



Version: 1  
Date: 11/04/2019

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# Colocation Service Information Summary

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Countrytell Management Pty Ltd – ABN: 39 113 494 769

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# Colocation Service Information Summary

## 1.1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Defined terms in the Master Services Agreement or Standard Form of Agreement (SFOA) have the same meaning in this Service Information Summary unless expressed to the contrary. In this Service Information Summary, unless the context otherwise requires:

**Cabinet** means any relevant rack, cabinet or part thereof as set out in a Service Order.

**Customer** means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to “You” and “Your”.

**Customer Equipment** means any hardware, software, equipment, systems and cabling provide by the Customer or which the Customer uses to access the service, that is not provided by Countrytell.

**Data Services** means the data services described in the applicable Service Order.

**End Users** means a customer of the Customer.

**Excess Power Rate** means the rate specified in the Service Order.

**Exclusive Area** means the area defined in the Service Order as being for the *exclusive* use of the Customer.

**Key Holder** means a person with Secure Access Status.

**Location** means either of the data centre premises known by the parties as NTL01 and / or NTL02.

**Reserved Racks** has the meaning set out in clause 3.5(a) of this Service Information Summary.

**Master Services Agreement** means the most recent master services agreement between Countrytell and the Customer.

**Secure Access Status** means the right to enter a Customer’s Exclusive Area or Cabinet unaccompanied by Countrytell personnel using an access card or key issued by Countrytell, afforded to those people listed in the Secure Access Status item of the Service Order.

**Service** means the services to be supplied by Countrytell as described in this Service Information Summary.

**SLA** means the service level agreement set out in Annexure C of this agreement, as updated by Countrytell by notice from time to time.

**Standard Form of Agreement (SFOA)** means the most recent SFOA between Countrytell and the Customer.

**Supplier** means any person who enters to Location at your behest, including suppliers, consultants, contractors, agents, representatives or employees.

**Supplier Terms and Conditions** means the terms and conditions set out in this Service Information Summary.

**Term** means the term of this Service Information Summary, commencing on the date of execution and ending on the date it is terminated in accordance with its terms.

**Third Party** means any party other than Countrytell or the Customer.

## 2. SERVICES

### 2.1 The Services

- (a) This Service Information Summary is for the supply of Services. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Countrytell.
- (b) Countrytell will provide Services to the Customer on the terms of the Master Services Agreement or SFOA, this Service Information Summary and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of

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the Master Services Agreement or SFOA, this Service Information Summary, any applicable Service Orders and all applicable laws.

- (c) Countrytell may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

## **2.2 Maximum Power Draw**

The Customer must not exceed the maximum power draw stated in a Service Order without the prior written consent of Countrytell. If the Customer exceeds the maximum power draw without Countrytell' consent:

- (a) the Excess Power Rate applies to all power used by the Customer in excess of the stated maximum power draw;
- (b) Countrytell' obligation to comply with SLA is waived and Countrytell has no liability to the Customer for any loss or damage suffered by the Customer as a result of any failure to meet SLA for the duration of the period of the excess power usage; and
- (c) the Customer indemnifies Countrytell in respect of any losses, damages, costs or other liabilities incurred by Countrytell as a result of the excess power use, including those arising as a result of any failure of power or cooling equipment caused directly or indirectly by the Customer's excess use.

## **2.3 SLA**

Subject to the terms of the Master Services Agreement or SFOA, this Service Information Summary and any applicable Service Orders, Countrytell will provide the Services in accordance with the SLA.

## **3 SERVICE CHARGES AND PAYMENT**

### **3.1 Service Charges**

The Charges payable by You for the Services are payable in accordance with this clause 3 and as set out as in the relevant Service Orders or as otherwise agreed in writing between the parties from time to time

### **3.2 Revised Charges and Cost Escalation**

- (a) If, at any time there is an increase in Countrytell' cost of providing the Services, Countrytell may review and modify the Charges and advise You by notice in writing (the **Revised Charges**). The Revised Charges so advised will become the Charges effective from the date that is 10 Business Days after the date of the notice.
- (b) On each anniversary of the date of this Agreement, each of the Charges shall increase by the CPI increase for the previous 12 months. The Revised Charges will become the Charges effective from that date.

