

Inspire IT

Hosted Services

Additional General Terms and Conditions

1. SCOPE OF WORK

Inspire IT will provide hosted services including but not limited to servers, firewalls, networking and co-location of servers and communications equipment.

1.1. Response Times

Inspire IT agrees to respond to service calls logged by the Company within the timeframe specified in the support matrix in this document applicable to the priority assigned to the call, providing the call has been logged via the Inspire IT National Client Care Centre on 1300 727 393. Response times are during “hours of work” as defined in this agreement only. Response times are not time to fix.

1.2. 24 Hour Support

Should the Company need to have 24 hour support at any time, the Contractor agrees to make available a consultant to respond to any after hours calls. Such support is subject payment of the 24 hour support fees.

The relevant After Hours charges will apply for any after hours work performed.

1.3. Hours of Work

Work carried out under this agreement is during the following hours:

Helpdesk: 08:30 – 19:00 AEST Weekdays.
Emergency after hours support available via on-call paging service.

1.4. After Hours Work

After Hours work carried out under this agreement is during the following hours:

After Hours: 17:30 – 22:00 Scheduled as required at 1.5 times the applicable consultant’s fee.
Late Night: 22:00 – 08:30 Scheduled as required at 2 times the applicable consultant’s fee.
Weekend/Public Holiday: Scheduled as required at 2 times the applicable consultant’s fee.

1.5. Hosted Backups

Inspire IT provide the following backups as part of the hosted backup service.

Daily snapshot backups of virtual machines are taken as follows:

- Save point Count: 14 (Effectively 14 Days)
- Full Image Backup: Every 7 days
- Incremental Backup: 6 incremental Save points before performing a full backup

Snapshots are retained on tape as follows:

- Tape backup frequency: Weekly
- Tapes taken Offsite: Weekly
- Retention period of Tapes: 3 months

1.6. Recovery Objectives

The standard backup services provided as part of the hosted backup service are designed to accommodate the following recovery objectives:

Recovery Point Objective: The previous nightly backup.

Recovery Time Objective: 8 hours from commencement of restore.

Note: due to the complex nature of backups, some backups may not be successful. Inspire IT endeavours to rectify and rerun these failed backups as soon as practical after the failure. As a result the actual recovery point may be a prior successful backup.

1.7. DISASTER RECOVERY

No disaster recovery services are provided for as part of hosted services. Disaster recovery services can be obtained separately by purchasing a disaster recovery service.

Inspire IT is not liable for any program or data loss or damage arising directly or indirectly from the provision of the goods or services, however, will attempt with all due diligence to recover any data lost or repair any damage caused directly from their actions at no cost.

2. CHARGES FOR SERVICES

Charges for services are based on those services provisioned regardless of if the services are used. It is the customers responsibility to request provision and de-provision of services (if applicable) or utilise any self service facilities provided to provision or de-provision services themselves. Charges for services are invoiced in advance.

3. EXCLUSIONS

Any items not specifically mentioned in this agreement fall outside the scope of this agreement.

4. DATA

Where Inspire IT hosts your data, you may at any time request copies of this data, which Inspire IT will provide to you. Inspire IT may charge you costs associated with providing this data to you.

5. SERVICE LIMITATIONS

Emergency scheduled downtime may occur for security reasons. Due to their nature minimal notice may be given for such events. We endeavour to minimise such occurrences.

We endeavour to provide a reliable service of no more than 0.5% downtime (99.5% available) for non-redundant components of the Hosting Environment and no more than 0.1% downtime (99.9% available) for redundant components of the Hosting Environment. Redundant means a live, activated, running spare for a live, activated production item. 'Hosting Environment' means Hardware, Operating Systems, Application Services, Database Software, Networking and procedures that are in our exclusive control.

We endeavour to provide a service with no more than 1% Performance Degradation for the service. Performance Degradation means that the Hosting Environment is unable to provide timely response in providing the Hosting Service.

In the event of a failure of the Co-location Facility that prevents us from providing the Hosting Service, we will make reasonable commercial efforts to work with the providers of the Co-location Facility to find the cause, to notify you of the nature and cause of the failure, and to have the supplier(s) of the Co-location facility rectify the failure in a timely manner. Co-location facility means the site providing physical access and security, electrical power, fire prevention and retardation, air-conditioning to within specified hardware requirements of the Hosting Environment for the Service, and rack space sufficient to house the Hosting Environment, as supplied to us by third-party suppliers.

We will make reasonable commercial efforts to prevent security breaches in the Hosting environment that provides the Hosting Service in terms of local network, operating system, and hardware that is in our exclusive control. You will be responsible for any and all security for your particular application, data or services that are hosted with or transmitted from the Hosting Service.

We reserve the right to charge for all outbound or inbound VPN or other traffic.

The Hosting Service may not be used for issuing any unsolicited publicity or advertising material.

Information hosted using Hosted Services must be in accordance with the Broadcasting Services Act 1992 as amended (1999) with respect to Internet Censorship and proof-of-age requirements. We comply with the Internet Industry Codes of Practice. Accordingly, we may ask you to remove information from or cease transmitting information using the Hosting Service if instructed to do so by the Australian Broadcasting Association. This action is known as a "Take-Down Notice".

We reserve the right to request the removal of content from, and the cessation of transmittal of information using, the Hosting Service if that content or information is illegal or may threaten the continued operation of the Hosting Service.

6. SERVICE LEVEL AGREEMENT AND PENALTY CALCULATIONS

Inspire IT has a target for 99.5% availability of all hosted services. Where availability falls below this target, a penalty in the form of a rebate of the service fee for the affected service will apply.

Service levels are measured on a calendar monthly basis. Subject to the credit claim process set out below, Inspire IT will provide a credit for failure to deliver a service in accordance with a Service Level set out above.

The credit per fault will be a percentage set out in the table below of the recurring monthly charges that are payable by you in respect of the affected portion of the Services for the calendar month in which the Fault occurred:

Service Component	Credit Applicable			
	0%	5%	10%	15%
Virtual Machine	Less than 8 hours during a calendar month	Between 8 hours and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
Hosted DNS	Less than 8 hours during a calendar month	Between 8 hours and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
Internet to Hosted Services	Less than 8 hours during a calendar month	Between 8 hours and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
Power	Less than 8 hours during a calendar month	Between 8 hours and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month

In any one calendar month you are only entitled to a maximum credit of 25% for the month. Any Scheduled or Emergency Scheduled outages are excluded from service level calculations.

7. SERVICE CREDIT PROCESS

A credit will only be given where:

- i. You are current with your payments for all undisputed invoices rendered before the claim;
- ii. You have lodged with Inspire IT a claim for credit and provided Inspire IT with all evidence available to you to support such claim; and
- iii. Inspire IT has acknowledged to you responsibility for the fault.

- iv. Inspire IT will make an acknowledgement to you within 7 days of your lodging a claim and shall provide reasons to you if, for any reason, it denies liability for the fault or failure. If you disagree with Inspire IT's denial of a claim, you shall be entitled to exercise the dispute resolution procedures described in the Master Service Agreement.
- v. Claims must be lodged with Inspire IT within 30 days of the end of the month to which the claim relates.
- vi. Claims where Inspire IT has accepted responsibility will be applied to your billing during the month following Inspire IT's acknowledgement of responsibility for the fault.