

Company X Application Support & Maintenance Agreement


Between
Company X Pty Ltd
and
Advanced Database Systems Pty Ltd
A.B.N. 86 083 612 613
Trading as
theFMStudio
For
Application Support & Maintenance Services

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Reviewed by:

Company X	Advanced Database Systems
	
Signature of authorised officer	Signature of authorised officer
[Director of IT]	Ian Pirrie [Company Director]
Date	Date

1 Overview

1.1 Executive Summary

This Statement of Work (SOW) addresses the delivery to Company X (...), by Advanced Database Systems Pty Ltd (ADS), software support and maintenance services for the FileMaker system listed in Section 1.7. This agreement and statement of work covers where required: Application maintenance support; production support and various unique services as required by Company X from time to time. Support will be from the normal business hours of 9am to 5pm Monday to Friday Eastern Standard Time (*excluding Public Holidays in NSW*) for all listed systems.

1.2 Term

The term of this SOW is offered for the period from ..., 2022 to ..., 2023. 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 and any service rebates due as at the date of termination. Should this agreement be terminated by Company X, then ADS retains the right to recover the difference between the discounted rate offered as part of this agreement and the full rate that would have 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 trading as “*theFMStudio*”, is an Australian professional services company with some of the most talented business analysts and FileMaker software engineers in the country. As a consequence, we are able to provide powerful FileMaker business solutions, ongoing support and maintenance and some very unique services. We’ve been in business in Australia since 1995 registering with ASIC in 1998. We are a highly focused team of 6 core members and introduce specific technology experts where appropriate. We have 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-cycles: 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 business people with a passion for helping others, and technical people intent on delivering to specification. Together we hope to develop a strong and enduring relationship.

1.4 Benefits

This SOW offers the following benefits to Company X:

- 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 that we can be relied upon.
- ADS guarantees to provide the required key resources for the term of the SOW 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 Company X's head-count.
- Absolute transparency with justification of the cost of our services, supported by weekly and or monthly reports.
- Dramatically reduced hourly rates based on the various monthly support plans.
- Clear communication of service levels and therefore better management of customer expectations.
- Better utilisation and improvements in the productivity of the Company X staff.
- Better control of your 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

Support costs are payable in monthly payments in advance.

Payment Date	Monthly Fee	Comments
	\$250	

Prices are exclusive of GST.

Any additional costs for AS&M, bug fixes, training, minor changes &/or enhancements, are payable monthly in arrears.

ADS reserves the right to re-negotiate in good faith, the agreed support charges where any capital enhancements: cause a significant change in the reasonable opinion of ADS [*ie: where the introduction of new modules increases the complexity of the system; Increased functionality of the system, having an impact on the support arrangements of the system*]

1.6 Definitions

In this SOW:

Additional Charge: Means a charge in accordance with the ADS standard rates of \$225.00 per hour less discount rate.

Documentation: As produced by ADS and accepted by Company X as a precursor to development effort for a particular functional deliverable.

Maintenance Fee: Means the fee for Maintenance and Support Services payable by the Company X under this SOW.

AS&M: Application Support and Maintenance.

1.7 Systems Covered

This Statement of Work relates to the following Applications: **Company X FileMaker Systems** upon the understanding and acknowledgement that Company X Pty Ltd are the rightful owners and hold the Intellectual Property to the software solution and data contained therein.

Note: Company X does *not* own the Intellectual Property of component software that make up their Solution. This includes, but is not limited to 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) and formulae, calculations and scripts introduced to the Company X's FileMaker system as a result of development activities (owned by Advanced Database Systems). Advance Database Systems Pty Ltd grant Company X the license to use their Intellectual Property contained within the Company X's solution, in perpetuity.

1.8 Support Services

1.8.1 Maintenance Support

Support services provided by ADS under this SOW include:

1. Capacity planning & monitoring
2. General enquiries/information & consultation
3. Reviews & reporting
4. System incidents including data & table fixing
5. Root cause analysis
6. System continuity and preventative maintenance including:
 - a. Checking for broken links in scripts & relationships
 - b. Checking that date-sensitive information and layouts are up-to-date
 - c. File compression and optimisation
 - i. Removing free-space, reducing file size and streamlining data-access
 - ii. Improving file access speeds

1.8.2 Production Support

1. System continuity including:
 - a. Maintaining the source code
 - b. Software version control
2. Managing system incidents including:
 - a. Problem determination
 - b. Change management
 - c. Release management
3. Managing production data including:
 - a. Application scheduling & monitoring
 - i. Performing system backups
 - ii. Periodically archiving systems & files
 - iii. Batch processing where required
 - iv. Data loading where required

1.8.3 Unique Services

1. Configuration management: Administrative; Technical.
2. General enquiries/information and consultation including: BRS consultation; Meetings; Workshops.
3. Help desk/incident management: Answer general enquiries; Receive & respond to emails/calls & categorise.

