



Uptime

Support Services

Appendix A. IT Support Assessment

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1. Definitions and Interpretations

1.1 For the purposes of this Appendix, unless the context requires otherwise:

“**End-of-Sale**” means the device is no longer manufactured and therefore cannot be purchased from the manufacturer.

“**End-of-Support**” means the relevant device is no longer supported, as determined by NTT, based on any announcements made by the manufacturer.

“**IT Support Assessment**” means the assessment performed by NTT to provide the Client with recommendations for cost savings in its maintenance and support arrangements at an acceptable risk.

“**IT Support Assessment Commencement Date**” means the start date of the IT Support Assessment agreed by NTT and the Client and set out in the Project Schedule.

“**IT Support Assessment Questionnaire**” means the template used by NTT to capture the Client's information during the IT Support Assessment Questionnaire workshop.

“**IT Support Assessment Terms**” means the NTT Standard Terms and Conditions of Supply set out at <https://hello.global.ntt/-/media/ntt/global/legal/australia/sow-terms.pdf> or available upon request.

“Project Schedule” means the document that sets out the tasks, task dependencies, sequencing, resourcing, and time schedule of the activities that comprise delivery of the IT Support Assessment, and facilitates tracking of progress of the IT Support Assessment.

“Maintenance Contract” means either:

- (1) Uptime Version 3 Agreement; or
- (2) Third Party Maintenance Agreement.

“Third Party Maintenance Agreement” means an agreement between the Client and a Third Party supplier under which provides hardware maintenance.

“TLMA” means Technology Lifecycle Management Assessment.

“Uptime Version 3 Agreement” means either:

- (1) the Agreement of which this Appendix forms a part; or
- (2) another agreement with NTT for hardware maintenance or support services.

IT Support Assessment Summary

2. Prerequisites

- 2.1 The optional TLMA support Service Element must be selected by the Client and be completed prior to the IT Support Assessment Commencement Date.

3. General obligations

NTT's obligations

- 3.1 The IT Support Assessment consists of the phases and tasks listed in the table in clause 3.2 and described further in the corresponding clauses below that set out both NTT and the Client's obligations.
- 3.2 Table of IT Support Assessment phases and tasks:

Clause Reference	IT Support Assessment phases and tasks
9	Initiate
	IT Support Assessment initial meeting
10	Discover
	Questionnaire completion workshop
11	Rationalise and Analyse
	Analysis utilising NTT's 'Right-Sizing Strategy' to: <ul style="list-style-type: none">• optimise installed base• optimise services• optimise Service Levels• optimise recovery• optimise Uptime Version 3 Agreement duration
12	Construct
	Create an <i>IT Support Assessment Report</i>
13	Recommend
	Present the <i>IT Support Assessment Report</i>

- 3.3 NTT must provide the Services for the IT Support Assessment commencing on the IT Support Assessment Commencement Date and ending on completion of the IT Support Assessment.
- 3.4 The Client must perform its obligations for the IT Support Assessment as set out in this Appendix.
- 3.5 The parties agree that in relation to the IT Support Assessment the IT Support Assessment Terms apply.
- 3.6 This Appendix is the Statement of Work as defined in the IT Support Assessment Terms.

4. Project Schedule

Mutual obligations

- 4.1 NTT and the Client must schedule project team resources based on availability on the execution of this Appendix.
- 4.2 If the number of devices and/or Client Sites required to form part of the IT Support Assessment and recorded in the Agreement Details exceeds the number specified in Agreement Details, NTT will render an Additional Charge.

5. Assumptions

5.1 NTT has assumed that:

- (a) information provided by the Client to NTT during the course of the IT Support Assessment is accurate and complete;
- (b) all requested existing documentation will be provided to NTT within two days of being requested, preferably in soft copy;
- (c) its obligations will be performed through a combination of on-Site and off-Site activities;
- (d) the Client will review the documentation NTT delivers as part of the IT Support Assessment twice only and additional reviews may incur an Additional Charge;
- (e) NTT will provide documentation deliverables in electronic form only, unless the Client also expressly requests printed copies, in this case, NTT will provide a maximum of two printed copies;
- (f) the services will be performed between 8:30AM to 5:30PM on Business Days; and
- (g) the IT Support Assessment will be delivered without interruption or suspension by the Client.

