



**Secure Cloud**

**Service Level Agreement (SLA)**

Secure Internet Storage Solutions Pty Ltd

Suite 2305, 5 Lawson Street

SOUTHPORT QLD 4215

ABN: 57 118 851 700

ACN: 118 851 700

**Classification: Public**

# Document control

## Version history

Version	Author/ Contributors	Reviewer	Purpose/Comments	Date
1.0	Paul McIntyre	Grant McIntyre	Initial Version	01/02/2013
1.1	Paul McIntyre	David Penrose	Additions and Minor updates to terminology and definitions	05/06/2018
1.2	Paul McIntyre	Matt Ravenscroft	Minor updates to terminology and definitions	20/08/2022
1.3	Paul McIntyre	Paul Murray	Minor changes to internal terminology	21/12/2023

# 1 Purpose

This AppServe Secure Cloud Service Level Agreement (**SLA**) describes the terms and conditions that apply to Secure-ISS's Commitment in respect of the supply of Secure-ISS and AppServe Cloud services.

This SLA covers all aspects of customer service and your experience dealing with Secure-ISS's cloud support team . The terms and conditions outlined in this SLA are additional to, and must be read in conjunction with, the Terms and Conditions as set out on the Secure-ISS website <http://www.secure-iss.com/terms-conditions>. To the extent of any inconsistency between the terms in this SLA and the general terms set out in the Terms & Condition statement, the terms in this SLA prevail.

# 2 Scope of Services

For the avoidance of doubt, this SLA only covers AppServe Secure Cloud services. Defined terms are set out in Section 8 (Definitions).

# 3 Contacting Secure-ISS

Secure-ISS  
1300 769 460 (Int'l +61 7 5528 2373)  
Email: [support@secure-iss.com](mailto:support@secure-iss.com)

The AppServe Secure Cloud Support team is tasked with meeting the specific needs of Secure-ISS customers, offering a professional, personalised priority service. If there is anything in this SLA that you would like to discuss, please contact your Secure-ISS Client Manager or the AppServe Secure Cloud Support team.

Before contacting Secure-ISS about a fault, please ensure that the device connecting to the service(s) and your network connection is without fault. If you believe that the problem is with the AppServe Secure Cloud service, Secure-ISS's network and not a local problem, you must log the fault with the AppServe Secure Cloud Support team. Our preferred method of lodging a fault is via our service management solution via <https://secure-iss-appserve.au.4me.com/>.

Dedicated support engineers will ensure that your enquiry is handled in a knowledgeable and professional manner.

For urgent matters, a phone call should be made to our team after lodging the request. Where your call cannot be answered promptly, you will be presented with a call back option.

## 4 Notification of Planned and Emergency Maintenance

From time to time, it is necessary for Secure-ISS and its upstream providers to perform upgrades or maintenance on Secure-ISS national network and AppServe Secure Cloud infrastructure. Secure-ISS will use its best endeavours to provide notification of planned maintenance in accordance with the Planned Maintenance Notification Target set out in Section 5 via the Secure-ISS Operations Status page at <https://status.secure-iss.com/>, however Secure-ISS will have no liability to you where-by Secure-ISS fails to do so. You MUST subscribe to or visit this page for updates associated with service availability. Wherever possible, planned maintenance will be conducted outside Business Hours.

On occasions it may be necessary for Secure-ISS or its upstream providers to undertake emergency maintenance on Secure-ISS's Systems or Network(s) at short notice or in extreme cases with no notice. In circumstances where an emergency service interruption is required, Secure-ISS reserves the right to undertake the service interruption without notice. In such cases, Secure-ISS will use its best endeavours to notify you prior to any emergency service interruption in accordance with the Emergency Maintenance Notification Target set out in Section 5, but Secure-ISS will have no liability to you where Secure-ISS fails to do so.

In the case of unplanned maintenance or fault conditions, Secure-ISS will use its best efforts to notify you via the Secure-ISS Operations Status page.

