PROFESSIONAL IT SUPPORT

DELIVERED TO SMALL TO MEDIUM BUSINESSES

Managed Services Pricing Agreement

01/07/2017

CONTENTS

INTRODUCTION

1.1   This SLA covers services including (unless otherwise notified by KBIT) Data Services, Voice Services, Dark, Cloud Services, Support Services.

1.2   KBIT may vary this SLA if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

SERVICE SUPPORT

SERVICE SUPPORT

2.1   KBIT will provide the Customer with access to KBIT Support 24 hours per day, 7 days per week to record an Incident or Service Request relating to the Services. Incidents or Service Requests are managed by the KBIT Help Desk and processed in accordance with ITIL best- practice guidelines to meet the applicable Targets for the Services. KBIT will escalate resolution and fulfilment activities to appropriately skilled resources including to vendor support services where necessary.

2.2   The KBIT Help Desk will receive an Incident or Service Request from a Customer via email, phone, KBIT or from automatic alerts that are generated from KBIT Monitoring Systems. Automatic alerts are logged as Incidents and will be addressed by the KBIT Help Desk.

KBIT HELP DESK CONTACT

2.3   The KBIT Help Desk is the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests from the Customer

2.4   The Customer must report Incidents to the KBIT Help Desk by phone to ensure prompt attention and support.

2.5   All phone calls will be answered by KBIT Staff who will record the Incident or Service Request and assign a Priority.

2.6   All emails to the KBIT Help Desk automatically raise an Incident or Service Request in the KBIT Help Desk System and a unique ticket number is provided to the Customer by return email.

2.7   Where possible, Customers must provide a Service ID when reporting issues to the KBIT Help Desk.

CUSTOMER RESPONSIBILITIES

2.8   Prior to reporting an Incident to KBIT, the Customer must take all reasonable steps to ensure that the Incident is not a problem with any Customer Equipment or within the Customer's administrative domain. Some suggested actions are:

-     Perform a power recycle/reset of Customer Equipment.
-     Perform a software reboot of IT systems.
-     Record log files and traceroutes around the time of the event.
-     Note any recent changes that were made.

2.9   Customers who rely on KBIT supplied customer premise equipment must specifically ensure that the equipment is receiving the required power and cooling to be operational.

2.10   It is vital that Customers provide KBIT with the correct information related to their service when reporting issues.

2.11   The more information a Customer can provide on the problem, the more accurately KBIT will be able to determine the root cause and implement a solution in the quickest timeframe. When contacting the KBIT Help Desk a Customer must, as a minimum, provide the following information:

- Customer name;
- Service name, location and details;
- Name and contact details of the person reporting the Incident on behalf of the Customer;
- Description of the Incident;
- Details of any diagnostics that have been performed by the Customer;
- Customer Site contact;

INCIDENT MANAGEMENT

2.12   KBIT reserves the right to charge a Customer in the event that KBIT is called to diagnose an Incident that is subsequently proven to be in the Customer's Equipment, or infrastructure used by the Customer that is supplied by a third party provider (e.g. not KBIT or KBIT third party suppliers). This also applies to Incidents that occur on KBIT Equipment or KBIT Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors.

2.13   KBIT defines Incident priorities as outlined in the table below:

LEVEL	DESCRIPTION
Critical	Severe business impact. Critical business services down.
High	High business impact. Non-critical services down. Service degradation
Normal	Minor service degradation, specific service functionality unavailable
Low	A minor service issue

2.14   KBIT will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this SLA.

2.15   KBIT does not guarantee that a Service will be restored within the times specified in the service tables in section 5 of this SLA however, KBIT will use all reasonable endeavours to restore a Service within the times specified.

2.16   When an Incident is logged, the KBIT Help Desk will:

- Agree with the Customer the level of Priority to be allocated to the Incident;
- Record the Incident in the KBIT Help Desk System and assign and quote a unique ticket number to the Customer;
- Manage any necessary escalations, remotely or at the Customer Site, to restore services within target restoration times;

- Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and
- Advise the Customer when the Incident has been resolved via phone or email.

