

Specific Service Terms - Managed IT Services  
**Calibre One Pty Ltd ABN 87 160 457 090**  
**(Calibre One)**

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## Specific Service Terms - Managed IT Services

### 1. ABOUT THESE SPECIFIC SERVICE TERMS

- 1.1 These are the Specific Service Terms - Managed IT Services part of the Agreement between Calibre One and the Customer.
- 1.2 This Agreement is comprised of our General Service Terms (including the Schedules to the General Service Terms) these Specific Service Terms – Managed IT Services and any other Specific Service Terms applying to the Customer for the Services selected in the Scope of Works.
- 1.3 Calibre One has presented and the Customer has accepted a Scope of Works which includes the provision of Managed IT Services (**Managed IT Services**) to the Customer's Business for its Information Technology requirements. The Scope of Works is for the provision of the Managed IT Services (and any other Services or things as set out in the Scope of Works) and has been prepared based upon any inspection by Calibre One of the Information Technology used by the Customer in the ordinary course of the Customer's Business conducted at the Customer's Premises.
- 1.4 The Customer warrants that before this Agreement is entered into it has given full and complete disclosure to Calibre One of all its needs and requirements in respect of Information Technology for its Business and Calibre One entered into this Agreement in reliance on that disclosure.
- 1.5 Calibre One and the Customer have entered into this Agreement to set out the terms on which Calibre One will provide the Managed IT Services for the purpose of maintaining and supporting the Customer's Information Technology requirements.

### 2. MANAGED IT SERVICES

- 2.1 The table in this clause 2.1 outlines three levels of Managed IT Services that are available to the Customer under these Specific Service Terms. The level of Managed IT Services that will be provided to you under this Agreement will be the level as selected in the Scope of Works.

Service Feature	PAYG Service	Device Only Service	Fixed Price Service
<b>Service Level Terms</b>	x	√ Optional Premium Upgrade	√ Optional Premium Upgrade
<b>Coverage Period</b> Standard: Mon - Fri 8am - 5pm	√	√ Optional 24x7 Upgrade	√ Optional 24x7 Upgrade
<b>24x7 Performance Monitoring</b> Backups, Service Real Time monitoring, Virus Alerts, Intrusion Detection, System Performance, desktops/Laptops, Servers	x	√	√
<b>Regular Maintenance Tasks</b> Windows Server and Desktop Patching, Antivirus, Windows O/S Updates, and Firmware Updates	x	√	√
<b>Back-up Management</b> A regular managed back-up confirmation check to ensure your data backups are successful and readable for recovery of data when required. Solutions available for both on-premise equipment and cloud based services	x	√	√

<b>Helpdesk Services</b> Level 1, 2 and 3 Helpdesk Support Services providing remote support	✓ PAYG Billing / .25 Hour Min	✓ PAYG Billing / .25 Hour Min	✓
<b>Onsite Response</b> Technicians are dispatched to your office when IT support issues arise	✓ PAYG Billing / .5 Hour Min	✓ PAYG Billing / .5 Hour Min	✓
<b>Job Management &amp; Tracking</b>	✓	✓	✓
<b>Maintain Desired State Configuration (DSC)</b> Tracking corporately set policies, alerting when changes are requested or implemented (e.g. by non auth'd staff)	x	x	✓
<b>Dedicated Account Manager</b> Tasks include: Staff Meeting Representative, Business Analysis, Company Vendor Briefings, Risk Management, Compliance/ Governance, Product Training, Licensing Management	x	✓	✓
<b>Monthly Reporting</b>	x	✓	✓
<b>IT Asset Lifecycle Management</b> Ongoing upgrades, replacement and disposal of all hardware and software	x	✓	✓
<b>IT Procurement Assistance</b>	✓	✓	✓
<b>Vendor Relationship Management</b> We interface directly with software Vendors on your behalf on all support issues	x	✓	✓
<b>Pricing Construct</b>	PAYG Billing	Device Based Pricing + PAYG Billing	Fixed Price - User/Application /Device based pricing
<b>Optional Extras*</b>			
<b>C1 Cybersecurity – Monitor, Detect &amp; Advice</b> 24/7 Cyber Security Monitor, Detect & Response	Optional	Optional	Optional
<b>Mobile &amp; PC Device Management</b> Utilising Intune Device Management across all PC, MAC, iPhone, iPad and Android devices	Optional	Optional	Optional
<b>Telstra Managed Services</b> Manage all Telstra and NBN telco services including billing, faults, adds, moves and changes	Optional	Optional	Optional
<b>Telephony Managed Services</b> Manage all Adds/remove/delete with Microsoft Teams calling as well as Call Quality monitoring.	Optional	Optional	Optional
<b>NextGen Firewall and SD-WAN Managed Services</b> Management of NGFW's, additions, changes, deletes and firmware updates	Optional	Optional	Optional

