



**Australian Government**  
**Department of Finance**

**Memorandum of Understanding**

MOU No. **201X/XXX**

Dated \_\_\_\_\_

Commonwealth of Australia as represented by the Department of Finance (ABN 61 970 632 495)

And

**xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx** (ABN **nn nnn nnn nnn**)

**Parties** Department of Finance (**Finance**) and [REDACTED] (the **Entity**)

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**Details for Finance**

**Name** Commonwealth of Australia as represented by the Department of Finance

**ABN** 61 970 632 495

**Address** One Canberra Avenue  
FORREST ACT 2603

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**Details for Entity**

**Name** [REDACTED]

**ABN** [REDACTED]

**Address** [REDACTED]

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**Role and Appointment of Contact Officer**

Each party agrees to appoint a contact officer (**Contact Officer**). The Contact Officer for each party is authorised to act for that party in relation to this Memorandum, and is the first point of contact for the other party in relation to any disputes arising under this Memorandum.

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**Finance Contact Officer**

**Name** [REDACTED] **Lead Engagement Officer**

**Position** govCMS Lead Engagement Officer  
Online Services Branch

**Postal Address** Department of Finance  
One Canberra Avenue  
FORREST ACT 2603

**Telephone** [REDACTED] **02 XXX XXX**

**Email address** govCMS@finance.gov.au

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**Entity Contact Officer**

**Name** [REDACTED]

**Position** [REDACTED]

**Postal Address** [REDACTED]

**Telephone** [REDACTED]

**Email address** [REDACTED]

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## General Information

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### 1. Definitions and Interpretation

In this Memorandum of Understanding (MOU):

**Commencement Date** means the date of execution of this MOU by the Parties, or if executed on different days the date of execution by the last Party to do so.

**Commonwealth company** has the same meaning in the *Public Governance, Performance and Accountability Act 2013*.

**Commonwealth entity** has the same meaning in the *Public Governance, Performance and Accountability Act 2013*.

**govCMS** means government content management system, the service being brokered by Finance in this MOU.

**govCMS Combined Product and Services Guide** means 'The Guide' document made available to Entity.

**govdex** (*govdex.gov.au*) is a whole of government online collaboration tool managed by Finance.

**Intellectual Property Rights** means all intellectual property rights, including but not limited to, the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and domain names;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

**ISM** means the Australian Government Information Security Manual.

**PSPF** means the Australian Government Protective Security Policy Framework.

**Service provider(s)** means the service provider(s) contracted by Finance to provide Services.

**Services** means the service offerings provided in the delivery of the govCMS shared service. Services may be provided by Finance or a Service Provider.

**Service Level Agreement (SLA)** means the agreement under this MOU which describes the services to be delivered and the agreed service level performance.

**2. Nature of MOU (status)**

- 2.1. This MOU sets out the terms and conditions between Finance and the Entity for hosting of public engagement websites on the govCMS shared service.
- 2.2. Subject to clause 2.3, under this MOU, Finance and the Entity seek to fulfil their respective commitments. This MOU merely constitutes a statement of the mutual intentions of the parties and each party agrees that:
- (a) it does not constitute an obligation binding on any party; and
  - (b) it creates no rights in favour of any of the parties.
- 2.3. If the Entity is a:
- a) State Government;
  - b) Territory Government;
  - c) local government; or
  - d) a Commonwealth company,
- this instrument is a binding agreement between the Commonwealth (as represented by Finance) and the Entity and all references to 'MOU' are references to 'agreement', and clause 2.2 is deemed to be deleted from this agreement.
- 2.4. This MOU does not contain all matters upon which agreement should be reached in order for the long term provision of govCMS.
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**3. About govCMS**

- 3.1. govCMS is an open source content management service, hosted on a managed cloud platform. It provides users with a range of tools to create and manage websites without the need to own and manage the software or infrastructure. It includes service options for support, website design and development, and managed operations.
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**Terms of the MOU**

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**4. Commencement and Duration**

