

Service Level Schedule

1 Interpretation & Definitions

1.1 In this Service Level Schedule:

Access means the physical or wireless access connection to the Site used to deliver one or more Services.

Availability Service Level has the meaning given in clause 4.1.

CPE means the customer premises equipment at a Site, which may include both software and hardware, and whether or not supplied by Pipe, which is located on the Customer's side of the Network Boundary Point.

Credit means a credit that may be given to the Customer under the Credit Claim Process.

Credit Claim Process means the process set out in clause 6.

Customer Trouble Ticket means a ticket on Pipe's trouble ticketing system which issues Customer Trouble Ticket numbers and by which the rectification of Faults are tracked.

Emergency means any event or circumstance which endangers or threatens to endanger the safety or health of any person, destroys or damages or threatens to destroy or damage the Pipe Network or any other personal or real property, or gives rise to or threatens to give rise to a cyber security incident in the Pipe Network.

Emergency Maintenance means maintenance required due to an Emergency and that requires prompt or immediate action to respond to the Emergency. Pipe must use its reasonable endeavours to provide as much prior notice of any Emergency Maintenance as is reasonable in the circumstances, and wherever possible, at least 24 hours prior notice.

Excluded Event means, in addition to the circumstances described as an "Excluded Event" in the Pipe Terms, any of the following circumstances that causes or prolongs a Service Level Failure: (a) in respect of Services supplied using Third Party Infrastructure, a Third Party Access Event; (b) the Customer's use of Management Access; (c) any fault in or failure of a Third Party Underlay Service; (d) in respect of NBN Business Satellite, a Satellite Limitation; or (e) in respect of an NBN Smart Places Service, an Unusual Event.

Fault means a problem in the operation of the Service to a Site.

Fault Commencement Time means, unless otherwise specified in this Schedule, the time at which a Customer Trouble Ticket is opened, provided that Pipe has subsequently accepted that Customer Trouble Ticket.

Fault Restoration Time means the time at which the status on a Customer Trouble Ticket is changed to "Resolved".

Fault Severity Table means the table set out in clause 5.1.

Grade of Service means, in respect of a Service, the Service Level grade described in clause 4.1 as determined by the type of Access used to deliver the Service.

Installation Service Levels means the Service Levels applicable to the timeframe for Pipe's installation and provisioning of a Service and any associated Access, as set out in clause 3.2 unless otherwise described in the relevant Order acceptance notification.

Management Access means Pipe's grant of access to control platforms to Customer so as to allow Customer to manage and configure their Service and/or CPE.

Metro means a location that is within the nearer of the local calling area or 50 kilometres of the GPO, of Melbourne, Sydney, Brisbane, Adelaide, Perth or Canberra.

Modification Service Levels has the meaning given in clause 3.4.

NBN Access Type means fibre, satellite or other Access infrastructure owned or operated by NBN Co that is used to deliver a Service.

NBN Co means nbn co limited (ABN 86 136 533 741).

NBN Enhanced SLA or NBN Premium SLA means an enhanced Service Level offered (for purchase on specified Services) by Pipe for Services provided over an NBN Access Type, as specified in an Order Form.

NBN Enterprise Ethernet means NBN Access Types: NBN-EE or NBN-EE (NTU), as referenced in a relevant Order.

NBN Ethernet means NBN TC-2 or TC-4 with the following NBN Access Types: NBN-FTTN, NBN-FTTP, NBN-FTTB, NBN-FTTC or NBN-HFC, as referenced in a relevant Order.

NBN Smart Places Location means a Site that is designated by NBN Co as an eligible non-premises location during Service Qualification.

NBN Smart Places Service means a Fast Fibre Service, provided over a TC2 or TC4 Access, and supplied to an NBN Smart Places Location.

NBN Wholesale Broadband Agreement means the NBN Co wholesale broadband agreement published on NBN Co's website from time to time, available at <https://www.nbnco.com.au/sell-nbn-services/supply-agreements/wba>.

New Build Service has the meaning given in clause 3.1.

Performance Service Levels has the meaning given in clause 4.2.

Pipe Infrastructure means fibre or other Access infrastructure owned or operated by Pipe or its Related Bodies Corporate.

Pipe General Terms and Conditions means the General Terms and Conditions set out at <https://www.vocus.com.au/help-and-support/legal-contracts/pipe>.

