



## Maintenance and Service Level Agreement (SLA)

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Between: **IPTelco Pty Ltd**  
ABN: 70 152 601 628  
123 Eagle Street, Brisbane QLD 4000

And:

Agreement No.:

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# Agreement Documents

The following documents constitute this agreement in its entirety:

- Maintenance & Service Level Agreement General Terms & Conditions (This document)

IPTELCO Pty Ltd agrees to provide and the customer agrees to accept this "Full Maintenance and Service Level Agreement" provided by IPTelco for the equipment ("the equipment") described in the **Equipment Schedule** annexed hereto on the terms and conditions contained in this agreement.

## DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

In this agreement otherwise indicated by the context or subject matter the following terms have the following meanings:

"Full Maintenance and Service Level Agreement" covers the hardware or equipment purchased and detailed under the Equipment Schedule attached and covers the human resources required for servicing of equipment, and stipulates the levels of response, and the frequency covered under the Full Maintenance and Service Level Agreement.

"Commencement Date" means the date of execution of agreement by IPTelco Pty Ltd as inserted in the schedule;

"Equipment" means the equipment described in the attached Equipment Schedule;

"Period" means the working day period during which maintenance will be provided being between 8.30am and 5.00pm Mondays to Fridays inclusive but excluding public holidays observed at the site where the equipment is installed or such other period as provided for in the schedule;

"Response time" means the time within which IPTelco shall respond to the customer's fault reporting call, response times are noted in the SLA in section 4.

"Site" means the location of equipment as specified in the Location Schedule.

"Remote Access" means an IPTelco Technician to dial in, VPN in or gain access remotely for the purposes to alter, administrate, or fault find.

### 1.2 INTERPRETATION

In this agreement except to the extent that the context otherwise requires:

Words imparting the singular include the plural and vice versa and words importing a gender include other genders;

Where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that words or phrase have corresponding meanings;

A reference to a party to this agreement or any other document or agreement includes its successor and permitted assigns;

Paragraph headings are for reference purposes only and shall not affect the interpretation of this agreement.

## 2. TERM OF AGREEMENT

This agreement comes into effect on the commencement date and shall continue as specified in the Schedule so long as the contract sum remains paid up to date;

At the expiration of the term as contemplated by clause 9 hereof, this agreement will continue subject to the terms and conditions contained herein for further successive terms of quarterly intervals as defined in the Schedule or until terminated by either party in accordance with clause 9 of this agreement.

## 3. FULL MAINTENANCE & SERVICE LEVEL AGREEMENT

Only Active telephony equipment specified in the equipment schedule herein which has been subject to prior or ongoing maintenance agreements, or subject to an inspection carried out by IPTelco certified technicians prior to the signing of a Full Maintenance & Service Level Agreement.

Subject to, and in consideration for payment of the maintenance charge specified in clause 8 hereof, IPTelco shall, during the Agreement period, perform the service outlined herein for the equipment as described in the Equipment Schedule at the site(s) specified in the Location Schedule. Supply service required to maintain the equipment according to its specifications;

### 3.1. Qualified Staff

Dispatch certified technicians to the site to perform any necessary repairs, unless IPTelco is able to perform the repairs or rectify the faults by remote access;

### 3.2. Advanced Replacement

Replacement of like or similar equipment as outlined in the Equipment Schedule, in the event of failure due to general wear, tear or component failure, during or outside the manufacturer's warranty.

### 3.3. Unlimited Tier 1, Tier 2 & Tier 3 Help Desk Support

**Tier 1 Telephone Help Desk Support:** Provide, via telephone, first level support on basic usability and basic functionality, as described in product documentation. IPTelco Help Desk Support does not cover inquiries on general application consulting or training or changes that require remote accessing of the customers equipment. The determination of the nature of your query for these purposes will be made by our technical support consultants.

**Tier 2 Remote Help Desk Support:** Provide second level telephone and remote access support on the following IPTelco product areas: installation, upgrade assistance, basic usability and basic functionality, as described in product documentation and includes any changes to customer Data such as Hunt Groups, Name Displays, Voicemail Access, Extension Swapping etc. not requiring on site attendance.

**Tier 3 Remote Help Desk Support:** IPTelco with the distributor or manufacturer regarding any hardware or software issues affecting the performance of the equipment covered in this agreement.

### 3.4. Preventative Maintenance

Provide monthly Service Calls of no more than one hour duration to site(s) listed in the Location schedule, within this agreement for the purpose to perform any of the following services including additional addons, moves and changes, upgrade the firmware, alter or repair the configuration of the system.

### 3.5. Customer Fault Reporting

Customer is to e-mail fault through to [support@iptelco.com.au](mailto:support@iptelco.com.au). IPTelco shall use its best endeavors to respond within the response time designated in section 4.

### 3.6. Disaster Recovery

Provide off site back up of the systems configuration files. This back up will be updated following any change to the configuration of the system performed by IPTelco.

