



The purpose of this document is to ensure both parties ([Company] "the client" of [Company Address], and OAS Computers Pty Ltd "OAS" of 55 Broadmeadow Road, Broadmeadow) have a common understanding of OAS general terms and conditions of business, are read in conjunction with this document referencing the hosted infrastructure service invoice that is invoiced monthly.

Service Level Agreement

This service agreement will encompass the following services if a monthly invoice is provided for such services:

- Communications Services or Infrastructure
- Hosted Server and Storage Infrastructure
- Minder vPABX (Virtual PABX) Services
- Software Subscription Services
- Fix Fee Gold or Platinum Help Desk Services

OAS agrees to provide the following under this service agreement

Communications Services or Infrastructure

- As OAS is not an internet service provider, but a reseller of internet services, the service level agreement that OAS agrees to with the ISP (internet service provider) on the client's behalf are available on request or from the respective ISP.
- Internet services sold by OAS are designed and engineered around business needs and being integrated into OAS 'minder' Layer 2 network. To preserve the integrity and performance of the network, OAS reserves the right to restrict or limit internet activity that is either illegal in nature, or detrimental to the overall network performance.
- Any faults in the service may be actioned by either OAS or the ISP and if any charges are to be incurred, these will be discussed at the time of the fault identification cause.
- Data plans, whether limited or unlimited, will be noted in the monthly 'Communications Services' invoice provided by OAS. In the event increases to the plan are required an OAS account manager will discuss any recommended changes.
- Reimbursements in relation to service outages are governed by the ISP and their respective service level agreements, but in general, if a significant outage is encountered, the relevant ISP can be advised upon your request and any deductions will be passed on in full. Further information can be provided on request but it should be noted that reimbursements for any outage will be a proportion of the amount of the monthly invoice for the service.
- If you cancel your service prior to the end of your contract term you will incur early termination charges. These are calculated by multiplying the number of outstanding contract months times the minimum monthly contract charge.
- Excess Data usage consumed over and above the 'Data Allowance' specified in the description of the server billed monthly, will be charged at a rate of \$1 per GB and will be included in the following monthly invoice.

Hosted Server and Storage Infrastructure

OAS own and operate enterprise grade Cisco UCS Blade Servers and NetApp storage infrastructure that operates in a multi-tenant environment. In OAS providing Infrastructure hosting, they do not assume any ownership or rights to the operating system, applications or data being hosted as these are either owned or rented (under a software subscription licence). Based on this OAS provides the following service level agreement.

- To provide the agreed hosted server infrastructure that will be itemised in the monthly 'Hosted Infrastructure' service invoice from OAS Computers Pty Ltd.
- The hosted server and storage infrastructure will be located in the primary Vocus Tier 1/2 Data centre situated in Steel River Industrial Complex, Mayfield.
- Replicated hosted server and storage infrastructure is located in a secondary Data centre situated in Dension Street, Hamilton.
- The default 'Data Backup Replication' regime, unless otherwise specified, is performed hourly between the hours of 6am and 7pm nightly.
- The Default 'Data and Backup Retention' policy, unless otherwise specified and itemised on the hosted infrastructure service invoice, is two weeks (14 Day) period.
- In the event additional servers, or server capacities (CPU, Memory or Storage) is required, an OAS account manager will discuss any recommended changes.

- In relation to the supply of hosted infrastructure (the hosting of a client's servers on our infrastructure), OAS agrees that the target SLA for infrastructure availability is 99.99% (4 minutes 23 sec down time per month). In the event the hosted infrastructure is not available, the client agrees to advise OAS in writing (or email) if they intend seek a reimbursement of service fees in the calendar month. Infrastructure unavailability reimbursements will be calculated as a percentage of total time (hours) unavailable (less 4 minutes) divided by 744 (hours in a month), this result will be calculated as a percentage of the monthly infrastructure hosting fee and will be the amount reimbursed.
- To identify and address any perceived risk that, in the event that OAS is no longer able to provide the hosted server environment due to financial or legal reasons, we categorically stipulate that the server environment at the operating system and application/data level remains the property of the client, and that should such an event occur, OAS will provide a fully restorable image of each server environment to supply to an alternate provider (whether physical or virtual) at no additional cost.