### **3.3 Power Charges**

- (a) Power may be charged separately and in addition to any colocation services fees, as specified in a Service Order.
- (b) Notwithstanding any other provision of this Service Information Summary, Countrytell may pass on to the Customer all increases in the cost of power immediately they occur. Any such increased power rates automatically supersede existing rates. Countrytell must notify the Customer promptly after any such increase in rates. A failure to notify does not negate the Customer's obligation to pay the higher rates.

### **3.4 Lien over Customer Equipment**

The Customer grants Countrytell a lien over the Customer Equipment as security for payment of all sums due under this Service Information Summary, a Service Order, the Master Services Agreement or SFOA. Countrytell may, while any payment remains unpaid past its due date, prevent the Customer from entering the Location.

### **3.5 Rack Reservations**

- (a) This clause 3.5 applies where the Customer indicates on the Service Order that it wishes to reserve racks (Reserved Racks).

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- (b) Countrytell must, prior to selling the Reserved Racks to another customer, provide the Customer with written notice of its intention to do so, and grant the Customer the opportunity to order the respective racks within 7 days of Countrytell' notice under this clause.
  - (c) If the Customer elects to order the Reserved Racks, the Customer must purchase the service under Countrytell' standard terms and conditions and at Countrytell' standard rates and charges at the time the Reserved Racks are ordered.
  - (d) If the Customer does not order the Reserved Racks within 7 days in accordance with clause 3.5(c), the Customer forfeits any rights provided under 3.5(b).

## **4 SET-UP AND INSTALLATION**

### **4.1 Installation and Use of Customer Equipment**

- (a) You must provide Countrytell with no less than two Business Days' prior written notice of the proposed delivery and installation date of any Customer Equipment. Countrytell must, within one Business Day of receipt of such notice, confirm the date on which installation may occur. You must organise delivery and installation of the Customer Equipment at Your own cost. If You fail to provide Countrytell with prior notice, Countrytell may elect not to accept delivery, at its sole discretion.
- (b) Where specified in the Service Order, Countrytell will provide the Cabinet for storing and operating the Customer Equipment.
- (c) Countrytell must connect the Customer Equipment to the Data Services, if applicable, in accordance with the Service Order for the Charges (if any) specified in the Service Order.
- (d) Countrytell may at any time and in its sole discretion, reject any item or items of equipment if in Countrytell' opinion the equipment generates excess power, heat or data load, or interferes with the operation of any other equipment.
- (e) All Customer Equipment, including network terminating units or equipment otherwise required to provide services to the Customer Equipment, and spare parts for the Customer Equipment must be stored wholly within the Cabinets. Countrytell will remove any items of Customer Equipment not stored within the Cabinets and is not liable to maintain, share or return such items to You.

## **5 SITE CONDITIONS AND USE**

### **5.1 Access to Location**

- (a) Each Key Holder(s) may access the Location for the purpose of installing, operating, maintaining, repairing or removing the Customer Equipment in the Customers Exclusive Area or Cabinet. This right is personal to each Key Holder and cannot be assigned without the consent of Countrytell. You must ensure that each Key Holder keeps his/her access card or key securely and does not transfer, or allow the access card or key to be used by, any third party. Countrytell reserves the right to charge you the cost of replacing any keys, access cards, or locking devices (as the case may be). You must immediately notify Countrytell in the event that You become aware that any key or access card has been misplaced or compromised.
- (b) If the Customer wishes for any person other than the Key Holder to access the Location, the Customer must obtain the prior written consent of Countrytell, which it may withhold in its absolute discretion.
- (c) Subject to paragraph 5.1(d), You will use Your best endeavours to give Countrytell such notice as Countrytell requires of a request to enter the Location.
- (d) Where the Customer requires urgent access to the Location in order to carry our urgent repairs to its Customer Equipment, the Customer must notify Countrytell as soon as practicable to make arrangements for access to the Location.
- (e) Countrytell may charge fees for escorted access to the Location outside of 9 am to 5pm Monday to Friday or on public holidays.
- (f) You agree to comply with Countrytell' security regulations and other local site operating policies and procedures as advised by Countrytell or any Countrytell staff member to You from time to time. You must ensure that Your employees, agents, contractors, subcontractors or representatives comply with such regulations and other local site operating policies and procedures.

