



## **SYNAQ Support Policy**

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## SYNAQ Support Policy

This Policy document details SYNAQ's Support Logging, Escalations, Maintenance and Outage Notifications Process and SYNAQ's Service Levels.

### 1. DEFINITIONS

The following words shall have the meanings assigned to them hereunder and cognate expressions shall have similar meanings:

- 1.1. **"Authorised Contact(s)"** are the personnel authorised by the Client to log Service Requests, access and use Services, request information and who receive all business communications.
- 1.2. **"Availability"** Period of available Service uptime to Client minus all downtime that is not excluded as agreed to under this document.
- 1.3. **"Baseline Volume / Service Scope"** means the initial Service volume as per the Proposal Summary that shall apply as of the commencement date of the particular Service.
- 1.4. **"Best Practices Implementation"** means the practices as may be made available from SYNAQ to the Client from time to time.
- 1.5. **"Client"** refers to direct or Reseller Clients who have entered into Agreements with SYNAQ.
- 1.6. **"False Negative"** means a spam email which is not identified as spam by SYNAQ Securemail.
- 1.7. **"False Positive"** means a legitimate email incorrectly classified as spam by SYNAQ Securemail.
- 1.8. **"Latency"** refers to the delay in inbound email delivery (i.e. the time it takes from when a mail is sent and the time it arrives in the recipients inbox).
- 1.9. **"Maintenance"** means maintenance (planned or emergency) performed by the Service Provider to the Services, the Service Provider's network and/or Services infrastructure, solely in order to maintain or improve the performance of the Services, that reasonably could be expected to have a material adverse effect on the Services and/or the Client's operations.
- 1.10. **"Phishing"** means the act of attempting to acquire information from the recipient of an electronic communication by masquerading as a trustworthy entity.
- 1.11. **"Service"** means current and future active Services rendered by SYNAQ to the Client.
- 1.12. **"Service Levels"** are a set of Service-related metrics used to measure the performance of SYNAQ Services. Service Levels will only be applicable, provided that Client's adhere to the terms of: SYNAQ's Acceptable Use Policy and the Securemail and Cloud Mail Policies (accessible here: <https://www.synaq.com/legal>), which detail the terms for best practice use of and SLA's for the SYNAQ Securemail and Cloud Mail Services.



- 1.13. **“Service Level Credits”** the credit owed to the Client should SYNAQ fail to meet their Service Levels.
- 1.14. **“Service Request”** is a request from a Client or a Client’s authorised contacts that initiates a service action with the SYNAQ Support Desk which has been agreed as a normal part of service delivery.
- 1.15. **“Take on Period”** or **“On-Boarding Period”** means the period during which SYNAQ will take on the Client and implement the Services, i.e., execute the necessary configuration to enable the Client to utilise the Services.
- 1.16. **“TeamViewer”** is a computer software tool which allows remote access and remote control to computers and other devices.
- 1.17. **“Virus”** means (but not limited to) malware, which includes viruses, worms, and Trojan horses.

## 2. SUPPORT SERVICE REQUEST LOGGING PROCESS

- 2.1. Service Requests may only be logged by the Client’s Authorised Primary and Technical Contacts. It is the Client’s responsibility to ensure that Authorised Contacts are updated as required.
- 2.2. Service Requests can be logged in two (2) ways: a) telephonically on (011) 262 – 3632, and via email at [support@synaq.com](mailto:support@synaq.com).
- 2.3. When logging a Service Request with the SYNAQ Support Desk via email, the Client, acting reasonably and in good faith, will assign a Priority Level to the Incident.
- 2.4. Each Service Request received by the SYNAQ Support Desk shall immediately be logged and assigned a Service Request ticket number together with the agreed Priority Level. The Service Request ticket number shall be communicated to the Client.
- 2.5. The SYNAQ Support Desk shall investigate each Service Request in a timely and diligent fashion and shall use all commercially reasonable efforts to promptly resolve (in a manner that minimises chances of recurrence) the Service Request to permit the Client to resume use of the Service.
- 2.6. Service Requests that are logged after-hours will be investigated during office hours (8am – 5pm), unless the Client follows up the requests telephonically and stipulates that immediate assistance is required.