SERVICE REQUEST MANAGEMENT

2.17   Any urgent Service Requests logged via email should be followed up with a phone call to the KBIT Help Desk with business justification for the urgent request. Complex Service Requests should be raised with the Account Manager.

2.18   KBIT defines Service Request priorities as outlined in the table below:

LEVEL	DESCRIPTION
High	High business impact. Request is required to ensure continual operation of the business
Normal	Minor business impact. Request has minimal impact to ensure continual operation of the business
Low	A minor request. Request has no impact and is not required for continual operation of the business.

2.19   KBIT will respond to Service Requests and work to fulfil a request as detailed in the service tables in section 5 of this SLA.

2.20   KBIT does not guarantee that a request will be fulfilled within the times specified in the service tables in section 5 of this SLA however, KBIT will use all reasonable endeavours to fulfil a request within the times specified.

2.21   When a Service Request is logged, the KBIT Help Desk will:

- Agree with the Customer the level of Priority to be allocated to the Service Request;
- Record the Service Request in the KBIT Help Desk System and assign and quote a unique ticket number to the Customer;
- Manage any necessary escalations, remotely or at the Customer Site, to fulfil Service Requests within target fulfilment times;
- Update the Customer with the progress of the Service Request via phone or email at mutually agreed intervals; and
- Advise the Customer when the Service Request has been fulfilled via phone or email.

ESCALATION FOR INCIDENTS OR SERVICE REQUESTS

2.22   In the event:

- Customer's expectations have not been met;
- Customer is of the opinion that progress on an Incident or Service Request is unsatisfactory; or
- Incident or Service Request has not been resolved within SLA,

The Customer may escalate in accordance with the support escalation matrix which is made available on delivery of service or from KBIT upon request.

SERVICE AVAILABILITY AND REBATES

SERVICE AVAILABILITY

3.1   The Targets for the relevant Services are described in the service tables located in section 5 of this document.

REBATES

3.2   The Customer is entitled to a Rebate as set out in section 5 of this SLA for the relevant Service where:

- KBIT has failed to meet a Service Availability Target or Response Time Target against which a Rebate is applicable as stipulated in the service tables located in section 5 of this document; and
- The Customer has made a claim for the Rebate in accordance with section 3.3 within 5 Business Days of the end of the month in which the Incident was restored.

3.3   In order to lodge a claim for a Rebate the Customer must make a written request containing reasonable details as required by KBIT. Claims for Rebate must be submitted via email to accounts@kbitcon.com.au

3.4   Once a claim is received, KBIT will review and calculate the Rebate (if applicable) and credit it to the Customer's account by deducting the Rebate from the Monthly Service Fee payable in the following month. A Rebate is not redeemable for cash.

3.5   KBIT is not required to provide Service Availability during, and the Customer is not entitled to any Rebate for, any failure or failures by KBIT to meet any Target that results from any of the following occurrences:

- an Excluded Event;
- Scheduled Maintenance;
- Customer Equipment or an Incident on the Customer's side of the Service Delivery Point;
- Customers removal of any KBIT Equipment;
- Any failure to immediately report the Incident to KBIT;
- The improper use, alteration, or damage of the Service by Customer;
- Service suspension in accordance with the relevant Service Order (if applicable);
- Modifications to the Service made by Customer or any party instructed or contracted by Customer and not provided or approved in writing by KBIT;

3.6   Service Availability Rebate to be calculated by the following formula:

- Refund = (Service Availability Target – Actual Availability) x ongoing fees paid for the Service during the Month.

Where Actual Availability is calculated as:

- Actual Availability = (Actual Hours Available + Excusable Downtime) / Available Hours x 100

Where Actual Hours Available = total number of hours and minutes in five minute increments where the Service is Available through the Quarter according to KBIT records, where such records can be independently verified.