- 4.1. This MOU commences on the date it is signed and continues until terminated:
- (a) by the parties at any time by mutual agreement; or
  - (b) by either party by providing 30 days written notice.
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**5. Scope of Services and SLA**

- 5.1. Finance will arrange for the provision of Services by the Service Provider(s) to the Entity, including:
- (a) the Services as outlined in Appendix A; and
  - (b) optional professional services required by the Entity or required for transition to govCMS, as outlined in Appendix B.
- 5.2. The Services will be provided in accordance with the requirements and SLA specified in Appendix C.
- 5.3. The Services will be deemed to have been accepted by the Entity on transfer of the Domain Name Service of the website(s) to govCMS.
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**6. Roles and Responsibilities**

- 6.1. A list of the roles and responsibilities of Finance, the Service Provider and the Entity relating to the Services are described in the specific plan based hosting and support arrangements and govCMS Responsibility Assignment Matrix in Appendix C.
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**7. Disclosure of Confidential Information**

- 7.1. A party may not disclose any confidential information provided by the other to any third party, unless the disclosure is:
- (a) to the party's employees or advisors for the purposes of this MOU;
  - (b) authorised or required by law to be disclosed;
  - (c) for government or parliamentary accountability purposes; or
  - (d) with the consent of the other party.
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**8. Use and return of Confidential Information**

- 8.1. Each party agrees to:
- (a) Only use confidential information provided by the other for the purposes of this MOU, or for government or parliamentary accountability purposes.
  - (b) Subject to its need to retain documents in order to comply with record keeping and accountability requirements, each party must deliver all material that contains confidential information to the other party if and when requested by the other party.
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**9. Privacy, information management**

- 9.1. Each party agrees to comply and ensure its officers, employees, agents and subcontractors comply with applicable laws concerning privacy,

**and  
complaints**

including the requirements of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles<sup>1</sup>.

**Storage of Personal or Sensitive Information on govCMS**

- 9.2. govCMS will utilise public cloud infrastructure that may be onshore or offshore. The Entity must not store personal or sensitive information on govCMS, in accordance with the Information Security Management Guidelines<sup>2</sup>.

**Privacy Complaints**

- 9.3. If a party receives a complaint alleging an interference with the privacy of an individual by the other party:
- (a) The party receiving that complaint will immediately notify the other of the nature of the complaint and necessary details to minimise any (or further) interference.
  - (b) Each party is to keep the other informed as to the progress of the complaint as it relates to the other's actions in connection with that allegation of interference.
- 9.4. If the privacy commissioner directs a party to take particular action concerning the handling of personal information, the other party will co-operate with any reasonable request or direction that may result.

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**10. Technical  
Issues and  
Dispute  
Resolution**

**Technical Issues**

- 10.1. If there is an issue with the govCMS platform, the Entity may notify the Service Provider directly to resolve the issue.

**Dispute Resolution**

- 10.2. In the event of a dispute under this MOU, the process in the first instance to resolve the issue is to:
- (a) Attempt to resolve the dispute at an operational level between Finance and Entity staff; or
  - (b) Attempt to resolve disputes concerning this MOU by negotiations between Finance and Entity contact officers.
- 10.3. If a dispute cannot be resolved within five business days through the dispute resolution process specified in clause 10.2, the dispute will be escalated to the parties' respective SES officers to resolve the dispute.

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<sup>1</sup> <http://www.oaic.gov.au/privacy/privacy-act/australian-privacy-principles>

<sup>2</sup> Published by Attorney-General's Department (approved August 2014):

<http://www.protectivesecurity.gov.au/informationsecurity/Documents/AustralianGovernmentInformationSecurityManagementGuidelines.pdf>

