

# SERVICE LEVEL AGREEMENT



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# 1. BACKGROUND

This Service Level Agreement is issued under and subject to the terms and conditions of the First Focus Master Services Agreement (the 'MSA') which together with any current or future Statements of Work issued under the MSA are to be referred to collectively as the Agreement (the 'Agreement') by and between First Focus and the Customer.

# 2. SUPPORT SLA

This Support SLA applies to any Support Services Items, as defined in Section 1 of the Service Catalogue.

## 2.1. Definitions

Response and Resolution Service Levels are based on the Priority assigned to a Ticket. The Priority is determined by a combination of Severity and Impact, or a ticket may be escalated to a higher or lower priority at the request of an authorised user (See VIP Optional Escalations below).

	High	Medium	Low
<b>Severity</b> Severity is a measure of how many end users are affected by an issue.	Whole business or customer base, or > 25 end users.	Whole branch, department or 5-25 end users.	Single customer/supplier, or < 5 end users.
<b>Impact</b> Impact is a measure of the degree to which users are affected.	An incident causing affected users to be unable to perform their normal job.	An incident causing affected users ability to perform their normal job to be significantly reduced.	All service requests, an incident causing a minor annoyance, or a workaround exists for affected users.

### Priority:

The urgency with which the ticket is handled. Tickets are logged as either Urgent (Priority 1 and 2) or Standard (Priority 3 and 4), normally based on the severity and impact as defined in the table below:

	High Severity	Medium Severity	Low Severity
High Impact	1	2	2
Medium Impact	2	3	3
Low Impact	3	3	4

## Resolution:

For the purposes of SLA calculations, resolution is defined as the sooner of either:

- The problem is fixed, or
- A workaround is provided that enables the affected user(s) to substantially perform their normal job.

## 2.2. Support SLA Action Time Guarantees

The Support SLA Action Time Guarantees in the following tables set out the committed time frames and targets.

	Standard Hours Action Time	After Hours Action Time	Target %
<b>Urgent P1</b>			
Response	15 minutes	1 hour	100%
Resolution	2 hours	4 hours	100%
<b>Urgent P2</b>			
Response	30 minutes	2 hours	95%
Resolution	4 hours	8 hours	95%
<b>Standard P3</b>			
Response	4 hours		90%
Resolution	2 business days		90%
<b>Standard P4</b>			
Response	4 hours		85%
Resolution	5 business days		85%

### Standard Hours of Operation

The standard hours of operation for each First Focus Service Desk Pod is 6:00am to 9:00pm AEST (or AEDT when applicable), Monday to Friday (excluding national public holidays). Outside these hours all services are handled by the After Hours team.

### Urgent Tickets (Priority 1 and 2): 24 x 7

Technical Support for Urgent Tickets is available at all times by phoning the Service Desk.

### Remote Support for Standard Tickets (Priority 3 and 4): Standard Hours

Remote Technical Support for Standard Tickets is also available at all times, however the SLA Action Time Guarantee applies only during our Standard Hours of Operation.

### Onsite Support for Standard Tickets (Priority 3 and 4): 8:00am to 6:00pm Local Time

Onsite Technical Support for Standard Tickets is available during local Business Hours (8:00am to 6:00pm) where the user or site is located. Onsite SLA's will apply only to sites covered by a relevant Service Item, otherwise onsite support responses will be best effort. If a non-SLA site requires an onsite presence to resolve an issue, resolution SLAs may not apply. Onsite work for regional sites without local First Focus staff have an Action Time target of an additional 2 Business Days.

## 2.3. Logging Tickets

In order for an SLA to apply, Tickets must be logged in accordance with the procedure outlined herein. There are several ways Customers can log, update or request information about a ticket with First Focus.

- By phone to First Focus Service Desk
- By using the F-Connect desktop agent or web portal
- By email to support@firstfocus.com.au (These emails go to all staff on the help desk and are answered by the first available engineer). Any technical correspondence with First Focus should be sent to, or copied to, this address

### Enterprise Flex or Total Support with Service Customisation Bundle only:

- Optional Service: First Focus may establish a custom support email address, a dedicated 1300 number and a customized IVR for the customer's employees.
  - The phone will be answered without reference to First Focus, e.g. "IT support, this is Alex, how can I help you?"
  - The IVR will be professionally recorded based on the customer's script, including up to 9 options

Note that urgent tickets **must** be logged via phone to the Service Desk. A ticket logged via email or portal will be treated as having a Standard priority (P3 or P4).

Where a ticket is not logged correctly by the Customer, the Customer agrees that the service requested may not be delivered, and that the Service Level Agreement does not apply.

## 2.4. Urgent Escalations

Customers may request any standard ticket to be escalated to an Urgent Priority. These escalations are generally used for special circumstances or VIP end users where a higher level of support is required. Charges may be applicable depending on the level of inclusions in the support plan.

## 2.5. Support SLA Breach Penalties

First Focus guarantees our Action Times by offering credits if an SLA level is breached. SLA Breach Penalties are paid only where a customer logs more than 20 tickets in a month and are applied to each ticket that breaches SLA past the Target SLA percentage. Credits are applied to the following Month's service fees, and all credits are cumulative, up to the maximum "Amount at Risk".