### 3.7. Free Software Upgrades:

Full Maintenance & Service Level Agreement covers upgrades without charge of Manufactures software if such upgrades become available during the term of your agreement and can be performed remotely. Any other software upgrades will require purchase through IPTELCO suppliers. IPTelco does not warrant that there will be any Manufactures upgrades to the software during the agreement term, nor does it warrant any software provided during this period but will make the best endeavors to support these upgrades; however, IPTelco reserves the right to roll back or withdraw the software upgrade during the agreement term. If software upgrades are required onsite a service charge is applicable. If After hours service is required afterhours service charges are applicable.

### 3.8. Emergency Equipment:

In cases of emergency such as those described in Clause 5(g) herein, IPTelco will endeavor to provide a temporary replacement of the equipment until such time as repairs can be carried out or new parts can be supplied. At no time will the cost be borne by IPTelco and the customer agrees to pay IPTelco all reasonable costs related to the installation, servicing, repair and rental of any such equipment and indemnify IPTelco against any loss or damage of the temporary equipment howsoever caused.

## 4. SLA and RESPONSE TIMES

In the case of a fault or critical outage it is the client's responsibility to notify IPTelco of the fault/issue. When logging a fault with the Support Desk the category of the fault must be logged and the corresponding response will be initiated;

Category	Level	Response
1	Critical	2 hour response to request
2	Premium	4 hour response to request
3	Standard	24 hours

"Critical fault" generally means any fault effecting more than 80% of connected users and/or lines but can be varied to include other conditions to be agreed to between the parties.

"Premium" generally means any fault effecting more than 50% of connected users and/or lines.

"Standard" generally means any fault effecting less than 50% of connected users and/or lines

Initials: \_\_\_\_\_

## 5. EXCLUDED ITEMS

IPTelco 'Full Maintenance and Service Level Agreement' does not include the following items within the 'Response Time':

- a) Service connected with relocation of the equipment, and the addition or removal of accessories, attachments and other devices;
- b) Service connected with identifying and rectifying faults with Network Service Provider services. (E.g. Telstra);
- c) Repair of Equipment Shown to be faulty prior to the commencement of this agreement;
- d) Passive Infrastructure, such as wiring, and MDF.
- e) Repair of any equipment not specified in the schedule;
- f) Repair of any malfunction or damage whatsoever, caused in IPTelco opinion, by incorrect operation of the equipment or from the customers (or its servants or agents) misuse of the equipment or failure to observe and operate the equipment in accordance with IPTelco or manufacturers published written instructions, or by the customers failure to perform its obligations pursuant to clause 8 hereof;
- g) Repair of any malfunction or damage whatsoever, including, but without limiting the indemnity of the foregoing, damage to the equipment caused by war, lightning strike, power fluctuation, fire, flood or any act of God.
- h) Any third party device such as headsets, cordless phones, answering machines etc.

## 6. ADDITIONAL SERVICES

Subject to the applicable IPTelco customer service centre being able to comply with such a request, IPTelco may, in its absolute discretion, provide the following additional services to the customer in return for additional charges:

- a) After hours service;
- b) Cable services;
- c) Traffic studies, network management and planning;
- d) Facilities management
- e) On site spares
- f) Technical training for customer staff
- g) User operator training;

## 7. FEES AND PAYMENT METHODS

In consideration for the Full Maintenance and Service Level Agreement provided hereunder the customer shall pay to IPTelco the Full Maintenance and Service Level Agreement fee specified in the 'Price Schedule',

- a) In relation to the Full Maintenance & Service Level Agreement the fee will be invoiced and is payable utilizing one of the following payment methods:
  - I. Monthly in advance and payment can be made by Direct Debit or Credit Card.
  - II. Annually in advance and payment can be made by Direct Debit or Credit Card
- b) The customer agrees to pay to IPTelco any additional fees as specified in the 'Price Schedule' and as varied from time to time, for any service provided outside the agreement. Such additional fees will be invoiced separately;
- c) All fees payable to IPTelco by the customer pursuant to this agreement shall be paid within 14 days of the date of invoice. If the customer defaults in payment by the due date, IPTelco Pty Ltd shall have the right to charge a late payment fee at the rate of 2.5% per month on the unpaid balance from the due date of payment and the customer agrees to IPTelco such late payment fees;
- d) The customer acknowledges that IPTelco shall be entitled to vary the fees for service upon the following basis:
- e) Monthly and Annual fees by giving the customer 30 days prior written notice of the proposed increase, such increase will then apply from the next billing period.
- f) IPTelco will charge, and the customer agrees to pay, travel and living expenses for maintenance carried out on equipment installed at a site more than 60 kilometers from the nearest state capital GPO or the nearest IPTelco customer service centre;
- g) Any other costs, charges or fees payable to IPTelco by the Customer pursuant to this agreement shall be invoiced by IPTelco to the Customer and the Customer shall pay within 14 days of the date of the invoice otherwise a late payment charge will apply in accordance with the provisions of Clause 7 hereof;
- h) The obligations of the Customer pursuant to this Clause 7 will remain in force and effect after the Termination of this Agreement for whatever reason and shall not be deemed to have been waived, merged or extinguished upon such termination.