2.7. The Priority Level of a particular Service Request may be upgraded or



downgraded after the initial response and diagnosis by agreement and recorded within the ticket between the Parties.

- 2.8. Client's will be responsible for the accurate logging of Service Requests by providing the SYNAQ Support Desk with all information and materials reasonably requested for use in resolving a Service Request.
- 2.9. The SYNAQ Service Support Desk shall keep the Client regularly informed of all Service Request progress and shall reasonably endeavour to adhere to the Support Service Levels.

### 3. REMOTE SUPPORT

- 3.1. Should any logged Service Request require remote support, the SYNAQ Support Desk will utilise the TeamViewer tool. TeamViewer will be used subject to the consent from Client who will be required to provide a passcode to access the tool.
- 3.2. Once the remote support has been completed, the access via TeamViewer will be terminated forthwith by the SYNAQ Support Desk and the Client by exiting the tool.

### 4. ESCALATIONS PROCESS

- 4.1. Clients can utilise the below escalation path (in sequence) only once their Service Request(s) has not been responded to or resolved in accordance with SYNAQ's support levels.

Level	Name	Email	Designation	Landline	Cell
1 <sup>st</sup>	Support Desk	<a href="mailto:support@synaq.com">support@synaq.com</a>	Support Team	011 262 3632	011 262 3632
2 <sup>nd</sup>	Nicholas Dooling	<a href="mailto:nicholasd@synaq.com">nicholasd@synaq.com</a>	Head of Sales	011 262 3632	079 392 3513
3 <sup>rd</sup>	Bruno Cutrupi	<a href="mailto:brunoc@synaq.com">brunoc@synaq.com</a>	Support Manager	011 262 3632	072 128 1588
4 <sup>th</sup>	Thirusha Chetty	<a href="mailto:thirushac@synaq.com">thirushac@synaq.com</a>	CTO	011 262 3632	073 165 4496
5 <sup>th</sup>	David Jacobson	<a href="mailto:davidj@synaq.com">davidj@synaq.com</a>	CEO	011 262 3632	083 235 0760

### 5. MAINTENANCE (SCHEDULED AND EMERGENCY)

- 5.1. SYNAQ shall from time to time perform Scheduled Maintenance/Changes or Emergency Maintenance/Changes, subject to: -

- 5.1.1. Prior written notification shall be provided to the Client of at least 7 (seven) days; except in the case of Emergency Maintenance, where the circumstances under which Emergency Maintenance are to be performed may preclude SYNAQ issuing a notification to the Client within any specified, minimum time period.



5.1.2. Scheduled Maintenance/Changes are only carried out between 22h00 and 06h00 in the region within which the applicable Client site is located from Monday to Saturday mornings and from 22h00 to 08h00 on Sunday mornings.

5.2. All maintenance/Changes will be communicated via SYNAQ status page: <http://status.synaq.com>.

5.3. The Client is responsible for subscribing to the status page and communicating any Maintenance/Changes to their end users.

5.4. Scheduled Maintenance/Changes shall not be included in the calculation of interrupted service minutes.

5.5. In the event that any scheduled or emergency maintenance period is extended beyond the time initially communicated, SYNAQ will inform the Client via Status Page as well as a telephonic discussion with their Sales Representative to discuss the relevant details pertaining to same including without limitation, the time at which the Client may expect the services to resume.

## 6. OUTAGE NOTIFICATIONS

6.1. All platform outages and breach notifications will be communicated via the SYNAQ status page: <http://status.synaq.com> provided that the relevant contacts have subscribed to these notifications.