## 5 Service Coverage and Reporting Windows

### 5.1 Service - Coverage Parameters

Coverage parameters specific to the service(s) outlined in this Agreement are as follows:

- Service Desk Management system: **24/ 7** (AEST)
  - Requests lodged via <https://secure-iss-appserve.au.4me.com/> can be received 24/ 7. The request will be acknowledged by the system with a reference number provided.
- Telephone support: **6:00 A.M. to 8:00 P.M. 5 Days/ Week** (AEST)
  - Calls received out of office hours will be forwarded to our on-call team member and best efforts will be made to answer the call, however there will be a backup answer phone service. Calls for assistance outside of hours will be returned within 1 hour. The call back will be acknowledgement and lodgement of the issue completed. There is no commitment to address the issue inside this timeframe. Response time definitions can be viewed in Section 5.2 below.
- Email support: **6:00 A.M. to 8:00 P.M. 5 Days/ Week** (AEST)
  - Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day;

Requests can be made on the office number **1300 769 460** or via email at **support@secure-iss.com**.

### 5.2 Response Time Definitions

In support of services outlined in this document, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames

Support Priority	Response Times Inside Coverage Parameter Timeframes	Response Times Outside Coverage Parameter Timeframes
<b>Critical Priority</b>	30 Minutes	2 Hours
<b>High Priority</b>	4 Hours	12 Hours
<b>Medium Priority</b>	Within 2 (two) working days	Within 2 (two) working days
<b>Low Priority</b>	Within 5 (five) working days	Within 5 (five) working days

### 5.3 Service Management – Definitions

In support of services delivered by Secure-ISS, the following is a guide to the Support Priorities.

Support Priority Definitions	
<b>Low priority</b>	Low priority – incidents relating to minor application defects or data loss.
<b>Medium priority</b>	Medium priority – incidents relating to partial loss of service which has a workaround in place.

<b>High priority</b>	High priority – incidents resulting in a complete loss of service as a result of a defect.
<b>Critical priority</b>	Critical priority – incidents resulting in a complete loss of service as a result of a defect with no workaround available.

## 5.4 Outage and Fault Reporting

<b>Fault Reporting and Response</b>	
<b>Fault Reporting Coverage Window</b>	24 hours a day, 7 days per week
<b>Response/Restore Coverage Window</b>	6:00AM to 8:00PM AEST on Business Days
<b>Technical Response Target</b>	4 Business Hours*
<b>Customer Fault Update Target</b>	2 Business Hours*

<b>Notification of Planned and Emergency Maintenance</b>	
<b>Planned Maintenance Notification Target</b>	3 Business Days
<b>Emergency Maintenance Notification Target</b>	1 Business Day
<b>Unplanned Fault Notification</b>	2 Business Hours*
<b>Customer Fault Update Target</b>	2 Business Hours*

## 6 SLA Service Schedule

Service Availability (AppServe Secure Cloud Services)	
Secure-ISS Cloud Service(s)	99.999%

\*Note: Service Availability for **Third-Party Cloud Services** is not guaranteed by Secure-ISS and not subject to the Service availability metrics nor rebates set out in this SLA.

Claims Qualification and Rebate (Business Cloud, Connectivity)
Secure-ISS provide an uptime guarantee as set out in the Service Availability metric. Subject to the terms of this SLA, you may receive a rebate of the applicable service fee for the period of any Downtime experienced.

Service Availability is the percentage of time that the applicable Secure-ISS Cloud service is available to you for the relevant Month. The Service Availability is calculated in accordance with the formula	
below:	
<b>Service</b>	<u>Total Hours for the Month – Downtime<sup>^</sup></u>
=	X 100
<b>Availability</b>	Total Hours for the Month

<sup>^</sup>Downtime starts when a fault with the affected Secure-ISS Cloud service is recorded by the Secure-ISS support team and ends when Secure-ISS determines that the period of unavailability of the Cloud service has ended.

### 6.1 Rebate Process

Where applicable and subject to the terms and conditions in this SLA, you may be eligible for a rebate where Secure-ISS's commitment to service availability made under this SLA is not met.

Where you believe that under this SLA you are entitled to claim a rebate you need to submit the rebate claim form (referenced in Section 9 of this document) via email to [ar@secure-iss.com](mailto:ar@secure-iss.com). The rebate email must set out the following information:

- Date/ Time of Outage
- Secure-ISS Services Impacted

- Description of Outage
- Impact to your business

When the rebate claim is validated by Secure-ISS, Secure-ISS will credit your account with the applicable rebate.