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- (g) You and Your agents, employees and contractors must not interfere with or modify any equipment at the Location other than the Customer Equipment.
  - (h) You and Your agents, employees and contractors must not cross-connect any of the Customer Equipment with any other equipment at the Location without the prior written consent of Countrytell (which is subject to Your agreement to pay additional Charges for such cross-connect Services) and the third party owner of such other equipment.
  - (i) You will be liable for any damage to other equipment by You, Your agents, employees or contractors.
  - (j) All of Your employees, agents, representatives and contractors other than Key Holders must be accompanied by an authorised Countrytell staff member when accessing the Location.
  - (k) You must ensure that all of Your contractors, agents and suppliers comply with the Supplier Terms and Conditions at all time when they are at the Location, and indemnify Countrytell in respect of any loss suffered as a result of a failure by any of Your contractors, agents or suppliers to comply with the Supplier Terms and Conditions at the Location.
  - (l) Countrytell may withdraw any Secure Access Status if You or any of your employees, agents or contractors fail to comply with Your obligations under this Service Information Summary.
  - (m) If specified in the Service Order, Countrytell will provide an Exclusive Area to which You will have exclusive access (except for access by Countrytell) for the purpose of installing, operating, maintaining, repairing or removing the Customer Equipment.

## **5.2 Make Good**

- (a) On or before the end of the Term, the Customer must at its cost:
  - (i) remove all Customer Equipment from the Location; and
  - (ii) make good all damage caused by reason of the Customer's use of Location and the removal as set out in paragraph (i) above (having regard to the condition of the Site at the Date of this Agreement) subject to fair wear and tear.
- (b) If the Customer fails to comply with its obligations in clause 5.2(a), Countrytell may at the Customer's cost make good the damage to the area utilised by You and treat the Customer Equipment as abandoned and sell or otherwise dispose of the Customer Equipment.

## **5.3 No Lease or Licence**

Neither this Service Information Summary nor any Service Order grants You any property rights in, or licence to occupy, any part of any Countrytell premises, including the Location.

## **5.4 Relocation of Customer Equipment**

Countrytell may relocate the Customer's Equipment within the Location from time to time on the following conditions:

- (a) Countrytell will act reasonably in making its decision to relocate the Customer Equipment;
- (b) the new space must be suitable for the Customer Equipment
- (c) Countrytell will give to the Customer 30 days' notice of a change, except in an emergency, when Countrytell will give the Customer as much notice as it reasonably can; and
- (d) Countrytell will bear the direct costs of relocating the Customer Equipment

## **6 COUNTRYTELL EQUIPMENT**

### **6.1 Use of Countrytell Equipment**

Where Countrytell provides You with or allows the use of any of Countrytell Equipment:

- (a) You must notify Countrytell promptly on becoming aware of any damage to or malfunction of the Countrytell Equipment or that any Countrytell Equipment requires maintenance of any kind; and
- (b) You will not, without Countrytell' prior written consent, remove any of Countrytell Equipment from the Location.

## **7 CUSTOMER EQUIPMENT**

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## **7.1 Risk of Loss**

You bear the entire risk of loss or damage to the Customer Equipment after its delivery to the Location (except to the extent that the loss or damage was caused by Countrytell's gross negligence).

## **7.2 Customer Equipment**

- (a) You must ensure that all Customer Equipment is appropriate, adequately maintained and meets minimum technical standards determined by the ACMA and any other standards advised by Countrytell to You from time to time.
- (b) You must ensure that all Customer Equipment is separately fused.
- (c) You must properly configure all Customer Equipment prior to its delivery to Countrytell.
- (d) You must arrange for delivery to the Location of all Customer Equipment, together with all labour, tools and test equipment necessary to completely install and test the Customer Equipment within the area and timeframe designated by Countrytell.
- (e) You must, or must procure that Your agents, employees or contractors install, burn-in and test the Customer Equipment in accordance with the standards referred to in paragraph 7.2(a) and any relevant Customer Equipment supplier/manufacturer instructions, so as to satisfy safe technical and environmental operation standards. Countrytell may assist with installation as set out in clause 4.1 and may provide additional installation assistance, for the Charges specified in the Service Order, Service Information Summary or as notified by Countrytell to You from time to time.
- (f) If, in Countrytell' opinion, the Customer Equipment is causing, or is likely to cause, service degradation to other Countrytell customers due to overheating, excessive power load, non-standard installation practices, noise or other interference, Countrytell reserves the right to turn off the Customer Equipment. Where practicable, Countrytell will endeavour to give You 24 hours' notice to remedy the situation, prior to turning off the Customer Equipment.
- (g) You must maintain and provide to Countrytell a contact list of Your relevant agents, employees and contractors, including escalation contacts and contacts for the reporting of faults and maintenance enquiries.
- (h) You must maintain at all Locations and provide to Countrytell a list of all circuits installed, specifying pairs, carrier(s) and where they are terminated in the Cabinet(s).

