

# 360 Membership System Service Level Agreement (SLA)

for

**Cosmetic Physicians College of Australasia**

by

**CocoNET Technology Pty Ltd**

**Effective Date: 22 Aug 2022**

<b>Document Owner:</b>	CocoNET Technology Pty Ltd
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## Version

Version	Date	Revision / Description	Author
1.0	22 Aug 2022	Membership System Service Agreement	Aimee Chow

## Approval

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

Approvers	[Title and/or Affiliation]	Approval Date
Aimee Chow	Project Manager of CocoNET Technology Pty Ltd	22 Aug 2022

## Agreement Termination

Approvers	[Title and/or Affiliation]	Termination Approval Date
<b>Subsequent Agreement Ref.:</b>		

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## 1. Agreement Overview

THIS 360 Membership™ System ("Software" – software as a service is included in Exhibit A) SERVICES AGREEMENT (collectively, the "Agreement") is entered into by and between CocoNET Technology Pty Ltd. ("CocoNET"), and Cosmetic Physicians College of Australasia, CPCA ("Customer") as of 22 Aug 2022 (the "Effective Date").

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. Changes are recorded in the Amendments section of this Agreement and are effective upon mutual endorsement by the primary stakeholders.

This Agreement outlines the parameters of all support and maintenance services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

## 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent software support and delivery to **Cosmetic Physicians College of Australasia, CPCA** by the **CocoNET**.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

## 3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

**Software Service Provider(s):** CocoNET Technology Pty Ltd ("Provider")

**Customer(s):** Cosmetic Physicians College of Australasia, CPCA ("Customer")

The following stakeholders are responsible for the deployment and ongoing support of this agreement:

Stakeholder	Title / Role	Contact Information
Aimee Chow	Project Manager	support@360membership.com

The following stakeholders are responsible for submitting support requests:

Stakeholder	Title / Role	Contact Information
Julie Andrews	Administration Manager	aaba@aaba.net.au

## 4. Periodic Review

The **Project Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Project Manager:** Aimee Chow

**Review Period:** 12 months

**Previous Review Date:** N/A

**Next Review Date:** 22 Aug 2022

## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1. Service Scope

Upon payment of applicable fees, CocoNET will provide maintenance services for (i) the then-current Major Release of the Software, and (ii) prior Major Releases of the Software for a period of twelve (12) months following the next Major Release of the Software subsequent to such prior Major Release. As used herein, a "Major Release" is any version of the Software that in CocoNET's sole determination provides substantial new features, additional functionality, or makes use of different architecture.

### 5.2. Maintenance Services

Subject to the terms of this section and Cosmetic Physicians College of Australasia (CPCA)'s payment of Software subscription fees, all Maintenance fees, CocoNET will provide the following:

- 5.2.1. **Severity Levels.** CocoNET will use commercially reasonable efforts to acknowledge and address, as described below, reported and reproducible material errors in the Software which prevent the Software from performing substantially in accordance with the Documentation (each an "error or issue"). CocoNET recognises two severity levels of Software errors or issues:
  - 5.2.2. **Critical - Major System Impact.** The Software suffers an error or issue which cannot be reasonably circumvented and which either (i) prevents Cosmetic Physicians College of Australasia, CPCA from being able to execute transactions through the Software or (ii) otherwise so substantially impairs the performance of the Software as to effectively render it unusable. CocoNET will use commercially reasonable efforts to acknowledge any such reported error or issue as promptly as possible (but in no event longer than four (4) hours) and, if Cosmetic Physicians College of Australasia, CPCA is using the Software in Production, will work 24 hours a day, 7 days a week using commercially reasonable efforts to promptly address and remedy such error or issue.
  - 5.2.3. **Non-critical - Minor System Impact.** The Software suffers an error or issue (which is not of Critical) which impairs the use of one or more portions or features of the Software, but the reported error or issue can be reasonably circumvented. CocoNET will acknowledge any such reported error or issue within one (1) business day and will work during CocoNET's normal Maintenance hours to provide the appropriate resolution.

5.2.4. Resolution. Except as otherwise expressly set forth herein, CocoNET will use commercially reasonable efforts to resolve each reported error or issue with the Software by providing either: (i) a reasonable workaround, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how CocoNET intends to address the reported error or issue and an estimate on how long it may take to remedy or work around the error or issue. Cosmetic Physicians College of Australasia (CPCA) acknowledges that in order to perform Maintenance, CocoNET may require access to and a copy of code in Cosmetic Physicians College of Australasia (CPCA)'s possession (or that of Cosmetic Physicians College of Australasia, CPCA 's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Cosmetic Physicians College of Australasia, CPCA agrees to provide access, assistance and information to CocoNET as required resolving errors or issues with the Software.

