



VOICE



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ASIAN PACIFIC TELECOMMUNICATIONS PTY LTD

STANDARD FORM OF AGREEMENT

Schedule 3 – Support Services

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**ASIAN PACIFIC
TELECOMMUNICATIONS**

Member of  **ASIAN PACIFIC
CORPORATE SERVICES**

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1. Service Schedule 3 –Support Services

Capitalised terms used in this Service description have the same meaning as in the Asian Pacific Telecommunications Standard Form of Agreement published by us from time to time (**General Terms**), unless otherwise expressly stated to the contrary in this Service description.

1.1 Overview

1.2 Standard Service Terms

These are the Standard Service Terms provided to you as referred to in the General Terms. These Standard Service Terms provide specific information to you about the Support Services you are acquiring from us.

1.3 Service components

Depending on the content of your Letter and any Variation, the Support Services comprises the following:

- (a) **Service Desk Services:** our Service Desk Service is an ITIL compliant support, fault logging and rectification service that underpins all our other schedules described in the SFOA. Services provided under the Service Desk Service are detailed in section 2. Key components of the service include:
- (b) **Service Level Management Services:** means the defining and measuring of expected operating parameters required to fulfil the Customers ICT service needs, and at an agreed level of service. Service Levels typically apply to Carriage Services Systems Availability as well as Support response times. Service Level Management is explained further in section 0.
- (c) **Reporting Services:** means reporting processes that may be invoked by many other ICT service management practices. The object of ICT reporting services is to identify and collect information that identifies and quantifies service risks, issues, and improvement opportunities enabling informed governance and planned action. It is also used to measure the level of service being provided is aligned to the agreed levels of service (see Service Level Management) The objective of service reporting is to analyse and deliver service measurement information to stakeholders, governors, and decision makers. Reporting Services is explained further in section 4
- (d) **Professional Services;** means services that are delivered outside the boundaries or scope of a customer service contract or managed service, but are required from time to time in addition to those service described as included in a customer contract. Professional Services are typically delivered on a time and materials or on a fixed price basis as it relates to ICT services we provide, or one of our partners or sub-contractors. Also referred to as “As Required Services” in some service contracts. Professional Services is explained further in section 5.

2. Service Desk Services

2.1 What is the Service Desk Service?

- (a) The Service Desk Services (helpdesk facility) acts as the central point of contact between us and our customers on a day to day basis. It is also a focal point for reporting incidents and for service requests. It provides a central interface for other ICT service management activities (such as incident, change, and problem management).
- (b) The Service Desk Service is provided 5 days a week, during normal business hours of 8:30am to 5:30pm Eastern Standard Time “AEST” (excluding public holidays in the location from which or in which the services are provided, unless otherwise negotiated between the parties). Support services required outside of business hours will incur a charge (as outlined in section (b) unless otherwise negotiated between the parties).
- (c) The Service Desk Service includes telephone, remote and on-site support by our technicians and engineers. The Service Desk Service also co-ordinates and manages after hours and remote support services.
- (d) Incidents (jobs, work or service requests) may be logged with our Service Desk by:
 - (i) Telephone: 1300 668 481 or 03 9863 9863
 - (ii) Email: support@aptel.com.au
 - (iii) Customer Portal: <https://support.aptel.com.au>

2.2 Incident Management (Level 1 Support)

- (a) We will support incidents and service requests remotely at the incident management (first level) support point. Remote administration and telephone based support will be used to promptly attempt service fault rectification where possible, or to process new service requests.
- (b) All incidents (jobs) logged with the Service Desk will be treated as an incident and assigned a priority level according to the urgency and impact (as outlined in section 3.3 - Service Level Management) unless deemed to be a service request (as outlined in section 2.6 – Service Request). The Incidents are tracked and managed using the Service Desk System and each incident will be assigned a unique number. This number is supplied to the customer Delegate that has logged the Job with the Service Desk.
- (c) Where an incident indicates an underlying problem a subsequent job will be logged (defined as a problem), which will be assigned to our Problem Management team (second and third level support staff) to resolve and will not be subject to Service Levels unless otherwise negotiated between the parties. Where necessary the solution will be implemented through a change management processes (see section 2.4).
- (d) Incidents that cannot be resolved within the agreed Service Levels will be escalated to the customer delegate and where necessary, to our Service Desk Coordinator and Operations Manager. The client Delegate will be advised of all escalation events.