Pipe Service Desk means the service desk, which may be reached on 1300055717 (Option 1) or such other contact method notified by Pipe from time to time.

Pipe Terms means:

- (a) if the Customer has executed a Pipe master services agreement for Pipe's supply of Services, the terms of that master services agreement;
- (b) the Pipe General Terms and Conditions; or
- (c) if the parties have agreed amendments to the Pipe General Terms and Conditions, the amended form of the Pipe General Terms and Conditions.

Planned Outage means a means a period of time that Pipe may interrupt the supply of Services to the Customer for routine maintenance or up-grading or other similar processes, after giving the Customer 5 Business Days prior notice, which outage does not exceed the period of time specified in that notice.

POP means a point of presence on the Pipe Network to which Customer may be connected to obtain Service.

Regional means a location that is neither Metro nor Rural,

Response Time means, in respect of a Fault, the time taken for Pipe to issue the Customer with a Customer Trouble Ticket number.

Restoration Service Level means the target amount of time for the restoration of a particular Fault depending on Severity set out in the Fault Severity Table.

Restoration Time means, in respect of a Fault, the elapsed time between the Fault Commencement Time and the Fault Restoration Time, but excluding any such elapsed time related to an Excluded Event (unless otherwise expressly stated in this Agreement).

Rural means a location that is greater than 250 kilometres from a town with a population of 10,000 or more people, as defined by the Australian Bureau of Statistics.

Satellite Limitation means any fact, matter or circumstance which adversely affects satellite transmissions, including all solar activity, Sun Transit Events, rain fade events, extreme or other adverse weather conditions and satellite radio-frequency interference caused by satellite operators other than NBN Co.

SD WAN Complex Change has the meaning given in clause 3.4.

Service Level Failure means a failure by Pipe to achieve a Service Level stated in this SLA Schedule as being applicable to a Service.

Service Modification Request has the meaning given in clause 3.3.

Service Qualification has the meaning given in clause 3.1.

Severity of a Fault is established on the basis of the Fault Severity Table.

Site means a location nominated in an Order Form from which the Customer obtains connectivity to the Pipe Network, but does not include locations from which the Customer dials into the Pipe Network.

Sun Transit Events means any periodic event during which the sun is aligned with any satellite that forms part of the Satellite Network and any earth station or Premises, which adversely affects satellite transmissions.

Telstra means Telstra Group Limited, or its Related Bodies Corporate.

Third Party Access Event means an act or omission of a Third Party Access Provider in connection with Third Party Infrastructure used to supply a Service, including any delay or failure of a Third Party Access Provider to restore any Fault occurring on its Third Party Infrastructure, except to the extent that such act or omission is not made as a direct result of or contributed to by any wrongful or unlawful act or omission of Pipe.

Third Party Access Provider means a Pipe supplier that owns or operates Third Party Infrastructure used to provide a Service, which may include NBN Co and Telstra.

Third Party Infrastructure means fibre or other Access infrastructure owned or operated by a Third Party Access Provider.

Third Party Underlay Service means, in respect of an SD-WAN Service, a carriage service supplied to Customer by a third party that has been approved by Pipe in writing for use in connection with the SD-WAN Service.

Unusual Event means, in respect of an NBN Smart Places Service, that NBN Co has applied a “held” status to a Fault trouble ticket due to NBN Co needing to either:

- (a) use equipment not ordinarily carried by NBN Co personnel, such as an elevated work platform; or
- (b) engage subcontractors not ordinarily engaged by NBN Co in performing an activity of that nature, such as security guard subcontractors.

1.2 In this Agreement, any capitalised words not otherwise defined in this document have the meaning set out in the Pipe Terms referred to in the relevant Order Form.

1.3 Headings are for ease of reference only and do not affect interpretation.

1.4 A reference to a clause is a reference to a clause in this Service Level Schedule.

1.5 A reference to time is to Sydney, Australia time.

2 Service Level Scope and Pipe Commitment

2.1 This Service Level Schedule applies to Orders for Services placed by Customers with Pipe Networks Pty Limited (referred to as “Pipe” in this document) where the Order for such Services references this document.

