

Data Center Operations

Service Levels

Consulting Cloud Preview

## DOCUMENT CONTROL SHEET

### Schedule/Exhibit Amendment Control Sheet

Revision No	Author	Sign-off Date	Date of Effect	Nature of Amendment

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# Service Levels and Performance

## 1 Basic obligation

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Supplier must deliver the Critical Deliverables and meet or exceed the Service Level Targets and manage and maintain the quality and performance of personnel providing the Services.

## 2 Definitions

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The following words have these meanings in this schedule:

**At Risk Amount** means twenty percent (20%) of the monthly Charges. The monthly Charges do not include Service Level Credits.

**Business Day** means Monday to Friday, less any gazetted public holidays in Melbourne, Victoria.

**Business Hours** means hours between 9 am and 5 pm on a Business Day. Business Hours need not occur within one Business Day, for example 4 Business Hours beginning at 3pm Friday will complete on 11 am Monday.

**Critical Deliverables** means the critical deliverables identified in this schedule.

**Performance Reports** has the meaning set out in clause 3.1.

**Points** means the points allocated to a Service Level Default and the failure to achieve a Critical Deliverable.

**Service Level** means a service level identified in this schedule.

**Service Level Credit** means the amount payable by Supplier to Customer X (or set off against monthly Charges) to reflect Service Level Defaults, calculated in accordance with clause 4.2 of this schedule.

**Service Level Default** means failing to meet the relevant Service Level Target for a Service Level and failing to achieve Critical Deliverables.

**Service Level Target** means the desired level of performance for a Service Level, as set out in this schedule.

**Severity Levels** for each of the Core and Non-Core/On Line Systems are contained in attachment 1 to this schedule.

### 3 Reporting

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#### Performance Reports

- 3.1 From the Commencement Date or as otherwise required by Customer X, Supplier must provide to Customer X by the 7th day of each month:
- (a) a Service Level report; and
  - (b) a Critical Deliverables report.

Those reports, in any form Customer X may require from time to time, are collectively referred to as "**Performance Reports**". Performance Reports will include any Service Level Defaults, Service Level Credits for the previous month, current applicable Critical Deliverables, historical data (where available), cumulative averages and trend lines, and will identify any failure to meet delivery dates for any Critical Deliverable in the previous month.

#### Medium and Format

- 3.2 Supplier must provide Performance Reports in:
- (a) hard copy; and
  - (b) soft-copy to be delivered by email to Customer X or to be published at a mutually agreed location on the Customer X intranet.
- 3.3 Supplier must provide the raw data and detailed supporting information for Performance Reports as requested by Customer X, in the medium and format as specified by Customer X from time to time.

#### Ownership of content

- 3.4 Performance Reports, raw data and detailed supporting information will be Customer X Confidential Information.

### 4 Service Level Credits

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- 4.1 In each monthly invoice Supplier must set-off Service Level Credits against the monthly Charges, or if no monthly Charges are payable, must pay them to Customer X in the month after they are incurred.

#### Calculation

- 4.2 Each Service Level Default attracts a number of Points. The total Service Level Credit for the month is then calculated as follows:

Points accrued in a month	Service Level Credit
0 to 100	0% of the monthly Charges