

Service Level Agreement (SLA)

1. Introduction

This Service Level Agreement formalises Nextgen Networks' commitment to our customers and outlines our operational policies and practices that define the customer experience.

Nextgen is committed to delivering services that are considered an industry benchmark for excellence and a network that Australian business can depend on.

2. Applicable Services

This Service Level Agreement applies to the following Nextgen products read in conjunction with the applicable data sheet when delivered within Australia (^1):

- **Point to Point (SDH, EoSDH, Switched Ethernet (carrier and business grade) and Data Centre Connect)**
- **Nextgen VPLS**
- **Nextgen IP VPN**
- **Internet**
- **Dark Fibre**
- **Services delivered under the Regional Backbone Blackspots Program (RBBP)**
- **Colocation (including HDDC)**

3. Service Activation

3.1. Communication

Nextgen will provide all customers with the following notifications during service activation:

Event	Communication Time and Method
Order Receipt Automated receipt for service application received	2 working days from receiving order - Email
Request for Validation Request for validation of service application	2 working days from Order Receipt - Email
Order Confirmation Confirm that we can deliver the service and advise the Customer Commitment Date (CCD) (^2)	5 working days from Request for Validation - Email
Progress Reports For all service applications, we will send an activation status report	Weekly or as agreed with the customer - Email (^8)
Service Completion Certificate When service is installed and billing will commence	Within one day of implementation of service - Email



Nextgen Service Commitment to Customers

Reliability:	A standard to which others in our industry aspire
Communication:	Timely, concise, relevant and anticipating customer needs
Accountability:	Issue ownership through to completion
Effectiveness:	Quiet achievers - customers should not notice us doing our job effectively
Billing Accuracy:	Striving for accuracy, openness and rapid dispute resolution
Conduct:	Always ethical and professional

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3.2. Activation Date Guarantee

Nextgen will strive to install the services on the date we advise as the Customer Commitment Date (CCD). In the event that we cannot meet this date, Nextgen's first priority will be to keep the Customer informed of the current Scheduled Completion Date (SCD) (^3).

Nextgen's activation date guarantee is backed by the following rebate offer:

Delay after CCD (Business Days)	5 to 10	10 to 20	Above 20
Percentage of Installation Fee Rebated	10%	25%	50%

Applicable conditions:

- Excludes delays, which, in the opinion of Nextgen, are due to an event or occurrence, including acts or omissions of a third party, including the Customer, Nextgen is not able to avoid with reasonable action.
- For standard products and standard installation fees only – i.e. excludes customer specific construction project activity.
- Limited to payable installation fees. For example, installation rebates against standard installation fees do not apply in discounted or free installation instances.
- The payment of a rebate is conditional on the Customer requesting a rebate within 3 months of the service activation being complete, and the amount of rebate and whether a rebate is payable is a matter solely for Nextgen acting in good faith.

4. Fault Management and Service Availability

4.1. Fault Reporting Process

Upon suspecting that a fault has occurred, the Customer should initially complete a diagnostic check of all internal equipment and cables. If the Customer is satisfied that the fault is not due to a condition on their own network, a fault should be reported to Nextgen's 24x7 Service Management Centre (SMC) by dialling 1800 099 299 in Australia or +61 3 8613 3381 internationally.

Customers should provide the following information:

- Customer Name and Service ID affected by the fault
- Description of the fault
- Name and contact details of the person reporting the fault
- Name and location of the site

Nextgen will issue a unique identifier ("Trouble Ticket") to be used in all subsequent communications regarding that fault.

4.2. Fault Reporting and Communication

In the event that a Customer notices a service interruption or degradation and lodges a fault call, Nextgen will communicate with the Customer as follows:

Communications Type	Target Response Time
Call Receipt and Confirmation Answer Customer calls and confirm there is a fault issue requiring resolution	Personally answer all Customer calls within one minute. If possible, confirm the existence of a fault condition while Customer is on the phone
Response Advice Initial notification to advise the issue's progress and the latest expectation of a resolution timeframe	Target within 0.5 hours of the issue being logged, unless Nextgen has agreed otherwise with the Customer
Follow Up Advice An updated notification of the latest progress of the issue and expected resolution timeframe	Every 4 hours, or - as otherwise agreed with the Customer, or - in the event of changed circumstances
Resolution Advice Notification that the issue has been resolved and a cause identified	As soon as practical and with consideration to the Customer's requirements
Post Incident Reporting If an incident exceeds the target restore time, Nextgen can provide a report with details of that particular incident, provided the Customer requests this report within 28 days of the service being restored	5 Working Days from request, subject to incident complexity and vendor analysis

Nextgen reserves the right to charge Customers for costs in the event that Nextgen is called to a Customer's site for a fault call that is subsequently proven to be in the Customer's equipment or third party equipment used by the Customer. This also applies to faults caused by negligent use or misuse by the Customer, its employees, agents, suppliers or other third parties.

