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Certain words are used with the specific meanings set out below (including the Definitions in clause12) or in [the General Terms of Our Customer Terms](#).

1 About this section

Our Customer Terms

- 1.1 This is the Headspin Platform section of Our Customer Terms.
 - 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of [the General Terms of Our Customer Terms](#) for more detail on how the various sections of Our Customer Terms are to be read together.
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2 Headspin Platform

What is the Headspin Platform?

- 2.1 The Headspin platform is a mobile experience platform that enables you to remotely test and monitor the performance of your mobile applications and websites on a range of mobile devices across various operating systems, mobile carrier networks and in locations around the globe (**Headspin Platform**).
- 2.2 You may elect to access and use the Headspin Platform by either:
 - (a) licensing and installing at your premises one or more Headspin server boxes (referred to as “PBoxes”) (**Headspin Hardware**), which are items of hardware used to connect to the Headspin Platform hosted externally by us (or our third party supplier) on your behalf (**On Premise Version**); or
 - (b) licensing a version of the Headspin Platform that is entirely hosted externally by us (or our third party supplier) (**Hosted Version**).
- 2.3 In addition, you may also elect to receive a managed service in connection with the Headspin Platform, in which event our third party service provider will conduct monitoring, testing and other agreed activities on licensed Devices using the Headspin Platform on your behalf, as set out in your separate agreement with us (**Managed Service**).
- 2.4 All terms and conditions of this Headspin Platform section of Our Customer Terms apply to both the On Premise Version and the Hosted Version of the Headspin Platform, unless stated otherwise.

Eligibility

- 2.5 To access and use the Headspin Platform, you must:
 - (a) purchase a license for each Device that you intend to access using the Headspin Platform;
 - (b) supply yourself, or acquire from Telstra or our third party supplier, all Devices you intend to access using the Headspin Platform;
 - (c) have, and ensure your Users have, an active Internet connection; and

- (d) if you receive the On Premise Version, comply with clause 4.
- 2.6 In order to receive the Managed Service, you must also first acquire either the On Premise Version or the Hosted Version of the Headspin Platform.
- 2.7 The Headspin Platform is not available to Telstra Wholesale customers or for resale by you.
- 2.8 You must ensure that only your Users access and use the Headspin Platform.
- 2.9 You must be an existing Telstra Enterprise, Government or Premier Business Customer with a valid ABN, ACN or ARBN.

Data

- 2.10 You are responsible for all data you or your Users enter into, upload to or generate using the Headspin Platform. We do not own or acquire any rights to your data, except as otherwise expressly set out in these terms.

Service Exclusions

- 2.11 Except as expressly set out in these terms or your agreement with us, we are not responsible for any of the following in connection with our provision of the Headspin Platform to you:
 - (a) procuring or providing any computer hardware, peripherals, device drivers, third party operating systems, cabling or other products and services which may be required to use the Headspin Platform;
 - (b) the compatibility of the computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Headspin Platform;
 - (c) integrating the Headspin Hardware or Headspin Platform with your infrastructure or operating environment;
 - (d) the maintenance and support of your hardware, Devices, peripherals, operating systems, third party software and internet service; or
 - (e) the results obtained from use and operation of the Headspin Platform.

3 Devices

Devices

- 3.1 You are responsible for providing or acquiring from us or our third party supplier all mobile devices that you intend to access using the Headspin Platform. We are not responsible for the supply or security of any devices used in conjunction with the Headspin Platform, unless you acquire such devices from us pursuant to a separate agreement.
- 3.2 You acknowledge that the Headspin Platform is only able to be used in order to remotely test and monitor the performance of your mobile applications and websites in conjunction with Devices that are running a compatible operating system of iOS 9.3.2 (or any higher version) or Android 2.2 (or any higher version).

We may change these compatible operating system requirements from time to time by notice in writing to you.