6.2. The client is responsible for subscribing to the status page and communicating this to their end users.

6.3. Client is responsible for communicating outages to their end users.



## 7. SYNAQ COMPANY APPOINTED CONTACT DETAILS

Designation	Name	Email	Cell
SYNAQ Sales	SYNAQ Sales	<a href="mailto:sales@synaq.com">sales@synaq.com</a>	011 262 3632
Head of Sales	Nicholas Dooling	<a href="mailto:nicholasd@synaq.com">nicholasd@synaq.com</a>	079 392 3513
Finance Manager	Liza Claassen	<a href="mailto:lizac@synaq.com">lizac@synaq.com</a>	083 678 4411
Support Manager	Bruno Cutrupi	<a href="mailto:brunoc@synaq.com">brunoc@synaq.com</a>	072 128 1588
CTO	Thirusha Chetty	<a href="mailto:thirushac@synaq.com">thirushac@synaq.com</a>	073165 4496
CEO	David Jacobson	<a href="mailto:davidj@synaq.com">davidj@synaq.com</a>	083 235 0760

## 8. SYNAQ SERVICE LEVELS

### 8.1. Support Service Levels

8.1.1. The SYNAQ Support Desk shall investigate each Service Request in a timely and diligent fashion and shall use all commercially reasonable efforts to promptly resolve (in a manner that minimises chances of recurrence) the Service Request to permit the Client to resume use of the Service.

8.1.2. The SYNAQ Service Support Desk shall keep the Client informed of all Service Request progress and shall reasonably endeavour to adhere to the Support Service Levels below:

Priority	Response Time	Resolution Time	Criteria
<b>CRITICAL</b>	1	8	Business impact CRITICAL: Platform-wide outage affecting entire business and/or all users. Feedback will be provided on a consistent basis.
<b>HIGH</b>	3	8	Business impact serious: Problems impacting entire business and/or all users.
<b>MEDIUM</b>	3	12	Business impact medium: Problems impacting parts of business and/or any of their users; Administrative requests for existing services; Sales requests.
<b>LOW</b>	3	24	Business impact non-existent: Administrative requests for new services; "How do I?" type question; Investigative questions.

## 9. SYNAQ SERVICE-SPECIFIC SLA's - CLOUD MAIL AND SECUREMAIL

### 9.1. Onboarding Period



9.1.1.No measurement of Service Levels will take place during the Onboarding Period. The Service Levels below will only apply subsequent to the Onboarding Period.

9.1.2.During the Onboarding Period the Client shall assist reasonably and where necessary where required by SYNAQ to enable SYNAQ to perform the Onboarding tasks to enable the acquired Service.

9.1.3.During the Onboarding Period the Client shall execute the necessary configuration (i.e., DNS changes, mail server configuration, firewall configuration etc.) in accordance with SYNAQ's Best Practices Implementation methods. No Service Levels shall apply where Client has not executed the necessary configuration or any other related action in accordance with SYNAQ's Best Practices Implementation document or any other instructions from SYNAQ.

9.1.4.SYNAQ shall, at the request of the Client reasonably assist the Client in executing the necessary configuration or check whether the Client has executed the configuration correctly.

9.1.5.SYNAQ understands that the Client may not be entirely familiar with the Best Practices Implementation utilised by SYNAQ and as such will provide the Client with assistance required in the use of same to attend to the necessary configuration, within reason. Similarly, should SYNAQ identify that the client has not configured Services correctly, SYNAQ shall inform Client of this and provide the Client with the information necessary to do so.

## 9.2. Service Level Reporting and Service Level Review

### 9.2.1.Measurement and Measurement Period

- a. After the Take on Period, the Service Levels shall equal or exceed the levels set out below as measured by SYNAQ.
- b. The Measurement period for each Service Level below will be **monthly**.
- c. Measurement of SYNAQ Securemail Service Levels will be executed by SYNAQ by using internal service monitoring and reporting tools, or such tool as may be communicated to the Client from time to time.
- d. Measurement of Service Levels only takes place on SYNAQ infrastructure and does not extend to the Client's network (see Service Level Relief below).
- e. Service Levels will only be applicable, provided that Client's adhere to the terms of: SYNAQ's Acceptable Use Policy and the Securemail and Cloud Mail Policies (accessible





here: <https://www.synaq.com/legal>), which detail the terms for best practice use of the SYNAQ Securemail and Cloud Mail Services.