2.2 Without limiting the above clause, this Service Level Schedule does not apply to:

- (a) Services governed by a Service Schedule that contains standalone Service Levels for that Service;
- (b) Services that are supplied to or at any overseas location;

- (c) Services that have bespoke Service Levels stated in the applicable Order or that otherwise exclude the application of this Service Level Schedule in the applicable Order or Service Schedule; or
- (d) Co-location Services or Mobile Services.

2.3 Pipe will use reasonable endeavours to meet the Service Levels set out in this Schedule, provided that Pipe is not responsible for any failure to meet the Service Levels to the extent caused or contributed to by an Excluded Event. Without limiting any other provision of the Agreement, where a Service is the subject of a Fault and a Credit is available, the Credit is the limit of Pipe's liability to the Customer.

3 Service Provisioning

3.1 Service Qualification

- (a) Prior to accepting an Order Form for a new Service, Pipe will conduct a pre-sales qualification process to determine whether the nominated Site is serviceable (**Service Qualification**).
- (b) Service Qualification will determine whether the relevant Site:
 - (i) is serviceable using Pipe Infrastructure or Third Party Infrastructure at the Site; or
 - (ii) requires new Pipe Infrastructure that must be built to the Site (**New Build Service**).

Pipe will not accept an Order unless the relevant Service is serviceable using Pipe Infrastructure or Third Party Infrastructure, unless the relevant Site qualifies for a New Build Service.

- (c) If Customer's Site qualifies for a New Build Service, then Pipe will conduct a feasibility study on the new Pipe Infrastructure requirements and provide Customer with an estimate of the installation Charges and timeframe to provision the New Build Service at the time that we accept the Order (and the Installation Service Levels set out in this section will not apply).
- (d) The Installation Service Levels do not apply to New Build Services provided to NBN Smart Places Locations. The terms, including Installation Service Levels applicable to any such NBN Smart Places Services are governed by separate terms set out or referenced in the relevant Order.

3.2 Installation Service Levels

- (a) If Customer requires a new or modified Access to support a Service, then unless another timeframe is stipulated in the relevant Order, Order acceptance notification or otherwise advised by Pipe in writing, Pipe will use its reasonable endeavours to meet the Installation Service Levels set out in the following table:

Installation Service Level			
	Where installation requires a new Access on Pipe Infrastructure	Where installation requires a new Access on Third Party Infrastructure	Where installation requires modification of an existing Access (not requiring change to physical access)
Metro Area	35 Business Days	55 Business Days	10 Business Days

Regional	35 Business Days	55 Business Days	15 Business Days
Rural Area	N/A	N/A	N/A

- (b) If an Access with suitable capacity to support the Service exists at the Site or no Access is required to provision the Service, then unless another timeframe is stipulated in an Order acceptance notification, Pipe will use reasonable endeavours to meet the Installation Service Levels for installation of the relevant Service in accordance with the following table:

	Installation Service Level
- e-LAN, e-Line, IP Line, ISDN and IPVPN Services - SIP Voice (other than MS Teams or OTT)	Metro Area: 10 Business Days Regional Area: 15 Business Days Rural Area: As specified in the Order
- vDC Link (Private e-LAN/IPVPN), vDC Link (Public), vInfrastructure, vServer - Reach Inbound (13/1300/1800) Call Plan – Simple - Reach Call Plan Manager Establishment - NBN Business Satellite Internet (where all equipment is installed at the Premises and no physical access is required)	5 Business Days
- Reach Inbound (13/1300/1800) Call Plan – Complex - BizPhone - DCWave (for stocked interface types where the Access is active) - SIP Voice (MS Teams or OTT)	10 Business Days
Private Cloud	10 Business Days after installation of Private Cloud network connection is completed
SD-WAN	As communicated to the Customer by Pipe in writing on a case by case basis

- (c) The measurement of Installation Service Levels commence from the date Pipe issues the Order acceptance notification to the Customer.
- (d) Installation Service Levels targets exclude time during which Pipe is delayed or prevented from conducting installation and provisioning activities outside of its control, including where access is blocked by an owner or occupier of duct or any building, requirements to conduct civil works that were not able to be detected via Service Qualification, limitations imposed on Pipe by Third Party Access Providers, the availability of underlying infrastructure used to supply the Service, where Customer fails to provide cooperation and assistance reasonably required by Pipe to perform such activities, or any Excluded Event. Pipe will use reasonable endeavours to notify Customer of any delay to the Installation Service Levels, but will not be liable to Customer in the event of such delay.
- (e) The Customer must be available for appointments set by Pipe and its contractors. In a shared building where access to MDF and riser cables may be required, it is the Customer's responsibility to organise that access prior to the appointed installation time.

