



# SERVICE LEVEL AGREEMENT FOR HELPDESK SUPPORT

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# SERVICE LEVEL AGREEMENT

DATE OF AGREEMENT:

Reference No:

## The Schedule

<b>Our name</b>	OneLaw Limited
<b>Your name and address</b>	
<b>Concurrent users</b>	
<b>Accounts contact name</b>	
<b>Accounts email</b>	

## REVISION HISTORY

Version	Created	Amended
1.0	June 2018	
2.0		January 2023

## DURATION

The status of this Service Level Agreement (“SLA”) remains current whilst you hold a Software Licence Agreement and runs from when the Software Licence Agreement is executed by both parties. This SLA will terminate on the expiry or earlier termination of your Software Licence Agreement.

This SLA covers the provision of our standard service desk, training services, consulting, installation and upgrades as detailed within this SLA.

## Signatures



\_\_\_\_\_  
For and on behalf of us (OneLaw Limited)

\_\_\_\_\_  
For and on behalf of you (the Licensee)

## TERMS OF BUSINESS

In consideration for you holding a current Software Licence Agreement with OneLaw, OneLaw will provide the Services on the terms and conditions set out in this SLA.

The terms and conditions in this SLA supplement the current standard terms and conditions set out in the Software Licence Agreement and the Cloud Hosting Agreement (if applicable) entered into between you and us.

In the event of any conflict or inconsistency between the terms of any of these documents the order of precedence shall be as follows (the terms of the document higher in the list prevailing over the terms of any document lower in the list):

- (1) the SLA;
- (2) the Software Licence Agreement; and
- (3) the Cloud Hosting Agreement (if applicable).

We may update our standard terms and conditions included in the Software Licence Agreement, Cloud Hosting Agreement and this SLA at any time and we will notify you of those updates by publishing those updated standard terms and conditions on our website. You should review our website from time to time to ensure you are aware of all such changes. If you do not accept any changes we make to our standard terms and conditions you must notify us and immediately stop using the OneLaw Software.

## GLOSSARY

Cloud Hosting Agreement	Means the OneLaw Cloud Hosting Agreement between the parties (if applicable).
“OneLaw”, “we” “us” or “our”	Means OneLaw Limited.
You	Means you, the End User of our OneLaw Software, named in the Schedule.
Incident	A firm or user experiences an interruption to their normal usage of OneLaw Software that requires assistance from the help desk to resolve.
Issue	Is an identified issue with OneLaw Software that can only be remedied via the OneLaw development team.
Resolution	This is when an incident is returned to operational status otherwise known as ‘normal’ status and the status of the ticket has been set to “Solved”.
Response	<p>Is contacted by a OneLaw authorised customer support representative (during normal hours) with the customer authorised site contact by phone or email in order to commence work on a Resolution.</p> <p>The SLA timer starts when the ticket has been assigned to a support member and the timer stops when the status of the ticket has been set to either “Pending” or “Solved”.</p> <p>The helpdesk responds to all alerts logged under this facility.</p>
Services	<p>The helpdesk provides a central point of contact for users for service requests, and a single point of contact for managing incidents. This includes (but may not be limited to):</p> <ul style="list-style-type: none"> <li>• Faults and errors with the OneLaw Software</li> <li>• Faults or errors with the software service layer (Microsoft Azure) that are within our control</li> <li>• Troubleshooting mistakes and advising on the best way to rectify the system from user errors</li> <li>• Setup of the OneLaw Software on user PC’s</li> <li>• Scheduling of training</li> <li>• Consulting requests</li> <li>• Scheduling of upgrades</li> <li>• Product enhancement requests</li> <li>• Liaising with IT vendors</li> <li>• Licence and billing queries</li> </ul>
Software Licence Agreement	Means the OneLaw Software Licence Agreement between OneLaw and you which enables you to use our OneLaw Software.
SLA	Service Level Agreement.
Terms	Unless the context clearly indicates otherwise, terms used in this SLA but not defined in this SLA which are defined in the Software Licence Agreement and/or the Cloud Hosting Agreement (if applicable) have the same meaning when used in this SLA.

