business where that service is facilitated in whole or part by the Subscribed Product.

Incident	means any single event (or any set of events) resulting in Unavailability or impairing usage of the Subscribed Product.
Incident Ticket	A report in accordance with Section 1.4 prepared by the Customer describing, as far as reasonably possible an Incident.
Maintenance	Has the meaning given in Table 7: Changes definitions in Section 1.7.
Priority Level	Has the meaning given in Table 5 in Section 1.2.3.
Service Availability	Defines the service availability objectives for the production environment on Synamedia cloud and is calculated as described in the Sales Order for the applicable Subscribed Product.
Service Desk	A web-based service portal as described in Section 1.3 below.
Service Suspension	Has the meaning given to it in Section 10.3 of the Agreement.
Synamedia Cloud Portal	Refers to the online portal to access and manage the Subscribed Products.
Subscribed Products	Refers to the specific Cloud Services which the Customer has contracted to use as specified in the Sales Order.
Unavailability	Is a period where the Subscribed Products are unavailable as defined Section 1.6 below.
Update(ed)	Has the meaning given in Table 7: Changes definitions in Section 1.7.
Upgrade(ed)	Has the meaning given in Table 7: Changes definitions in Section 1.7.

1.2 Impact, Urgency, Priorities and Priority Matrix

Synamedia classifies Incidents into four priorities, dependent on the Customer's ability to use the Services. Priority is related to the impact on the Customer's service levels and the urgency of the Incident as measured by its business criticality. Below are the definitions for impact, urgency, priority, and the Incident management priority matrix. The assessment of the impact, urgency and priority in Tables 2, 3 and 4 will be determined by Synamedia along with the customer. This will enable Synamedia to assign the correct priority to an incident as per Table 5.

1.2.1 Impact

Impact is defined as a measure of the effect of an Incident on how service levels will be affected. Synamedia Incident impact levels are defined as follows:

Table 2 Impact Definitions

Impact	Definition
1 - Widespread	An Incident affecting all End Subscribers causing a complete outage of service for some or all aspects of the Customer's business.
2 - Large	An Incident affecting all or most End Subscribers, causing service to be severely degraded, or where a significant number of services are impacted, though not all.
3 - Localized	An Incident affecting a small number (typically under 10 percent) of End Subscribers causing service to be degraded, or where a small number of services are impacted.
4 - Individual	No service impact is felt, but the Customer requires information, assistance, or wants to request additional services.

1.2.2 Urgency

Urgency is defined as a measure of the business criticality of an Incident.

Table 3 Urgency Definitions

Urgency	Definition
1 - Critical	<p>Primary business function is stopped (no operational alternative).</p> <p>There is an immediate significant financial impact.</p> <p>The Customer and Synamedia will commit any necessary resources 24x7 to resolve the situation.</p>
2 - High	<p>Primary business function is severely degraded or supported by operational alternative.</p> <p>There is a probable significant financial impact.</p>

Urgency	Definition
	The Customer and Synamedia will commit any necessary resources 24x7 to resolve the situation.
3-Medium	<p>Non-critical business function is stopped or severely degraded.</p> <p>There is a possible financial impact.</p> <p>The Customer and Synamedia will commit full time resources during Business Hours to resolve the situation.</p>
4 - Low	<p>Non-critical business function is degraded.</p> <p>There is little or no financial impact.</p> <p>The Customer and Synamedia will commit resources during Business Hours to restore service to satisfactory levels.</p>

1.2.3 Incident Management Priority

This is the level of effort that will be expended by Synamedia and the Customer to resolve the Incident. Synamedia Incident Management Priority Levels are defined as follows:

Table 4 Incident Management Priority Level Definition

Priority	Definition
P1	Emergency/Critical - means a Subscribed Product is down or there is a critical impact to the Customer's business operation. The Customer and Synamedia both will commit full-time resources to resolve the situation.
P2	Major means operation of a Subscribed Product is severely degraded or significant aspects of the Customer 's business operation is negatively impacted by unacceptable Service performance. The Customer and Synamedia both will commit full-time resources during standard business hours to resolve the situation.