- (f) Failure to achieve the Installation Service Levels does not entitle the Customer to a Credit.

3.3 Service Modification Requests

- (a) Customer may request a modification to a Service to its Pipe account manager in writing or via the Pipe Service Desk (**Service Modification Request**). Service Modification Requests are subject to Pipe's acceptance.
- (b) If Charges apply to the Service Modification Request (including once-off Charges and changes to the Monthly Recurring Charges), then Pipe will issue Customer with a quote. Upon Customer's acceptance of the quote, Pipe will issue Customer with an Order for the Service Modification Request.

3.4 Modification Service Levels

- (a) Pipe will use reasonable endeavours to implement Service Modifications in accordance with the Service Levels set out below (**Modification Service Levels**).

Modification	Modification Service Level	
	Service on Pipe Infrastructure	Service on Third Party Infrastructure
Physical Changes being: - Service relocation (both within same building and to a new building) - Service bandwidth change requiring a change to the physical infrastructure - Any other modification requiring a change to the physical infrastructure	Installation Service Levels apply	Installation Service Levels apply
Logical Changes, being: - Service relocation between existing Accesses - Service bandwidth change not requiring a change to the physical infrastructure - Any other modification not requiring a change to the physical infrastructure, excluding SD-WAN Complex Changes	5 Business Days	Installation Service Levels apply
SD-WAN Complex Changes - change to SD-WAN device licence features - complex configurations to the SD WAN device conducted remotely - any modification that requires physical attendance at the Site.	As stated in the Order acceptance notification to the Customer	As stated in the Order acceptance notification to the Customer
Cloud Changes to an existing vDC, including:	15 minutes	N/A

Modification	Modification Service Level	
	Service on Pipe Infrastructure	Service on Third Party Infrastructure
vDC Link (Private e-LAN/IPVPN), vDC Link (Public), vInfrastructure, vServer		
Emergency Modifications, including: Disaster Recovery Emergency Redirection	2 Hours	N/A

- (b) The measurement of Modification Service Levels commence from the date Pipe issues the Order acceptance notification to the Customer in respect of the Service Modification Request.
- (c) Failure to achieve the Modification Service Levels does not entitle the Customer to a Credit.

3.5 Operations

The Pipe service delivery centre operates Monday to Friday 0800 to 1800 (AEST).

4 Service Assurance

4.1 Service Availability

- (a) The Service Availability of a Service in a calendar month is calculated in accordance with the following formula:

$$\text{Service Availability} = \left(\frac{\text{Total Time} - \text{Unplanned Outage}}{\text{Total Time}} \right) \times 100$$

where:

- (i) **Available** means the total time in minutes that the Service is not affected by a Severity 1 Fault in a calendar month;
- (ii) **Total Time** means the total minutes in a calendar month; and
- (iii) **Unplanned Outage** means the total time in minutes that the Service is not Available in a calendar month, calculated as the aggregate of all Restoration Time for Severity 1 Faults during the calendar month.
- (b) Pipe will use reasonable endeavours to ensure that Services are Available in accordance with the applicable Service Level set out in the table below (**Availability Service Level**).

Grade of Service	Availability Service Level	Service
Pipe Core	99.99%	Virtual Data Centre (excluding those listed elsewhere) Reach Voice
Pipe Premium	99.95%	Accesses: - Dark Fibre - Fast Fibre (on Pipe Infrastructure Accesses) - Fibre 400/1000 Services: - SD-WAN (Fortinet and Cisco Meraki)