## **7.3 Maintenance and Troubleshooting**

- (a) You are responsible for, and must pay all costs in relation to, all routine and emergency maintenance and repair of the Customer Equipment in a timely fashion.
- (b) You must work co-operatively with, and provide assistance to, Countrytell in the isolation of faults and maintenance requirements relating to the Customer Equipment and the Services. Such assistance includes the provision of loop backs and bit error rate testing.
- (c) You must bear all costs associated with third party efforts in disaster recovery, troubleshooting or other support agreements, provided that You agree in advance to retain third parties to provide such services. You must advise Countrytell of the material terms of such agreements.
- (d) You must ensure that the equipment and cabling connecting the Customer Equipment to Countrytell' Network provide the proper transmission quality to Countrytell' Network and that all local, State and Commonwealth laws and regulations, ACMA regulations and the insurance requirements specified in paragraph 7.1 in relation to the Customer Equipment are complied with at each Location.
- (e) If requested by Countrytell, You must provide Countrytell with any necessary agency authorisation reasonably required for Countrytell to be able to fulfil its obligations under this Service Information Summary.

## **8 INSURANCE**

### **8.1 Insurance**

- (a) You must, at your own expense, obtain and maintain with a reputable insurer the following insurances:
  - (i) public and products liability insurance for not less than \$20 million for any single event;

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- (ii) property and casualty insurance including fire and perils coverage for the Customer Equipment as well as Third Party equipment at the Location for an amount not less than the aggregate of the replacement cost of all Customer Equipment or Third Party equipment; and
  - (iii) workers compensation insurance as required by law or regulation.
- (b) The Customer must provide to Countrytell certificates of currency issued by the insurer for the insurance policies referred to in clause 8.1(a) on request by Countrytell, which will not be on more than one occasion per 12 month period.

## **8.2 Failure to maintain insurance**

If the Customer fails to effect and keep in force the insurance policies specified in clause 8.1, Countrytell may effect and keep in force the insurance policies and the cost of the insurance will be immediately due and payable by the Customer to Countrytell.

## **9 DUTIES OF COUNTRYTELL**

### **9.1 General obligations**

Countrytell must:

- (a) provide You with reasonable information and assistance in relation to the Services or on such terms as the parties may agree from time to time;
- (b) provide You with copies of, and the updates to, any documentation which materially affects the Services; and
- (c) endeavour to assist You in the investigation of any fraudulent use or other misuse of Services by End Users.

## **10 SUPPLIER TERMS AND CONDITIONS**

### **10.1 Supplier Terms and Conditions**

You must not permit any of your Suppliers, contractors, or service providers to access the Location unless they have executed and agreed to be bound by the Supplier Terms and Conditions. You are liable for, and indemnify Countrytell against, any loss or damage incurred by Countrytell or any of its customers as a result of any act or omission of any such Supplier, contractor or service provider who enters the Location at your request.

## **ACKNOWLEDGMENTS AND INDEMNITY**

### **11.1 Acknowledgments**

- (a) You acknowledge that the Countrytell network is not necessarily a secure and confidential method of communications and You shall transmit data on the Countrytell network at Your own risk.
- (b) You acknowledge that Countrytell does not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of the Services and that Countrytell is not responsible in any way for the nature, content and form of that material access to that material or use of that material.
- (c) You acknowledge that Countrytell will not be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.
- (d) You acknowledge that, to the extent permitted by law, Countrytell makes no representations or warranties as to the effectiveness or fitness for purpose of any access restrictions, Countrytell's network security or Your network security. You shall make no claim against Countrytell concerning any access restrictions, Countrytell' network security or Your network security.
- (e) You agree not to disclose to any other person any identification or login information, whether in use or not, nor any other confidential information relating to the Services, other than to Your employees, agents and contractors who require this information to properly perform their function.