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4.3. Fault Escalation

Nextgen escalates faults according to the severity and duration of each individual service fault. Major outages (such as cable cuts impacting multiple Customers) are handled as priority faults outside the standard escalation process. If a Customer feels an issue is not progressing satisfactorily, the Customer may request an escalation via the SMC.

The table below outlines Nextgen's escalation levels and contact details.

Escalation Level	Point of Escalation	Contact Details
Level 1 (Initial Contact)	The Service Management Centre is for initial and ongoing Customer contact with respect to an incident or service inquiry. Please contact the 1800 number first for all escalations.	Nextgen Service Management Centre Telephone: 1800 099 299 Intl: +61 3 8613 3381 Email: smc@nextgengroup.com.au Note: You must phone the SMC for urgent faults
Level 2 (Restore target exceeded)	SMC Manager	Request escalation via SMC telephone or email to smc@nextgengroup.com.au
Level 3 (Restore target exceeded by 50%)	Network and Service Operations Manager	Coordinate escalation via Level 1 point of contact
Level 4 (Restore target exceeded by 100%)	Chief Operating Officer	Coordinate escalation via level 1 point of contact



4.4. Planned Outages

Nextgen may schedule planned outages that are, in our reasonable opinion, necessary to maintain the Nextgen Network.

Nextgen will seek to minimise the frequency and impact of planned outages. Wherever possible, we shall provide the Customer with 10 business days written notice of a planned outage. Nextgen will attempt to schedule any such outages between 11:00pm and 06:00am local time.

Nextgen reserves the right to carry out an emergency planned outage at shorter notice if required to repair the Network.

4.5. Service Restoration and Availability Targets

The following are service restoration and availability target times for Nextgen services:

Service Access Technology (^7)	80% of Faults Restored in (Note 1)		Availability
	CBD / Metro	Rural / Remote	Target (Note 2)
Fibre	4 Hrs	8 Hrs	99.95%
Fibre2 and FibreBG (^9)	12 Hrs	12 Hrs	99.90%
Microwave	4 Hrs	8 Hrs	99.95%
SHDSL	12 Hrs	12 Hrs	99.60%
EoE1 (X.163)	12 Hrs	12 Hrs	99.60%
ADSL	Not Applicable (Note 3)	Not Applicable (Note 3)	Not Applicable (Note 3)
NBN Access	Not Applicable (Note 3)	Not Applicable (Note 3)	Not Applicable (Note 3)
Dark Fibre Product (^4)	24 Hrs	Not Applicable (Note 3)	Not Applicable (Note 3)

(Note 1) Based on the cumulative monthly outage within the field services coverage window (see table 4.6) only for the affected service component. Plus reasonable travel time.

For rural locations add one extra business day. For remote locations add two extra business days.

(Note 2) For Standard Services.

(Note 3) Nextgen sets no target for restoration or availability of these services but will take reasonable actions to minimise the outage period.

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4.6. Service Availability Guarantees

Nextgen defines service unavailability as an outage or degradation to the extent that the Service may not reasonably be used for its intended purpose and falls outside of its service parameters.

In the event that a Nextgen Network fault corresponds to a Service outage that is unplanned and reasonably avoidable, we may rebate part of the monthly service fee as a service credit, as follows:

(a) Standard Services (^5)

Availability guarantees up to 99.95% (corresponding to 22 minutes unavailable per month) apply to Standard Services with unprotected access circuits delivered as per the table below.

Service Access Technology (^7)	Field Service Coverage (Note 4)		Outage Rebate as % of Monthly Service Fee (Note 5)			
		0% Rebate	5% rebate	12% rebate	20% rebate	
Fibre	24x7	Up to 22 mins	22 min to 2.5 hrs	2.5 hrs to 3.5 hrs	> 3.5 hrs	
Fibre2 and FibreBG	24x7	Up to 44 mins	44 min to 2.5 hrs	2.5 hrs to 3.5 hrs	> 3.5 hrs	
Microwave (Note 6)	8am to 5pm Mon-Sun	Up to 4 hours	4 to 8 hrs	8 to 12 hrs	> 12 hrs	
SHDSL (Note 7)	8am to 5pm Mon-Fri (Note 8)	Up to 12 hours	12 hrs to 14 hrs	14 hrs to 16 hrs	> 16 hrs	
EoE1 (X.163)	8am to 5pm Mon-Fri (Note 8)	Up to 12 hours	12 hrs to 14 hrs	14 hrs to 16 hrs	> 16 hrs	
ADSL	8am to 5pm Mon-Fri (Note 8)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
NBN Access	8am to 5pm Mon-Fri (Note 8)	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
Dark Fibre Product	24x7	Not Applicable	Not Applicable	Not Applicable	Not Applicable	

(Note 4) Refers to the hours of operation when field service staff are normally available to attend customer site. Note that Nextgen operates a 24x7 Help Desk and Service Management Centre for all categories of service. Core Network faults are diagnosed and restored 24x7.