1 Credit = 1 hour of "Business hours" Standard Support Time at Current T&M Rates.

### Credits Provided

SLA Breach Credits	
<b>Urgent P1 or P2</b>	
Response	0.5
Resolution	1
<b>Standard P3 or P4</b>	
Response	0
Resolution	0.5

# 3. MANAGED SERVICE SLA

This Managed Service SLA applies to any Managed Service Items, as defined in Section 4 of the Service Catalogue.

## 3.1. Definitions

First Focus guarantees the minimum availability targets outlined in the tables below for Managed Service Items, subject to financial penalty for non-compliance.

Service Level Availability is described as follows:

- Where a Statement of Work sets out multiple Managed Service Items, Availability of those Service Items will be measured separately, and Service Level Credits will be calculated upon the monthly fee of the affected Managed Service Item.
- Availability is measured by First Focus' monitoring tools.
- Premium SLAs are applicable where the Customer has purchased a Service Item that adds redundancy to the standard Service Item (e.g. secondary WAN link for a site, Disaster Recovery for CloudCOMPUTE). The SLA is only considered to have breached when both the primary and secondary services are unavailable.

## 3.2. Managed Service SLA Availability Targets

### 3.2.1. Standard Managed Service SLA

If availability of customer's Managed Service is less than 99.90% in any month, First Focus will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Managed Service Item (or items) as itemised in the relevant Statement of Work. Note that the affected Service Item(s) may be only a subset of the Managed services purchased by the Customer from First Focus.

<b>SLA Level</b>	<b>Standard</b>	
	99.9% Uptime	
<b>SLA Amount at Risk</b>	25% of affected Service Item	
<b>Monthly SLA Rebates</b>	<b>Month's Availability</b>	<b>Month's Credit</b>
	99.90% to 100%	0% (up to 43 minutes)
	99.70% to 99.89%	10% (up to 2 hours)
	99.00% to 99.69%	15% (up to 7 hours)
	95.00% to 98.99%	20% (up to 36 hours)
	0.00% to 94.99%	25% (more than 36 hours)

### 3.2.2. Premium Managed Service SLA

If availability of customer's Managed Service is less than 99.98% in any month, First Focus will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Managed Service Item (or Items) as itemised in the relevant Statement of Work. Note that the affected Service Item(s) may be only a subset of the Managed services purchased by the Customer from First Focus.

<b>SLA Level</b>	<b>Premium</b>	
	99.98% Uptime (approx. 9 Min/Month downtime)	
<b>SLA Amount at Risk</b>	50% of affected Service Item	
<b>Monthly SLA Rebates</b>	<b>Month's Availability</b>	<b>Month's Credit</b>
	99.98% to 100%	0% (up to 9 minutes)
	99.90% to 99.97%	10% (up to 43 minutes)
	99.70% to 99.89%	20% (up to 2 hours)
	99.00% to 99.69%	30% (up to 7 hours)
	95.00% to 98.99%	40% (up to 36 hours)
	0.00% to 94.99%	50% (more than 36 hours)

## 4. SERVICE LEVEL BREACHES

### 4.1. Service Level Credits

In addition to any conditions described in this Agreement, in order to receive a Service Level Credit for a breach of an SLA the Customer must notify First Focus in writing, specifying the date(s) and time(s) of the Service Level Breach, and a description of the Service Level Breach. Notifications must be received by First Focus within 30 days of the Service Level Breach. If the Service Level Breach is confirmed by First Focus, any applicable Service Level Credit will be applied to the customer's next service invoice.

Service Level Credits are cumulative up to a maximum equal to the Amount At Risk. Unless otherwise specified in the Proposal, the maximum Amount at Risk is 20% of the Base Fee.

### 4.2. Substantial Failure

If First Focus Substantially fails to meet the Service Levels described in this Agreement, two or more months in any rolling three-month period or three or more months in any rolling six-month period, then First Focus shall at the customer's request:

- Investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem, including performing a Root Cause Analysis of the problem;
- Advise the Customer of the status of remedial efforts being undertaken with respect to such problem;
- Minimize the impact of and correct the problem and begin meeting the Service Level;
- Take appropriate preventive measures so that the problem does not recur.

For the avoidance of doubt a Substantial failure means:

- For Support Service Items a month in which more than 25% of tickets result in a Service Level Breach, and;
- For Managed Service Items, a month where the average Availability of all Managed Service Items was less than 95%.

### 4.3. Service Level Exceptions

Unless otherwise set out in this Agreement, the Customer shall not receive Service Level Credits under this Agreement in connection with any failure or deficiency of Availability caused by or associated with;

- Access to the Service being suspended due to actual or supposed violation of First Focus's Acceptable Use Policy.
- Access to the Service being suspended due to late payments for any of the Service Items.
- Reasonable after-hours scheduled maintenance windows, where the customer is informed with reasonable notice.
- Any failure or malfunction of Customer Equipment, or any computer software or power supply managed by the Customer or at the Customer's premises
- An act or an omission by the customer or a person under the Customer's direction or control (other than if the act or omission is at the direction of First Focus);
- The occurrence of a Force Majeure Event.





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