



# URSYS

## SERVICE LEVEL AGREEMENT

**Background**

The purpose of this Service Level Agreement (“SLA”) is to explain the Service Level commitment from URSYS Pty Limited (“URSYS”) to Customer. The SLA is intended to explain how URSYS will meet the requirements of Customer and support the delivery of the contracted service. Please read this document thoroughly and contact URSYS if there is anything in this SLA that you do not understand.

**1. Services Covered**

The services covered by the SLA include satellite networks, connection tails and network services provided by URSYS. The SLA does not apply to services provided by others which URSYS may be monitoring or managing. The specific services to which the SLA applies is set out in the Client’s Customer Acceptance and Purchase Order (“CAPO”)

**1.1 Term of Agreement**

The term of this Service Level Agreement is specified by the associated CAPO and URSYS Contract Terms and Conditions

**2. Provisioning**

URSYS specialises in regional and remote area communications and many installations are in locations for which travel and equipment delivery require long lead times. For provisioning of services URSYS defines two dates:

- Scheduled Delivery Date
- Committed Delivery Date

The Scheduled Delivery Date is the earliest date that installation and commissioning can take place. It takes into account site preparation, delivery of equipment, travel to site by the installer and Client’s preparedness for service commissioning. Scheduled delivery dates depend on the type of service being installed and the site location.

The Committed Delivery Date is the date that URSYS guarantees installation. The Committed Delivery Date allows that the Scheduled Delivery Date may have not been met because of:

- Equipment Delivery Delays
- Installer travel delays
- Weather
- Site preparation

URSYS guarantees provisioning by the Committed Delivery date except for reasons of:

- Variation of installation Order by Client prior to installed date
- Adverse weather
- Failure of scheduled transport services
- Loss of equipment in transit
- Failure of site preparation managed by Client
- Failure of communications installations where these are performed by a third party
- Non-suitability of site, where prior site survey has not been conducted
- Denial of access to site by site controller
- Industrial or public disruption affecting general business activity
- Lack of stable site power at the site on the day of installation.

In the event that URSYS staff or contractors are delayed for any of the above reasons and the CLIENT requests that our installation or service staff to remain on-site until the delay is rectified then a Stand-Down rate of \$150.00 per hour per man shall apply for each hour our staff are asked to wait on site.

**3. Core Network**

The Client Core Network is defined as the network infrastructure upon which all sites depend. Failure in Core Network operation is indicated by loss of connection by all Customer sites. In general the Core Network includes:

- The overall carrier network, eg a satellite service
- The tail connection to the Customer Head End site
- The Head End gateway router or connection concentrator

The Core Network does not include tail connections or premises equipment at individual sites. URSYS guaranties a level of uptime operation and restoration time for the Core Network.

**4. Tail Connections**

Tail Connections are defined as the connection to an individual client site plus URSYS supplied premises equipment upon which that site depends. URSYS guaranties a level of uptime operation for Tail Connections. The uptime level depends on the type of Tail Connection provided.

**5. Standard Maintenance Service**

URSYS provides a Standard Maintenance Service for URSYS supplied devices. System Maintenance is to ensure the device continues to function according to its specification and configuration. System Maintenance includes initial configuration of the system as specified by the client, subsequent configuration applicable to the initial network architecture and system upgrades and releases applicable to the initial network architecture. Configuration and system upgrades required to modify the initially installed network architecture or core functionality, may be charged for.

System Maintenance is constrained by the limitations in functionality of the specific installed device. If a system upgrade or requested change in functionality requires an upgrade or replacement of an installed device this will be charged for.

Standard System Maintenance does not include hardware replacement. Failed hardware items will be repaired or replaced at a quoted charge.

**6. Comprehensive Maintenance Service**

URSYS offers a Comprehensive Maintenance Service. This service includes a Standard Maintenance Service plus advance replacement of failed hardware. URSYS guaranties to ship a functionally equivalent replacement item by the specified time. Shipment is by TNT Overnight First Class to the Customer site or the nearest TNT delivery point.

**Return of Failed Items**

Where an item has been replaced under a Comprehensive Maintenance service the failed item must be returned to URSYS within 10 days. Return shipping is Client's responsibility. Failure to return the item within 10 days results in liability of Client to pay for the replacement item in full.

**7. Support Service**

URSYS provides a Support Service from 8am to 6pm AEST on NSW business days. The Support Service provides Client with the facility to:

- Report outages of malfunction of items under maintenance
- Request configuration changes for items under maintenance
- Inquire about the operation of items under maintenance
- Refer any aspect of network operation to URSYS for consideration

System Maintenance services provide unlimited access to the Support Service, via telephone or email.

Support requests can be via:

Telephone	1300 139713
Email	<a href="mailto:support@busibox.com.au">support@busibox.com.au</a>
On-line	<a href="http://support.busibox.com.au">support.busibox.com.au</a>

**7.1 Technical Contact**

The CLIENT is responsible for providing a main technical contact person to URSYS. This contact person will receive all correspondence from our Support Tracking System. Any configuration change which is needed to be made on any URSYS product or service must be authorized by the nominated the CLIENT contact person. The CLIENT must notify URSYS in writing when the technical contact changes. The Nominated Technical Contact will also be notified of scheduled or unscheduled major outages.

