

# Mi Support Service Level Agreement (SLA)

## Introduction

Mi Services continually listens to customers, understands their needs and constantly improves the quality, breadth and depth of the services delivered. This Service Level Agreement is reviewed at least every six months to gauge its continued effectiveness in defining the required service. Mi Services reserves the right to modify this SLA as necessary where services are upgraded. Mi Services modifications will not reduce the level, criticality, measurement and reporting of any SLAs other than where a service is withdrawn.

## A1 Maintenance Service Summary

Mi Support service provides a single point of contact for all incident and case management. Once an incident has been identified, it is actively managed by our service desk, referred to as the vNOC (Video Network Operations Centre) Helpdesk, which provides our customers real-time access to skilled Unified Collaboration and Audio Visual specialists 24 hours per day, five (5) days per week. This can be extended to seven (7) days per week excluding national public holidays, for an additional cost. All activities associated with the case are coordinated by the vNOC Helpdesk with updates automatically emailed to customers.

### A1.1. Mi Support Service Levels

Mi Support provides a full complement of post sales maintenance “break-fix” services for Unified Collaboration (UC) and Audio Visual systems, ensuring the highest-level technical support and ITIL practices. Mi Support offers three (3) levels of Maintenance; Assurance, Onsite and Onsite+ which include; advance parts replacement, incident management, software patches/updates, product training, asset management and optional on-site support.

|                                   | Mi Support Assurance | Mi Support Onsite | Mi Support Onsite+ |
|-----------------------------------|----------------------|-------------------|--------------------|
| Service Desk (1st Level response) | ✓                    | ✓                 | ✓                  |
| Advance Parts Replacement         | ✓                    | ✓                 | ✓                  |
| Software Patches & Updates        | ✓                    | ✓                 | ✓                  |
| Product Training                  | ✓                    | ✓                 | ✓                  |
| Onsite Response Time              |                      | Next business day | 4 business hours   |

**Mi Support Assurance** is the minimum-level offering providing our customer real-time access to our Level 1 vNOC Helpdesk Operators who have hands-on experience and access to our comprehensive knowledge base and support processes based on industry-recognised ITIL best practises. The vNOC Helpdesk Operators will attempt to match the event to a known error or problem and look for proven resolution actions for similar incidents. If the issue cannot be resolved remotely, the vNOC Helpdesk may determine an equipment failure is at fault and despatch replacement parts ((Advance Parts Replacement). Mi Support Assurance customers also have access to patches and new software point releases to ensure their environments have the latest bug fixes, features and functionality.

**Mi Support Onsite** expands the features of Mi Support Assurance to include onsite technical support the next business day On-site service. Mi Support Onsite is recommended for organisations whose internal staff may be unable to perform component replacement within their AV or UC environments due to resource allocation or the lack of specific vendor training and certification. The vNOC Helpdesk provides a single point of contact for all fault management incorporating first level remote troubleshooting, escalation and co-ordination of a field technician in accordance with the Mi Support SLA.

**Mi Support Onsite+** provides the same features as Mi Support Onsite with a reduced onsite response time of 4 business hours. Mi Support Onsite+ is the choice for companies with mission-critical Unified Collaboration environments that require the highest level of support available. As part of our on-boarding process for all Mi Support Onsite+ customers, we identify critical spares components and their location, which is essential for swift resolution.

## **A2 Incident Management**

The Mi Support service desks, referred to as our vNOC Helpdesk are based in the United Kingdom and Australia, with additional centres in Asia Pacific, North America and Europe. Through our partner support network, Mi Support offers complete, extensive coverage to ensure consistent support for all customer locations.

### **A2.1 Incident Registration**

- A2.1.1 In the event of an incident the customer will initiate contact with the Mi Support vNOC Helpdesk via email or telephone and provide company name, contact name, contact email, contact telephone number, equipment location and incident details.
- A2.1.2 Mi Support vNOC Helpdesk will endeavour to answer telephone calls within 20 seconds.
- A2.1.3 Mi Support will record the incident details and provide a case number to the customer.

