

# Premium Service Level Agreement (P-SLA)

## BACKGROUND

- A. This P-SLA applies to business customers who procure specific online subscription services that are designed and configured to be highly available (HA).
- B. Mach is committed to providing a reliable, high quality service and to back up our commitment, we offer to you Service Levels and Credits.
- C. For the declared P-SLA Subscription detailed in the table below, the terms and conditions detailed herein take precedence over Mach's standard terms and conditions, including Mach's standard SLA published at: <http://sla.mach.com.au/>
- D. This Agreement sets our Service Levels for the Services and the Credits that will apply if Mach does not deliver the Service in accordance with the Service Levels.

## SUBSCRIPION

This Agreement applies to the following subscription (including any augmentation as reasonably required to be implemented by Mach at Customer's cost):

P-SLA Subscription	
<b>Customer Business / Trading Name:</b>	
<b>Subscription Name:</b>	
<b>Subscription Description:</b>	
<b>Customer Business Sponsor:</b>	
<b>Customer Technical Point of Contact:</b>	
<b>Design augmentation necessary to meet HA requirements:</b>	
<b>P-SLA Subscription ID:*</b>	
<b>Commencement Date:*</b>	

Note: supporting doco including specifications, design & monitoring to be enclosed as appropriate.

Note\*: populated by Mach on commencement of Subscription Service.

## OPERATIVE PROVISIONS

### 1. Interpretation & Definitions

1.1. In this Premium Service Level Agreement:

**Credit Claim Process** means the process as set out in clause 3.

**Customer Ticket** means a ticket on Mach's service management system (<http://service.mach.com.au> & [service@mach.com.au](mailto:service@mach.com.au)) which issues Ticket Numbers and by which the rectification of Faults are tracked.

**Data Centre** means a Mach managed computing facility from which we provision and host the Service; multiple Data Centres may be used to meet the HA requirements pertinent to this P-SLA.

**Fault** means a problem in the operation of the Service (excluding Planned Outages or Change) that is not a problem caused by any act or omission of the Customer, and which we, acting reasonably, have determined is to be a problem we (Mach or our subcontractor(s)) have responsibility to solve.

**Fault Commencement Time** means the time at which a Customer Ticket is opened, provided that Mach has subsequently accepted that Customer Ticket as within scope of this Agreement.

**Fault Duration** means the period of time from the Fault Commencement Time to the Fault Restoration Time.

**Fault Restoration Time** means the time at which the status on a Customer Ticket is changed to "Resolved".

**Fault Severity Table** means the table set out in clause 2.2.2.3.

**POP** means the point of presence on the Mach network via which the Customer is able to connect to the Service.

**Severity** of a Fault is established on the basis of the Fault Severity Table.

1.2. In this Agreement, any capitalised words not otherwise defined in this document have the meaning set out in Mach's standard Terms and Conditions or in the relevant Order Form or Enterprise Managed Services Agreement.

1.3. Headings are for ease of reference only and do not affect interpretation.

1.4. A reference to a clause is a reference to a clause in this P-SLA.

1.5. A reference to time is to Brisbane, Australia.

## 2. Service Levels

### 2.1. Service Availability

2.1.1. Service Availability at a Data Centre means the ability for communications to occur between the POP for that site and:

- a) For an Internet accessible Service, the Internet; or
- b) For a Private Network accessible Service, the point of demarcation between the private network communications service and Mach's internal Data Centre network boundary.

2.1.2. There are two grades of availability based on the number of Data Centres used to provide the Service:

Grade of Service	Number of Mach Data Centres solution deployed across
100% Available	Four
99.5% Available	Two

2.1.3. Subject to the Credit Claim Process, a Credit is given based on the total of the Fault Durations for Severity 1 and Severity 2 Faults (noting that Fault Duration is measured only by reference to the Customer Ticket) in a calendar month and the Grade of Service that has been affected in accordance with the following table:

Grade of Service	Credit of Fixed Recurring Charges in the Month of the Fault(s) applied on a Pro-Rata basis	
100% Available	Up to 15 minutes Minutes outage = hours credit value	More than 15 minutes Minutes outage (total) = days credit value
99.5% Available	Up to 4 hours N/A	More than 4 hours Hours outage (> 4 hours) = days credit value

2.1.4. For example:

- a) a 100% P-SLA Service has a Fault Duration period of 20 minutes. This would result in 20days of pro-rata credit, or a 66% credit of the monthly Fixed Recurring Charge invoiced; or
- b) A 99.5% P-SLA Service has a Fault Duration period of 14 hours. This would result in 10days of pro-rata credit, or a 33% credit of the monthly Fixed Recurring Charge invoiced.