\*Optional extras only apply if specified in the Scope of Works

## 2.2 Service Level Terms

- (a) Expected response times for logged requests are set out in the Service Level Terms which are contained in Schedule 2 of the General Service Terms. Standard and premium options are available depending on the Customers' requirements.
- (b) Unless otherwise agreed in this Agreement we (or our Third Party suppliers where relevant) will use reasonable endeavours, having regard to the circumstances, to meet the target response, communication frequency and resolution time set out in the Service Level Terms. The Service Level Terms do not apply to our pay as you go (**PAYG**) Managed IT Service. The standard response times in the Service Level Terms will apply to Calibre One's Device Only and Fixed Price Managed IT Services unless the premium response time option is selected in the Scope of Works.

## 2.3 Coverage Hours

- (a) Standard coverage hours during which the Managed IT Service will be provided are 8am to 5pm Australian Central Time, Monday – Friday on Business Days except as expressly provided otherwise.
- (b) The 24 hour a day 7 day a week help desk (**24x7 Help Desk**) for priority 1 and priority 2 incidents as referred to in the Service Level Terms is available to the Customer if it has elected to upgrade to the 24x7 Help Desk as set out in the Scope of Works.
- (c) Work which the Customer requests to be completed outside of standard coverage hours will attract additional Fees payable by the Customer, to be determined at the discretion of Calibre One, except that no additional fee applies in relation to priority 1 and priority 2 Incidents if the Customer has expressly elected to upgrade to the 24x7 Help Desk in the Scope of Works.

## 2.4 24x7 Performance Monitoring

- (a) Calibre One will monitor all servers, workstations and other mutually agreed key Information Technology Assets of the Customer to identify areas where performance of the information technology systems is reaching its limit or has the potential to cause downtime.
- (b) If Calibre One identifies that any specific Information Technology Assets require specialist tools or services to fully monitor them this may, at the discretion of Calibre One, incur additional Fees payable by the Customer.
- (c) After identifying any specific Information Technology Assets require specialist tools or services to fully monitor Calibre One will work with the Customer to identify and implement required solutions.

## 2.5 Regular Maintenance Tasks

- (a) Calibre One as part of the Regular Maintenance Tasks, applicable to the Device Only Service and the Fixed Price Service will undertake proactive maintenance tasks for the purpose of ensuring the upkeep, reliability, and security of the Customer's Information Technology assets.
- (b) Any work required on Regular Maintenance Tasks outside of standard coverage hours will incur additional Fees. The Customer and Calibre One will discuss and agree applicable Fees before Calibre One proceeds with any such work.

## 2.6 Backup Management

- (a) Calibre One will monitor the success or failure of any backup systems comprised in the Customer's Information Technology system.
- (b) On backup failure Calibre One will undertake work to identify the cause of failure and what is required to resolve the incident.
- (c) Calibre One will perform regular tests of a portion of the backed up data to ensure that it can be recovered from.