- 11. Security**
- 11.1. Each party must comply with:
- (a) All relevant security and other requirements applying to it, including for Commonwealth entities and Commonwealth companies as specified in:
    - I. Australian Government Protective Security Policy Framework<sup>3</sup>.
    - II. Australian Government Information Security Manual<sup>4</sup>.
  - (b) Any other reasonable security procedures or additional requirements notified, in writing, by one party to the other.
  - (c) Security classification implications of using public cloud hosted govCMS:
    - I. Information with a security classification must not be stored or processed on govCMS.
    - II. Unclassified information that is not considered publicly releasable, such as Dissemination Limiting Marker information (i.e. Unclassified (DLM) systems), must not be stored or processed on govCMS.
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- 12. Intellectual Property Rights**
- 12.1. The Entity acknowledges that this memorandum does not affect the ownership of any Intellectual Property Rights in govCMS or any system, product, service or material used/provided in relation to govCMS Services.
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- 13. Fees, Invoicing & GST**
- Fees**
- The Entity will pay the fees to Finance for the Services as set out in Appendix A and Appendix B (if professional services are ordered).

**Invoices**

- 13.1. Finance will invoice the Entity for the first year of the agreed Services within one month of the subscription start date as detailed in Appendix A, and thereafter annually on the anniversary of the subscription start date. The due date for payment is 30 days after receipt by the Entity of a correctly rendered invoice.

- 13.2. Where professional services are ordered, Finance will invoice the Entity following delivery of the services. The due date for payment is 30 days after receipt by the Entity of a correctly rendered invoice.

**Early Termination**

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<sup>3</sup> <http://www.protectivesecurity.gov.au/>

<sup>4</sup> <http://www.asd.gov.au/infosec/ism/>

13.3. No refunds will be given if the Entity terminates the MOU under clause 4.1(b) part way through a yearly subscription period.

**Late payment**

13.4. Where an Entity fails to make payment to Finance by the due date, Finance will contact the Entity Contact Officer in the first instance. Escalation will occur through the Dispute Resolution process outlined previously in this MOU.

**Review of fees**

13.5. Finance will review fees annually with the intent to reduce costs to agencies as the govCMS platform builds scale. Any changes to fees will be discussed with the Entity.

**Goods and Services Tax (GST)**

13.6. All fees are GST exclusive.

13.7. If Finance makes a supply under or in connection with this MOU in respect of which GST is payable, the recipient of the supply (Entity) must pay to Finance, an additional amount equal to the GST payable on the supply.

13.8. A party need not make a payment for a taxable supply made under or in connection with this MOU until it receives a tax invoice for the supply to which the payment relates.

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**14. Survival**

14.1. The following terms of this MOU survive expiry or termination of this MOU:

- (a) Clause 7 '7. Disclosure of Confidential Information';
- (b) Clause 8 '8. Use and return of Confidential Information'; and
- (c) Clause 9 '9. Privacy'.

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**15. Notices**

15.1. Notices under this MOU must be in writing, marked for the attention of the recipient's contact officer and sent to that contact officer's address.

15.2. This notice will be taken to be received by the recipient:

- (a) If sent by hand delivery or registered post – on the date it is delivered
- (b) If sent by ordinary post – three business days after the date of posting or
- (c) If sent electronically – on the business day next following the day on which the transmission was sent in its entirety to the recipient's email system

15.3. Notice that is given by a party may be signed by that party's contact officer or other authorised officer.



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**16. Variation** 16.1. Any variation of this MOU must be in writing and signed by each party.

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**Machinery of Government change**

In the event that Finance's responsibilities for this MOU are transferred to another party:

- (a) Finance or the new party to which responsibility for the Services has been transferred will notify the customer Entity of that fact; and
- (b) on receipt of that notice or if there is an effective date specified in the notice, on that date:
  - i. Finance shall be deemed to have been replaced in this MOU by the new party to which responsibility for the Services has been transferred; and
  - ii. References to Finance shall be deemed to be references to the substituted party.

In the event that the Entity's responsibilities for this MOU are transferred to another Entity:

- (c) The original Entity or the new Entity to which responsibility for the Services has been transferred will notify Finance of that fact; and
- (d) on receipt of that notice or if there is an effective date specified in the notice, on that date:
  - i. The Entity shall be deemed to have been replaced in this MOU by the Entity to which responsibility for the Services has been transferred; and
  - ii. References to the Entity shall be deemed to be references to the substituted Entity.