### **A2.2 Incident Classification**

- A2.2.1 Following the registration phase, Mi Support will classify the case according to Item C.2.5.2: Incident Severity Matrix and calculate minimum response time according to Item C.2.5.3: Response Time Matrix.

## A2.3 Incident Severity Matrix (C2.5.2)

| Priority | Incident Severity (IS)                                                                      | Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | Platform outage effecting all devices, rooms or users.                                      | An IS_1 is assigned for an incident that stops the whole of the platform from operating and effecting all devices, rooms or users presenting a situation a system outage. Faults of this magnitude would include but are not limited to; a network failure or central component of the core infrastructure. The SLA for working on an IS_1 service incident is immediate and at least one vNOC Helpdesk Operator will be dedicated to keeping customers informed at all times and will immediately engage the Mi Support Operations Manager in-person or by telephone. As soon as possible and within 10 minutes of the issue being diagnosed as IS_1 an email will be sent immediately to all customers' key contacts. |
| 2        | Site/building outage effecting devices, rooms or users specific to a business unit or site. | An IS_2 is assigned for an incident that impacts a customer's individual business unit, site or building and the vNOC Helpdesk Operator will endeavour to find a work around. The customers nominated key contacts will be informed of the IS_2 service issue immediately as it is discovered.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3        | Room/Area outage effecting devices or users specific to a location.                         | An IS_3 is assigned for an incident that impacts a customer's devices or users specific to a room or area effecting a specific location. It is expected that the majority of incidents logged on the vNOC Helpdesk would fall into this category and the vNOC Operator will work with the customer to provide a workaround where possible.                                                                                                                                                                                                                                                                                                                                                                              |
| 4        | User is not impacted, request on a feature functionality or information.                    | An IS_4 is assigned for an incident that does incorporate an outage. It is most likely a feature functionality or information request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## A2.4 Response Time Matrix (C2.5.3)

| Severity | Mi Support Assurance Remote Response | Mi Support Onsite Onsite Response* | Mi Support Onsite+ Onsite Response* |
|----------|--------------------------------------|------------------------------------|-------------------------------------|
| 1        | 10 minutes                           | Next business day                  | 4 business hours                    |
| 2        | 20 minutes                           | Next business day                  | 4 business hours                    |
| 3        | 30 minutes                           | Next business day                  | Next business day                   |
| 4        | 60 minutes                           | Not applicable                     | Not applicable                      |

\*Business Day is Monday to Friday excluding public holidays.

\*Customer location must be within 40km radius of the CBD of a Mi Support Service Centre.

## A2.5 Incident Investigation

A2.5.1 Following the classification phase, Mi Support vNOC Helpdesk will contact the customer within the minimum response time for the service level purchased.

A2.5.2 In the event a vNOC Operator deems the issue may be resolved remotely, the vNOC Helpdesk team will work through troubleshooting and fault testing processes and provide appropriate instructions to the customer to attempt to resolve the case remotely.

A2.5.3 In the circumstance where the customer has purchased Mi Support Assurance and we deem the fault is due to equipment failure, Mi Services will:

- Contact the customer in accordance with the Item Response Time Matrix and advise that replacement parts are required;
- Despatch standard parts no later than next business day
- Relay instructions to the customer for the return of faulty equipment;
- Provide standard shipping for delivery of affected equipment at no Additional Charge to the customer;
- Coordinate alternative special shipping at the customer's expense, if requested;