4. System security management: Setting system access privileges; Setting user password & admin of user accounts.

5. User hand holding/training & mentoring: Help for immediate task; Training & mentoring sessions where appropriate.

1.9 Non Business Hours Support

Support required outside the normal business hours from 9:00 to 17:00, shall attract a charge of **\$225 +gst per hour**.

1.10 Training

Training will be provided where required and will be conducted on the Company X equipment and premises with access to the relevant application training databases.

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

1.11 Enhancements

1.11.1 Capital Projects or New Development Work

These will be handled outside of this SOW and Company X will specify requirements in a Business Requirements Specification. ADS will then provide a Statement of Work (SOW), estimate, from which if accepted, Company X will issue a purchase order.

A warranty period of 30 days will be provided from the delivery date on all new development work.

1.12 Exclusions

Support services to be provided by ADS under this SOW exclude (*for example*):

1. Resolution of hardware problems (unless the system is Hosted by ADS)
2. Resolution of data synchronisation issues.
3. Repairing incorrect table entries in applications
4. Interface Contract Management
5. Termination of user sessions during data-freeze conditions (unless the system is Hosted by ADS)
6. Network Support
7. Data load support (unless otherwise specified)
8. Online help
9. Disaster Recovery Implementation (unless the system is Hosted by ADS)
10. Correction of errors caused by: Unauthorised modification, revision, variation translation or alterations of the system by Company X, 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.

1.13 Supplier Responsibilities

ADS will maintain a non-production/testing environment for 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 X, 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 X. These are set out in the SLA outlined in clause 2.5.

1.13.1 Version Control

ADS will maintain version control of the system. This will be performed as follows:

Version numbers will take the form X.Y.Z e.g “Version 4.0.1”. These numbers will be incremented as changes are made to a system.

Digit X will be incremented when any of the following types of changes are made:

- A field or fields are added to any of the system’s tables.
- Large-scale functional (scripting) changes are made.
- Large-scale interface (layout) changes are made.
- A system is migrated from one version of FileMaker Pro to another.

Note that changes of “first-digit” magnitude would be done as part of a capital project, rather than as support fixes.

Digit Y will be incremented when any of the following types of changes are made:

- One or more report scripts or layouts are changed.
- Minor functional (scripting) changes are made.
- Minor other interface (layout) changes are made.

Changes of “second-digit” magnitude could be done as part of a project, but may also be done as part of this support agreement under “minor enhancements”.

Digit Z would be incremented for “hot fixes” i.e. minor scripting or layout corrections made while a system is “live”. Such changes would only happen in response to urgent requirements or in the case of bugs in a higher-level update.

1.13.2 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.

1.14 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.

2 General Requirements

2.1 Dependencies

The provision of the services described herein is dependent on:

1. VPN access from the ADS premises to the Company X corporate LAN or,
2. An IP address being provided to allow Remote Access via the Internet.
3. Company X will provide a suitable desk/work station on the premises for the use by ADS consultants.

2.2 Access

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

2.3 Company X Responsibilities

- A. The relevant support group or contact within Company X shall supply ADS with the following information when a fault is reported:
 - 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 X).
 - A clear indication of the Company X environment in which the fault was found (ie. Machine name, Production environment, Test environment).
- B. Company X must provide on-site access to the ADS resources to undertake tasks which cannot be effected remotely.
- C. Company X must ensure that secure and reliable access is provided to the supported system from the ADS nominated support site.
- D. Company X must provide to the ADS staff access to the sites as required. Such on-site access would be pre-arranged.
- E. Company X 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 Service Level Agreement

2.4.1 Overview

This document outlines the response times and levels of service from the ADS for the application listed in this Statement of Work.

2.4.2 Incident Reports Response Time

See Appendix A. Company X and ADS will agree on the Severity Level of each logged incident report in accordance with the severity descriptions described below. General enquiries will normally be answered on the spot or within 24 hours unless there are current severity one/two incidents in progress.

2.5 APPENDIX A. Service Level Agreement.

1. System failure. Your business operations 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 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 process.

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.