

Service Level Agreement.

This document describes the Service Levels which will apply to the provision of the Services to the Customer by 42-24 under the Master Services Terms.

1 Fault Reporting and Rectification

- (a) As soon as the Customer becomes aware of any fault in the Service, the Customer must report that fault to 42-24 by telephoning the number notified to the Customer by 42-24 from time to time. The number will be available 24 hours a day, 7 days a week.
- (b) The fault must be reported by the Customer's nominated technical contact (as stated in an Order). The Customer's technical contact must provide 42-24 with sufficient details to assist 42-24 correctly identify the affected Service and the nature of the fault.
- (c) At the time of reporting the fault to 42-24, the Customer's technical contact must assign a severity level to the fault in accordance with the following levels:

Severity	Description
High	Operation of a Service is non-operational or severely degraded, or significant aspects of the Customer's business operations are negatively impacted by inadequate performance of the Service, whether generally or at any particular location.
Low	Operational performance of the Service is impaired (whether generally or at any particular location) while most of the Customer's business operations utilising the Service remain functional.

- (d) 42-24 will assess the fault reported by the Customer to determine the nature of the fault and to verify the severity level of the fault.
- (e) Where 42-24 determines that there is a fault within the 42-24 Network, 42-24 is responsible for correcting the fault in accordance with the Agreement. 42-24 is not responsible for or obliged to assist with any fault outside of the 42-24 Network, including any fault which is within the Customer Network or which relates to the Customer's applications and computing devices. Such faults must be directed by the Customer to the Customer's internal help desk or the hardware/application provider for resolution.
- (f) Where 42-24 determines that there is a fault within the 42-24 Network, 42-24 will telephone the Customer's technical contact to attempt to resolve the fault over the telephone. 42-24 will use its reasonable endeavours to call the Customer's technical contact within 30 minutes after a fault is reported. If 42-24 considers that a fault has been incorrectly categorised by the Customer, it may reclassify its severity level by notice to the Customer. The Customer's technical contact must assist 42-24 attempt to resolve the fault by complying with 42-24 reasonable instructions.
- (g) Where the fault is not able to be resolved over the telephone between 42-24 and the Customer's technical contact, 42-24 will refer or escalate the fault to a 42-24 technician.

- (h) 42-24 reserves the right to determine whether a restoration has occurred. If 42-24 considers that the Services affected by the fault have been partially restored, it may by notice to the Customer recategorise the fault to a lower severity level.
- (i) The Customer must provide all necessary assistance (including demonstrating or recreating the fault) to enable 42-24 to locate and rectify any fault regardless of whether that fault is the responsibility of 42-24.
- (j) 42-24 will endeavour to keep the Customer's technical contact informed of the status of the service request.
- (k) 42-24 will keep a record of all reported faults and response and restoration times.
- (l) 42-24 reserves the right to charge the Customer for any services that are out of scope of this service level agreement.

2 Availability

2.1 Service Level

The relevant Service Level applicable to each Service will be the target percentage availability of that Service (as specified in the Service Description).

2.2 Calculation

Achievement of the availability Service Level will be measured in each relevant annual period during the Service Term (starting from the Service State Date) as follows:

Percentage availability = 100% - (Number of hours of Downtime in the relevant annual period / total number of Hours in the relevant annual period).

Where:

Downtime = Hours (or part thereof) where the Service is unavailable for use by the Customer in accordance with this Agreement due to a fault in the Service and does not include where the Service is unavailable due to:

- (a) any agreed scheduled maintenance;
- (b) a Force Majeure event;
- (c) any faults caused by the Customer, the Customer Equipment or the Customer Network;
- (d) faults caused by third parties other than the personnel or sub-contractors of 42-24;
- (e) where 42-24 switches off any Customer Equipment in accordance with **clause 5.4** of the Master Services Agreement; or
- (f) where 42-24 exercises any right of suspension of a Service under **clause 9.5** of the Master Services Agreement.

3 Response rates

42-24 will use reasonable endeavours to respond and restore faults within the following target time. Response time will be measured from the time that the fault is reported to 42-24 by the Customer's technical contact on a 24 x 7 basis to when 42-24 initially responds to the fault report.

Restoration time will be measured from the time that the fault is notified to 42-24 by the Customer by phone to when the Services are restored for the Customer's use. These response and restoration times are targets only.

Severity Level	Response time	Restoration Time
High	0.5 hours	4 hours
Low	0.5 hours	8 hours

A fault will be deemed to be resolved and a Service restored where:

- the Customer's technical contact is advised by 42-24 that the fault has been resolved and the affected Service restored; or
- failing such notification, when the Customer's technical contact confirms that the incident or fault is resolved.

4 Scheduled and emergency maintenance

4.1 Scheduled maintenance

All Service outages for scheduled maintenance will be notified to the Customer 10 Business Days in advance and wherever possible unless otherwise agreed, will be conducted between the hours of 1am and 3am Hobart time.

When providing notification of scheduled maintenance, 42-24 will also notify the Customer of the type of work to be undertaken, the individual Services to be affected and the extent of the maintenance period.

4.2 Emergency maintenance

42-24 may need to perform emergency maintenance work on the Service from time to time. Such emergency maintenance may cause Service outages for the Customer. 42-24 will provide the Customer as much prior notice of emergency maintenance as possible. Where 42-24 is unable to provide the Customer with prior notice of the emergency maintenance, 42-24 will keep the Customer informed as to the expected extent of the maintenance period and the individual Services affected.