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**17. Support arrangements**

17.1. Support is included in all govCMS plans. Refer to Appendix A and C for details of the support arrangements for your plan.

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**18. Transfer of govCMS to a new Service Provider**

18.1 In the event that Finance changes the Service Provider that delivers govCMS, Finance will transition all websites across to the new Service Provider. Any decision to change service provider will be discussed with agencies and any change will be designed to minimise impact to Entities.

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**19. Cessation of govCMS service**

- 19.1 In the unlikely event that Finance is directed to shut down govCMS or that Finance terminates this MOU under clause 4.1(b), Finance will work cooperatively with the Entity to transition the Service to an alternative provider and support the Entity through the offboarding and migration process. Finance will work with the Service Provider and the Entity to obtain an export of the database, site files (images, PDFs, files, etc) and Drupal site code.
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## Signing Page

This memorandum is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

### EXECUTION CLAUSES

Executed by the parties.

SIGNED for and on behalf of the Department of Finance (ABN 61 970 632 495) by its delegate:

**Name:** Sharyn Clarkson  
**Position:** Assistant Secretary  
Online Services Branch  
Department of Finance

In the presence of:

\_\_\_\_\_  
*Print name of witness*

\_\_\_\_\_  
*Witness sign here*

SIGNED for and on behalf of XXXXXX, ABN XXXXXX by its duly authorised representative:

**Name:** XXXX  
**Position:** XXXX  
XXXX  
XXXX

In the presence of:

\_\_\_\_\_  
*Print name of witness*

\_\_\_\_\_  
*Witness sign here*

### Appendix A: govCMS hosting and support

The amounts below are GST exclusive

Entity Name	Work Order Number	Hosting Services & Support Subscription	Agreed Price	Subscription Start Date	Subscription End Date
XXXXXXX					

### Site Details

Site URL	Purpose of the site

### Appendix B – Optional Professional Services

The following Work Orders will be (or have been) placed with Acquia Inc. on behalf of the Entity. Recovery of the Work Order amounts from the Entity will occur as the work is completed. The amounts below are GST exclusive, and also exclusive of some incidental travel expenses.

Entity Name	Work Order Number	Additional Services	Agreed Price	Status

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## Appendix C - specific hosting and support arrangements

### 1. Prerequisites

There are a number of prerequisites an Entity must meet in order for it to join the govCMS platform:

- i. Agree to share with the govCMS community any custom Drupal modules or themes developed for the Entity's ACE platform.
- ii. The Entity must be proactive in their responsibility for the security of their dedicated environment in that they are responsible for:
  - a. **Secure Development** - Ensuring that security is addressed during the development lifecycle of their Drupal site, including ensuring secure development practices and that testing is conducted as part of the change process. The Agency is responsible for whitelisting access to non-production environments. By default these environments are open to the Internet;
  - b. **Application Security** – Including Drupal security, virus scanning (via the ClamAV module) and patch management;
  - c. **Access Control** - User account management (both with the Drupal site and in the Acquia management interface); application log review and audit log retention;
  - d. **Application Data Backups**
  - e. **Site Administration** - Secure remote administration via configuration of the Acquia management interface and SSH keys. The Agency is responsible for implementing two-factor authentication and whitelisting access to management interfaces;
  - f. **DoS/DDoS Protection** – If required, arranging and managing additional DDoS protection e.g. for a high profile site. Acquia mitigates DDoS attacks at the network and application layers via AWS network layer protection, operational monitoring, ability to scale up hardware and block offending IP addresses;
  - g. **Infrastructure services** - including DNS and Email; and
  - h. **Security Governance** – including:
    - i. **Data classification;**
    - ii. **Risk management;**
    - iii. **System certification and accreditation** - Accreditation of the underlying ACE platform can be leveraged allowing an Agency to undertake a detailed assessment at the application tier;
    - iv. **Continuous Monitoring** – Including vulnerability scans of sites prior to going 'live' and throughout their lifecycle; and
    - v. **Additional due diligence**, including a review of data ownership, financial, privacy and legal risks.