### **11.2 Indemnity**

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- (a) You indemnify, and will keep fully indemnified, Countrytell and its Related Bodies Corporate, and each of their officers, agents, employees and contractors, from and against any losses, damages, costs or expenses (including legal costs assessed on a solicitor Customer basis) which Countrytell, its Related Bodies Corporate or any of their officers, agents, employees or contractors, may suffer or incur arising out of or in connection with:
- (i) the presence of the Customer Equipment or Your officers, agents, employees or contractors at the Location
  - (ii) the installation, operation, maintenance or removal of Customer Equipment on or from the Location;
  - (iii) the connection by You or at Your direction of the Customer Equipment to any carrier or service provider network that is not in accordance with any relevant laws or regulations;
  - (iv) any defects or faults in the Customer Equipment;
  - (v) the acts or omissions of any of You or Your officers, agents, employees or contractors, or any other person for whom you are vicariously liable at the Location;
  - (vi) Your use of the Services;
  - (vii) the transmission of or the presence of any illegal, fraudulent or offensive material by You (or any of Your End Users);

**11.3 Liability for release of gas fire suppression system (where fitted)**

Without limiting the application of clause 11.2, You indemnify Countrytell in respect of any cost, liability or damage incurred by Countrytell as a result of the gas fire suppression system being activated at the Location (including the cost of replacing or refilling the gas canister) as a result of any act or omission of the Customer or any employee, contractor, agent, Supplier or representative of the Customer, or any other person for whom the Customer is vicariously liable.



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## APPENDIX 1 - SUPPLIER TERMS AND CONDITIONS

You must ensure that each of your Suppliers complies with all of the following obligations and otherwise does everything necessary to ensure Your continued compliance with this Agreement.

- (a) Suppliers may only access the Location if accompanied by an employee of Countrytell.
- (b) Where the on-site work is likely to take more than one day, Countrytell may issue named representatives of a Supplier with access cards. If so issued, the access cards may not be used by any other person, or transferred to another person without the prior written consent of Countrytell.
- (c) Every person who accesses the Location must notify a Countrytell employee, even if they have been issued an access card, each time they access the Location.
- (d) Access to the Location is for the purposes of performing the Supplier's services only. No access for any other purpose is permitted.
- (e) The Supplier must comply with Countrytell' security regulations and other local site operating policies and procedures as advised by Countrytell to You from time to time and must follow all reasonable instructions given by Countrytell employees on-site.
- (f) Suppliers must not interfere with or modify any equipment at the Location including Countrytell Equipment or Customer Equipment, other than Your equipment.
- (g) The Supplier must notify Countrytell promptly on becoming aware of any damage to or malfunction of Countrytell Equipment or any Customer Equipment which arises as a result of the Supplier's actions on site.
- (h) The Supplier may not use any flammable equipment or products or do anything else which could cause a fire, or activate the fire suppression systems at the Location without the prior approval and supervision of a Countrytell employee.
- (i) The Supplier must not, without Countrytell' prior written consent, remove any Countrytell Equipment from the Location.
- (j) The Supplier must comply with all Countrytell' health and safety policies and guidelines advised to You or to the Supplier at the Location.
- (k) The Supplier must obtain and maintain with a reputable insurer the following insurances:
  - (i) public and products liability insurance for not less than \$20 million for any single event; and
  - (ii) workers compensation insurance as required by law or regulation.

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# Annexure A      Service Level Agreement for Colocation Services

## 1      Introduction

1.1      From the date of this agreement until otherwise notified by Countrytell in writing, the service level agreement set out in this Annexure B (**SLA**) will apply. Such amended service level agreement must not have a material adverse effect on you.

## 2      Incident Management

2.1      Countrytell reserves the right to charge you in the event that Countrytell is called to diagnose an Incident that is subsequently proven to be in your equipment, or infrastructure used by you that is supplied by a third party provider (e.g. not Countrytell or Countrytell’s third party suppliers). This also applies to Incidents that occur on Countrytell Equipment or Countrytell Infrastructure caused by negligent use or misuse by you or your agents, suppliers, customers or contractors.

2.2      Countrytell defines Incident priorities as outlined in the table below:

Security Level	Description
Priority 1	Severe business impact. Critical business services down
Priority 2	High business impact. Non-critical services down. Service degradation
Priority 3	Minor service degradation specific service functionality unavailable
Priority 4	A minor service issue

2.3      Countrytell will respond to Incidents and work to restore a service as detailed in the table of this SLA.

2.4      Countrytell does not guarantee that a Service will be restored within the times specified in the tables of this SLA however, Countrytell will use all reasonable endeavours to restore a Service within the times specified.