6. Exclusions

6.1 The IT Support Assessment excludes:

- (a) Client Sites and devices outside of Australia; and
- (b) liaising with third-party vendors or suppliers.

7. Client's obligations

7.1 The Client must:

- (a) respond promptly to questions, decisions and sign offs, and meet its obligations in a timeframe suitable to the Project Schedule requirements;
- (b) respond to NTT's requests for clarification within 24 hours as failure to respond within 24 hours may have an impact on timelines and associated costs;
- (c) provide NTT with all requested documentation in soft copy;
- (d) advise NTT in a timely manner of any delay to the Project Schedule;
- (e) provide Site access, parking and a suitable work area to the NTT project team;
- (f) provide internal staff as reasonably required over the duration of the IT Support Assessment;
- (g) allocate a single point of contact to manage the Client deliverables, resources, activities and required information as agreed;

- (h) make availability of appropriate Client representatives at necessary meetings and the workshop;
- (i) ensure that NTT personnel who attend the Client's Site are instructed on all relevant health and safety regulations and criteria at the Client's cost; and
- (j) ensure all dependencies (resources, input data, etc.) that this IT Support Assessment requires from other the Client projects are delivered.

8. Travel, accommodation and Out-of-pocket expenses

8.1 No travel and accommodation has been allowed for in this Appendix. Should travel and accommodation be required it will be an Additional Charge at the rates detailed in the table below. NTT will obtain the Client's prior consent before incurring any travel or accommodation expenses:

Item	Maximum charge (ex GST)
Travel less than 50 km by taxi	Taxi fare or parking expenses at cost
Travel 50–200 km by private car	81c per km plus parking expenses
Car hire	At cost plus 5%
Air travel (economy)	At cost plus 5%
Accommodation (hotel/motel in capital city)	At cost plus 5%
Accommodation (hotel/motel other locations)	At cost plus 5%
Meals: lunch and dinner (when accommodation required)	\$90 per night away from home
Out-of-pocket expenses	At cost plus 15%

Initiate

9. IT Support Assessment initial meeting

Mutual Obligations

- 9.1 The IT Support Assessment initial meeting is held at a location or through a medium, and at a time agreed between the Client and NTT.
- 9.2 At the IT Support Assessment initial meeting the parties must:
- (a) review the Project Schedule;
 - (b) agree on the location and attendees for the workshop required to complete the IT Support Assessment Questionnaire;
 - (c) identify and discuss any dependencies, constraints, risks and issues;
 - (d) confirm project teams and agree roles and responsibilities;
 - (e) confirm stakeholders and escalation and communication paths including the Client's single point of contact; and
 - (f) gather any on-Site requirements (access, security, safety etc.) (if required).

NTT's obligations

- 9.3 NTT must send a copy of the initial meeting minutes to the Client, and log any issues associated with delivering the IT Support Assessment, follow them through to resolution and ensure that the Client is kept informed of progress.

The Client's obligations

- 9.4 The Client must:
- (a) ensure attendance by the required Client project team including:
 - (i) IT management representative(s);
 - (ii) procurement representative(s); and
 - (iii) IT support representative(s);
 - (b) provide the following documentation and information:
 - (i) Third Party Maintenance Agreements;
 - (ii) internal operating level agreements and service level agreements;
 - (iii) infrastructure and architecture documentation including not limited to:
 - (A) physical network diagram; and
 - (B) logical network diagram; and
 - (c) arrange a meeting room for IT Support Assessment initial meeting (if required).
- 9.5 If the Client requires NTT to attend an IT Support Assessment initial meeting at a location which is more than 100 kilometres away from a NTT office, the Client must reimburse NTT for the travel and associated expenses that NTT incurs as a result.