Grade of Service	Availability Service Level	Service
		- e-Line (Business & Carrier grade) - e-LAN, IP Line, SIP Voice, ISDN and IPVPN Services where those Services run over one of the above Accesses - Protected or Diverse DCWave or OfficeWave - Virtual Data Centre (Point to Point & AWS) - Private Cloud with multiple vHosts
Pipe Standard	99.90%	Accesses: - Wireless Access Backup - All other Pipe Infrastructure Accesses (other than those described in the Pipe Core, Pipe Premium or Unprotected Grade of Service) Services: - Bizphone - e-Line (Standard grade) - e-LAN, IP Line, SIP Voice, ISDN and IPVPN Services where those Services run over one of the above Accesses. - All other fixed product Services that are delivered over one of the above Accesses (other than Services with a bespoke SLA regime set out in a standalone Service Schedule)
NBN Premium 12	99.90% (except for NBN Enterprise Ethernet, 99.95%)	Accesses (where applicable to the selected speed tier, as specified in the Order): - NBN Enterprise Ethernet - NBN Ethernet Business Bundles - TC2 (where purchased with FAST Fibre for a Site) - TC4 (where purchased with FAST Fibre for a Site) <i>NBN Premium SLA or NBN Enhanced SLAs may be purchased to enhance this Grade of Service as further described in clause 5.2 below</i>
NBN Premium 4	99.90%	Accesses (where applicable to the selected speed tier, as specified in the Order): TC4
NBN Standard	99.90%	Accesses (other than for speed tiers that apply NBN Premium 4 or NBN Premium 12, as specified in the Order): - TC4 - TC2 (other than where purchased with FAST Fibre for a Site)

Grade of Service	Availability Service Level	Service
		<i>NBN Enhanced SLAs may be purchased to enhance this Grade of Service as further described in clause 5.2 below</i>
NBN Business Satellite	99.70%	NBN Business Satellite Internet
Telstra Business Plus	99.90%	Fast Fibre (on Telstra Ethernet Access)
Unprotected	99.50%	Unprotected DCWave or OfficeWave* Private Cloud with single vHost* SIP into MSTEams SIP OTT

* Pipe Premium applies for the purpose of Restoration Service Levels under clause 5.2

- (c) Pipe's failure to achieve the Availability Service Level does not entitle Customer to a Credit.

4.2 Service Performance (Network Latency, Packet Loss and Jitter)

- (a) Pipe will use reasonable endeavours to achieve the following Service Levels for packet loss, latency and Jitter across the core of the Pipe Network (meaning from POP to POP) (**Performance Service Levels**).

IPVPN and e-LAN	Latency (One Way)	Jitter (One Way)	Max Packet Loss
RealTime-High	45ms	10ms	0.01%
RealTime-Low	45ms	10ms	0.01%
Interactive-High	60ms	N/A	0.1%
Interactive-Low	60ms	N/A	0.1%
Business Data	100ms	N/A	0.5%
Best Effort	N/A	N/A	N/A
IP Line	Latency (Round Trip)		
Domestic Internet – Telstra and Optus NNI	Less than 80ms	N/A	1%
International Internet – US Upstream NNI	Less than 200ms	N/A	1%
e-Line			
e-Line Carrier		5ms	0.001%
e-Line Business		N/A	0.1%
e-Line Standard		N/A	N/A

Carrier & Business	Target One-way Latency (ms)					
e-Line	Brisbane	Sydney	Canberra	Melbourne	Adelaide	Perth
Brisbane	1	8	10	14	20	37
Sydney	8	1	3	6	12	28
Canberra	10	3	1	8	14	30
Melbourne	14	6	8	1	6	23
Adelaide	20	12	14	6	1	28
Perth	37	28	30	23	28	1

- (b) Customer acknowledges that Pipe will only measure Services against the Performance Service Levels where required in order to investigate a Fault, and will not otherwise conduct regular monitoring, measuring or reporting on Performance Service Levels. Where Pipe performs such measurements, the Performance Service Levels are measured hourly based on the average of 12 polls taken at 5 minute intervals over a calendar month period.
- (c) Pipe's failure to achieve the Performance Service Levels does not entitle Customer to a Credit.

4.3 Service Centre

The Pipe Service Desk operates 24 hours a day, 7 days a week, 52 weeks a year.

5 Fault Severity

5.1 Fault Severity Table

Pipe will classify each Fault in accordance with the severity categories in the table below at the time that it issues the Customer with a Customer Trouble Ticket.

Severity Scale	Description
1	The Service at the Site is down.
2	The Service at the Site is severely degraded including where the Service is experiencing significantly reduced speeds and recurring drop outs.
3	The Service at the Site is degraded but is not a Severity 1 or 2 Fault
4	The Customer requires information or assistance on Pipe product capabilities, installation or configuration. Little or no impact on the Customer's business operation.

