



## STATEMENT OF WORK MANAGED SERVICES

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## STATEMENT OF WORK - MANAGED SERVICES

This Statement of Work is subject to the Supplier's Master Terms and Conditions available [here](#).

This Statement of Work is open for acceptance by the Customer for 21 days from the date of issue of the Statement of Work. This Statement of Work must be signed by the Customer and returned to the Supplier in order to be accepted by the Customer.

Capitalized words that are not defined in this statement of work have the meaning given to them in the Master Terms and Conditions.

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### 1 Managed Services

Refer to Appendix 1 for details of the Managed IT Environment and Managed Services to be provided, and related details.

Summary: Managed Service Inclusions:

- IT operations management including performance monitoring.
- Monitoring and alerts
- Helpdesk with service levels
- Application support
- Security services
- Preventative care service
- Account management / reporting

### 2 Service Levels

Refer to Appendix 2 for details of the Service Levels.

Support hours (for purposes of services levels): 8:30am – 5pm

### 3 Pricing and payment

Managed Service	Monthly charges (ex GST)
As outlined in the attached proposal	

Out of Scope Pricing	\$135/hour – Out of Scope Project Work (Business Hours) \$220/hour - After Hours Project Work and Support
Payment	Monthly charges: Monthly in advance  Other charges: Monthly in arrears  Payment terms 30 days following date of invoice
Price increases	Pricing for Managed Services / Service Level may be increased by the Supplier on six weeks' notice in writing to the Customer, with no more than one increase in a 12-month period and with any increase to be not more than 7.5%

#### 4 Term

Commencement date:	Date of signing by both parties
Term:	Initial term: Month to Month  Renewal terms: Month to Month  Automatic renewal unless Customer notifies Supplier in writing not less than four weeks prior to expiration of initial term or current renewal term (as applicable).  Subject to early termination under Master Terms and Conditions

#### 5 In this statement of work:

**“Exception Factors”** means factors described in section 7 of Appendix 1;

**“Incident”** means an issue in respect of the Managed IT Environment;

**“Managed IT Environment”** means the customer’s IT environment or specified part of it that is managed by the Supplier under the Managed Service, as specified in section 2 of Appendix 1;

**“Managed Services”** means the managed services to be provided to the Customer, as described in section 3 of Appendix 1, as varied under Change Control (refer to section 2 of the Appendix);

**“Request for Assistance”** means a request for assistance made by the Customer that is not in connection with an Incident and is not service required as a result of an Exception Factor;

**“Service Levels”** means the service levels in section 5 of Appendix 2;

**“System”** means the Managed IT Environment or relevant part of it for the purposes of System Uptime (refer to section 6 of Appendix 1);

**“System Uptime”** means the System Uptime as specified in section 6 of Appendix 1.

## APPENDIX 1

### 1 Name of Managed Service

Managed IT Services and Support

### 2 Managed IT Environment

In scope:

- All managed server and desktop devices
- Managed Layer 7 Firewall (where installed)

Out of scope:

- Equipment that is not covered by warranty;
- Unmanaged server/desktop devices
- All or any part of any home networks;
- Equipment which is primarily for personal use (not for business purposes)

### 3 Managed Service Details

Managed Service	Managed Service Description
Infrastructure monitoring and alerting	Device status reporting
IT Support	Ticket resolution by the support team
Application support	Microsoft Office and core business applications
Maintenance and Optimization	Monthly endpoint security patching
Security Services (for example: firewall and antivirus services, log analytics, alerting, intrusion detection, threat analytics)	Managed Antivirus Managed DNS Protection Managed Layer 7 Firewall
Performance and Capacity Monitoring	High CPU, memory and disk space alerting
Data Restoration	Approved backup services only

#### 4 **Out of scope**

The following are out of scope for this Managed Service. Where services in relation to the following are provided by the Supplier, the services will be charged at the Supplier's standard hourly rates.

Out of scope:

- (a) services required to investigate, diagnose and/or provide a remedy in relation to Exception Factors (refer section 6 below);
- (b) Software Development and Website Development
- (c) Any work deemed outside of the day-to-day support of the user and device. This may include but is not limited to; application and data migration, significant software changes and equipment relocation.