P3	Medium - means operational performance of a Subscribed Product is impaired, although most business operations remain functional. Customer and Synamedia both are willing to commit resources during Business Hours to restore Service to satisfactory levels.
P4	Low/Minor - Requests for information.

The assignment of incident priority will be determined by Synamedia according to the following table:

Table 5 Incident Management Priority Matrix

		Impact (Level of Effect)			
Urgency		Widespread	Large	Localized	Individualized
Business Criticality	Critical	P1	P1	P2	P2
	High	P1	P1	P2	P3
	Medium	P2	P3	P3	P3
	Low	P3	P4	P4	P4

1.3 Service Desk

Synamedia shall provide the Customer with a web address (the **Service Desk**).

The Service Desk shall actively manage and provide response in accordance with the timescales in Section 1.4 Table 6.

Synamedia shall provide the following service: The Customer may contact Synamedia regarding technical operations of the Subscribed Products including but not limited to:

- report an Incident related to any of the Subscribed Product
- ascertain the status of a previously logged Incident

For clarity, any requests by the Customer not related to Incidents shall be addressed to the Synamedia-nominated service or commercial contact points. Synamedia shall ensure that the Customer is informed of the relevant Synamedia contact person, which may be updated from time to time.

1.4 Incident tickets

Synamedia shall keep a log of all Incident Tickets issued by the Customer. All Incidents will be logged in the Service Desk and available for viewing by the Customer 24 x 7.

An Incident Ticket could be directly created by the Customer in Synamedia's Service Desk. If the Service Desk is not available, then the Customer should contact the Synamedia-nominated service or commercial contact points. For each Incident Ticket, Synamedia shall provide response in accordance with the timescales set out in Table 6 below. Response Time, of 8 hours is always during Business Hours.

Table 6 Incident Priority Definition

Px	Support Hours	Response Time	Update Response
P1	24 x 7	15 min	30 minutes intervals
P2	24 x 7	30 mins	Every Hour
P3	8 x 5	Next Business Day	5 Business Days, then every month
P4	8 x 5	5 Business Days	Not applicable

1.5 Cloud Services commitment

The Service Availability commitments only apply (i) to the Subscribed Products, and (ii) if Customer's utilisation of the Subscribed Products is in compliance with this Support Program, the Agreement, and the applicable Sales Order. Any Subscribed Products that are provided as a free-trial or pursuant to PoC type engagements are not subject to any of the availability commitments. Synamedia shall not be liable for any damage, liabilities, or losses (including any loss of data or profits) that the Customer may incur because of any Service Suspension or Unavailability.

1.6 Service Availability

Synamedia will use commercially reasonable efforts to provide the Subscribed Product with the Service Availability in each calendar month across all Subscribed Products.

1.6.1 Unavailability

Customer acknowledges that Service Availability shall not be measured when use of any of the Subscribed Products has become unavailable for one the following reasons:

- 1.6.1.1 Unavailability or reduction in quality of service due to delays or loss of inbound data from the Customer Systems (i.e., services integrated with the Subscribed Product) whether managed by the customer or 3rd party.
- 1.6.1.2 Delays or loss of input data from the Customer System whether managed by Synamedia or third-party.
- 1.6.1.3 Customer Systems sending non-compliant data to any interface of the Subscribed Product including via non-cloud hosted software elements supplied by Synamedia.
- 1.6.1.4 Unavailability of the Customer provided endpoint used to receive or deliver data exports. However, wherever reasonably practicable, Synamedia will endeavour to inform the Customer about any failures to export data in a timely manner due to infrastructure issues at the data receiver's end.
- 1.6.1.5 Unavailability or reduction in quality of End Subscriber facing services due to issues with third-party Client implementation.
- 1.6.1.6 Unavailability or reduction in quality of End Subscriber facing services due to issues with Client connectivity infrastructure external to the Subscribed Product.
- 1.6.1.7 Customer's neglect or misuse of the Subscribed Product or its failure to operate the Subscribed Product for the purposes for which it was designed as defined in the Service Specifications or the terms agreed in the Sales Order.
- 1.6.1.8 Any fault or unavailability of any third-party equipment, hardware, software or services owned, managed, or controlled by the Customer and working in conjunction with the Subscribed Product whether supplied by Synamedia or forming part of the Subscribed Product.
- 1.6.1.9 Access to and use of the Subscribed Product has been suspended partially or totally due an issued notice of 'service suspension(s)' as it may be described in the Synamedia Cloud Services Agreement.