5.2 Fault Restoration Service Level

- (a) Subject to the remainder of this clause 5, Pipe will use reasonable endeavours to ensure that the Restoration Time for Faults are within the applicable Restoration Service Levels set out in the table below, depending on the Fault Severity and Grade of Service.

Severity Scale	Target	Progress	Restoration Service Level								
	Response Times	Updates	Pipe Core	Pipe Premium	Pipe Standard	NBN Premium 4	NBN Premium 12	NBN Standard	NBN Business Satellite	Telstra Business Plus	Grade of Service - Unprotected
1	15 minutes	Hourly	1 hour	4 hours	8 hours	4 hours	12 hours	Next Business Day	As per section Annexure A4.2 of Annexure A	12 hours	N/A

Severity Scale	Target	Progress	Restoration Service Level								
	Response Times	Updates	Pipe Core	Pipe Premium	Pipe Standard	NBN Premium 4	NBN Premium 12	NBN Standard	NBN Business Satellite	Telstra Business Plus	Grade of Service - Unprotected
2	1 hour	On a significant event basis, or as otherwise agreed.	8 hours	8 hours	Next Business Day	Next Business Day	Next Business Day	2 Business Days	As per section Annexure A4.2 of Annexure A	Next Business Day	N/A
3	4 hours		24 hours	24 hours	3rd Business Day	2 Business Days	2 Business Days	3 Business Days	As per section Annexure A4.2 of Annexure A	2 Business Days	N/A
4	24 Business Hours		N/A	N/A	N/A	N/A	N/A	N/A	As per section Annexure A4.2 of Annexure A	N/A	N/A

- (b) An additional full Business Day is to be added to the Restoration Service Level if (i) a Site visit is required to a Regional Site or (ii) the Access is ADSL.
- (c) Sites that are in Rural areas are restored on a best efforts basis only and do not have a Restoration Service Level.
- (d) For certain NBN Access Types, Customer may elect to acquire NBN Enhanced SLAs or NBN Premium SLAs in its Order Form. If an NBN Enhanced SLA or NBN Premium SLA has been selected, then the Restoration Service Levels for Severity 1 Faults above will not apply, and will be replaced with the applicable Restoration Service Levels specified in Annexure A.
- (e) For Telstra Business Plus Access, Customer may elect to acquire an enhanced Restoration Service Level for Severity 1 Faults in its Order Form. If 'Express 8' has been selected, then the Restoration Service Level for Severity 1 Faults above will be replaced with a Restoration Service Level of 8 hours.
- (f) Fault Commencement Time and Restoration Time for Services provided on NBN Access Types are calculated in accordance with section Annexure A4 of the Annexure A.
- (g) Restoration of Services in the Unprotected Grade of Service is best efforts only.

5.3 Fault Restoration Credit

- (a) Subject to clause 6, Customer is entitled to a Credit:
 - (i) in respect of a Service delivered using Pipe Infrastructure, in circumstances where the Restoration Time exceeds the applicable Restoration Service Level for Severity 1 faults (outside a Rural area), in which case the Credit is calculated in accordance with the table below:

Number Of Hours Over Target Restore	Credit
Up to 2 hrs	10% of the monthly Charges that are payable in respect of the affected Site for the affected
> 2 and ≤ 4 hrs	20% of the monthly Charges that are payable in respect of the affected Site for the affected

> 4 and ≤ 6 hrs	30% of the monthly Charges that are payable in respect of the affected Site for the affected
> 6 hours	40% of the monthly Charges that are payable in respect of the affected Site for the affected

(ii) in respect of a Service delivered using an NBN Access Type, in circumstances where:

- (A) the Restoration Time exceeds the applicable Restoration Service Level (outside a Rural area); and
- (B) NBN Co is liable to pay Pipe a rebate in respect of NBN Co's failure to meet the applicable Restoration Service Level under the NBN Wholesale Broadband Agreement,

in which case the Credit will be equal to the amount that Pipe receives from NBN Co in respect of the relevant failure, less any reasonable costs Pipe has incurred in restoring the relevant Fault.

(b) Other than as expressly set out in this clause 5.3, Customer is not entitled to a Credit in respect of Pipe's failure to meet a Restoration Service Level.