## 2.7 Help Desk Services

- (a) Calibre One will provide access to a Help Desk team which provides a central contact point for the Customer's staff to address problems and perform change requests. This includes:
- (i) recording and tracking any reported issues;
  - (ii) providing assistance to the Customer's staff on any technical issues;
  - (iii) undertaking change requests including change management;
  - (iv) responding to and resolving incidents identified via performance monitoring as set out in this Agreement;
  - (v) providing technical advice;
  - (vi) ensuring timely escalation of incidents to the appropriate technical resources; and
  - (vii) escalation to and liaison with any Vendor's niche Information Technology systems, products and tasks.
- (b) The service level response times are as set out in the Service Level Terms, to the extent applying to the relevant Managed IT Services and the standard coverage hours during which the Managed IT Services will be carried out are as set out in this Agreement.

## 2.8 Onsite Response

Calibre One will provide technicians who are able to attend the Premises to undertake any tasks which are a part of the Managed IT Services under these Specific Service Terms which require a physical presence in the Premises. An additional call out charge payable by the Customer, set out in the Scope of Works or if not to be confirmed and agreed in advance, will apply for each attendance by Calibre One at the Premises to provide any of the Managed IT Services.

## 2.9 Job Management and Tracking

- (a) All Customer logged requests for Managed IT Services shall be managed through Calibre One's ticketing system referred to in the Service Level Terms and the Customer will log all requests into the ticketing system.
- (b) Tickets generated by logging requests into the ticketing system are tracked in accordance with the Service Level Terms as applicable under these Specific Service Terms.
- (c) All Customer requests are tracked from the time the ticket was logged by the Customer into Calibre One's ticketing system.
- (d) The Customer may request Calibre One to have access to a portal to monitor existing tickets and directly log new tickets.

## 2.10 Desired State Configuration

- (a) Calibre One can provide monitoring of some key corporate policy driven settings of the Customer's Information Technology systems to ensure that changes have been properly authorised.
- (b) These settings include:
- (i) installed software;
  - (ii) security permission changes;
  - (iii) user accounts changes; and
  - (iv) licensing.

## 2.11 Dedicated Account Manager

Calibre One will for Managed IT Services, other than PAYG Managed IT Services:

- (a) provide a point of contact for future planning;

- (b) arrange briefings from Vendors relevant to your Information Technology environment;
- (c) assist with risk mitigation strategies to avoid business interruption;
- (d) assist with consideration relevant to industry compliance;
- (e) assist with consideration relevant to industry governance;
- (f) provide basic Product training relevant to the Business;
- (g) assist with management of software licensing; and
- (h) when requested attend staff meetings as an IT Representative.

## **2.12 Monthly Reporting**

Automated monthly reporting will be provided, in relation to the Managed IT Services, other than PAYG Managed IT Services, to assist the Customer to understand the performance and reliability of its Information Technology systems and make informed decisions for its Business. These monthly reports are dependent on the Information Technology systems and services the Customer has, or will purchase and implement.

## **2.13 IT Procurement Assistance**

- (a) Calibre One has extensive capability to supply a wide range of hardware and software items. We also have strategic relationships with many suppliers of specialist Information Technology equipment and services. Calibre One undertakes to provide you with all equipment at competitive rates.
- (b) Where the Customer has another purchasing option and Calibre One cannot provide the same Product at the same or a lower price, then the Customer may purchase the item directly from a Vendor or request Calibre One to purchase the item on its behalf. If the latter is done, then a 2.5% fixed ordering fee will be payable by the Customer to Calibre One.
- (c) Calibre One requests that all hardware and software purchases by the Customer are made from or through Calibre One, to ensure the compatibility of these items with the Customer's existing Information Technology Assets.
- (d) If Calibre One is unable to supply the item, then we request that the Customer supply the specifications so that we can verify its compatibility of these items with the Customer's existing Information Technology Assets.

## **2.14 Vendor Relationship Management**

- (a) Calibre One will provide the First Level Fault Finding for the Customer's Information Technology. Should the Vendor or the Third Party supplier require it then Calibre One will engage directly with the Vendor or the Third Party Supplier in relation to First Level Fault Finding on the Customer's behalf.
- (b) To the extent that the Customer's Information Technology can only be supported directly between the Customer and the Vendor or, any Third Party supplier of that Information Technology all communications in relation support of that Information Technology in connection with the Managed IT Services will be between the Vendor and any Third Party supplier and the Customer directly.
- (c) Calibre One will arrange the quotation, purchase and implementation of any renewals, such as annual software licensing or subscription services for security or networking equipment, relating to the Customer's Information Technology.