### 9.3. Investigation and Correction

9.3.1. SYNAQ shall promptly investigate and correct failures to meet the Service Levels by:

- a. conducting service analyses of failures in areas for which SYNAQ is responsible and correcting issues in a manner to minimise chances of recurrence, and,
- b. promptly reporting issues to Client that reasonably could be expected to have a material adverse effect on Client's operations.

9.3.2. To enable SYNAQ to achieve its Service Levels on its own infrastructure the Client agrees to correct issues in areas for which Client is responsible and which may prevent SYNAQ from meeting the Service Levels, in a manner that will minimise the chances of recurrence.

### 9.4. Changed Services

If the composition of a Service is changed (i.e., the Baseline Volume) and it has an effect on the delivery of the Service, then the Parties shall review the Service Levels applicable to the changed Service and, if applicable, agree in writing on new Service Levels, signed by both Parties.

### 9.5. Service Level Relief

9.5.1. SYNAQ shall be relieved of responsibility for meeting any Service Level where a failure to meet a service level was attributable to:

- a. problems resulting from components (hardware/software/network) for which the Client or another third party is operationally responsible, and which event action or inaction can be proven by SYNAQ to have been out of its control or influence,
- b. changes made by Client, or a Third-Party Supplier, to the Client's environment that may have an effect on the Services to be performed by SYNAQ, which changes were not communicated in advance and authorised by SYNAQ,
- c. where the Client is not using a Best Practice Implementation as supplied by SYNAQ; or circumstances that constitute an event of force majeure, subject to any provision to the contrary contained herein,



- d. an event, action, or inaction outside SYNAQ's control or influence and which event action or inaction can be proven by SYNAQ to have been out of its control or influence.
- e. performance or non-performance of Third-Party Suppliers and vendors not directly contracted to SYNAQ.

9.5.2. Service Levels shall not apply during Take on Period or during planned maintenance periods.

9.5.3. Notwithstanding the aforementioned Service Level relief SYNAQ will nevertheless attempt to continue to render the Services in accordance with the provisions of the Master Services Agreement and the applicable Service Schedule to the extent that is able to without incurring any additional cost, and taking into account any dependencies that it relies on to enable it to do so. However, if it is unable to do so for any reason without incurring any additional costs, it will be relieved from doing so until such time that Client has approved such additional costs.

9.5.4. The parties agree to the Service Level Credits below, which Service Level Credits shall apply where SYNAQ has not achieved the Service Levels during the Measurement Period.

9.5.5. The remedies set out in this document shall be the Client's sole and exclusive remedy in contract, delict or otherwise in respect of the Service Levels.

9.5.6. In no event will SYNAQ be liable for Service Level Credits (collectively) in any Measurement Period that is in excess of 100% (one hundred percent) of the amount due to SYNAQ for that month.

## 9.6. Service Levels Measurement

### 9.6.1. Measurement of Service Levels

The Service Levels are applicable to SYNAQ's Cloud Mail and Securemail Services.

#### 9.6.1.1. Service Availability

- a. Definition: Period of available time of SYNAQ Cloud Mail and Securemail to Client minus all downtime that is not excluded as agreed to under this document.
- b. Excluded downtime: -
  - i. Events as per clause 8.5. above,
  - ii. Scheduled and emergency maintenance/change time,



- iii. Downtime because of Client Baseline exceeding the per centum as per clause 8.5.3 above, and,
- iv. Where Client is in breach of its agreement with SYNAQ and SYNAQ has suspended the Services.

Service Availability in a Given Month	Credit of Monthly Fee
99.9% – 100%	0%
99% - 99.89%	5%
98% - 99%	10%
97% - 98%	15%
96% - 97%	20%
<96%	50%

#### 9.6.2.False Positives

9.6.2.1.“False Positive” is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by SYNAQ Securemail.

9.6.2.2.Any email released by the Client from the SYNAQ Securemail quarantine that was previously classified as Spam, will be considered a False Positive.

9.6.2.3.Applies to email sent to valid mailboxes only.