### 2. Support arrangements

Support Subscription option selected by the Entity is **[INSERT SUPPORT SUBSCRIPTION and NUMBER OF CODEBASES]** For further information regarding the Support Subscription refer to the Combined Product and Services Guide.

### 3. Transition to govCMS Responsibility Assignment Matrix

**Responsible:** those solely and directly accountable for creating a work product  
**Approving:** the party (or parties) that reviews and assures the quality of the work  
**Supporting:** individuals or groups who help to create the work product

Task	Responsible	Approving	Supporting	Duties
Initial meeting	Finance	Entity	Service Provider	Initial meeting between Finance and the Entity Business and Technical Managers (or representatives) to discuss suitability of service. Service Provider technical resource may support where required.
Memorandum of Understanding (MOU)	Finance	Finance Entity	Finance Entity	MOU must be signed by a delegate from Finance and the Entity that have appropriate level of delegation.
– Provisioning of Environment	– Service Provider	– Finance – Entity	– Finance	Finance will raise a Work Order with the Service Provider to provision a dedicated environment within five business days of an MOU being signed off.
Requirements development	Service Provider	Entity	Finance	Service Provider to discuss website requirements with Entity to understand whether migration or other services will be required from the Service Provider.
Work order development	Finance	Entity Service Provider	Service Provider	Finance to work with the Entity and Service Provider to develop the work order for provision of a 'Transition to govCMS' environment and/or professional services.
Service delivery (of tasks in work order)	Service Provider	Entity	Finance	If Professional Services have been requested by the Entity, the Service Provider is to deliver the services as outlined in the Work Order. Entity to ensure the work is being carried out as expected, with Finance to support the Entity.
WCAG compliance of govCMS themes and core govCMS distribution	Finance	Entity	Finance	Finance is responsible for ensuring that the themes and CMS components for the govCMS Drupal distribution are WCAG compliant.
WCAG compliance of content	Entity	Entity	Finance	The Entity is responsible for ensuring that their website remains accessibility compliant once content has been added to the WCAG compliant base theme. Finance can support Entities in procuring an accessibility evaluation.

Task	Responsible	Approving	Supporting	Duties
Administration of account and access management for Entity users	Entity	Entity	Service Provider	Once the site is provisioned (and first account created), the Entity (Technical Manager or representative) is delegated the account administrator and responsible for user access management. This includes provisioning, removing and auditing user access.
Remote Site Administration	Entity	Entity	Service Provider	The Entity is responsible for secure remote administration via configuration of the Service Provider user interface and SSH keys. This includes implementing two-factor authentication and whitelisting access to the management interfaces.
Security Assessment	Entity	Entity	Finance Service Provider	Finance will provide the Entity with the security documentation that covers the infrastructure and platform components of the environment. The Entity will be responsible for the data classification, security risk management, system accreditation, security monitoring and incident management according to Australian Government requirements.
DoS/DDoS Protection	Entity	Entity	Entity Service Provider	The Entity is responsible for arranging and managing protection for Denial of Service / Distributed Denial of Service attacks.
Virus Protection	Entity	Entity	Finance Service Provider	The Entity is responsible for implementing virus scanning for files uploaded at the application. Supported Drupal modules only must be used.
Patching & Testing	Service Provider	Service Provider Entity	Service Provider Entity	<p>The Service Provider is responsible for the timely roll out of patches to the platform components of the environment, and is responsible for ensuring that any changes resulting from the patching activities does not introduce issues for the websites on the platform.</p> <p>The Entity is responsible for having a patch management strategy covering the patching and upgrade of the application (including Drupal and contributed modules). All security patches are to be applied as soon as possible, with critical security patches (or a work around) applied within 2 days.</p>
Application Data Backups	Entity	Entity	Service Provider	<p>The Service Provider will retain backups for Disaster Recovery purposes.</p> <p>The Entity is responsible for implementing on-demand backups for data restoration against loss or corruption.</p>
Application Security	Entity	Entity	Service Provider Entity	The Entity is responsible for ensuring security is addressed during the development lifecycle of their Drupal site, including ensuring secure programming practices, security hardening, and that testing is conducted as part of the change process.