## **2.15 Optional Extras**

Calibre One can provide the Customer additional or tailored services as part of our Managed IT Services on terms to be agreed.

### **3. CALIBRE ONE RESPONSIBILITIES**

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#### **3.1 How Calibre One Addresses the Business Requirements**

Under these Specific Service Terms Calibre One addresses the Information Technology requirements of the Customer's Business by:

- (a) accepting responsibility for, and being the single point of contact for all Information Technology related activities;
- (b) understanding, and where necessary, defining the Information Technology requirements of the Customer and its Business;
- (c) understanding the relationships that the Customer has with its clients and suppliers and supporting those relationships;
- (d) providing Managed IT Services to the Customer from senior management, right down to simple user desktop support;
- (e) ensuring that Managed IT Services are performed appropriately across multiple staff within Calibre One;
- (f) utilising best practice to minimise risks in all areas of the Customer's Business relating to and affected by Information Technology;
- (g) aggressively seeking cost savings wherever possible;
- (h) operating in accordance with the Service Level Terms, where applicable to the Managed IT Services, to ensure service response;
- (i) operating within any mutually agreed budget in consultation with the Customer's Contract Manager;
- (j) assisting with the Customer's compliance with, or at least its ability to comply with, corporate governance, Government requirements, insurance requirements, quality programs, Intellectual Property security in so much as it relates to Information Technology; and
- (k) where applicable to the Managed IT Services, making the 24x7 Help Desk available by phone, details of which will be provided separately including: dedicated telephone support number; automated ticket lodgement via email; and web-based online job management.

#### **3.2 Exceptions in coverage for Calibre One Providing ICT Support Service**

- (a) Additional Fees to those listed in the Scope of Works will apply in the following circumstances:
  - (i) where the Managed IT Services are a PAYG Service or a Device Only Service then PAYG Billing as referred to in the table in clause 2.1 shall apply and will be calculated at out hourly rates as set out in the Scope of Works or as otherwise agreed;
  - (ii) new or special projects or activities considered by Calibre One to be outside the scope of the normal day to day maintenance of the Customer's Information Technology;
  - (iii) maintenance of Information Technology items identified by Calibre One as not covered by the Managed IT Services under this Agreement due to age, unsuitability and any other technical issue raised by Calibre One which has not been acted on by the Customer;
  - (iv) Major Failure or Loss of any of the Customer's Information Technology;
  - (v) reconstructions of the Customer's Information Technology because of malware, hacking or other malicious activity by third parties. This includes any other cost components to do with a security breach, including but not limited to, investigation and reporting;



- (vi) for hardware components purchased in order to affect a repair on the Customer's Information Technology;
  - (vii) installation of major software upgrades and the application of server specific Service packs that require substantial after-hours work (one or two of these are generally released by Vendors every year);
  - (viii) repair of malicious damage to equipment or system configurations that could lead to a Major Failure or Loss of the Customer's Information Technology;
  - (ix) Third Party interference leading to a Major Failure or Loss of the Customer's Information Technology;
  - (x) repair of damage to Information Technology arising from Information Technology activity not approved by Calibre One;
  - (xi) Significant Variation in use of Information Technology from usage patterns expected by Calibre One arising because of changes to business practices, localities or any other change that impacts the Maintenance Program;
  - (xii) any works incurred or required due to third parties entering administration or change of ownership;
  - (xiii) call out charges will apply each and every time we are required to visit the Customer's Premise to provide Managed IT Services; and
  - (xiv) any optional extras as referred to in the table at clause 2.1.
- (b) Wherever practicable, Calibre One will undertake to inform the Customer of additional Fees in connection with any matter covered by this clause 3.2 in advance of them being incurred.