- A2.5.4 In the circumstance where the customer has purchased Mi Support Assurance and the vNOC Helpdesk Operator deems onsite support is required due to the initial incident or if attempts to resolve the issue with replacement parts were unsuccessful, the team will:
- a) Provide the customer with an estimate for onsite support time and any costs that may apply should a customer request a service higher than what was originally purchased.
  - b) If advised by the customer to proceed, collect payment details and schedule onsite support within a reasonable time frame;
  - c) Notify the customer on arrival and gather any further information;
  - d) Attempt to resolve the case by replacing affected equipment, as required;
  - e) Update the customer on case status and advise if further action is required;
  - f) Acquire the customer signature on departure confirming onsite support details.
- A2.5.5 In the circumstance where the customer purchased Mi Support Onsite or Onsite+ and the vNOC Helpdesk Operator deems the case cannot be resolved remotely, the team will:
- a) Schedule onsite support within the response time specified in C.2.5.3: Response Time Matrix;
  - b) Advise the customer of the appointment time and estimated duration;
  - c) Notify the customer on arrival and gather any further information;
  - d) Attempt to resolve the case by replacing affected equipment and performing remedial maintenance, as required, at no additional charge to the customer;
  - e) Update the customer on the case status and advise if further action is required;
  - f) Acquire the customer's signature on departure confirming onsite support details.
- A2.5.6 Throughout the investigation and diagnosis phase, the team will provide periodic case updates, especially at important check-points such as parts dispatch, case escalation, or service call scheduling;
- A2.5.7 The customer can contact the vNOC Helpdesk and provide the case number for further information or updates.



## A2.6 Incident Resolution

- A2.6.1 Following the investigation phase, the team will advise the customer of diagnosis and resolution.
- A2.6.2 Where a case is unresolved, the team will apply a workaround to minimise the customer impact, where practicable and advise the customer of any proposed further action.
- A2.6.3 To assist with remote diagnostics or issue resolution, the team may refer the service issue to the equipment manufacturers (vendor). The following are the times at which each Incident Severity type call must be escalated to key internal personnel and or platform manufacturers.

| Severity | Mi Support Assurance Remote Response | Mi Support Onsite Onsite Response* | Mi Support Onsite + Onsite Response* |
|----------|--------------------------------------|------------------------------------|--------------------------------------|
| 1        | 10 minutes                           | Next business day                  | 4 business hours                     |
| 2        | 20 minutes                           | Next business day                  | 4 business hours                     |
| 3        | 30 minutes                           | Next business day                  | Next business day                    |
| 4        | 60 minutes                           | Not applicable                     | Not applicable                       |

## A2.7 Incident Closure

- A2.7.1 Following the resolution phase, the vNOC Helpdesk will contact the customer within two (2) weeks to confirm case resolution and satisfaction.
- A2.7.2 In the event the customer is not satisfied with the resolution, the vNOC Helpdesk may re-open the case and investigate further.

### **A3 Advanced Parts Replacement**

- A3.1.1 Mi Support keeps an extensive inventory of new or functionally-equivalent-to-new spare equipment for our Advance Parts Replacement service. Standard parts replacement and shipping costs are included for all Mi Support Maintenance Service levels. If requested, the vNOC Helpdesk can organise special handling or expedited delivery for an additional fee.
- A3.1.2 Most manufacturers offer a 90-day warranty on software and a 365-day warranty on hardware. Manufacturer warranty generally requires customers to return the faulty equipment (prepaid, insured and packaged appropriately). Once the returned item is received, the manufacturer will return the repaired or replaced item to the customer.
- A3.1.3 Unlike a manufacturer warranty, Mi Support Maintenance Services replaces faulty parts in advance of receiving the defective equipment. In the event of equipment malfunction or failure, the vNOC Helpdesk will despatch replacement parts to Mi Support Assurance customers no later than the next business day and provide instructions for the return of the faulty parts. For Mi Support Onsite and Onsite+ customers, the vNOC Helpdesk will co-ordinate Mi Support accredited field engineers to install replacement parts.
- A3.1.4 Title in all replacement parts for the equipment provided by Mi Support in performing the services will pass to the customer upon installation. Upon removal of any replaced parts from the equipment in the course of services title to those replaced parts will pass on removal to Mi Support. All parts supplied by Mi Support under this Agreement shall be new or functionally-equivalent-to-new.
- A3.1.5 In the case where the customer requests that parts are replaced for no reason other than due to wear and tear but serve no risk to the use of the equipment, an additional charge will be payable by the customer and the replaced part(s) remain under ownership of the customer.