Task	Responsible	Approving	Supporting	Duties
				The Entity is responsible for whitelisting access to non-production environments once commissioned. By default, these environments are open to the general Internet.
Access to Training (online)	Service Provider	Entity	Finance Service Provider	The Service Provider will arrange for access to online training for the Entity
Access to Training (face-to-face)	Entity	Entity	Finance Service Provider	On request, Finance can arrange the procurement of face-to-face training for the Entity, to be delivered by the Service Provider
Content	Entity	Entity	Entity	govCMS is provided for unclassified, publicly releasable content only. The Entity is responsible for ensuring that the Mandatory Requirements of the Australian Government <a href="http://webguide.gov.au">Web Guide (http://webguide.gov.au)</a> are complied with.
Recordkeeping / Archiving / Audit History	Entity		Entity	The Entity is responsible for retaining records for both archiving and audit purposes (Archives Act, Electronic Transactions Act, Evidence Act).
Freedom of Information (FOI)	Entity	Entity	Finance	<p>Except where the request relates to the govCMS platform, Finance will seek transfer of the request to the Entity.</p> <p>Where a request is received under the Freedom of Information Act 1982 (FOI Act) concerning:</p> <p>(a) The govCMS system generally – if received by the Entity, the Entity will consider transfer of that request to Finance in accordance with section 16 of the FOI Act, and, if appropriate, Finance will agree to that transfer</p> <p>(b) an Entity’s site or information hosted on govCMS by Finance for the Entity – if received by Finance, Finance will consider transfer of that request to the Entity in accordance with section 16 of the FOI Act, and, if appropriate, the Entity will agree to that transfer.</p> <p>In either case the parties will consult appropriately with each other about the request (whether informally or as required under the FOI Act).</p>

Task	Responsible	Approving	Supporting	Duties
Privacy	Entity Finance	Entity	Entity	The Entity is responsible for ensuring that it meets the mandatory privacy requirements of the Australian Government <a href="#">Web Guide</a> and other relevant legislation and policy guidelines.
Moderation	Entity	Entity	Entity	The Entity is responsible for the comment moderation policy and managing the moderation process.
Decommissioning	Entity	Entity	Finance	The Entity is responsible for advising Finance when it wants to decommission a site.
Contract management	Finance	Finance	Service Provider	Finance is responsible for the ongoing contract management activities, including compliance with agreed service levels.
Service Desk	Service Provider	Entity	Entity	The Service Provider is the initial point of contact for the Entity contacts that are 'named support contacts' with the Service Provider. All non-critical enquiries can be made between 8am - 6pm AEST Monday-Friday on +61-284-168-021.  For all Critical enquiries can be lodged on the same number 24x7x365.  For further information refer to the Combined Product and Services Guide.
Problem and Incident Management	Service Provider	Finance	Finance	The Service Provider is responsible for managing all problems and incidents with the govCMS platform. The Service Provider will notify the Entity of critical Problems and Incidents affecting the govCMS platform.  Where an Entity encounters a Critical Problem or Incident it can be raised with the Service Provider in accordance with the Combined Product and Services Guide.
Infrastructure: <ul style="list-style-type: none"> <li>• Server Hardware</li> <li>• Network Communications</li> <li>• Virtualisation</li> <li>• Operating System</li> <li>• Application Support</li> <li>• Backup</li> <li>• Capacity Planning</li> </ul>	Service Provider	Service Provider	Service Provider	The Service Provider is responsible for managing infrastructure issues for the service in accordance with its Service Level Agreements with Finance.

Task	Responsible	Approving	Supporting	Duties
Disaster Recovery	Service Provider	Service Provider	Service Provider	The Service Provider is responsible for disaster recovery in accordance with its Disaster Recovery Plan.