### **3.3 Device Only and Fixed Price Coverage**

- (a) Where a Customer has elected to take a Device Only Managed IT Service, or a Fixed Price Managed IT Service as specified in the Scope of Works, then the Managed IT Service shall be provided at a fixed price for all work normally associated with the Maintenance Program of your current Information Technology, as at the Commencement Date of this Agreement, in so far as the service can be performed remotely and does not require onsite attendance. Unless something falls within the scope of clause 3.2 or onsite attendance is required, no Fees in addition to the fixed price will apply.
- (b) The provision of fixed price Managed IT Services is contingent on the Customer acting on Calibre One's recommendations and the continued maintenance of all the Customer's Information Technology in good working order. For example, if Calibre One recommends the replacement, reconfiguration or upgrade of a particular item of the Customer's Information Technology and the Customer elects to ignore that advice, Calibre One may at its absolute discretion and at its sole option:
- (i) suspend the Managed IT Services until the Calibre One recommendations are followed; or
  - (ii) terminate this Agreement with immediate effect by giving the Customer written notice to that effect; or
  - (iii) increase the Fees for the Managed IT Services by giving the Customer written notice to that effect setting out the new Fees for the Services; or
  - (iv) continue to provide the Managed IT Services for the current fees.
- (c) If Calibre One elects to increase the Fees pursuant to clauses 3.3(b)(iii), the Customer may terminate this Agreement, so far as it relates to the Managed IT Services, by notice in writing to Calibre One given within 30 days from being notified of the increase (if the Customer does not terminate within that time frame it shall be deemed to have accepted the increase). This Agreement will, so far as it relates to the Managed IT Services, be terminated on the date of receipt of that notice by Calibre One. The Customer will be liable for all Fees rendered in relation to provision of the Managed IT Services up to the

date such termination takes effect. This provision will continue to be enforceable notwithstanding termination.

### **3.4 Notice of Price Variation**

- (a) Where there is in Calibre One's opinion a material change in the Business, a change in the Information Technology during the Term, or a Significant Variation from the expected rate of effort in maintaining the Information Technology, Calibre One may at its discretion vary by increasing or decreasing the Fees to reasonably reflect any changes in the Managed IT Services.
- (b) Calibre One must give the Customer 30 days' prior written notice of any variation in the Fees.
- (c) The Customer may within 30 days of receiving the notice of variation of the Fees terminate this Agreement immediately so far as it applies to Managed IT Services. The Customer will be deemed to have accepted the variation in Fees if it does not terminate this Agreement, within 30 days of receiving the notice of variation of the Fees in accordance with this clause.
- (d) The Customer will be liable for any Fees rendered in relation to provision of the Managed IT Services up to the date such termination takes effect. This provision will continue to be enforceable notwithstanding termination.

### **3.5 Passwords and Access Codes**

- (a) All passwords and access codes to any of the Customer's Information Technology at all times remain the sole and exclusive property of the Customer and must not be used or disclosed by Calibre One except for the proper and lawful purposes of providing the Managed IT Services.
- (b) On termination or expiry of this Agreement Calibre One must disclose and handover to the Customer all passwords, access codes that it has or knows and which are reasonably required by the Customer to use or access its Information Technology.
- (c) Notwithstanding any other provision of this Agreement, Calibre One must not claim any lien over any access codes or passwords required by the Customer to use or access its Information Technology.

## **4. CUSTOMER RESPONSIBILITIES**

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- 4.1** In addition to facilities provided for elsewhere in this Agreement the Customer must appoint a Contract Manager to manage this Agreement for the Customer at all times (the Customer must notify Calibre One in writing of the Contract Manager and their contact details as well as any changes in those details from time to time), including to act as a point of contact for approvals and reports.
- 4.2** The Customer must appoint staff members of the Customer to act as local support staff in each area of the Customer's Business as identified by Calibre One from time to time. These staff members must be able to:
  - (a) change backup tapes or disks (if required) on a scheduled basis or as directed by Calibre One staff; and
  - (b) perform hands-on functions, under the direction of Calibre One staff where necessary.
- 4.3** The Customer must also provide to Calibre One:
  - (a) master keys and access codes to provide unfettered access to necessary facilities and resources when maintenance work is to be undertaken outside of standard coverage hours;
  - (b) timely access to Calibre One's personnel for resolution of issues (this includes a nominated person with contact details and hours to be contacted in the event of a major incident); and
  - (c) due consideration and acknowledgement of the professional advice provided by Calibre One on replacements, upgrades and other requirements.