4 On Premise Version

Hosting and Security

- 4.1 Where you licence the On Premise Version, the Headspin Hardware is hosted by you on your own Systems.
- 4.2 We (or our third party supplier) will configure the Headspin Hardware on your behalf, and will install the Headspin Hardware on your Systems at your premises.
- 4.3 As part of your hosting obligations, you are responsible for:
- (a) providing all reasonable access, co-operation and assistance to enable us (or our third party supplier) to install the Headspin Hardware at your premises;
 - (b) ensuring your Systems meet all minimum requirements and comprise all necessary equipment, infrastructure and network connectivity to make the Headspin Hardware and Headspin Platform operational; and
 - (c) the security of all Systems which are used in conjunction with the Headspin Platform.

On Premise Version Licence

- 4.4 Where you obtain the On Premise Version, you are granted a non-exclusive, non-assignable and non-transferable licence for your licence term to:
- (a) install, host and use the Headspin Hardware at your premises for the purposes of accessing and using the Headspin Platform;
 - (b) access and use, and permit your Users to access and use, the Headspin Platform and Documentation solely in conjunction with the number of Devices specified in your agreement with us; and
 - (c) make as many copies of the Documentation as reasonably necessary to make full use of the Headspin Platform,

solely in accordance with these terms and your separate agreement with us.

Headspin Hardware

- 4.5 As part of your license to the On Premise Version, you will be provided with the Headspin Hardware. You own the Headspin Hardware on delivery to you.
- 4.6 You are responsible for:
- (a) accessing and using the Headspin Hardware solely for the purpose of using the Headspin Platform in accordance with these terms and all applicable laws, rules and regulations;

- (b) not modifying the Headspin Hardware without our prior written consent; and
- (c) maintaining the physical and electronic security of the Headspin Hardware, such that no unauthorised third party is able to gain access to the Headspin Platform.

5 Hosted Version

- 5.1 Where you license the Hosted Version, the Headspin Hardware and Headspin Software are hosted and controlled by us (or our third party supplier).

Hosted Version License

- 5.2 Where you obtain the Hosted Version, you are granted a non-exclusive, non-assignable and non-transferable licence for your licence term to:
- (a) access and use, and permit your Users to access and use, the Headspin Platform and Documentation solely in conjunction with the number of Devices specified in your agreement with us; and
 - (b) make as many copies of the Documentation as reasonably necessary to make full use of the Headspin Platform,

solely in accordance with these terms and your separate agreement with us.

Data Storage and Transmission

- 5.3 Any data (including Personal Information as defined in the Privacy Act 1988 (Cth)) transferred using the Hosted Version of the Headspin Platform will be stored and processed in Australia.
- 5.4 No data will be permanently stored by us unless you have selected such an option in your set up of the Hosted Version.
- 5.5 You acknowledge that, on termination of your agreement with us, any data which is hosted or stored by us may be deleted. We will try to give you notice before this occurs, and an opportunity to retrieve any data. However we recommend that you back up data on your own data on a regular basis.

Data Security

- 5.6 While the security of your data is important to us, you acknowledge that, to the extent permitted by law:
- (a) we do not give any warranty or other assurance in relation to the security of the Hosted Version of the Headspin Platform (or the security of any data you send, receive or store); and
 - (b) we are not for liable for any loss of or damage to data, or any unauthorised access to data, which occurs as a result of your use of the Headspin Platform.

6 Managed Service

Description of the Managed Service

- 6.1 If you elect to receive the Managed Service in connection with the Headspin Platform, our third party supplier will provide you with certain services on our behalf. The scope of the Managed Service provided to you will be customised to meet your requirements and will be set out in your separate agreement with us. The Managed Service may (but will not necessarily) include all or any of the following:
- (a) onboarding services;
 - (b) proactive monitoring of agreed mobile applications via the Headspin Platform on your licensed Devices in order to identify network or performance issues with those applications;
 - (c) network and performance reporting;
 - (d) other professional or consulting services associated with the use or operation of the Headspin Platform;
 - (e) a first tier help desk that is responsible for conducting initial triage, first instance troubleshooting and advice on all issues reported to it which relate to the operation and availability of the Headspin Platform; and
 - (f) resolution of all issues that are unable to be resolved with you via first tier support in accordance with the terms of clause 11, including all activities required to liaise with the Help Desk and ensure that Defects are resolved.
- 6.2 As part of your receipt of the Managed Service, you may elect to have our third party supplier host the Headspin Hardware on your behalf.
- 6.3 Unless otherwise agreed, our third party supplier will perform the Managed Service during normal business hours between 9am and 5pm, Monday to Friday (excluding public holidays). Additional charges apply for work outside of these hours, which will be set out in your separate agreement with us if requested.