6 Credit Claim Process

- (a) The maximum Credit that will be given in a calendar month is 40% of the amount billed to the Customer for the affected Service at the Site which is the subject of the Claim.
- (b) A Credit will only be given where:
 - (i) the Customer has lodged with Pipe a written claim (**Claim**) for a Credit and provided Pipe with all evidence available to support such Claim including the relevant Customer Trouble Ticket number.
 - (ii) the Claim relates to a Fault with a Customer Trouble Ticket;
 - (iii) the Service that is the subject of the Service Level Failure is a Pipe Premium Service (as described above);
 - (iv) Claims have been received by Pipe within 60 days of the end of the month to which the Claim relates (**Claim Period**); and
 - (v) Pipe's failure to achieve the Service Level is not caused by or contributed to by an Excluded Event.
- (c) Pipe will make an acknowledgement to the Customer within 30 days of the Customer lodging a Claim and shall provide reasons to the Customer if, for any reason, it denies liability for the Credit or breach of the Service Level. If the Customer disagrees with Pipe's denial of a Claim, it shall be entitled to exercise the dispute resolution procedures described in the Pipe Terms.
- (d) Credits in relation to a valid Claim will be applied to the Customer's billing during the month following Pipe's acknowledgment of responsibility for the breach of the Service Level.

Annexure A

NBN Access Types

1. Definitions

First Available Time means:

- (a) the earliest time at which the NBN Co appointment representative is available at the Site for a site visit; or
- (b) if Customer elects for an appointment with an NBN Co appointment representative that is later than the earliest time available, the time of that appointment.

Isolated Area means any area which is defined as a 'Very Remote' or 'Remote' geographical area in the most recent 'Accessibility Remoteness Index of Australia plus (ARIA+)' published by the Australian Population and Migration Research Centre of the University of Adelaide as at 26 April 2016.

Limited Access Area means any area that cannot reasonably be accessed by road and would require some element of air or water transportation, including where the area would otherwise be an Urban Area, Major Rural Area, Minor Rural Area, Remote Area or Isolated Area.

Major Rural Area means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.

Metropolitan Area means an area within an Urban Area which is:

- (a) within a capital city metropolitan boundary; or
- (b) specified as a "Metropolitan Area" by nbn from time to time.

Minor Rural Area means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.

NBN Operational Hours means the hours during which Restoration Time is measured in respect of Services delivered over an NBN Access Type, as specified in section 4 of this Annexure.

Regional Centre means an Urban Area other than a Metropolitan Area.

Remote Area means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area, Minor Rural Area, Isolated Area or Limited Access Area.

Urban Area means an urban centre with a population equal to or greater than 10,000 people.

2. NBN Enhanced SLA - NBN Ethernet

The Severity 1 Fault Restoration Service Levels for NBN Enhanced SLAs applicable to NBN Ethernet are set out in the table below, in hours during NBN Operational Hours applicable to the relevant NBN Enhanced SLA as described in section 4 of this Annexure.

NBN Enhanced SLA	Urban Areas or other areas where no plant work or site visit required	Plant work or site visit required	
		Major Rural Area and Minor Rural Area	Remote Area
Enhanced-4	4	18	32
Enhanced-4 (24/7)	4	18	32
Enhanced-6	6	20	34
Enhanced-6 (24/7)	6	20	34

Enhanced-8	8	22	36
Enhanced-8 (24/7)	8	22	36
Enhanced-12	12	26	40
Enhanced-12(24/7)	12	26	40
Enhanced (90 Day) -12 (24/7)	12	26	40

3. NBN Premium SLA – NBN Enterprise Ethernet

The Severity 1 Fault Restoration Service Levels for NBN Premium SLAs applicable to NBN Enterprise Ethernet are set out in the table below in hours during NBN Operational Hours applicable to the relevant NBN Premium SLA as described in section 4 of this Annexure.

NBN Premium SLA	No plant work or site visit is required	Plant work or site visit is required		
	All areas	Metropolitan Area	Regional Centre, Major Rural Area and Minor Rural Area	Remote Area
Premium – 4 (24/7)	4	4	18	32
Premium – 6 (24/7)	6	6	20	34
Premium – 8 (24/7)	8	8	22	36

4. NBN Operational Hours

4.1 General

- All references to Fault Commencement Time and Restoration Time for NBN Access Types are calculated in accordance with this section 4.
- Unless specified otherwise in the table below, and subject to section 4.2 of this Annexure, NBN Operational Hours are 0800 to 1700 local time on Business Days where the relevant Pipe activity is occurring.