Minder vPABX (Virtual PABX) Services

- The Minder vPABX is a voice telephony service that is supplied over your internet service. The internet service may be supplied by OAS (for example, an IP-line connection) or by another service provider. Minder vPabx requires fixed broadband service and a wired Ethernet port. A Minder vPabx handset is required unless you are on a 'SoftPhone' plan. Each Minder vPabx phone requires a minimum of 100kbps of uncongested upstream and downstream bandwidth for optimal quality.
- Minder vPabx plans include handset rental (except for the SoftPhone plan), a direct-in-dial geographic number (DID number), unlimited standard local and national calls, unlimited standard calls to Australian mobiles as well as a range of included features such as voicemail-to-email, call waiting and others. Acceptable Use Policy applies to included calls. Optional extras and their prices are available at from your account manager.
- Service Term for the vPabx service is detailed on the monthly service invoice.
- Exclusions vPabx plans do not support 19/1900 number calls, fax, dial up modem or other analogue data calls (e.g. EFTPOS, HICAPS), back to base alarms and other monitoring systems using phone lines, and similar features.
- Minder vPabx is not available for telemarketing, call centre function and similar uses.
- International Calls are from 4c per minute, 1300 and 13 calls are from 22c per minute, usage fees are reconciled and charged quarterly.
- Minder vPabx monthly fees includes end user phone support via the 1300 MINDER helpdesk. Configuration changes and addition service fees may incur additional costs and will be quoted prior to any adjustments being made.

Software Subscription Services

- OAS is an accredited provider of software subscription services for many software vendors, OAS is authorised, if the option is available, to rent software licences, and as such a master rental agreement has been signed that governs this section of the agreement. Specific agreements for the respective software vendors can be provided on request.
- Monthly software subscriptions will be itemised on the monthly hosting invoice and will be represented as a unit measure.
- Reconciliation of each software subscription is performed and amendments to the monthly service invoice are made on the first working day of each calendar month.
- Any disputes a client may have in relation to the licence quantities identified and invoiced, must be brought to the attention of an OAS account manager and will actioned within the calendar month.

Fix Fee Gold or Platinum Help Desk Services

The technical department of OAS provides a range of technical support service to their client base ranging from do-and-charge through to fix fee outsourcing. This agreement provides service levels covered by Gold and Platinum Fix Fee Servicing.

- Both Gold and Platinum Fix Fee Servicing are invoiced on a per user basis each month.
- The level of coverage, whether Gold or Platinum, will be identified on the monthly invoice.
- The number of users supported will be identified but the quantities invoiced each month and will be determined by the number of available users licenced to use the hosted servers. This number is determined and updated at the first working day of each calendar month and is invoiced for that month.
- Gold Fixed Fee Servicing provides technical services via phone, email and remote control for any user problem encountered accessing or using the hosted environment.
- Platinum Fixed Fee Servicing provides all the services of the Gold level, with the additional benefit of receiving onsite technical support for 'on-premise' equipment (such, printer, computer and network troubleshooting)
- Fixed Fee Servicing does not include the costs of any hardware replacement in part or full.
- The installation of additional workstations or terminals are covered under the fixed fee agreement and will be added to the total number of users on the monthly service invoice.

- Exclusions to the fixed fee services are items not directly related to the service offerings provided by OAS Computer Pty Ltd, such as cabling, third party application support, telephony, and multifunction device / printer servicing.

Client responsibilities

It is the responsibility of the client, in engaging OAS in any hosted service arrangement where this Service Level Agreement's policies and procedures are enforced to ensure the following is adhered to:

- To ensure that any disputes in relation to billing or availability of service are brought to the attention of an OAS account manager within the billing month.
- To ensure that no person or organisation, not authorised by OAS, is permitted to perform any IT / system administration task.
- To ensure that the credit account, held in the business name at OAS for services rendered be kept within agreed trading terms, specifically hosted services invoices must be paid within the terms specified.
- The client accepts that, in circumstances where the clients account is not within trading terms, that cessation of hosting services may occur. Furthermore the client accepts that in situations where cessation of hosting services has occurred additional charges may be incurred to recommence the hosted services or provision of additional services.

Termination

Termination of this agreement can be made in writing by the client giving one months' notice to OAS outside of the agreement period noted on the 'Hosting Services' invoice. Premature termination of the hosted services offering, by the client, will result in an invoice being raised for the remaining periods as specified in the hosted services invoice.

End.