2.3 Problem Management Services

- (a) In the event that the incident management team (first level support) is unable to rectify a service fault we will escalate to the problem management team (second and third level support) and if required will also dispatch a site support officer to the Customers site (s) to attempt on-site problem resolution.

- (b) If a site support officer is required to travel outside of the Melbourne metro area to provide repairs then all travel and accommodation costs will need customer approval (as outlined in section 5.2).

2.4 Change Management Services

We will perform standard change management tasks for systems and devices at the Customers request and when otherwise applicable. We will use change management processes for any changes to the Customers network configuration and/or devices. This will involve:

- (a) Testing of intended change (where possible/practical);;
- (b) Change plans and back-out (roll back) plans;
- (c) Notification of Customers key personnel; and
- (d) System documentation updates (where applicable).

2.5 Service Requests

- (a) Where a logged incident requires one or more MACs and does not relate to a service outage; this incident will be deemed a service request.
- (b) The service request will be scheduled for action or setup on an agreed scheduled time where it is suitable for both us and the client within standard business hours. Any MACs requiring action outside standard business hours may be subject to the relevant **rates as defined in P/S rates section**.
- (c) A service request is not governed by SLAs but we will complete the service request within 4 hours of the agreed scheduled time unless impacted by unforeseen circumstances.
- (d) Any additional tasks or services requested by the client while our technician is performing a service request must be logged and qualified as a separate incident and may be subject to professional services.

2.6 Moves, Additions and Changes (MACs) (Remote and Physical)

- (a) Scheduled remote service moves and configuration changes to supported telephony and network infrastructure such as switches and routers will be facilitated by us when requested.
- (b) MACs that require the removal, implementation or replacement of a large number of devices may be identified as a project and be scoped and quoted in addition to the monthly fees. Typically this is to support major geographical, environmental or technology change and any such instance will be discussed and agreed with the Customer prior to any work and thus project charges being invoked.

2.7 Being reasonable

- (a) We aim to provide our services so that no client is unreasonably disadvantaged by the acts or omissions of other clients.
- (b) If we consider that:
 - (i) you have made an excessive number of requests for assistance;
 - (ii) the amount of resources we would need to dedicate to attend to that request or your requests is excessive;
 - (iii) your request is outside the scope of our agreement or otherwise unreasonable; or
 - (iv) the Third Party Facility to which your request relates is not something we can or should service or provide assistance with,

then notwithstanding any other provision set out or implied in our contract, including this service schedule, we may decline your request and if we do so, we have not breached our contract with you and we are not liable to you in any way.

- (c) If you notify a problem to us we will investigate and if you request us to provide assistance to you, we will review what we can do for you and get back to you. You agree to pay us for our time and materials (materials to be charged at cost to us + 10%) at the then prevailing rates where what you have asked us to do, investigate or assist with is:
 - (i) outside the scope of your contract; or
 - (ii) related to Third Party Facilities.
- (d) You agree that your obligation to pay referred to in clause 2.7 applies even where it is not apparent until we investigate or until we attend a site that a problem or query is outside the scope of your contract or related to Third Party Facilities.
- (e) To minimise delay in investigating an issue brought to our attention, we deem any request for assistance or notification of a problem which is received by us to have come from you or been authorised to be notified to us on your behalf if that request or notification emanates from:
 - (i) an address, a phone number, a fax number or an email address we know or reasonably believe to belong to you or be under your control;
 - (ii) your premises; or
 - (iii) a site controlled by you.