Delivery dates and customer inputs

- 6.4 We will use reasonable efforts to meet any delivery dates associated with the performance of the Managed Service, as set out in your separate agreement with us. For any delays which are not caused solely by us (or our third party supplier):
- (g) all applicable delivery dates will be extended by a period equal to the period of delay; and
 - (h) you must pay any reasonable costs incurred by us (or our third party supplier) as a result of the delay.
- 6.5 In order for our third party supplier to provide you with the Managed Service, you must provide all required customer inputs by the agreed dates, as set out in your separate agreement with us.

- 6.6 You must provide us all information (including by making your staff available to answer questions) we reasonably request to assist us in providing the Managed Service to you, and you must ensure that all such information is accurate and complete.
- 6.7 If our third party supplier is required to perform any aspect of the Managed Service at your premises, you must reasonably co-operate with our third party supplier (including provision of appropriate access to your network, systems and premises), and ensure that your premises complies with all applicable occupational health, safety and environment laws and regulations. Our third party supplier will comply with your reasonable directions while onsite at your premises.

7 Limitations and Responsibilities

Intellectual Property Rights

- 7.1 You acknowledge that we (or our third party supplier) own all rights (including intellectual property rights) in or related to the Headspin Platform, including the Headspin Hardware and Headspin Software (including all modifications, enhancements or improvements to them). We reserve all rights not expressly granted to you under these terms.
- 7.2 Where our third party supplier develops any materials for you as part of its performance of the Managed Service (such as reports or analytics data), you own all rights (including intellectual property rights) in such materials.
- 7.3 You grant us a non-exclusive, non-transferable licence to use, copy, transmit, store and back-up any of your data and material for purpose of supplying the Headspin Platform, Managed Service and related services to you and otherwise fulfilling our obligations under these terms.
- 7.4 You must not:
- (i) use, display, copy, modify, sub-licence, assign, rent, share, lease, distribute or otherwise transfer any right to use the Headspin Platform, Headspin Hardware or Documentation to any other person except as expressly permitted under these terms; or
 - (j) reproduce, translate, adapt, modify, alter, de-compile, disassemble, or reverse-engineer the Headspin Hardware, Headspin Platform or Documentation, except as permitted under the *Copyright Act 1968* (Cth).

Acceptable use

- 7.5 You must comply with our [Acceptable Usage Policy](#) (as we vary it from time to time).

Authorised Users

- 7.6 You must ensure that only your authorised Users access and use the Headspin Platform, Headspin Hardware and Documentation. You are responsible for your Users' compliance with these terms.

- 7.7 You may appoint an external service provider (eg a certified Headspin partner) who is authorised access to the Headspin Platform on your behalf in order to provide you with monitoring, testing or other services, provided:
- (a) you must at all times ensure the external service provider's use of the Headspin Platform is in accordance with these terms and any separate agreement you have with us; and
 - (b) you are responsible for any breach by the external service provider of these terms or your separate agreement with us.

Your additional responsibilities

- 7.8 You must:
- (a) appoint at least one appropriately skilled and qualified member of your staff to liaise with us on all matters relating to the Headspin Platform. You may change your designated contact at any time by providing us with notice in writing; and
 - (b) provide us with all reasonable assistance, access, information, data and materials, as required by us to perform Maintenance and Support in connection with the Headspin Platform in accordance with clause 11.
- 7.9 You are responsible for ensuring the confidentiality and security of any software licence keys, call in numbers for maintenance support, account numbers, log-in and authentication details and personal identification numbers (PIN) used by you or your Users in connection with the Headspin Platform. We will not be liable for any loss or damage that you or any other person may suffer in relation to any unauthorised access to, or use of, the Headspin Platform.