#### 5 **Customer responsibilities**

- (a) Provide us with reasonable and timely access to your facilities, premises, information, equipment, personnel, network and data to enable to fulfil our obligations.
- (b) comply with our reasonable and lawful directions in relation to the service
- (c) Provide a safe working environment for our personnel
- (d) Comply with all laws, regulations, policies and guidelines (including any acceptable use policy that we inform you of) applicable to the service;
- (e) Ensure that any incumbent provider who is transitioning the service to us makes available the information, resources and facilities required by us to provide the service

#### 6 **Exception Factors**

The Supplier has no obligation to address or remedy an Incident where the Incident has arisen due to any of the following Exception Factors:

- (a) issues resulting from the Customer's use of infrastructure (including IaaS/PaaS), networks, devices, internet connections, software or services where the relevant infrastructure, network, device, software or service is not included in the Managed IT Environment;
- (b) the failure or poor performance of the Customer's power source and/or power supply;
- (c) any changes or modifications made to the Customer's operating system, environment or equipment except where made or approved by the Supplier;

- (d) the Customer not acting on a recommendation from the Supplier (given in writing) that additions, changes or updates to the Managed IT Environment are required in order for the System Uptime continue to be met;
- (e) any third-party act, omission or circumstance which results in unavailability of all or any part of the Managed IT Environment, whether malicious or not (other than where the third party is a subcontractor engaged by the Supplier) or any unauthorized access to the Managed IT Environment; or
- (f) a Force Majeure Event.

## APPENDIX 2

### SUPPORT & SERVICE LEVELS

#### 1 Service Requests

Service request logging procedure	Critical requests – call the service desk: 1300 110 393  All other requests – email: support@addictive.net.au
Telephone request hours	8:30am-5PM – After Hours service available at additional cost
Customer obligations	Provide end user details and a brief summary of the request

#### 2 Third party involvement

The Customer acknowledges that the Supplier may need to work with third parties for resolution of an Incident and the Customer agrees to the Supplier doing so, subject to the position on additional charges in section 3 below.

Customer's support agreements with other vendors: The Customer is required to maintain current support agreements with all relevant third parties. Where required to resolve an Incident, the Supplier will liaise with the Customer and either work with or hand over the Incident to the relevant third party. On handover, the timing in the Service Levels ceases to apply.

#### 3 Additional charges:

Requests for Assistance: the pricing for the Managed Service in part 5 (page 3) of the Statement of Work ('Pricing and Payment') includes support for Incidents. It does not include support services for Requests for Assistance and additional charges may apply for services provided in relation to Requests for Assistance. The Supplier will provide an estimate for services provided in relation to Requests for Assistance for approval by the Customer prior to proceeding.

Third party vendors or third party products/services: where the Supplier needs to involve the services of a third party vendor or to purchase a third party product or service for resolution of an Incident, an additional charge may apply. The Supplier will provide an estimate of these additional costs for approval by the Customer before incurring the cost, provided that the Customer will not unreasonably withhold approval.

#### 4 Exclusions



The support available under this Appendix does not include services for any issues in respect of Exception Factors, including any issues that in the Supplier's reasonable opinion are due to an Exception Factor.

The Supplier may, at its sole discretion, agree to provide assistance with resolving issues of the type described in this section 4 and if and when it does so, the Supplier accepts no responsibility for resolving the issue and the Service Levels in section 5 below do not apply. The Supplier may charge the Customer its standard rates for professional services for undertaking any work of the type described in this clause 4 regardless of whether or not the issue is resolved by that work.

## 5 Service Levels (SLAs)

Priority	Priority definition	Response time	Target remedy time
Priority 1 Critical	Entire business affected - no workaround	1 hour	4 hours
Priority 2 Serious	Entire business affected – workaround possible or single user with critical problem	4 hours	8 hours
Priority 3 Moderate	Single user affected – non critical	8 hours	3 days
Priority 4 Minor	Minor issues or non time-sensitive changes	8 hours	7 days

## 6 Service Level exclusions

Where any of the Exception Factors apply (see section 6 of Appendix 1), the Service Levels do not apply.