Section A: Discover

10. Questionnaire completion workshop

NTT's obligations

10.1 NTT must:

- (a) complete the IT Support Assessment Questionnaire to the extent possible based on information held by NTT prior to the questionnaire workshop;
- (b) attend and facilitate workshop arranged for the completion of the IT Support Assessment Questionnaire at a location or through a medium, and at a time agreed between the Client and NTT;
- (c) complete the IT Support Assessment Questionnaire in collaboration with the Client; and
- (d) send a copy of the minutes to the Client and log any issues associated with delivering the IT Support Assessment, follow them through to resolution and ensure that the Client is kept informed of progress.

The Client's obligations

10.2 The Client must:

- (a) ensure attendance of the workshop by the required Client project team including:
 - (i) IT management representative(s);
 - (ii) procurement representative(s); and
 - (iii) IT support representative(s);
- (b) provide NTT with the requested documentation and information required to complete the IT Support Assessment Questionnaire; and
- (c) arrange a meeting room for the workshop (if required).

10.3 If the Client requires NTT to attend the workshop at a location which is more than 100 kilometres away from a NTT office, the Client must reimburse NTT for the travel and associated expenses that NTT incurs as a result.

Rationalise and Analyse

11. Analysis utilising NTT's Right-Sizing Strategy

NTT's obligations

11.1 NTT must:

- (a) perform an analysis utilising NTT's 'Right-Sizing Strategy' of the:
 - (i) results of the TLMA;
 - (ii) completed IT Support Assessment Questionnaire;
 - (iii) infrastructure and architecture documentation provided by the Client;
 - (iv) internal operating level agreements and service level agreements provided by the Client; and
 - (v) Maintenance Contracts provided by the Client and/or held by NTT;

Optimise installed base

- (b) determine the Client's optimal installed device base by identifying:
 - (i) devices with End-of-Sale or End-of-Support status that indicates attention or action is required, such as replacement, upgrade and retirement of devices;
 - (ii) opportunities to use converged functionality to reduce the number of devices and reduce device redundancy; and
 - (iii) opportunities to purchase and use of spare parts to reduce the need for Maintenance Contracts;

Optimise installed base

- (c) determine the Client's optimal maintenance contract arrangements by identifying:
 - (i) devices not covered by a maintenance contract;
 - (ii) devices listed in Maintenance Contracts where the devices no longer exist;
 - (iii) devices that no longer require maintenance contracts; and
 - (iv) opportunities for the Client to consolidate Maintenance Contracts;

Optimise installed base

- (d) determine the Client's optimal service level entitlements per device based on:
 - (i) the Client's Site classification scheme (if available);
 - (ii) the Client's relevant internal operating level agreements and service level agreements;
 - (iii) architecture resiliency;
 - (iv) the size and competency of the Client's on-Site team; and
 - (v) the criticality of devices based on the associated business applications and IT services;

Optimise recovery

- (e) determine the Client's optimal service level entitlements specially in relation in the quality, speed and cost of device recovery; and

Optimise Uptime Version 3 Agreement duration

- (f) determine the Client's optimal Uptime Version 3 Agreement(s) duration by creating an financial model based on the NTT Uptime Version 3 Agreements:
 - (i) duration;
 - (ii) payment schedule; and
 - (iii) the Client's cost of capital.

12. Create an IT Support Assessment Report

NTT's obligations

12.1 NTT must:

- (a) create an *IT Support Assessment Report* which includes findings and recommendations from the rationalise and analyse phase described in clause 11;
- (b) provide the Client with a soft copy of the *IT Support Assessment Report* for the Client to review;
- (c) update the *IT Support Assessment Report* based on the Client's review and as agreed with the Client; and
- (d) prepare an executive summary presentation based on the *IT Support Assessment Report*.

Recommend

13. Present the IT Support Assessment Report

NTT's obligations

13.1 NTT must:

- (a) provide the Client with the final *IT Support Assessment Report*; and
- (b) provide an executive summary presentation on the *IT Support Assessment Report* to the Client at a location or through a medium, and at a time agreed between the Client and NTT.