### 2.2. Service Management

2.2.1. In addition to the above Service Availability commitment, Mach also commits to being highly responsive and effective in its service management provision.

2.2.2. Mach's Service Desk undertake to achieve the following:

- a) *Response Time.* In respect of a Fault, the time taken for a Mach staff member to respond to a Ticket you have lodged, or a Ticket that our automated systems monitoring platform has raised.
- b) *Restore Time.* In respect of a Fault, the time taken between the acceptance of a Ticket (as relating to a P-SLA Service) and when the status of that Customer Ticket is changed to "Resolved". The Customer Ticket is set to "Resolved" when the Service is restored to its normal operation or providing a temporary work-around that enables normal use of the Service.

c) *Fault Severity Table.* As detailed below:

Severity	Description	Target Response	Target Restore
1	The delivery of the Service is down or there is a critical impact on your business operation and there is no workaround available	15 minutes	30 minutes
2	One or more functions of the Service are not available or it is severely degraded, but not immediate widespread critical business impact	30 minutes	2 hours
3	Operational performance of the Service is impaired in an isolated, non critical area whilst most business operations remain functional	4 hours	24 hours
4	You require information or assistance on Service capabilities, installation, configuration or Change Management. There is clearly little or no impact on the in-production operation of the Service.	12 business hours	N/A

### **2.3. Disaster Recovery / Restoration from Backup**

2.3.1. Mach may rely upon backups of the Service's configuration and data in order to restore the Service. Customer acknowledges that any backup regime implemented during the augmentation process has been designed and configured so as to balance cost of implementing and maintaining versus the business impact of having lost data. To avoid doubt, unless explicitly addressed in a Managed Services Agreement, Mach is not liable for the loss of any data.

2.3.2. In the event of no specific/customised backup regime being implemented for the Service, Mach will perform nightly and weekly backups, and retain a minimum of one weekly and one daily (most recent, successfully completed) backups. Mach may rely in the first instance a recovery from the most recent daily backup and if that fails, the most recent weekly backup.

### **3. Credit Claim Process**

3.1. The maximum Credit that will be given in a calendar month is 100% of the amount billed to you for the Service which is the subject of the Claim.

3.2. A Credit will only be given, for application against the subsequent month's Invoice, where:

3.2.1. You have lodged with Mach a written claim ("Claim") for a Credit and provided Mach with all evidence available to you to support such Claim including a Mach Ticket number. Credit claims are not accepted where a Mach Ticket has not been lodged;

3.2.2. You are current with your payments for all undisputed invoices rendered, before the Claim is submitted – a claim will not be considered until all invoices due are paid up;

3.2.3. Claims have been received by Mach within 14 days of the end of the month to which the Claim relates; and

3.2.4. Mach has acknowledged to you responsibility for the breach of the Service Level.

3.3. Mach will make an acknowledgement to you within seven days of your lodging a Claim and shall provide reasons to you if, for any reason, it denies liability for the Credit or breach of the Service Level. If you disagree with Mach's denial of a Claim, you shall be entitled to exercise the dispute resolution procedures described in the Terms & Conditions.

3.4. Claims where Mach has accepted responsibility will be applied to your billing during the month following Mach's acknowledgment of responsibility for the breach of the Service Level.

**AGREEMENT**

The parties to this Premium Service Level Agreement are **Mach Technology Group Pty Ltd** T/AS Mach Technology (ACN 115 162 564 / ABN 58 115 162 564) and:

<b>Customer</b>	
<b>Customer Business / Trading Name:</b>	
<b>ACN / ABN:</b>	
<b>Signature:</b>	
<b>Name &amp; Position:</b>	
<b>Date:</b>	

Signatory warrants that (s)he has the authority to enter into this Agreement on Customer's behalf.

Mach's acceptance of this Service Level Agreement and the date of its commencement is signified by its allocation of a P-SLA Service Subscription ID Number.