## 8. CUSTOMER'S RESPONSIBILITIES

During this agreement, the customer shall:

Allow IPTelco, its servants and agents, full free and safe access to the equipment and all relevant documentation to permit IPTelco to fulfill its obligations pursuant to this agreement; where possible this should include standard VPN access if available. Immediately notify IPTelco of any malfunction of the equipment;

Operate the equipment in the manner for which it is designed and maintained. To the best of its ability, maintain the appropriate operational conditions as specified by IPTelco for the equipment; Provide adequate on-site facilities to enable IPTelco to fulfill its obligations pursuant to this agreement;

Not, without the prior written consent of IPTelco, allow any adjustments, malfunctions, alterations, repairs or servicing to the equipment to be carried out by persons other than those authorised by IPTelco;

Not, without the prior written consent of IPTelco, move, alter, modify, add to, detach from the equipment any other items.

The Customer acknowledges that if IPTelco consent is given pursuant to the sub-clause, IPTelco is entitled to revise the maintenance fee as a consequence of giving its consent.

## 9. TERMINATION AND EXTENSION

If either party ceases to perform or fails to comply with any of the terms and conditions of this agreement and such failure is not remedied within 90 days of receipt of written notice thereof then the other party shall have the right to terminate this agreement without further liability;

IPTelco may terminate this agreement at any time if it is of the opinion that the equipment is no longer capable of being economically maintained in proper working order and has so advised the Customer in writing.

Not less than 30 days prior to the expiration of the term of this agreement, or any extension thereof, the Customer shall give notice of its intention to terminate such agreement.

If no such notice is received, IPTelco will continue to provide cover on the same terms and conditions of the original agreement including its right to vary charges in accordance with clause 7 of the agreement.

## 10. CUSTOMERS WARRANTY

The customer warrants that as at the commencement date the equipment described in the schedule is in good working condition and fully operational. The customer acknowledges that his warranty extends to any other additional equipment items added to the schedule during the term of this agreement.

## 11. ASSIGNMENT

The customer shall not assign, transfer or otherwise dispose of its rights or obligations under this agreement to any other person, firm or company other than with prior written consent of IPTelco.

## 12. WAIVER

Any failure by IPTelco to require strict performance by the customer or any waiver by IPTelco of any provision herein shall not be construed as a consent or waiver of any other breach of the same or of any other provision.

## 13. SEVERABILITY

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, but is capable of being read down then it will be so read down to the extent necessary to render it binding and enforceable. If it is not required, the whole provision shall thereupon be severed and the remainder of this agreement shall otherwise remain in full force and effect.

## 14. ENTIRE AGREEMENT

This agreement and schedule incorporated herein constitutes the whole of the agreement and understanding between IPTelco and the customer. Any additions or modifications hereto shall be made in writing and shall only be effective if signed by the duly authorized signatories of the parties.

## 15. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the laws of the State of Queensland.

Initials: \_\_\_\_\_

**16. SPECIAL CONDITIONS**

Set out below are any Special Conditions varying other terms, conditions or descriptions listed elsewhere in this Agreement.

**Exclusions**

No DECT or Wireless Handsets included in this agreement.  
 No Corded or Wireless Headsets included in this agreement.  
 No PC's or hardware included in maintenance contract. PC malfunction of agent's main package not included.  
 Customers Servers and reloading of software in server maintenance or changing not included  
 Headsets not included in maintenance agreement, however, are covered by 2 year warranties  
 All equipment must be inspected before a Contract is accepted by IPTelco Pty Ltd.

**17. LOCATION SCHEDULE**

Sites or Locations covered under the Service Level Agreement are:

<b>Number of Sites Covered by this Agreement:</b>	
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<b>Site Number:</b>			
Site Address:			
Contact Name:		Position:	
Phone Number:		Fax Number:	
Mobile Number:		Email Address:	

**18. PRICE SCHEDULE**

Full Maintenance and Service Level Agreement Fee Table:

<b>ACTIVE SEATS</b> (Handsets / Consoles)	<b>INVESTMENT</b> (\$/month/per seat)
1 > 49	\$ 5.00
50 > 59	\$ 4.50
60 > 69	\$ 4.00
70 > 99	\$ 3.50
100 > 149	\$ 3.00
150 +	\$ 2.50

**19. PAYMENT & OTHER FEES**

The Maintenance Fee will be invoiced as a monthly subscription on your IPTelco phone account. Monthly account invoices as issued on the first day of the month.

**After Hours Fees & Charges**

A callout fee and hourly rate will apply for any additional or after hours callouts required. The charges for these callouts are as follows:

- I. Callout including 1st hour labour \$120.00 (Ex. GST) for every half hour thereafter. \$60.00 (Ex. GST)
- II. For remote programming \$60.00 (Ex. GST) per half hour block



**22. SIGNATURES**

**SIGNED** for and on behalf of -----

Authorised Signatory -----

Name of Authorised Signatory-----  
(print)

Date -----

**SIGNED** for and on behalf of IPTelco :

Authorised Signatory -----

Name of Authorised Signatory-----  
(print)

Date -----