(Note 5) Outages Rebates are based on the cumulative monthly outage within the field services coverage window only for the affected service component, measured from the time customer reports the fault.

(Note 6) Excluding field work where tower access is required in wet or dark conditions.

(Note 7) Applicable to urban locations. For rural locations add one extra business day. For remote locations, add two extra business days.

(Note 8) Excluding Public Holidays.

Applicable conditions:

- Excludes an event or occurrence, including acts or omissions of a third party or Customer over which Nextgen, in its opinion, is not in a position to avoid by the exercise of reasonable action.
- Excludes periods of planned outage necessary for Nextgen, in its sole opinion, to carry out work on its facilities, network, or systems for any reason, including but not limited to installation of infrastructure, maintenance and upgrades.
- The payment of a rebate is conditional on the Customer requesting a rebate within 3 months of the relevant issue, and the amount of rebate and whether a rebate is payable is a matter solely for Nextgen, acting in good faith.

(b) Unprotected Services (^6)

No availability guarantees are offered on unprotected services.

5. Colocation (including HDDC)

This Service Level Agreement (SLA) covers the following elements of the Data Centre Services:

- Supply of Power
- Maintenance of Temperature
- Maintenance of Humidity Levels

This SLA does not apply to any feature of the Services not specifically identified in the SLA. The remedies set forth in this SLA outline the Customer's remedies for any Availability failure by Nextgen to achieve a Service Level (except that this does not limit the Customers' rights or remedies, or Nextgen's liability, for any other cause of action arising out of the event or circumstance that gave rise to the availability failure, including without limitation a claim under an indemnity or for negligence or breach of another applicable provision of the Agreement).

5.1. Service Levels

The Service Levels are set out in the table below (each a **Service**). If Nextgen fails to achieve a Service Availability Level (**Availability**), the Customer will be entitled to claim the corresponding Rebate (each a **Rebate Eligibility**) set out in the table below, subject to the terms and conditions of this SLA.

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No.	Service	Availability	Acceptable Range	Measurement	Frequency of measurement	Rebate Eligibility
1	Power Supply: Service hours 24/7 to the power distribution units to the premises.	Availability is defined as time in a month where there is no simultaneous loss of 'A' and 'B' UPS system. The loss of redundancy of an 'A' or 'B' UPS system is not considered to be an outage.	Continuous availability (no brown outs or power spikes)	The outage of this service will be measured in minutes from the time the providers switchboards PDU 'A' and PDU 'B' are both down concurrently.	Per Outage	5% rebate of Customer's monthly charge relating to the affected service for each outage. If the outage exceeds 1 hour, a further 5% rebate per hour will accrue.
2	Temperature	Nextgen shall ensure that the cooling system, for the building and the premises are available and monitored continually.	18 - 27 degrees Celsius for supply air temperature. (As per ASHRAE A1 recommended operational temperature guideline)	In degrees Celsius by thermostats.	Continuous sampling and monitoring.	5% rebate of the Customer's monthly charge relating to the affected service for each 6 hour period during the month that the ambient air temperature remains outside the Acceptable Range.
3	Humidity	Within the ASHRAE A1 allowable standard. Nextgen shall ensure that the humidity systems for the data centre and the premises are available and monitored continually.	A humidity range of 20% to 80% for supply air.	Via humidity sensors that measure relative humidity of supply air (including devices that use dew point, air velocity, flow, CO2 and temperature of condensation, changes in electrical resistance, and changes in electrical capacitance to measure humidity changes).	Continuous sampling and monitoring.	5% rebate of the Customer's monthly charge relating to the affected service for each 24 hour period during the month that the average humidity is outside the Acceptable Range.



5.2. Rebates

1	If Nextgen fails to achieve any of the specified Service Levels, the customer is entitled to claim a rebate for that month as specified in the above table.
2	Customer for the amount of the rebate and deducting the amount for the month following the determination of the rebate.
3	Rebates in respect of a service are calculated on the monthly recurring charge for the affected service only, excluding power charges.

5.3. Rebate Eligibility Requirements

- (a) Nextgen is not required to provide a Rebate unless the following requirements are met:
- (i) The Customer gives Nextgen notice of the Availability failure promptly upon becoming aware of the Availability failure (but in any event within 12 hours of becoming aware of the Availability failure); and
 - (ii) The Customer claims the Rebate in respect of the Availability failure within 10 Business Days of becoming aware of the Availability failure.

For the avoidance of doubt, Nextgen will endeavour, as soon as reasonably practicable, to notify the Customer of any fault within the Facility that may adversely impact, or which has adversely impacted, upon Nextgen's ability to meet a Service Level.