## **A4 Software Patches & Updates**

All equipment covered under a Mi Support maintenance service is eligible to receive the latest software updates and upgrades. For Mi Support Onsite and Onsite+ customers, software updates or upgrades will be installed to address a fault however, Mi Support does not provide for the installation of the software updates based on new features. The customer is not obligated to install any updates and/or upgrades made available. However, Mi Services reserves the right to (a) only perform the service on the most recent update release under the then-current and the immediately preceding upgrade release of the software.

- A4.1.1 Mi Services will make new software releases available for equipment listed in the Mi Support contract at no additional charge to the customer.
- A4.1.2 In the event that a hardware upgrade not forming part of the customer's equipment is required for the proper operation of the software, the customer will purchase that hardware upgrade in order to obtain the software release.

## **A5 Exemptions**

Services to be provided by Mi Services under this Agreement do not include the following unless specifically listed in the Mi Support Agreement:

- A5.1.1 Services required to be performed in respect of the equipment at a location other than the location specifically listed in the Mi Support Agreement
- A5.1.2 Repair of any malfunction or damage whatsoever caused by lightning, electrostatic interference, electromagnetic interference or power surges of any type howsoever caused;
- A5.1.3 Damage to the equipment caused by the failure of air conditioning, humidity control or any environmental factor or any other circumstance beyond the reasonable control of Mi Services;
- A5.1.4 Replacement or repair of any damage to the glass panel on the front screen of a panel.
- A5.1.5 Routine maintenance and cleaning or parts replacement due to wear and tear;
- A5.1.6 Replacement of any accessories or consumables;
- A5.1.7 Programming, graphics and commissioning services;

- A5.1.8 Setting up the product on site or product support. A Mi Support package is required for access to technical support on applicable products. Onsite commissioning services are available for an additional fee; Onsite services available to Mi Support Onsite and Mi Support Onsite+ customers.
- A5.1.9 Calibration of other products which may be connected to or used with the product or with the replacement product;
- A5.1.10 Damage or defects caused by use, operation or treatment of the product inconsistent with normal use;
- A5.1.11 Damage or changes to the product arising from misuse, including but not limited to physical, cosmetic or surface damage, failure to install or use the products for its designated purpose or in accordance with the manufacturers / our instructions; failure to maintain the product properly and in accordance with the manufacturer's instructions; modification to the product;
- A5.1.12 The use of options, parts or consumables which are not sourced from Mi Services or its subsidiaries.
- A5.1.13 Misuse, including any use outside the product's specification, excessive or inappropriate use, or use in an adverse or abnormal environment
- A5.1.14 Virus infections or use of software/s not provided with the product or incorrectly installed software/s;
- A5.1.15 Repair or attempted repair by unauthorised and nonaccredited persons;
- A5.1.16 Damage to products resulting from neglect;

## **Terms and Conditions**

These Terms and Conditions govern the agreement for the supply by Mi Services of specified services (the "Services") if a Mi Services supplied product covered under this agreement fails to operate or operates outside of its specification. It covers equipment bearing the serial number registered with Mi Services when the service was activated or equipment which Mi Services has provided to replace it under the terms of this service. It is not a policy of insurance. Nor is it a warranty, guarantee or other promise that your Mi Services product will not fail or that it meets any particular quality standard. It does not extend the rights you obtained in this respect at the time you bought the product. By this agreement, Mi Services accepts no additional liability in respect of defects in the product beyond a liability to provide the services as described. This agreement does not affect any existing legal rights you have against the person who supplied your Mi Services product or against Mi Services. It is additional to them.

## A6 Warranty Activation & Duration of Services

Activation instructions are provided when you purchase your extended warranty. The service becomes active, and we will begin providing the services to you, only when the activation code and serial number of your Mi Services supplied product is registered with Mi Services. Before activating and accepting Mi Services' offer to provide services, you should read these Terms and Conditions so that you are clear about the services to be provided, the scope of Mi Services' liabilities to you, and your responsibilities.