2.5      When an Incident is logged, the Countrytell Support Centre will:

- (a)      agree with you the level of Priority to be allocated to the Incident;
- (b)      record the Incident in the Countrytell Service Management System and assign and quote a unique ticket number to you;
- (c)      manage any necessary escalations, remotely or at your site, to restore services within target restoration times;
- (d)      update you with the progress of the Incident via phone or email at mutually agreed intervals; and
- (e)      advise you when the Incident has been resolved via phone or email.

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### **3 Service Request Management**

3.1 Any urgent Service Requests logged via email should be followed up with a phone call to the Countrytell Support Centre with business justification for the urgent request. Complex Service Requests should be raised with the Account Manager.

3.2 Countrytell defines Service Request priorities as outlined in the table below:

<b>Security Level</b>	<b>Description</b>
Priority 5	Service Request is required to ensure continual operation of the business
Priority 6	Service Request that has minimal impact to continual operation of the business
Priority 7	Service Request that is non urgent, has no impact and is not required for continual operation of the business

3.3 Countrytell will respond to Service Requests and work to fulfil a request as detailed in the table of this SLA.

3.4 Countrytell will use all reasonable endeavours to fulfil a request within the times specified.

3.5 When a Service Request is logged, the Countrytell Support Centre will:

- (a) agree with you the level of Priority to be allocated to the Service Request;
- (b) record the Service Request in the Countrytell Service Management System and assign and quote a unique ticket number to you;
- (c) manage any necessary escalations, remotely or at your site, to fulfil Service Requests within target fulfilment times;
- (d) update you with the progress of the Service Request via phone or email at mutually agreed intervals; and
- (e) advise you when the Service Request has been fulfilled via phone or email.

### **4 Scheduled Maintenance**

4.1 It is necessary from time to time to perform Scheduled Maintenance to maintain Countrytell Infrastructure. Countrytell will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to you.

4.2 Countrytell will provide you with as much prior notice as is reasonably practicable in the circumstances.

## Service Table

Category	Priority	Period	Target
Service Availability, defined as · Power - available · Air temperature - 15°C - 27 °C · Humidity - 10% - 80%	-	24x7x365	≥ 99.95% < 99.95%
Incident Response Time	P1 P2 P3 P4	24x7x365 24x7x365 BH BH	1 hour 2 hours 8 hours 12 hours
Target Restoration Time	P5 P6 P7	24x7x365 24x7x365 BH BH	8 hours 16 hours 1 Business Day 2 Business Days
Service Request Response Time	P5 P6 P7	BH BH BH	8 hours 16 hours 24 hours
Service Request Fulfilment Time	P5 P6 P7	BH BH BH	12 hours 24 hours 5 Business Days
Service Delivery	-	BH	10 Business Days

## 5 Definitions

5.1 In this Service Level Agreement (**SLA**), the following terms have the meaning set out below:

- (a) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.
- (b) **Complex Service Requests** means a request that involves specialised design activities to be undertaken to fulfil the request.
- (c) **Countrytell Infrastructure** means any items, equipment owned or used by Countrytell including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by Countrytell including, without limitation, Countrytell Equipment.
- (d) **Countrytell Support Centre** means the Countrytell work group which provides support to you for the recording and management of Incidents and Service Requests.
- (e) **Incident** means any issue that affects the normal operation of the Service.
- (f) **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on clauses 2.2 and 3.2.

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- (g) **Response Time** means the time between an Incident or Service Request being recorded via phone or email and when an engineer has been assigned to work on the Incident or Service Request.
  - (h) **Restoration Time** means the time between an Incident or Service Request being reported by you to the Countrytell Support Centre, and resolution of the Incident or fulfilment of the Service Request.
  - (i) **Scheduled Maintenance** means the planned periods when Countrytell or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.
  - (j) **Service Availability** means the percentage of time that the Service is available in a calendar month as a function of total time in the month less any Restoration Times.
  - (k) **Service Management System** means the system Countrytell uses to manage Incidents, Requests and Customer communications.
  - (l) **Service Request** means a request from you for information, advice, add, move, change or access to an IT function.
  - (m) **Target** means the performance metrics (in the applicable table under the heading "Target") outlined in the table in this SLA.