2.8 Maintenance Services

- (a) We will provide maintenance services as part of its service desk service for equipment provided by and agreed to be managed by us. Maintenance Services include:
 - (i) Co-ordinate and manage repairs and warranty claims for supported devices, including liaising with third party service providers and suppliers to affect the repairs, fault rectification or warranty claims;
 - (ii) Track the status of repairs and warranty claims and report to Client;
 - (iii) Support applies to the following components:
 - (A) Telephone handsets supplied by us,
 - (B) Active network communications equipment supplied by us and / or used to provide network connectivity,
 - (C) User logon ability to the network for access to authorised Customer devices;
- (b) Co-ordinate, manage and install service and security patches and updates for the following:
 - (i) Hardware (i.e. Router and Switch firmware and IOS upgrades);
 - (ii) Handset firmware upgrades and security patches;
 - (iii) New user account creations and management;

2.9 Security and Authorisation

- (a) We will create and use the appropriate customer authorised secured administration accounts to access the client information and technology systems to provide support.
- (b) In some instances this may require a signed change control document from the nominated Customer Delegate.

2.10 Service Exclusions

The following services are excluded from the scope of this Agreement unless otherwise arranged between the parties:

- (a) The support of any third party software installed on any of the supported services identified. Support of third party applications not related to the provided service may be provisioned by us at professional services (as required services) rates as specified in section 5, and with the support of the 3rd party service provider or software vendor.
- (b) Any additional support required as a direct consequence of the installation of hardware or software (patches or upgrades) by a 3rd party. Any support required under these circumstances that go beyond that stipulated in this schedule may be provisioned by us at professional services (as required services) rates as specified in section 5.
- (c) Major Installation (equipment refreshes) projects: should the Customer require this service post an initial service commissioning and service migration project; then a separate project implementation plan will be developed and a fee will be negotiated and agreed between the parties before installation commences.
- (d) Any network or system hardware that exists in the environment and that wasn't procured, installed, or hasn't been agreed to be managed by us under the framework of this agreement.

2.11 Customer Responsibilities

You must:

- (a) Where we have informed you that, in our reasonable opinion, the network hardware/ infrastructure/ capacity is not adequate to allow the effective operation of the network satisfactorily, you will respond and investigate the issue raised by us and take reasonable action to rectify.
- (b) The responsibility for the integrity of your data will remain with you unless any loss of integrity of the data is directly and solely caused by us, our agents, contractors or subcontractors.
- (c) Take all reasonable steps, actions, and precautions to stop internal threats and malicious software from attacking our provisioned network and hosted environment, including, but not limited to ensuring all devices that will access our environment, and that have not been provided by, or agreed to be managed and supported by us are running contemporary anti-virus and anti-malware software; and that this software is kept up to date and receiving security and signature updates at least weekly.

3. Service Level Management

3.1 Service Level Management

Defines the expected operating parameters required to fulfil your ICT service needs, at an agreed level of service. For the provision of services to you, Service Levels may apply in three key areas, being:

- (a) Carriage Links (WAN Services)
- (b) Hosted Systems Availability (telephony and cloud computing), and
- (c) Support Response Times.

For service, system and response SLA's, refer to specific Schedule associated with the service and review any variation letters that are associated with your SFOA.

3.2 Service Management SLA's (Support Response Times)

- (a) Our Service Desk incident carries three different SLAs. They are:
 - (i) Responded: Tickets is check and allocated to our technician to complete.
 - (ii) Resolution Plan: Our technician begins work on the ticket.
 - (iii) Resolved: The Service Request or Incident is completed or a work around is applied and the ticket is closed.

3.3 Incident SLA's:

- (a) SLAs surrounding an incident are based on the priority of the issues which is calculated by the impact and urgency of the incident. Different priorities are defined by the priority matrix below.

Impact				
High	Medium	High	Critical	
Medium	Low	Medium	High	
Low	Schedule	Low	Medium	
	Low	Medium	High	Urgency

Priority - A category used to identify the relative importance of an Incident, problem or change. Priority is based on Impact and Urgency, and is used to identify required times for actions to be taken. For example the Service Level may state that Priority 2 Incidents must be resolved within 4 hours.