In order to receive a rebate from Secure-ISS, you must:

1. lodge the fault with Secure-ISS;
2. correctly complete and lodge a rebate claim form within the 30-day period after the fault was rectified;
3. satisfy Secure-ISS that none of the rebate exemptions in section 7.3 apply; and
4. provide any additional information required by Secure-ISS to validate your rebate claim.

**Subject to the terms of the SLA, you may receive a rebate of the applicable service fee for the period of any Downtime experienced.**

Rebates can be applied for as per the following points:

- a) from 99% to less than 99.999% availability: 25% of one months' Service Fees, relating to the impacted service instance; (Up to 2 hours downtime.)
- (b) from 97% to less than 99%: 50% of one months' Service Fees, relating to the impacted service instance (Between 2 – 6 hours downtime.)
- (c) less than 97%: 75% of one months' Service Fees, relating to the impacted service instance. (over 6 hours downtime)



## 7 Terms and Conditions

### 7.1 General

Secure-ISS sets minimum performance targets and Commitments for Service Availability and will provide you with a rebate when its Commitments for Service Availability are not met and you have completed the rebate process in section 6.1. You acknowledge that Secure-ISS do not warrant the availability of other characteristics of the Services or that any target response or restoration times will be met.

### 7.2 Rebate payments

Any rebate payable will be in the form of a credit to your relevant Secure-ISS customer account. Rebates are not redeemable for cash. Rebate payments can only be claimed once a Month.

### 7.3 Rebate exemptions

Secure-ISS may reject a rebate claim for any of the following reasons:

- 7.3.1. the rebate is not claimed in writing within 30 days of resolution of the Event, using the Secure-ISS Service Level Agreement Rebate Claim Form (section 9);
- 7.3.2. your company account is in default or arrears with Secure-ISS;
- 7.3.3. at any time during the Month in which the Event took place you have failed to pay any money to Secure-ISS as and when it was due;
- 7.3.4. failure by Secure-ISS to achieve the relevant service Commitment is caused directly or indirectly by, or arises from or in connection with:
  - 7.3.4.1. a Force Majeure Event;
  - 7.3.4.2. planned maintenance;
  - 7.3.4.3. scheduled emergency maintenance;
  - 7.3.4.4. your or your personnel's act or omission caused the Event;
  - 7.3.4.5. the exercise of Secure-ISS's right to suspend a service in accordance with our current Terms and Conditions, or, if you and Secure-ISS have entered into another written agreement for the supply of the Services, in accordance with the terms of that agreement;
- 7.3.6. the fault report has not been acknowledged by Secure-ISS, or Secure-ISS network and systems management and diagnostics tools are unable to confirm the claim;
- 7.3.6. the rebate claim does not refer to a Commitment made by Secure-ISS under this SLA;
- 7.3.7. the Event is due to factors that are external to Secure-ISS's network or circumstances or actions of third parties beyond Secure-ISS's direct control;

## 8 Definitions

<b>Business Day</b>	A day other than a Saturday, Sunday or public holiday in the state or territory where the Service is being provided by Secure-ISS.
<b>Secure-ISS Cloud Services</b>	All currently advertised Cloud services provided by Secure-ISS including: <ul style="list-style-type: none"> <li>• Secure-ISS Tailored VPS Solutions (IaaS and SaaS)</li> <li>• CloudEx – Microsoft Exchange Services</li> <li>• Zimbra</li> <li>• CPanel – Website Hosting</li> <li>• Secure-ISS SIEM Service(s)</li> <li>• Continuous Vulnerability Assessment</li> <li>• Privileged Account Management</li> </ul>
<b>Business Hours</b>	8:30AM to 6:30PM on Business Days (AEST).
<b>Commitment</b>	A committed metric that Secure-ISS undertakes to meet and which is backed by a rebate under this SLA.
<b>Customer Fault Update Target Period</b>	Frequency of status updates provided to you unless longer period is agreed. Status updates include updating of the Secure-ISS Network Status page, Net Status emails, fault ticket responses and or direct communication provided between you and Secure-ISS staff.
<b>Downtime</b>	Downtime means the aggregate number of hours that the Services are unavailable due to issues with the Secure-ISS systems, network or Secure-ISS's carrier's network, except for programmed outages.
<b>Emergency Maintenance Notification Target</b>	The Target for Secure-ISS to provide you with notification of upcoming scheduled emergency maintenance, which commences at the time that Secure-ISS starts work on the emergency maintenance.
<b>Event</b>	An event (for example service outage) for which you may be eligible to claim a rebate.
<b>Fault Reporting Coverage Window</b>	Hours of operation during which you may log a fault.