Warranties and disclaimers

- 7.10 Subject to any rights and obligations under the Australian Consumer Law which cannot be excluded:
- (a) we provide the Headspin Platform and Headspin Hardware on an "as is" basis, and we do not warrant that they will meet your requirements or will be suitable for your purposes, or be uninterrupted or error-free; and
 - (b) we make no representations or warranties about merchantability, fitness for purpose, title or ownership of the Headspin Platform or Headspin Hardware, or whether they infringe another person's rights.
- 7.11 You acknowledge that you are responsible for determining that the Headspin Platform is suitable to meet your requirements, that you have not relied on any representations made by us or our third party suppliers, and have relied on your own skill and judgment or that of your advisers when selecting the Headspin Platform.

Third party claims

- 7.12 You indemnify us against all loss, liability, damage cost or expense (including reasonable legal costs and expenses) arising out of any third party claim, action, demand or proceeding associated with your access to or use of the Headspin

Platform, Headspin Hardware or Documentation (including any breach by you of these terms), or that relates to your data, except to the extent caused or contributed to by us.

Export laws

- 7.13 You must comply with all Australian, US and other applicable national and international laws that apply to the export, import or use of the Headspin Hardware or Headspin Platform, or to the transmission of technical data via the Headspin Platform.

8 Fees and charges

Fees for the Headspin Platform

- 8.1 You must pay all fees for your license to the Headspin Platform, Headspin Hardware and associated Maintenance and Support, as set out in your separate agreement with us.
- 8.2 The fees for your license to the Headspin Platform and associated Maintenance and Support are payable annually in advance from the Service Start Date, or as otherwise specified in your separate agreement with us.
- 8.3 Where you receive the On Premise Version, you may also be required to pay up-front set-up fees or fees for the supply of the Headspin Hardware.

Managed Service Fees

- 8.4 If you elect to receive the Managed Service, you must pay all fees for the Managed Service set out in your separate agreement with us. The fees for the Managed Service are payable annually in advance from the Service Start Date, or as otherwise specified in your separate agreement with us.

Changes to Number of Licensed Devices

- 8.5 You may increase the number of Devices for which you are licensed to use the Headspin Platform by agreement with us in writing at any time during your term. Reducing the number of devices for which you are licenced is not permitted during the term. In certain circumstances, we may agree to permit you to reduce the number of Devices for which you are licensed. However, early termination charges may be payable with respect to the cancelled licenses, as specified in your separate agreement with us.

9 Term and Termination

Minimum Term and Automatic Renewal for Headspin Platform

- 9.1 The minimum term for you license to the Headspin Platform is 36 months from your Service Start Date, or as otherwise set out in your separate agreement with us.
- 9.2 At the end of the minimum term, your license to the Headspin Platform automatically renews each year for a further 12 months on the same terms, unless you tell us at least 30 days in advance of the date of automatic renewal that you want your agreement with us to terminate.

- 9.3 You are entitled to receive Maintenance and Support for the duration of your license to the Headspin Platform. Your right to receive Maintenance and Support terminates automatically at the same time as your license.

Minimum Term and Automatic Renewal for the Managed Service

- 9.4 If you elect to receive the Managed Service, the minimum term for your Managed Service commences on the date you enter into a separate agreement with us for the Managed Service (which may but will not necessarily be the same as the Service Start Date) and ends on the date that the minimum term for your license to the Headspin Platform expires in accordance with clause 9.1.
- 9.5 At the end of the minimum term, your receipt of the Managed Service automatically renews each year for a further 12 months on the same terms, unless you tell us at least 30 days in advance of the date of automatic renewal that you want your receipt of the Managed Service to terminate.