- 1.6.1.10 Malicious activity outside of the Subscribed Product which results in the Subscribed Product being made unavailable and which Synamedia could not reasonably have been expected to prevent.
- 1.6.1.11 In the event of a denial-of-service attack or security attack that Synamedia determines may create a risk to the applicable Subscribed Product(s), to Customer or to any of Synamedia's other customers if the Subscribed Product(s) were not suspended. For the avoidance of doubt, Synamedia shall not be held responsible for any attack on the Customer's managed infrastructure that affects the Subscribed Product(s) or its availability.
- 1.6.1.12 In the event that Synamedia receives a non-appealable order of any court of competent jurisdiction that the Subscribed Product is prohibited by any applicable law or regulatory requirement.
- 1.6.1.13 Customer's failure to apply releases for any Synamedia supplied non-cloud hosted software element of the Subscribed Products within the mandated timeframe as set out in the relevant release announcement.
- 1.6.1.14 The occurrence of a force majeure event, as described in the Agreement.
- 1.6.1.15 Issues arising from any integration services delivered by Synamedia or a third-party in connection with the Subscribed Products.

Any out-of-scope Support Program services requested by the Customer may be provided to the Customer, after discussion between Synamedia and Customer, at Synamedia's standard rate notified to the Customer in writing. Such services will be exempt from the agreed service levels or Service Availability.

1.7 [Support and Maintenance](#)

Synamedia will perform various types of changes and releases for the Subscribed Product which are classified according to the following Table 7 Changes Definitions. Release notes will accompany each release on the online developer portal available through the Synamedia Cloud Portal for all authorized users.

Table 7 Changes Definitions

Product Version Lifecycle	Description of Release
Update	<ul style="list-style-type: none"> • Is a change to the Subscribed Products to optimise, eliminate faults, defects, and malfunctions.
Upgrade	<ul style="list-style-type: none"> • Is a change to the Subscribed Product to extend or introduce new features or capabilities to the Service Specifications. Upgrades are not part of the Support Program and are to be separately contracted by way of a Sales Order or an amendment to an existing Sales Order. • Includes all previous Updates.
Maintenance	<ul style="list-style-type: none"> • Maintenance release is comprised of Updates. • Does not contain any new functionality.
Emergency	<ul style="list-style-type: none"> • Update which provides a specific fix for Incidents associated with existing functionality or vulnerabilities.

The Subscribed Product will be Upgraded or Updated according to the release type defined above by Synamedia as necessary. The Customer will be notified of any Updates and Maintenance releases. Emergency releases are deployed as necessary with little or no prior notice to ensure the quality and stability of the relevant Subscribed Products.

The Subscribed Product releases for non-cloud hosted software elements (if any) of the Subscribed Products shall be managed as follows:

- The Customer shall undertake to ensure that software updates for emergency releases will take place as rapidly as possible and within either thirty (30) calendar days or the mandated timeframe as set out in the relevant announcement whichever is earlier.
- The Customer shall undertake to ensure that software updates for Maintenance and Update releases will take place within the mandated timeframe as set out in the relevant release announcement.

1.8 Documentation

Synamedia shall make available the Documentation relating to the operation and use of the Subscribed Products, including technical program or interface documentation, user manuals, operating instructions, and release notes, as updated from time to time by Synamedia and published on the Synamedia Cloud Portal.

1.9 Deprecation and End-Of-Life

Synamedia may Deprecate or End-Of-Life any of the Synamedia Product Cloud Services.

Table 8 Definition of Deprecation and End-of-life notices

Deprecation	<ul style="list-style-type: none"> • If any part of the relevant Subscribed Products are deprecated, then the Customer will be notified in advance • Wherever possible, the Customer will be notified in writing (including via the Synamedia Cloud Portal) will be sent at least three (3) months prior the deprecation taking place.
End of Life	<ul style="list-style-type: none"> • The Subscribed Products may be made End of Life. • Wherever possible, the Customer will be notified in writing (including via the Synamedia Cloud Portal) at least six (6) months prior to End of Life taking place.