Available Hours = total number of hours for the Month.

Excusable Downtime = time excluded under section 3.5.

The amount rebated shall be the relevant percentage of the GST inclusive fee.

SCHEDULED MAINTENANCE

4.1   It is necessary from time to time to perform Scheduled Maintenance to maintain KBIT Infrastructure. KBIT will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.

4.2   KBIT will provide the Customer with notice via email to the technical contact listed on the Service Order prior to the Scheduled Maintenance.

SERVICE TABLES

5.1   KBIT will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables.

5.2   The KBIT Target Restoration Time commences at the time the Incident or Service Request is first recorded with the KBIT Help Desk and ends on resolution of the Incident or fulfilment of the Service Request.

SERVICE DELIVERY

5.4   When KBIT receives a signed Service Order and all necessary information from the Customer, KBIT will commission the Service within the applicable timeframe for the particular Customer Site.

5.5   The service delivery timeframes set out in the service tables below are approximates only. The actual service delivery timeframe may be longer depending on the nature of the work required to be completed and a more precise estimate of the actual service delivery timeframe will be available once a Service Order has been received and assessed by KBIT. Unless expressed to the contrary in a Service Order, no remedies (including Rebates) are available for a failure to meet service delivery timeframe as specified in this SLA.

REGIONAL AND REMOTE LOCATIONS

5.6   With respect to Data Services in Australia, the Target Restoration Time set out in the service tables below applies where the Data Service is delivered in a Metro Area. Where the Services are delivered in Regional Areas or Remote Areas, the Target Restoration Time is altered as follows:

AREA	ADDITIONAL TARGET RESTORATION TIME
Regional	24 Hours
Remote and Mining	48 Hours

5.7   The Additional Target Restoration Time is time in addition to the Target Restoration Time defined in the service tables below.

SERVICE TABLES

OFF-NET ENTERPRISE DATA SERVICES

CATEGORY	PERIOD	PRIORITY	TARGET
Service Availability	24x7x365	-	99.95%
Incident Response Time	24x7x365	Critical	1 Hour
	BH	High	4 Hours
	BH	Normal	12 Hours
	BH	Low	24 Hours
Target Restoration Time	24x7x365	Critical	4 Hours
	BH	High	8 Hours
	BH	Normal	24 Hours
	BH	Low	48 Hours
Service Request Response Time	BH	High	4 Hours
	BH	Normal	8 Hours
	BH	Low	24 Hours
Service Request Fulfilment Time	BH	High	8 Hours
	BH	Normal	24 Hours
	BH	Low	5 Days

⁺ KBIT reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED SERVICES – KBIT BUSINESS PREMIUM

CATEGORY	PERIOD	PRIORITY	TARGET
Service Availability	-	-	-
Incident Response Time	24x7x365	Critical	1 Hour
	BH	High	4 Hours
	BH	Normal	12 Hours
	BH	Low	24 Hours
Target Restoration Time	-	-	-
Service Request Response Time	BH	High	4 Hours
	BH	Normal	8 Hours
	BH	Low	24 Hours
Service Request Fulfilment Time	-	-	-

⁺ KBIT reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED SERVICES – KBIT BUSINESS ULTIMATE

CATEGORY	PERIOD	PRIORITY	TARGET
Service Availability	-	-	-

Incident Response Time	24x7x365	Critical	30 Mins
	BH	High	4 Hours
	BH	Normal	12 Hours
	BH	Low	24 Hours
Target Restoration Time	-	-	-
Service Request Response Time	BH	High	1 Hours
	BH	Normal	4 Hours
	BH	Low	12 Hours
Service Request Fulfilment Time	-	-	-

⁺ KBIT reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED SERVICES – KBIT MANAGED NETWORKING