## SUMMARY OF SERVICES AND SLA TARGETS

The following Services are active under this SLA. This list will be updated as services are added or removed from the SLA.

Service	SLA Target	Comment
Helpdesk support	<p><b><u>Response (Business Hours 8.30am – 5pm)</u></b></p> <p>P1 - Urgent – 30 minutes</p> <p>P2 – High – 2 hrs</p> <p>P3 – Normal – 24 hrs</p> <p>P4 – Low – as agreed</p>	<p>P1 and P2 priority incidents need to be notified by telephone, otherwise they will be treated as a P3 if emailed.</p> <p>OneLaw support staff will decide the appropriate status for each incident once we have sufficient detail.</p> <p>Helpdesk calls are to be resolved within 30 minutes.</p> <p>Should this timeframe be exceeded, then you may be handed over to technical support, or the training service for further assistance. The work may become chargeable at this time. This will be advised and agreed upon prior to the work proceeding</p>
	<p><b><u>Updates</u></b></p> <p>P1 - Urgent – 30mins initially then hourly</p> <p>P2 &amp; P3 – As agreed at time of incident</p>	
Technical support	<p>The technical support Team provide support for incidents and service requests escalated from the helpdesk or directly from the customer.</p> <p>OneLaw cannot be held accountable for issues or delays due to IT equipment or services that have not been implemented, configured or managed by OneLaw. OneLaw will of course still provide a professional level of care, guidance, and support in these situations.</p> <p>Escalated consulting, depending on the cause or nature of the escalation, may be chargeable to the customer at our standard hourly rate.</p>	
Training service	<p>The training team provide training to the user(s) for requests escalated from the helpdesk.</p>	

## ONELAW SERVICE FUNCTIONS

### DEFINITION OF PRIORITIES

*NB: All priorities are set by OneLaw authorised support agents. OneLaw will aim to agree these with your authorised site contact, but if an agreement cannot be made the priority set by OneLaw will prevail.*

Priority	Definition	Examples
<b>P1 – Urgent</b>	Total failure of OneLaw Software, or a software component, affecting multiple or critical users who are unable to continue working.	No user is able to perform any actions in OneLaw Unable to run any reports
<b>P2 – High</b>	Partial failure of OneLaw or software component affecting multiple users, critical users or a critical function.	Some users affected but not the whole firm OneLaw application performance degraded causing significant number of user calls Application unavailable preventing user from performing their core job OneLaw add-in integration failing for all users
<b>P3 – Normal</b>	Failure of OneLaw or a system component affecting a single user.  User has made a data entry error, or a business process error, requiring OneLaw assistance to remedy	Minimal impact to firm OneLaw add-in integration failing for one user Retrieval of document from file system (may be urgent or high priority depending on situation) Bank information import isn't working and needs assistance to rectify
<b>P4 – Low</b>	Not affecting software or system in any manner	Software upgrade request Request for training services Request for consulting services Product enhancement request Licensing or account query

## INCLUDED SERVICES

### HELP DESK

**Introduction** The helpdesk provides a central point of contact for users for service requests, and a point of contact for managing incidents and issues.

**Tasks and Functions** OneLaw's tasks, functions and responsibilities include the following:

	Description
1.	Provision of a helpdesk staffed by OneLaw authorised customer support agents for all OneLaw related support incidents or service requests
2.	Logging of all tickets (incidents, service requests and issues)
3.	Where 1 <sup>st</sup> level resolution is not possible, escalation of tickets to the relevant team members or external partners (e.g. Developers)
4.	Monitoring of incident progress, updating the service management system with a record of events and resolution
5.	Regular notifications and updates to the user on progress in resolving outstanding incidents
6.	Installation of OneLaw Software to user PC's
7.	Incident management
8.	Ticket closure
9.	OneLaw Software upgrades
10.	Remote analysis and resolution or if possible and appropriate, implementation of a work-around for all incidents relating to OneLaw Software
11.	Perform root cause analysis where appropriate to resolve recurring problems
12.	Provide tier 1 triage and troubleshooting for up to 15 minutes per incident (up to a maximum of 2 hours in any month) and then where applicable escalate to consulting support
13.	Escalate tickets to management or third-party service providers when required
14.	Manage the escalation of any application issues that cannot be resolved by the service desk to OneLaw consulting or development
15.	Liaising with IT vendors concerning infrastructure requirements

