

## Lighthouse Fair Use Policy and Capped Monthly Support Hours

Effective Date: 12<sup>th</sup> July 2023

This Fair Use Policy ("Policy") outlines the terms and conditions governing the use of the Lighthouse Software-as-a-Service ("Lighthouse") product provided by Torque Software Pty Ltd ("we," "us," or "our") to customers ("you" or "your"). This Policy applies to the support services offered as part of our SaaS solution and establishes the fair use expectations regarding support hours provided each month.

### 1. Service Support

1.1 Availability: We will make reasonable efforts to provide support services to address any technical issues or inquiries related to Lighthouse and its operation. Support services are available during our standard business hours, which are 8:30am and 5:00pm, excluding national public holidays.

1.2 Contact Channels: You can reach our support team via our help desk email address [helpdesk@torque.software](mailto:helpdesk@torque.software) which is our dedicated customer support portal. Our SLA's related to your support requests can be found at the end of this document.

### 2. Fair Use Requirements

2.1 It is a requirement of this Fair Use Policy that each client has a minimum of two (2) trained system administrators. This training is included in your initial subscription, and refresher training is available at no additional charge for up to two (2) staff per annum. Additional training required due to team expansion or staffing changes can be purchased for a nominal fee.

### 3. Fair Use of Support Hours

3.1 Monthly Support Hours: Each customer is allocated five (5) support hours per month. For every subscription-based custom module purchased under Torque Software's management, an extra two (2) support hours are provided each month. Additional support hours for specific purposes can be purchased by contacting your Customer Success Manager. Please note: These hours include time spent on investigating and resolving technical issues, providing clarifications, and offering general assistance.

3.2 Usage Limits: We operate with a fair use policy to ensure that support resources are allocated reasonably across all our customers. While we aim to provide efficient support, excessive usage of support hours may impact our ability to assist other customers. Therefore, we have set a cap on the maximum number of support hours you can utilise in a given month.



**3.3 Exceeding Support Hours:** In the event that you exceed your monthly support hours, we will notify you promptly and discuss potential options, such as purchasing additional support hours or training. If you consistently exceed the support hours cap, we may request that you undertake training in order to increase capability, or consider our managed service offering.

**3.4 Unused Support Hours:** Unused support hours cannot be carried over to subsequent months and will not accumulate. They reset at the beginning of each month.

## 4. Eligible Support Requests

**4.1 Covered Support Issues:** Our support team will assist with technical issues directly related to Lighthouse, including software configuration assistance, and general usage inquiries.

Note: issues related to system bugs do not count towards your fair use allowance.

## **4.2 Non-Covered Support Issues**

Support services do not cover the following:

- Custom development or configurations which exceed 1 hour of specific support time;
- Training on unrelated systems or third-party products, such as reporting and data analytics tools;
- General IT support for non-Lighthouse-related issues;
- End-user training and support (we offer a "train the trainer" model where your internal Lighthouse administrators are the first line of support, see clause 2.1)
- Support for integrations or interactions with third-party services not explicitly supported by Lighthouse.

## 5. Abuse of Support Services

**5.1 Prohibited Activities:** Any misuse, abuse, or disruptive behaviour toward our support team is strictly prohibited. This includes but is not limited to the use of offensive language, harassment, threats, invalid claims or any other conduct that may disrupt or impede our support operations.

**5.2 Consequences of Abuse:** We reserve the right to suspend or terminate your access to support services, temporarily or permanently if you engage in abusive behaviour. Such actions will be taken at our sole discretion and may be accompanied by other measures as deemed necessary.

## Policy Changes

We may modify this Fair Use Policy from time to time, and any updates will be posted on our website or communicated to you through the contact information you have provided.

Please note that this Fair Use Policy is in addition to any other terms and conditions outlined in your service agreement or plan documentation.



If you have any questions or concerns regarding this Fair Use Policy or require further clarification, please contact our support team through the designated channels.

By using Lighthouse and accessing our support services, you acknowledge that you have read, understood, and agree to comply with this Fair Use Policy.

## Customer Service SLAs

Severity level	Description	Response Time	Resolution
1 (Critical)	Produces a high priority situation in which the entire Software and/or Service is completely unavailable e.g. server, switch or firewall failure.	Lighthouse will endeavour to provide an acknowledgement or initial response to severity 1 issues within <b>30 minutes</b>	Support Team will exercise best efforts to resolve the issue within <b>1 hour</b>
2 (High)	Produces a situation in which the Software and/or Services are usable, but materially incomplete; one or more subscribed functions or commands are not working as expected; or the use is otherwise impacted.	Lighthouse will endeavour to provide an acknowledgement or initial response to severity 2 issues within <b>60 minutes</b>	Support Team will exercise best efforts to resolve the issue within <b>8 hours</b>
3 (Normal)	Produces an inconvenient situation in which the Software and/or Service are usable but do not provide a function in the most expeditious manner and the user suffers no significant impact.	Lighthouse will endeavour to provide an acknowledgement or initial response to severity 3 issues within <b>4 hours</b>	Support Team will exercise best efforts to resolve the issue within <b>5 Business Days</b>
4 (Minor)	Issues causing minimal impact to the functionality of the Software and Services.	Lighthouse will endeavour to provide an acknowledgement or initial response to severity 4 issues within <b>1 Business Day</b>	Support Team will exercise best efforts to resolve the issue within the next version release of the relevant Software issued by Lighthouse.