CATEGORY	PERIOD	PRIORITY	TARGET
Service Availability	-	-	-
Incident Response Time	24x7x365	Critical	1 Hour
	BH	High	4 Hours
	BH	Normal	12 Hours
	BH	Low	24 Hours
Target Restoration Time	-	-	-
Service Request Response Time	BH	High	4 Hours
	BH	Normal	8 Hours
	BH	Low	24 Hours
Service Request Fulfilment Time	-	-	-

⁺ KBIT reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED SERVICES – VOICE AND CLOUD PBX

CATEGORY	PERIOD	PRIORITY	TARGET
Service Availability	24x7x365		99.95%
Incident Response Time	24x7x365	Critical	1 Hour
	BH	High	4 Hours
	BH	Normal	12 Hours
	BH	Low	24 Hours
Target Restoration Time	-	-	-
Service Request Response Time	BH	High	4 Hours
	BH	Normal	8 Hours
	BH	Low	24 Hours
Service Request Fulfilment	-	-	-

Time			

⁺ KBIT reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED SERVICES – CLOUD SERVICES

CATEGORY	PERIOD	PRIORITY	TARGET
Service Availability	24x7x365		99.95%
Incident Response Time	24x7x365	Critical	1 Hour
	BH	High	4 Hours
	BH	Normal	12 Hours
	BH	Low	24 Hours
Target Restoration Time	-	-	-
Service Request Response Time	BH	High	4 Hours
	BH	Normal	8 Hours
	BH	Low	24 Hours
Service Request Fulfilment Time	-	-	-

⁺ KBIT reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

DEFINITIONS

6.1   In this Service Level Agreement (**SLA**), the following terms have the meaning set out below:

- **Additional Target Restoration Time** has the meaning set out in clause 5.6 of this document.
- **Basic Access** means the level of service which applies where Data Services are provided in part by a service which is provided on the basis of mass market grade performance and a reasonable endeavour obligation to deliver.
- **Business Continuity Services** has the meaning set out in the Business Continuity Service Schedule which is made available by KBIT to the Customer.
- **Business Day** means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.
- **Business Hours** (**BH**) means 0800hrs to 1700hrs on any Business Day in the region in which the Service is provided.
- **Cloud Services** which includes Compute, Storage, Backup, Firewall, Archive, Disaster Recovery and software as defined in the Cloud Service Schedule which is made available by KBIT to the Customer.
- **Complex Service Requests** means a request that involves specialised design activities to be undertaken to fulfil the request.
- **Customer** means the party with whom KBIT has entered into an agreement to supply Services.
- **Customer Equipment** means any hardware, software, equipment, systems and cabling provided by the Customer.
- **Customer Site** means sites from which the Customer connects to the Services.
- **Data Services** includes only Enterprise and Business Grade Ethernet and Fibre Services where outlined in the Service Schedule.
- **DDoS Protection Service** means the service provided by KBIT to protect the Customer from Distributed Denial of Service (DDoS) attack using traffic scrubbing, filtering, black holing or other actions.