<b>Force Majeure Event</b>	<p>a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;</p> <p>b) any strike, lockout, work stoppage, or other industrial action;</p> <p>c) any failure or delay, or other act or omission of the customer or any third party (including third party carriers and carriage service providers), including cable cuts and failures to provide goods or Services or access to premises;</p> <p>d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits licenses or authorities;</p> <p>e) emergency maintenance requirements; or</p> <p>f) any other event beyond the reasonable control of Secure-ISS.</p>
<b>Secure-ISS</b>	Secure Internet Storage Solutions Pty Ltd, ACN 118 851 700.
<b>Month</b>	A calendar month starting on its first day. Service availability does not apply to any other period.
<b>Monthly Base Fee</b>	The minimum monthly charge for the Business Cloud service, disregarding excess usage charges, equipment charges, support services and any other additional charges, as payable by the customer for the calendar month in which the event occurred.
<b>Planned Maintenance Notification Target</b>	The Target for Secure-ISS to provide you with notification of upcoming planned maintenance and the maintenance being undertaken, which commences.
<b>Response/Restore Coverage Window</b>	<p>Hours of operation during which fault responses or restoration will be actioned by the Secure-ISS</p> <p>Business Hosting and Domains Support team.</p> <p>Where a fault is reported outside of these hours, restoration will commence at the beginning of the following coverage window.</p>
<b>Services</b>	The relevant Secure-ISS managed cloud services consumed by the Customer.
<b>Service Availability</b>	Has the meaning set out on page 4 of this SLA.
<b>Target</b>	A time period that is an aspirational metric that Secure-ISS will use best endeavours to meet but which is not backed by a rebate under this SLA.

<b>Technical Response Target</b>	The Target for Secure-ISS to provide you with a first technical response, which commences at the time that you report a fault or made a technical enquiry to Secure-ISS.
<b>Terms and Conditions</b>	The Terms and Conditions as documented on the Secure-ISS Website <a href="https://secure-iss.com/assets/Terms_&amp;_Conditions.pdf">https://secure-iss.com/assets/Terms_&amp;_Conditions.pdf</a>
<b>Third-Party Cloud Services</b>	All services managed by Secure-ISS but hosted by a third-party including (but not necessarily limited to) vendors: <ul style="list-style-type: none"> <li>• Microsoft</li> <li>• Citrix</li> <li>• Google</li> <li>• Amazon</li> <li>• SentinelOne</li> <li>• Oracle/ DynDNS</li> <li>• Idaptive/ CyberArk</li> <li>• AvePoint</li> <li>• TPP</li> <li>• BitTitan</li> <li>• Cisco/ DUO</li> <li>• IBM</li> </ul>
<b>Unplanned Fault Notification Target</b>	The Target for Secure-ISS to provide you with notification of a non-isolated fault condition, which commences at the time that Secure-ISS identifies the non-isolated fault condition.
<b>You</b>	Secure-ISS's customer who acquires and uses the Services from Secure-ISS as included within this SLA.

## 9 Rebate Claim Form

The following form should be submitted for the evaluation of any claim to rebate. Please submit the particulars via email to [ar@secure-iss.com](mailto:ar@secure-iss.com).

(All fields below are mandatory)

<b>Secure-ISS AppServe – Cloud Services rebate claim form</b>	
<b>Date of Claim</b>	
Account Number	
Services (for which the claim applies to):	
<b>Contact name</b>	
Contact Phone	
Contact Email Address	
Date of outage for which this claim relates:	
Secure-ISS Service desk reference number (for which this claim applies to):	
Please describe the reason for the claim, including impact to your business and other evidence associated with the outage and said impact.	
Other Notes for which should be included and add context to this claim.	