Termination and Suspension

- 9.6 You can terminate your license to the Headspin Platform and/or receipt of the Managed Service (where applicable) at any time by giving us at least 30 days' prior written notice. However, if you terminate your license to the Headspin Platform and/or your receipt of the Managed Service with us for any reason during the then current term (other than for our material breach or in accordance with clause 9.2), we may charge you an early termination charge as set out in your separate agreement with us.
- 9.7 You may terminate your receipt of the Managed Service in accordance with this clause 9 without terminating your license to the Headspin Platform. However, if your license to the Headspin Platform terminates for any reason, your receipt of the Managed Service terminates automatically at the same time.
- 9.8 We may suspend your access to the Headspin Platform (or any part of it) immediately, if we believe on reasonable grounds that it is being used contrary to our [Acceptable Usage Policy](#), or contrary to any other section of these terms or your separate agreement with us. You will still be liable for all fees for the Headspin Platform during any period of suspension.
- 9.9 If you fail to comply with your obligations under these terms or your separate agreement with us, we may terminate your agreement (including your licence to the Headspin Platform, Headspin Hardware, Headspin Software and/or receipt of the Managed Service (where applicable)) on 30 days' prior written notice. Where your failure to comply materially affects us or our third party supplier (eg because you have breached any license terms or limitations of use set out in these terms), we may terminate your agreement with us (including your licence to the Headspin Platform, Headspin Hardware, Headspin Software and/or receipt of the Managed Service (where applicable)) immediately.

Consequences of Termination

- 9.10 On the date of expiry or termination of your license to the Headspin Platform for any reason, you must immediately cease all use of the Headspin Platform.

10 Third Party Suppliers

- 10.1 You acknowledge that we may license some or all of the Headspin Platform, Headspin Hardware and Headspin Software (or their components) from third party suppliers. You also acknowledge that the Managed Service is provided by a third party supplier. If one of our third party suppliers suspends, cancels or terminates a service or licence that we rely on to provide you with the Headspin Platform or the Managed Service, we may:
- (a) replace or modify the Headspin Platform, Headspin Hardware, Headspin Software and/or Managed Service (as applicable);
 - (b) suspend, cancel or terminate your licence to the Headspin Platform and/or your further receipt of the Managed Service (as applicable);or
 - (c) terminate the affected part of your agreement with us.
- 10.2 We will give you as much notice as is reasonably possible in the circumstances.
- 10.3 You acknowledge that where we have made a disclaimer or otherwise limited our liability in respect of the Headspin Platform, Headspin Hardware, Headspin Software and/or Managed Service (whether under these terms of your separate agreement with us), that such disclaimer or limitation of liability may also be relied upon by our third party supplier.

11 Maintenance and Support

Maintenance and Support

- 11.1 From the Service Start Date and for the duration of your license term, we will provide you with maintenance and support services in connection with the Headspin Platform in accordance with this clause 11. However, if you receive the Managed Service and the scope of your Managed Service includes the management of Maintenance and Support on your behalf, this clause 11 does not apply to you, and you are instead entitled to receive the relevant services described in your separate agreement with us.
- 11.2 You must provide your own help desk that is responsible for conducting initial triage, first instance troubleshooting and advice on all issues reported to it which relate to the operation and availability of the Headspin Platform (**First Tier Support**).
- 11.3 To the extent that any issue is unable to be resolved via First Tier Support, our third party supplier will provide you with Maintenance and Support on our behalf.
- 11.4 For any issue that is unable to be resolved via First Tier Support, you can contact the help desk provided by our third party supplier (**Help Desk**) using the following contact details:
- Support Email: support@headspin.com.io
- 11.5 The provision of Maintenance and Support includes the following:
- (a) 24/7/365 standard email and web support;

- (b) Defect resolution and escalation support as described below; and
 - (c) our third party supplier will automatically (without notice to you) apply bug fixes, patches, corrections, updates to and new Releases of the Headspin Software at such times as are determined by our third party supplier.
- 11.6 You acknowledge that Maintenance and Support may be provided by us or our third party supplier from outside of Australia. Where you provide any information to us or our third party supplier for the purposes of such Maintenance and Support, you consent to that information being stored and utilised outside of Australia (provided solely for the purpose of Maintenance and Support).