**4. Service Level Agreement in place with Service Provider**

There are a number of Service Levels that the Service Provider has committed to achieve. Finance will manage the compliance of the Service Levels on behalf of the Entities that join the govCMS platform. The table below outlines the Service Level objectives:

Service Level Objectives				
Service Expectation	Responsible	Approving	Supporting	Duties
Service Availability	Service Provider	Finance	Service Provider	<p><b>Service Commitment</b></p> <p>The Service Provider will use commercially reasonable efforts to make the Platform available for 99.95% during any calendar month during the applicable Term (the “Service Commitment”).</p> <p><b>Definitions</b></p> <p>“Availability” will be calculated per calendar month, as follows:</p> $\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \div * 100 \geq 99.95\%$ <p>Where:</p> <ul style="list-style-type: none"> <li>total means the total number of minutes for the calendar month</li> <li>nonexcluded means downtime/unavailability that is not excluded</li> <li>excluded means the Service Commitment exclusions as defined in the Combined Product and Services Guide.</li> </ul> <p>“Unavailability” means that the Web Hosting Service is unresponsive or responds with an error.</p>

Service Desk maximum response times	Service Provider	Finance	Service Provider	<p><b>(Select Support Plan chosen below)</b></p> <p><b>(Starter/Basic/Business/Premium)</b></p> <p><b>Critical:</b> 1 hour, 24x7  <b>High:</b> 2 hours during business hours  <b>Medium:</b> 4 hours during business hours  <b>Low:</b> 1 business day</p> <p><b>(Elite)</b></p> <p><b>Critical:</b> 30 min, 24x7  <b>High:</b> 1 hour during business hours  <b>Medium:</b> 2 hours during business hours  <b>Low:</b> 1 business day</p> <p>Please note, Service Desk hours of operation are AEST business hours 8:00am -6:00pm Monday to Friday (excluding Public Holidays).</p>
Backup and Recovery	Service Provider	Finance	Service Provider	<p>The Service Provider will maintain a comprehensive database backup solution which includes website code, static assets/files, and databases. The Service Provider will automatically export MYSQL database one time per day and retain these backups for three days. In addition, the Service Provider conducts daily backups of Website(s) files and maintains a complete and current copy of each Website, which will be used in the event that the Service Provider must restore the Website due to failure of fault of the Service. Backups are performed daily over the previous week, weekly over the previous month, and monthly thereafter.</p>
Disaster Recovery snapshots	Service Provider	Finance	Service Provider	<p>The Service Provider will make hourly internal disaster recovery snapshots of data. The Service Provider will retain these snapshots on a diminishing schedule for three months. These backups will be used to restore Website(s) at another location within the same Region in the event of a total data centre loss or a loss of multiple disk systems. The Service Provider will not provide access to these snapshots and will not use these snapshots to restore Websites due to data-loss or deletion by the Entity or Finance.</p>
Resolution and Escalation Procedures	Service Provider	Finance	Service Provider	<p>In response to a request for support, the Service Provider will work diligently to develop a fix or a workaround in the most expedient manner reasonably possible, and will work continuously on all Critical issues until such fix or workaround is in</p>

place. If at any time Finance is not satisfied with the current plan of action for an active issue, Finance may request the matter be escalated to the Service Provider management directly through Finance’s Service Provider Support point of contact. Finance may also request to review the matter with a Service Provider Support manager.

The following actions take place when Finance escalates an issue:

1. The Service Provider Support Leadership team is notified of the situation, and when appropriate, the Finance’s Account Manager is notified as well.
2. A review of Finance’s business needs and technical case is conducted and an action plan is formulated with the goal of driving your issue to the most rapid resolution possible.
3. Communication of the action plan is discussed with Finance, including deliverables and, if appropriate, timelines
4. If the communication is not acceptable Finance may request to speak with the next level of management:
  - i. First Level: Regional Manager
  - ii. Second Level: Director, Service Provider Support
  - iii. Third Level: Managing Director, Global Support
  - iv. Fourth Level: VP Customer Solutions

The Service Provider Support Leadership team is copied on all “Critical” tickets that are submitted by Client. This helps ensure that these situations receive management attention immediately.