- 4.4 If the Customer requires Calibre One to provide 'budget estimates' for an upcoming financial year, reasonable advance notice (of at least four weeks) is required to be given to Calibre One to ensure accuracy.

## 5. GENERAL CONTRACT TERMS

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### 5.1 Exclusivity

- (a) Calibre One will throughout the Term be the exclusive provider to the Customer's Business of all those services of the type comprised in the Managed IT Services. This is an essential term of this Agreement.
- (b) The Customer must not without the express prior written consent of Calibre One permit any person, other than Calibre One, to interfere with, alter or change the Information Technology.

### 5.2 Modifications to Specific Service Terms

Once these Specific Service Terms have been agreed and this Agreement entered into, matters contained within these Specific Service Terms may, unless expressly provided otherwise, only be amended from time to time by mutual Agreement in writing between Calibre One and the Customer.

## 6. DEFINITIONS

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These words and phrases have the following meanings where appearing in these Specific Service Terms unless the context requires otherwise:

**Vendor** means a third party software and, or cloud service provider who provide a service to the Customer to enable them to conduct their Business using their Information Technology.

**First Level Fault Finding** means where there is a problem with your Information Technology system, taking the necessary measures to determine whether an issue is being caused by hardware, software or both, in order to determine the best course of action in relation to the problem and to identify who is most suitable to continue with finding a solution.

**Major Failure or Loss** means a situation in relation to the Customer's Information Technology caused in Calibre One's reasonable opinion by:

- (i) the incorrect use, negligent use misuse or abuse of the Information Technology;
- (ii) a person not authorised by Calibre One re-installing, moving, removing, changing, maintaining or servicing any of the Information Technology equipment or any other actions of a person not authorised by Calibre One;
- (iii) connecting any of the Information Technology to any devices or other equipment not recommended by the Information Technology's manufacturer or authorised by Calibre One;
- (iv) the Customer's failure to follow any instructions from time to time by Calibre One or any Third Party manufacturer or supplier concerning the installation, operation or Maintenance Program instructions;
- (v) environmental factors including (without limitation) the failure of electrical power, air conditioning or humidity control, or lightning, electrostatic interference, electromagnetic interference or power surges of any type;
- (vi) an event beyond Calibre One's reasonable control;

- (vii) the Customer's failure to permit Calibre One remote access to the Information Technology;
- (viii) the Information Technology not being compatible with or working in combination with hardware or applications software products provided by any Third Party;
- (ix) the failure of anything attached to the Information Technology; or
- (x) an act of God, lightning, flood, electrostatic interference, power surge, bush fire, earth quake, or failure in electrical power or air conditioning.

**Maintenance Program**

means a program prepared by Calibre One to provide the Managed IT Services having regard to the Business, the Scope of Works and any information disclosed by the Customer, and includes any agreed amendment or modification to the Maintenance Program made during the Term.

**Significant Variation**

means a variation of a 10% or greater increase over the effort or the labour previously estimated by Calibre One to perform the Maintenance Program for the remainder of the Term.

**Light User**

means a staff member of the Customer who uses Information Technology that Calibre One would classify as a Light User on the following basis:

- (i) works part time or is a casual staff member;
- (ii) a frontline worker that only uses a smart phone with minimal use of SAAS (Software as a Service) applications;
- (iii) creates over a 3 month period no more than 1 ticket per month totaling up to 15 minutes of time per ticket.

**Standard User**

means a staff member of the Customer who uses Information Technology that Calibre One would classify as a Standard User on the following basis:

- (i) are a full time worker;
- (ii) requires support on multiple applications or pieces of Information Technology to perform their role;
- (iii) creates over a 3 month period more than 1 ticket per month and collectively totaling more than 15 minutes of time per month.