Defects

- 11.7 If a Defect occurs, you must conduct reasonable investigations to ensure that the Defect is related to the Headspin Platform (or underlying Headspin Hardware if you receive the On Premise Version), and not other issues such as improper usage, your back-end systems, or third party applications.
- 11.8 When you report a Defect to the Help Desk, you must provide all information reasonably necessary to identify and reproduce the Defect. An initial Defect report should include (but not be limited to) the following information (depending on the nature of the Defect):
- (a) a general description of the Defect and its characteristics;
 - (b) the number of occurrences or frequency of the Defect;
 - (c) steps to reproduce the Defect;
 - (d) the exact text of any error messages reported by the Headspin Platform (if applicable);
 - (e) screenshots (if applicable);
 - (f) time of occurrence of the issue(s) (with time zone); and
 - (g) anything else reasonable requested by our third party supplier.
- 11.9 After you have reported the Defect to the Help Desk, we will begin diagnosing the Defect and will use reasonable endeavours to assist you until the Defect:
- (a) is resolved or a workaround is provided;
 - (b) is assigned back to you as a “customer issue” if the Defect is deemed to be related to your Systems or use;
 - (c) assigned to a third party if the Defect is deemed to be a third party’s responsibility; or
 - (d) converted to a bug or enhancement request.

Exclusions

- 11.10 We have no obligation to provide Maintenance and Support in relation to Defects caused by:
- (a) third party software or hardware products, or use of the Headspin Platform in conjunction with either of those;
 - (b) modifications to the Headspin Platform (or underlying Headspin Hardware, where you receive the On Premise Version) made by any party other than us or our third party suppliers; and
 - (c) your use of the Headspin Platform (or underlying Headspin Hardware, where you receive the On Premise Version) other than as authorised in these terms, your separate agreement with us, or as provided for in the Documentation.
- 11.11 We will notify you if we determine that a Defect has been caused by one of the exclusions in clause 11.10. You may ask us or our third party supplier to attempt to rectify an excluded Defect by engaging us to provide professional services at the applicable then published time and materials rates.

Response & Resolution Times – Service Levels

- 11.12 Subject to the other terms of this clause 10, we will use reasonable endeavours to comply with the timeframes below for responding to and resolving Defects notified to us. You acknowledge that these service levels are targets only, and we will not be responsible for failing to meet them:

Severity of Defect	Response	Target Resolution
Critical (Sev 1)	30 minutes	90 minutes
High (Sev 2)	60 minutes	3 hours
Medium (Sev 3)	2 hours	6 hours
Low (Sev 4)	4 hours	Next Release

*Target Resolution times are measured from the time Defect tickets/logs are placed in our third party supplier's ticketing system after being reported to the Help Desk.

- 11.13 We will notify you of the classification of the Defect (ie Sev 1 to Sev 4), as determined by us at our reasonable discretion after consultation with you, and we will use reasonable endeavours to achieve the target resolution time. However, the time needed to provide a correction may vary depending on the amount of coding and testing needed for the correction, as well as other factors.
- 11.14 You must ensure that a resource is assigned to work with our support team to provide information or verification on an ongoing basis, until the Defect is resolved.

11.15 In the event our response time to a Defect is negatively impacted due to your or a third party's delayed response to our request for additional information to correct a Defect, the response and resolution times provided above will be extended by an amount of time proportionate to such delay.

Availability – Service Levels

11.16 We will use reasonable endeavours to ensure Availability of the Headspin Platform 99.99% of the time, but we do not guarantee this Availability.