**8. Extended Hours Support**

URSYS provides an Extended Hours Support Service for critical outages. Critical outages are defined as:

- Failure in the Core Network
- Failure in the tail connection or URSYS site equipment at a client site such that the site

cannot reach its designated Head End gateway

For items covered by Extended Support, Critical Outages can be reported to URSYS 24 hours per day, 7 days per week. Response time to critical outages during extended hours is 2 hours. Faults not defined as critical by this SLA will be referred to the URSYS Support Service for response during the next period of normal hours operation.

An After-Hours call-out fee of \$360 is payable for the first hour of any out-of-hours call for service that is outside the scope of this standard Comprehensive Service Agreement. Subsequent charges after the first hour of After-Hours support are charged at \$150 per hour.

Where restoration of a critical outage relies on response by a third party URSYS does not guaranty the response period.

**9. Support for Third Party Services**

URSYS provides support for designated third party services. Support for these services is only offered during normal support hours and URSYS cannot guaranty a response time from the service provider. URSYS will however track the service request and represent Client’s position until the service is rectified.

**10. Response Time**

Response time is defined as the time required to commence working on a response to the outage or support request. Response time takes into account scheduling time, or in the case of Extended Hours operation, the time required for support personnel to be in a position to commence working on the problem.

**11. Time to Restore/Complete**

Target rime to complete a request or restore a service is defined as the time URSYS considers acceptable to complete the task. These times are based on actual performance of URSYS Support. Restoration and Completion times can be significantly lengthened by:

- Time required to contact personnel on site
- Time required to receive accurate details of fault
- Re-scheduling of required maintenance downtime
- Response required by third parties
- Requirement for equipment replacement

Support requests for re-configuration of a running system are not subject to a specific response time. URSYS may also require reconfiguration requests to be documented and certified by Client.

**12. Network Monitor and Performance Reports**

URSYS provides various means for Client to access network performance and usage reports. These include:

- Performance data from SkyWire and BusiBox appliances
- Performance data from BusiBox Pilot network monitor, where this has been purchased
- Performance data from backhaul network monitors

Performance data provided under the standard Maintenance Agreement is limited to that which is normally included in the network devices used. Additional performance data or reports may be provided at additional charge.

**13. General Terms and Conditions**

All services provided by URSYS are subject to the following terms and conditions:

1. SLAs, Support and Maintenance applies only to items provided by URSYS
2. SLAs, Support and Maintenance applies only where a Contract Acceptance and Purchase Order is current
3. Equipment replacement does not alter the duration of a current Service Agreement
4. Hardware replacement may be with an identical item or its nearest functional equivalent

5. Comprehensive Support hardware replacements are shipped via TNT Overnight Express First Class.
6. Return shipment of Advance Replacement within 10 days of receipt of replacement is Client's responsibility. Failure to return an item by the due date results in Client being liable to pay for the replacement in full.
7. Support Agreements are rendered void by the following:
  - a. Damage due to lightning, power surges or any other damage caused by failure of supplied power
  - b. Physical damage from any cause including dust, corrosion, immersion, excessive heat or poor handling
  - c. Loss of equipment or equipment components
  - d. Disassembling equipment unless so directed by URSYS
  - e. Alterations to equipment software in any way other than that provided for in the user configuration interface.
8. Support agreements are not transferable

### 15. Service Levels for Carrier Services

Service Levels for Carrier Services and Network devices is calculated as an annual percentage of full time operation. Uptime percentages do not include scheduled maintenance periods advertised in advance.

<b>Carrier Services</b>	<b>Telstra Satellite Services</b>	<b>NEWSAT Satellite Services</b>	<b>URSYS Satellite Services</b>	<b>URSYS Backhaul Connections</b>
Uptime Availability	99%	99.60%	99.70%	99.92%
Indicative Scheduled Installation Time	28 working days	14 days	14 days	28 days
Incident Response Time - normal hours	2 hours	30 mins	30 mins	30 mins
Critical Outage Response Time - extended hours	n/a	2 hours	2 hours	2 hours
Target time to restore - network failure - normal hours	12 hours	8 hours	8 hours	12 hours
Target time to restore - network failure - extended hours	Next Business Day	12 hours	12 hours	12 hours
Target time to restore - remote site failure	None guaranteed	5 days	5 days	-

### 16. Service Levels for General Support

<b>General Support Services</b>	
<b>Non Critical Requests</b>	
Response time - normal hours	2 hours
Escalation Period	none
Target time to complete	16 hours
<b>Critical Incidents</b>	
Response Time - Normal Hours	30 mins
Response time - Extended Hours	2 hours
Escalation Period	4 hours
Target time to complete	6 hours

### 17. Hardware Maintenance

<b>Hardware Maintenance - Advance Replacement</b>	
Initial Response Time	30 minutes
Advance Replacement Response Time	8 hours from receipt of client RA
Delivery	TNT 1st Class Overnight
Customer Return of Failed Item	10 days