9.6.2.4.The Client acknowledges that classification of false positives is subjective and understand that SYNAQ will make a good faith estimation of the false positive ratio based on evidence timely supplied by the Client.

9.6.2.5.This False Positive Service Level shall not apply to:

- a. bulk, personal, or pornographic email (i.e., emails that do not constitute legitimate Client business emails),
- b. email containing a majority of non-English content,
- c. email blocked by a policy rule, reputation filtering, Client-configured blacklist or SMTP connection filtering, and,
- d. email delivered to the junk folder.

False Positives Captured in a Given Month (% of total emails)	Credit of Monthly Fee
0.001% - 0.01%	5%
0.01% - 0.1%	10%
0.1% - 1%	15%



>1%

20%

### 9.6.3. Virus Infection

9.6.3.1. Client shall be responsible to report to SYNAQ any Virus infections as a result of emails received.

9.6.3.2. Where the Virus Infection has been confirmed as an infection as a result of an email received via SYNAQ Securemail, the Client shall be entitled to the Service Credits as per below table and subject to its written request as per clause 9.7. below.

9.6.3.3. The Service Level Credit that may be due to the Client shall be seen as liquidated damages.

Viruses Captured in a Given Month	Credit of Monthly Fee
>0	Lower of 100% and R 25 000

### 9.6.4. Phishing

9.6.4.1. It is imperative to take note that no Financial Institution will request a user to provide confidential information, such as a password, username or pin code via an email.

9.6.4.2. SYNAQ shall not be liable for any consequential, special or indirect damages or expenses as a result of any phishing attempt / email and the Client shall indemnify SYNAQ accordingly against any claim whatsoever in terms of a Phishing attack or spam.

9.6.4.3. It is the responsibility of the Client to educate its employees accordingly.

9.6.4.4. This Phishing Service Level shall only apply to attempts made against the following major South African Banks: Standard Bank, Absa, Nedbank, First National Bank, Capitec.

Phishing Attempts Captured in a Given Month	Credit of Monthly Fee
0.001% - 0.01%	5%
0.01% - 0.1%	10%
0.1% - 1%	15%
>1%	20%

### 9.7. Service Level Credits

9.7.1. SYNAQ agrees that in the event of failure on agreed Service Levels above, the Client shall be entitled to receive a credit (Service Level Credit or SLC) from SYNAQ, as set



forth in the tables above, against the charges owing to SYNAQ for the Measurement Period.

9.7.2.If the Client believes it is entitled to a Service Level Credit, the Client shall submit a written request by email and such information as set out above per Service, within 21 (twenty-one) days after the end of the calendar month of which the Service Levels were reported on. Subject to verification from SYNAQ, SYNAQ will credit the Client in accordance with the appropriate amount by applying the Service Level Credit % to the monthly amount for the particular Service. Such credit shall either be set-off against any other amount due to SYNAQ, or SYNAQ shall issue a credit note to the Client.

9.7.3.SYNAQ shall not be obliged to provide any Service Level Credits where a request for said Service Level Credits are received subsequent to the abovementioned 21 (twenty-one) days.

9.7.4.Additional information / actions required on submission of a Service Level Credit request: -

- a. False Positives: details of the false positive emails,
- b. False Negative: confirmation that details of the false negative emails were sent to SYNAQ within 2 days after receipt of same, and,
- c. Virus Infections: confirmation that problem was reported to SYNAQ.

9.7.5.Service Level Credits shall be calculated on a monthly basis; however, the Parties may agree on settling same on a quarterly or bi-annual basis.

9.7.6.Failure to meet the Service Levels in multiple Service Level categories arising out of or related to a single event or a related series of events will be treated as a failure in the first Service Level category as detected or reported by the Client affected by the event(s) for the purpose of calculating the Service Level Credit payable by SYNAQ to the Client. For example, if a system for which there is an Availability Service Level is unavailable and an SLC is generated, no additional SLC will be generated for any application for which there is an Availability Service Level operating on the affected system and that is unavailable as a result.