11.17 "Availability" for the purposes of clause 11.16 means the measurement expressed as a percentage calculated by the following formula:

$$(\text{Monthly Minutes} - \text{Downtime}) * 100 / (\text{Monthly Minutes})$$

where:

"Downtime" means the total minutes in a month during which the Headspin Platform (or any of its key functions or features) is unavailable or inaccessible to you or your Users for normal use, but excludes:

- (a) Scheduled Maintenance;
- (b) any performance impacts due to failures in any of your infrastructure, software or back-end data sources which cause the functionality of the Headspin Platform to be rendered unavailable or operating with degraded performance; and
- (c) any performance impacts due to any of the exclusions identified in clause 11.10; and

"Monthly Minutes" is the total number of minutes in a calendar month.

Scheduled and Unscheduled Maintenance

11.18 From time to time, the Headspin Platform may be unavailable because our third party supplier needs to conduct scheduled maintenance in connection with the Headspin Software or infrastructure used to provide the Headspin Platform (**Scheduled Maintenance**).

11.19 We will use reasonable endeavours to carry out Scheduled Maintenance:

- (a) within specified windows that have been notified to you in advance;
- (b) in such a way as to avoid impacting the target availability and resolution service levels; and
- (c) in such a way as to minimise adverse impacts to your use of the Headspin Platform.

However, the Headspin Platform (or some features of it) may not be available during these periods of Scheduled Maintenance.

11.20 If we are required to perform unscheduled emergency maintenance in connection with the Headspin Platform, then we will provide you with as much notice as

possible of such unscheduled maintenance and we will provide you with regular updates as to when we expect such unscheduled maintenance to be completed.

12 Definitions

12.1 The following defined terms have the meanings set out below:

Defect means any characteristic that makes that whole or any part of the Headspin Platform inoperable, unavailable or in substantial non-conformance with the Documentation.

Device means any smartphone or tablet devices that you intend to access using the Headspin Platform.

Documentation means all operating, procedure or user manuals, and training materials, supplied or made available by us or our third party supplier in relation to the Headspin Platform (including any underlying Headspin Hardware that is supplied to you if you receive the On Premise Version).

First Tier Support has the meaning given in clause 11.2.

Headspin Hardware has the meaning given in clause 2.2(a).

Headspin Platform has the meaning given in clause 2.1.

Headspin Software means the underlying software used to provide you with the Headspin Platform.

Help Desk has the meaning given in clause 11.4.

Hosted Version has the meaning given in clause 2.2(b).

Maintenance and Support has the meaning in clause 11.3.

Managed Service has the meaning given in clause 2.3.

On Premise Version has the meaning in clause 2.2(a).

Release means any improvements to, or extensions of, the existing functionality or performance of the Headspin Software.

Scheduled Maintenance has the meaning given in clause 11.18.

Service Start Date means the date on which your license to the Headspin Platform commences, as specified in your separate agreement with us.

Severity 1 or Critical means a Defect that renders the Headspin Platform completely unavailable, which severely impacts the core functionality of the Headspin Platform for all or almost all Users, or which results in significant operational risk. No workaround is available.

Severity 2 or High means a Defect that renders essential functionality of the Headspin Platform consistently unavailable or obstructed, and causes a moderate level of hindrance or risk. A moderate number of Users are significantly impacted.

Workarounds may be available, but use of the Headspin Platform is significantly degraded and causes continuing operational risk.

Severity 3 or Medium means a Defect that is an inconvenience or causes inconsistent behaviour, but which does not impede the normal functioning of the Headspin Platform. The Defect occurs inconsistently and affects non-essential functions or is an inconvenience which impacts a small number of users.

Severity 4 or Low means a Defect that has a small degree of significance, or is a minor cosmetic issue. This is a Defect that does not impact the normal daily use of the Headspin Platform, and can be accommodated for a period of time provided that it is eventually resolved.

Systems means all of your infrastructure (including equipment, software and network connectivity) which you use to host and operate the Headspin Platform.

User means an individual nominated by you, who has a unique log-in or other identifier for that individual's use of the Headspin Platform. A User must be an employee, agent, independent contractor or consultant of your company. Where you acquire the Managed Service, a User includes any representative of our third party service provider who is providing the Managed Service to you on our behalf.