- **Enhanced Access** means the level of service which applies where Data Services are provided in part by a service which is provided on the basis of high performance and assurance levels to deliver.
- **Excluded Event** means:
    o a breach of the relevant Service Order by the Customer;
    o a Force Majeure Event;
    o any act or omissions of a third party which affects the provisions of the Services, including cable cuts caused by third parties, failure to provide goods and services or access to premises;
    o a negligent, fraudulent or willful act or omission of the Customer or its personnel; or
    o a failure of any of the Customer's Equipment.
- **Force Majeure Event** means any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays the performance of, any of its obligations under the relevant Service Order including (without limitation):
    o forces of nature, any act of God, fire, storm or explosion;
    o any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
    o any action or inaction by any organ of government or government agency;
    o a change in any law including any new law; or
    o a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or regular supplier), to the extent that the act, event or cause is beyond the reasonable control of the affected party.
- **GPO** means the general post office in a city or town.
- **Hardware Failure** means an intrinsic fault with the KBIT Equipment rendering it incapable of performing its primary function or intended purpose.
- **Incident** means any issue that affects the normal operation of the Service.
- **Invoice Period** means the period for which advanced payment of the Monthly Service Fee is required as set out in the Service Order or such other period as notified by KBIT from time to time.
- **Metro Area** means an area within Australia bounded by a radial distance up to and including 50km from the GPO in Adelaide, Brisbane, Canberra, Darwin, Hobart, Newcastle, Melbourne, Perth and Sydney or where no GPO is available, the town hall.
- **Monthly Service Fee** means the monthly recurring fees payable by the Customer specified in the Service Order.
- **Network Management System** means the platforms and systems used to monitor the KBIT Network and Customer infrastructure.
- **Off-Net** means a Customer Site where KBIT Infrastructure is not available or civil works are required where distances greater than 1km.
- **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on Table 2 and Table 3.
- **Rebate** means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.
- **Regional Area** means an area within Australia with a distance of more than 50km and less than or equal to 500km from the GPO in the closest Metro Area.
- **Remote Area** means an area within Australia with a distance of more than 500km from the GPO in the closest Metro Area.
- **Response Time** means the time between an Incident or Service Request being recorded via phone or email and when an engineer has been assigned to work on the Incident or Service Request.
- **Restoration Time** means the time between an Incident or Service Request being reported by the affected customer to the KBIT Help Desk, and resolution of the Incident or fulfilment of the Service Request.

- **Scheduled Maintenance** means the planned periods when KBIT or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.
- **Scheduled Maintenance Window** means the period set out in relevant Service Order or, if not set out in the relevant Service Order, 12am - 6am in the time zone the work is being carried out in 7 days per week or at such other times as KBIT may advise the Customer.
- **Service** means the services described in section 1.1 with the options and features requested in the Service Order, and any related goods (including equipment) and ancillary services which KBIT supplies to the Customer in connection with that Service.
- **Service Availability** means the percentage of time that the Service is available in a calendar month as a function of total time in the month less any Restoration Times.
- **Service Delivery Point** means the sites specified in the Service Order where KBIT will install the KBIT Equipment.
- **Service ID** means the reference identification number allocated by KBIT to the Customer's Service Order or Service (whichever is applicable).
- **Service Level** means the measured and reported achievements attained by KBIT against one or more Targets.
- **Help Desk System** means the system KBIT uses to manage Incidents, Requests and Customer communications.
- **Service Order** means the agreement for the provision of a Service by KBIT, signed on behalf of both parties.
- **Service Request** means a request from the Customer for information, advice, add, move, change or access to an IT function.
- **Standard Access** means the level of service which applies where Data Services are provided in part by a Third Party service which is provided on the basis of mid-level performance and assurance levels to deliver.
- **Target** means the performance metrics (in the applicable table under the heading "Metric") outlined in section 5 of this SLA.
- **Third Party** means a supplier that provides services utilised by KBIT to deliver KBIT services to the Customer.
- **Unprotected Service** has the meaning set out in the applicable service schedule.
- **KBIT** means KBIT Consultants Pty Ltd trading as KBIT Consultants which may be used interchangeably in the Agreement or herein.
- **KBIT Equipment** means any items or equipment owned or used by KBIT in the provision of a Service that is:
    o provided by KBIT to the Customer for use as part of or in connection with the Services;
    or
    o to which KBIT permits the Customer to access as part of, or in connection with, any Services.
- **KBIT Infrastructure** means any items, equipment owned or used by KBIT including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by KBIT including, without limitation, KBIT Equipment.
- **KBIT Help Desk** means the KBIT work group which provides support to Customers for the recording and management of Incidents and Service Requests.
- **Voice Services** includes Cloud PBX, SIP Trunk, IP Tel, Wholesale Voice and SIP Access as defined in the Voice Service Schedule which is made available by KBIT to the Customer.