Urgency - A measure of how long it will be until an Incident, problem or change has a significant Impact on the Business. For example a high Impact Incident may have low Urgency, if the Impact will not affect the Business until the end of the financial year. Impact and Urgency are used to assign Priority.

Impact - A measure of the effect of an Incident, problem or change on Business Processes. Impact and Urgency are used to assign Priority.

(b) Incident SLAs are defined as follows:

Qualification	Responded (mins)	Resolution Plan (mins)	Resolved (mins)
Critical	15	30	120
High	30	60	240
Medium	30	120	480
Normal	30	240	960
Scheduled	N/A	N/A	N/A

Note: A Scheduled priority is used when the priority is low and both the technician and the customer agree on a time to implement a solution or work around.

- (c) All time frames associated with SLA targets detailed in section 3.3 (b) are based around our standard business hours only, unless otherwise specified.
- (d) Escalation
- (i) In the event an incident cannot be resolved our technician will apply a work around for the issue if one is available.
 - (ii) The incident is then escalated to a problem status. Work on the problem will then begin by a level 2 or 3 engineer. The Client will be advised of the status of the problem via email and/or telephone at regular intervals.

3.4 Service Reviews

From time to time we may preform regular service reviews between the Customer Delegates and/or interested parties and we will be undertaken to:

- (a) Ensure Service Levels remain aligned with the Customers business requirements;
- (b) Ensure the service is being delivered to a consistent quality standard;
- (c) Ensure the sizing of this agreement meets the volume of information technology infrastructure needing support at the Customers site/s;

4. Reporting Services

4.1 System Monitoring Reporting

- (a) System monitoring reporting services is only provided upon request and may incur additional charges.
- (b) Monitoring reports may be produced and delivered monthly via email to the ICT Delegate. This report presents a qualitative assessment of the system after reviewing technical logs for security, system, capacity, and communications services.
- (c) Where issues of severity are noticed during system checking, escalation to our problem management team will take place upon discovery.

4.2 Activity Report

- (a) The Activity Report may be provided as part of the Service Desk Service and if requested will be delivered on a quarterly basis to the customer delegate via email if this service is requested.
- (b) This report provides an objective assessment of service performance and may also contain recommendations from us for consideration by the Client's Management.
- (c) Reports will include:
 - (i) Incidents (jobs or work requests) opened during the period,
 - (ii) Incidents (jobs or work requests) closed during the period,
 - (iii) Incident numbers by service type (MACs, Installation, Equipment repair etc.),
 - (iv) Potential capacity issues that need to be addressed to ensure ongoing systems availability.

5. Professional Services (as requested services)

5.1 Applicable Fees

Fees applicable to installation and change management services required for defined operations or projects outside of steady state service arrangements are as follows ('Extra Service Fees').

- (a) Time & materials support is charged at our standard time rate for the following resources:
 - (i) The Technician standard rate is \$180ex GST per hour,
 - (ii) The Engineer standard rate is \$240ex GST per hour
- (b) Our support hours and multipliers are as per the following:

'Standard' – Standard rates apply
8.30am – 5.30pm Monday to Friday

'Afterhours' – One and a half (1.5 x) Standard rates apply
6am – 8.30am Monday to Friday
5.30pm – 11pm Monday to Friday
All day Saturday

'Penalty' - Double (2 x) Standard rates apply
11pm – 6am Monday to Friday
All day Sunday

- (c) Customer initiated (Afterhours or Penalty) remote or on-site Support incurs a minimum charge of 60 minutes for remote support and 4 hours (including travel time) for on-site support.

5.2 Travel and Accommodation Fees

If a site support officer is required to travel outside of the capital city metro area (50 km radius from GPO) to provide repairs, then all travel and accommodation costs will need customer approval.

- (a) Approved travel and accommodation will be arranged by us and expenses plus a management surcharge of 5% may be recovered from the customer via the billing service.
- (b) Notwithstanding any provision of this Agreement, no travel time may be charged to the Client unless otherwise agreed by the client in advance.