**Exclusions from the Scope** The following tasks, functions and responsibilities are specifically excluded from the scope of this SLA:

	Description
1.	User training
2.	Document template development and/or modifications to existing templates
3.	Maintenance of server(s) outside of OneLaw Cloud
4.	New server setup and migration
5.	Any ticket escalated outside of the helpdesk (which would be managed to the service level agreement in place with that third party)
6.	Custom SQL data extraction
7.	Routine backup of OneLaw database and document store (outside of OneLaw Cloud). OneLaw setup <b>database level backups only</b> , if requested. It is the responsibility of your IT vendor to ensure this process continues to run and that OneLaw documents are backed up sufficiently.
8.	SQL database maintenance
9.	Network security and monitoring
10.	Projects – these are scoped and managed separately
11.	Maintenance and updating of documentation for IT equipment and services

**Applicability and Coverage**

The following table illustrates the applicability and coverage

<b>Service</b>	<p>8:30am – 5pm, Monday – Friday* – response to incidents and requests via email and phone, and any other medium as advised from time to time.</p> <p>Nationwide</p> <p style="text-align: right;"><i>*Excluding NZ public holidays</i></p>
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**Service charges**

Access to our help desk will be free of charge for consultations of fifteen (15) minutes or less and which total a maximum of two (2) hours in any month.

## ADDITIONAL SERVICES

### TECHNICAL SUPPORT

**Introduction** The technical support team provide support for incidents and service requests escalated from the helpdesk.

OneLaw cannot be held accountable for issues or delays due to IT equipment or services that have not been implemented, configured, or managed by OneLaw.

OneLaw will of course still provide a professional level of care, guidance and support in these situations.

**Tasks and Functions** OneLaw’s tasks, functions and responsibilities include the following:

	Description
1.	Diagnosis and resolution of incidents related to OneLaw Software or service layer
2.	Document template creation and/or modifications to existing templates
3.	If possible and appropriate, implementation of a work-around while problem resolution in progress
4.	Custom data extraction from OneLaw SQL database
5.	Managing any changes to the environment OneLaw operates in, such as new server setup, subsequent migration to new server in co-ordination with your IT vendor

**Applicability and Coverage** Service coverage is detailed within the following table.

<b>Service hours</b>	8:30am – 5pm, Monday – Friday*
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*\*Excluding NZ public holidays*

**Service Measurement** The service is measured on the level of customer satisfaction as determined through a customer satisfaction survey process which is built into our service management system.

**Service charges** Tickets escalated to consulting are charged at OneLaw standard consulting rate.

Tickets approved by your firm for escalation will be worked upon for a maximum of 1 hour. Further approval will be sought at that time if more time is required.

## TRAINING SERVICE

**Introduction** The training team provide training to user(s) for requests escalated from the helpdesk.

**Tasks and Functions** OneLaw’s tasks, functions and responsibilities include the following:

	Description
1.	Training of user(s) to required level for required knowledge area; <ul style="list-style-type: none"> <li>• OnePractice</li> <li>• OneDesktop</li> <li>• OneAuthor</li> <li>• OneCollect</li> <li>• OneConnect</li> <li>• Any further modules that OneLaw develops</li> </ul>
2.	Change(s) attributed to new software functionality (resources for new software release will be provided but further training may be required)

**Exclusions from the Scope** The following tasks, functions and responsibilities are specifically excluded from the scope of training service:

	Description
1.	Integrated third party products, eg SQL Server, XERO
2.	Trust Accountant training - we can’t advise how to run your trust account, but we can give guidance as per Best Practice and the Law Society’s Guidelines

**Applicability and Coverage** Service coverage is detailed within the following table.

<b>Service hours</b>	8:30am – 5pm, Monday – Friday*
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*\*Excluding NZ public holidays*

**Service charges** Tickets escalated to trainers are charged at OneLaw standard consulting rate as advised from time to time.