We will not accept registration without a valid Authorisation Number and serial number of your product. The Authorisation Number is printed on the sheet "Activating This Pack" which is provided when a warranty support package is purchased. The serial number is located on the product hardware, it can be found on the loading screen when a unit is rebooted after installation or on the physical hardware device. The product must be in working condition. We will not provide services if the product was faulty at the time of registration. Proof of purchase and activation of the Mi Support service is required to issue an advanced replacement product.

### A6.1 Duration of the Service

| Warranty Period (Years) | Duration of Service                                                                                                                                                                   |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                       | The 1-year swap out warranty provides support & product warranty repair cover for a period 365 days from the date the product was purchased new from Mi Services. Maximum 3 claims    |
| 2                       | The 2-year swap out warranty provides support & product warranty repair cover for a period 730 days from the date the product was purchased new from Mi Services. Maximum 3 claims    |
| 3                       | The 3-year swap out warranty provides support & product warranty repair cover for a period 1095 days from the date the product was purchased new from Mi Services. Maximum 3 claims   |
| 5                       | The 5-year swap out warranty provides support and product warranty repair cover for a period 1825 days from the date the product was purchased new from Mi Services. Maximum 3 claims |

## **A7 Limitations of Liability**

If the product or any other item owned by you is damaged as a direct result of Mi Services providing the service in a negligent way, Mi Services accepts liability for the damage caused to those items. If the product itself is damaged as a direct result of Mi Services providing the service in a negligent way, Mi Services will repair or replace the product; if other property is damaged as a direct result Mi Services will pay up to a maximum of the value of \$USD7,000. Mi Services does not accept liability beyond this. In particular it does not accept any liability for breach of contract or otherwise for any consequential loss or damage, loss of use of the product or other items or loss of sales, profits or opportunity you may suffer. If you think a failure by Mi Services to provide the service may cause you losses of this kind and it is important to you to protect against them, you should either take out appropriate insurance or contact Mi Services to discuss individually negotiated terms at a premium price. The terms of the agreement between you and Mi Services are fully set out in this document. There are no other terms, conditions or warranties which apply to the agreement or which are implied into it (except any terms implied by statute which cannot be excluded). The service to be provided is as described in this document and you should not rely on any representation made to you which suggests otherwise.

Notwithstanding the above, nothing in this agreement shall limit or exclude the supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation or wilful default; and
- (c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

## **A8 Cancellation of Services**

You cannot cancel or get a refund for after sales services (such as maintenance, repair and training services) once we start performing the services. You will also be unable to cancel Mi Support Maintenance Services once you have started using the service. The Mi Support contract will automatically be cancelled if you submit a claim you know to be false, fraudulent or a misrepresentation.

## **A9 Transferring Your Extended Warranty**

- A9.1 To other equipment: You cannot transfer your extended warranty to any other equipment except where we transfer the benefit of such to replacement products.
- A9.2 To a third party: You cannot transfer the benefit of your extended warranty to a third party without our consent which shall be in our absolute discretion.

## **A10 Governing Law**

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the country the Mi Support contract was purchased.

## **A11 vNOC Helpdesk Call Recording**

vNOC Helpdesk phone calls may be recorded for training, quality improvement and security purposes in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations.

## **A12 Force Majeure**

We shall not be under any liability for any failure to perform any of our obligations under the Agreement due to events over which we have no control ("Force Majeure") including but not limited to the following non-exhaustive list of events such as: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, terrorist atrocities, pandemic, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; non-performance by suppliers or service providers undergoing an insolvency event; Unforeseeable shortages in the availability of personnel caused by epidemic or pandemic; economic recession.



## **A13 Definitions**

- "Mi Services"/, "We" / "we", Our/ "our" or "Us" / "us" Or a contractor appointed by us;
- "Price" means the payment made by you to us in consideration for this Mi Support service;
- "Working day" means the hours between 8.30am and 5.30pm, Monday to Friday, excluding any national bank or public holidays and any days falling between Christmas and New Year;
- "Working hour" means any hour in the working day;
- "You" / "you" means the person who has purchased the extended warranty;
- "Your specified address" is the address given by you as the location of the product covered by the service.
- The specification for Mi Services supplied products is that defined by the manufacturer/vendor of the product.

**END**