5.2.5. Other Errors and Issues. If Cosmetic Physicians College of Australasia (CPCA) reports an error or issue with the Software that is not of Critical or Non-critical, such as “wish list”. CocoNET shall use commercially reasonable efforts to acknowledge such issue. CocoNET may schedule the fix or upgrade to be addressed in a later Update.

5.2.6. Cosmetic Physicians College of Australasia (CPCA) agrees to pay CocoNET at CocoNET's standard rates for all effort expended towards resolution of any error or issue which is later determined to result from any cause other than an error or issue in the Software.

### 5.3.Support Lines.

5.3.1. CocoNET shall maintain the organisation and processes necessary to provide technical support for the Software to the stakeholder(s) whose responsibility it is to submit the support request. CocoNET shall have no obligation to provide technical support directly to any of Cosmetic Physicians College of Australasia, CPCA 's members. Support will be provided primarily through online-based support services and secondarily through telephone support.

5.3.2. Support hours – Monday to Friday, 9:00am to 5:00pm (AEST/AEDT) except for public holiday.

5.3.3. Logging call – All calls should be submitted by email to [support@coconet.com.au](mailto:support@coconet.com.au) or [support@360membership.com](mailto:support@360membership.com) whenever possible. That will ensure the matter can be dealt with efficiently. Cosmetic Physicians College of Australasia, CPCA can also contact support at (02) 9437 1885 within the support hours (outlined in Section 5.3.2). Any critical call can be contacted our assigned technical support via mobile.

#### 5.4.Service Limitation.

The Maintenance does not include, nor will CocoNET be obligated to provide, services required as a result of: (i) any modification, reconfiguration or maintenance of the Software not performed or recommended by CocoNET; (ii) any use of the Software on a system that does not meet CocoNET's minimum standards (iii) any third-party hardware or software not supported or embedded by CocoNET; (iv) any configuration of the Software (or hardware configurations) other than as recommended by CocoNET; or (v) any error caused by Cosmetic Physicians College of Australasia, CPCA 's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement.

#### 5.5.Term and Termination.

This SERVICE LEVEL AGREEMENT shall remain in effect for one (1) year from the Effective Date. This SERVICE LEVEL AGREEMENT shall automatically renew for additional one (1) year periods, unless either party provides notice of cancellation of Maintenance to the other party at least thirty (30) days prior to the anniversary date of this Agreement. Cosmetic Physicians College of Australasia, CPCA may terminate this SERVICE LEVEL AGREEMENT if CocoNET materially breaches the terms of this SERVICE LEVEL AGREEMENT and such breach remains uncured for thirty (30) days after written notice.

#### 5.6.Data Ownership.

5.6.1 All data, records, and reports relating to the Cosmetic Physicians College of Australasia (CPCA) and its Members (collectively, "Records"), whether in existence at the Execution Date hereof or compiled thereafter in the course of performing the Services, shall be treated by CocoNET as the exclusive property of Cosmetic Physicians College of Australasia, CPCA.

5.6.2 Upon request by Cosmetic Physicians College of Australasia (CPCA) at any time and from time to time and without regard to the default status of the parties under the Agreement, CocoNET shall promptly deliver to Cosmetic Physicians College of Australasia (CPCA) the Records in electronic format as exists on the date of the request by Customer. Member Credit Card records are not kept by CocoNET and those data will be stored in the Payment Processor.

**Export Format:**

Database – Standard ANSI SQL script,

Files – doc, docx, xls, xlsx, pdf

Reports – PDF



5.6.3 In the case of Service Termination by either parties, CocoNET will securely dispose of all Cosmetic Physicians College of Australasia (CPCA) Records, including backups of Cosmetic Physicians College of Australasia, CPCA records, in any form that these backups are stored.

## **6. Privacy Policy**

The CocoNET's privacy policy can be found at <http://www.coconet.com.au/privacy-policy>



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to enter into this Agreement, effective as of the Effective Date.

<b>CocoNET Technology Pty Ltd</b>	<b>Cosmetic Physicians College of Australasia (CPCA)</b>
By: Aimee Chow	By: Dr Michael Molton
	
Print Name/Title: Aimee Chow Project manager	Print Name/Title: CPCA President
Date: 22 Aug 2022	Date: 24 Aug 2022

## Exhibit A

Services include:

- 360 Membership Management System
- Customised modules
  - CPD Wizard
  - Membership Application Form
  - API for CPCA website
- Domain Name registration and parking with the following domains
  - collegeofcosmeticphysicians.org.au
  - expertinjector.com.au
  - expertinjector.org.au
  - cpcaustralasia.org.au
  - cpcaustralasia.org
  - cpca.net.au