Ad hoc training will be provided as requested on a time and materials basis. A quote for the training will be supplied prior, for acceptance by customer.

If onsite training is required outside of service coverage, then expenses for travel and accommodation will be billed.

## PRIMARY CONTACT METHODS

Method	Answered by	Comment
Support number	Helpdesk	03 339 5032
Support email address	Helpdesk	<a href="mailto:support@onelaw.co.nz">support@onelaw.co.nz</a>

## GENERAL TERMS

<b>Limitations and Constraints on Services</b>	<p>The Services will be carried out with the reasonable care and skill you could objectively expect from a prudent software provider. We cannot accept responsibility if failures to deliver the Services described in this SLA are caused by:</p> <ul style="list-style-type: none"><li>a) minor bugs and defects in our OneLaw Software;</li><li>b) failure of your workstations, devices and internet connections to meet or exceed our minimum system requirements;</li><li>c) inadequate internet bandwidth or failure or partial failure of the internet or your IT infrastructure including any equipment which connects your workstation, servers, connected devices, associated software or internet connection to the Host Services Provider;</li><li>d) a failure of the Host Services Provider to provide adequate services or the failure of those services;</li><li>e) your failure to maintain secure, unshared strong passwords and strong IT infrastructure security;</li><li>f) a security breach;</li><li>g) factors outside our reasonable control (for example, natural disaster, war, pandemic, acts of terrorism, riots, government action);</li><li>h) use of the OneLaw Software in breach of the Software Licence Agreement;</li><li>i) your use of the Cloud Services exceeds the storage and plan limits notified to you in accordance with the Cloud Hosting Agreement or results from our throttling of suspected breaches of the Cloud Hosting Agreement; or</li><li>j) use of the Cloud Services in breach of the Cloud Hosting Agreement.</li></ul>
<b>Force Majeure</b>	<p>Neither of us will be liable to the other for any delay or failure to perform obligations under this SLA if such failure or delay is due to force majeure.</p> <p>If a delay or failure to perform obligations is caused or anticipated due to force majeure, the performance of a party's obligations under this SLA will be suspended.</p> <p>If a delay due to force majeure exceeds four (4) calendar months, either party may terminate this SLA immediately on providing notice to the other.</p>
<b>Limitations of Liability</b>	<p>The exclusions and limitations of liability set out in the Software Licence Agreement and the Cloud Hosting Agreement (if applicable) shall also apply to any liability of OneLaw under this SLA as if such exclusions and limitations of liability were set out in full in this SLA.</p>
<b>Dispute Resolution</b>	<p>If either of us has a dispute with the other, we will first talk to each other and try to resolve the dispute. If we are unable to resolve it within twenty (20) business days, then we will go to mediation.</p> <p>The mediator will be agreed by us or if we cannot agree the mediator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc. (or his/her nominee). If we cannot resolve the dispute by mediation within a reasonable time, then either of us can take the other to court.</p>

Neither of us can take the other to court unless these steps have not resolved our dispute, however, either of us can still ask for urgent interim relief from a court if we think it is necessary.

**Assignment/Subcontracting** You may not assign the benefit of this SLA or authorise any other person to use the Services, but we will at your option negotiate a fresh SLA or SLAs with you on our then current terms if you amalgamate with another firm or your firm splits into two or more separate firms.

We may assign or transfer our rights or obligations under this SLA to any person as long as they agree to perform the agreement on these same terms.

We may use sub-contractors to perform our Services at your site.

**Signing** We can each sign electronic copies of this SLA.

**Notices** Notices under this SLA may be delivered by hand, by courier or by email to the addresses specified in the Schedule.

Notice will be deemed given:

- a) in the case of hand delivery or courier, when the notice is delivered;
- b) in the case of email, when sent provided that no error message is returned to the sender indicating a delivery failure of any nature.

**Severability** If any provision of this SLA is held invalid, unenforceable or illegal for any reason, this SLA shall remain otherwise in full force apart from the provision which shall be deemed deleted, or, where possible, modified to remove the invalid, unenforceable or illegal part of the provision.

**Governing Law** This SLA will be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.