- (a) Any such notice or request must be made in the manner, and include the information, advised by Nextgen from time to time.

5.4. Rebate Eligibility Limitations

- (a) The maximum of all Rebates required to be provided by Nextgen in respect of any calendar month is 20% of the monthly recurring charge (excluding power charges) payable in respect of that part of the data centre space affected by an Availability failure for the calendar month.
- (b) Rebates will apply only to future services provided under the Agreement under which the Rebates arise. Nextgen is not required to apply Rebates against any future services provided under any other agreement (including any agreement with the same Customer) or to provide refunds under the agreement. If upon termination of the agreement there are outstanding Rebates, such Rebates are forfeited.
- (c) Notwithstanding any provision to the contrary in this SLA, the following do not constitute Availability failures:
 - (i) Availability failures that occur while any undisputed amount that is overdue and payable under the Agreement remains unpaid;
 - (ii) Availability failures caused by customer equipment or the acts or omissions of Customer or its personnel;
 - (iii) Availability failures caused by property of a third party or the acts or omissions of any third party excluding Nextgen or Nextgen's subcontractors and customers;
 - (iv) Availability failures caused by the Customer exceeding their contracted power allocation;
 - (v) Availability failures caused by Nextgen's exercise of its rights under the services agreement;
 - (vi) Availability failures that are attributable to a defect in or availability failure of a monitoring or reporting device which resulted in the monitoring or reporting device providing an incorrect reading of the relevant Service Level (but excluding where the Availability failure itself was caused by the device, such as where the device causes a power overload);
 - (vii) Availability failures caused by Force Majeure.
- (d) Notwithstanding any provision to the contrary in this SLA, and in addition to the items listed in clause 5.4.(c) of this SLA, Availability failures due to Scheduled Maintenance notified by Nextgen does not constitute an Availability failures in respect of any Service Level described in this SLA.

5.5. Rectification of Availability failures

- (a) The Customer must notify Nextgen of the Availability failure promptly upon becoming aware of the Availability failure (but in any event within 12 hours of becoming aware of the Availability failure).
- (b) On becoming aware of an Availability failure (including following notification in accordance with clause 5.5.(a), Nextgen shall:
 - (i) Where it is able to do so, provide the Customer with an estimated time scale for rectification of the Availability failure or the cause of the Availability failure;
 - (ii) Use its reasonable endeavours to remedy the Availability failure or the cause of the Availability failure as soon as practicable; and
 - (iii) Update you as required until the Availability failure or the cause of the Availability failure is remedied.

6. Billing

Nextgen's commitment is to respond quickly, professionally and in good faith in the event of an invoice dispute.

Our commitment is to resolve the issue within 14 days, unless another process and timetable is agreed with the Customer.

7. Other Parameters

Performance targets for a range of product parameters are provided in the individual product data sheets, available on the Nextgen website. Nextgen provides no guarantees on product performance parameters, other than those mentioned specifically in this document.

Note

(^1) International Services. This Service Level Agreement does not apply to services delivered outside of Australia. The applicable Service Level Agreement for International Services will be agreed case by case, with consideration of the specific service design and location.

(^2) Customer Commitment Date (CCD). The date that Nextgen commits to deliver the service and against which service level agreements are measured. CCD will only be changed if the customer specifically requests a delay and Nextgen agrees or the information provided by the Customer on the order materially changes and this is clarified with the customer prior to settling the CCD.

(^3) Scheduled Completion Date (SCD). The current scheduled date of service delivery which Nextgen reports to the Customer. For services delivered on time CCD and SCD will match.

(^4) Dark Fibre Product. Nextgen Dark Fibre services by their nature are unmonitored, hence cannot be actively managed. Restoration of Dark Fibre services are dependant on active Customer cooperation for the reporting of faults, as well as facilitating access to customer sites for fault localisation.

(^5) Standard Services. The SLA for Standard Services applies to the Nextgen service types listed in section 2, except for Unprotected Services or where a customised SLA is described in the applicable service order or contract.

(^6) Unprotected Services. The SLA for Unprotected Services is applicable to Interstate Point-to-Point Services that are ordered as "Unprotected Core", or where the service order explicitly states that the SLA for Unprotected Services applies.

(^7) Service Access Technology. The specific SLA parameters for a service are determined by the access technology for that service, as specified in the customer order.

(^8) Progress reports to be supplied fortnightly for Business Grade Point-to-Point Switched Ethernet.

(^9) FibreBG refers to Business Grade Point-to-Point Switched Ethernet.

Nextgen Group

Nextgen Group is a leading supplier of network connectivity and data centre facilities to Australian businesses, government agencies and telecommunication service providers. We're committed to our clients' success and focus on understanding their business and objectives to deliver tailored networking solutions that deliver meaningful results.

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