Service Level	NBN Operational Hours
NBN Premium 4	24 hours a day
NBN Premium 12	
Enhanced-12 (24/7)	
Enhanced-8 (24/7)	
Enhanced-6 (24/7)	
Enhanced-4 (24/7)	
Enhanced (90 Day)–12 (24/7)	
Premium - 12 (24/7)	
Premium - 8 (24/7)	
Premium - 6 (24/7)	
Premium - 4 (24/7)	

Enhanced-12 Enhanced-8 Enhanced-6 Enhanced-4	0700 to 2100 local time at the Site to which the Customer Trouble Ticket relates on Business Days
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- (c) Notwithstanding anything to the contrary in this Agreement:
- (i) the Fault Commencement Time and Restoration Time in connection with a Fault arising on an NBN Access starts:
 - (A) during NBN Operational Hours, immediately; and
 - (B) outside of NBN Operational Hours, at the start of the next NBN Operational Hour,
 after the later of Pipe's acceptance of the Customer Trouble Ticket and, if a Site visit is required, the First Available Time; and
 - (ii) Restoration Time will include Third Party Access Events caused by NBN Co to the extent that NBN Co is responsible for the delay in restoring a Fault under its service level commitments under the NBN Wholesale Broadband Agreement.

4.2 Site Attendance – NBN Smart Places Locations

Notwithstanding anything to the contrary in this Service Level Schedule, where attendance at an NBN Smart Places Location is required in connection with the restoration of a Fault, the NBN Operational Hours applicable to the relevant Restoration Service Level for such appointment are as set out in the table below.

Premises Attendance	Standard Service Hours
Attendance at an NBN Smart Places Location (Business Days)	0800 to 1700 local time on Business Days at the relevant NBN Smart Places Location
Attendance at an NBN Smart Places Location (After Hours)*	• 2100 to 0700 local time on Business Days; and • 0800 to 1700, or 2100 to 0700 local time on days other than Business Days, at the relevant NBN Smart Places Location.

* After hours appointments may not be available. Pipe will advise Customer of whether NBN Co appointment technicians are available for after hours support

5. NBN Business Satellite – Restoration Service Levels

- (a) NBN Business Satellite Internet is provided with *Assurance – Bronze* unless Customer elects to upgrade to *Assurance – Silver* or *Assurance – Gold* options (for which additional Charges apply) in the relevant Order.
- (b) The Restoration Service Levels applicable to NBN Business Satellite are set out in the table below, in hours during NBN Operational Hours.

Restoration Service Levels (no Premises visit required)		
Service Feature	Priority Assigned Class	Service Restoration Target
Assurance - Gold	P1	5 Business Days
	P2	10 Business Days

	P3	15 Business Days
	P4	15 Business Days
Assurance - Silver	P1	10 Business Days
	P2	30 Business Days
	P3	30 Business Days
	P4	40 Business Days
Assurance - Bronze	P1	14 Business Days
	P2	30 Business Days
	P3	30 Business Days
	P4	40 Business Days

Restoration Service Levels (Premises visit required)	
Premises Location	Service Restoration Target
Urban Area	5 Business Days
Major Rural Area / Minor Rural Area	5 Business Days
Remote Area	10 Business Days
Isolated Area	As quoted
Limited Access Area	As quoted

- (c) Failure to achieve this Service Level in respect of:
- (i) the *Assurance – Bronze* core feature, does not entitle You to a Service Rebate;
 - (ii) the *Assurance – Silver* and *Assurance – Gold* optional features, may entitle You to a Service Rebate, in which case 5.3(a)(ii) will apply.

6. Amendment

- (a) Pipe may amend the terms of this Annexure, as it relates to a Service provided over an NBN Access Type, if such amendments are required as a result of any change to the arrangements between Pipe or its Related Bodies Corporate and NBN Co (including as to pricing), including without limitation, any change to the WBA or any new WBA or wholesale agreement that is brought into existence that governs NBN Co's supply of services relating to the relevant Service.
- (b) If Pipe make any change to this Annexure in accordance with this section 6, then:
- (i) Pipe will publish an updated version of this Service Level Schedule on the Customer Portal or the Vocus website; and
 - (ii) notwithstanding anything to the contrary in the Agreement, Customer is not entitled to terminate this Agreement or any Order as a result of amendments Pipe makes in accordance with this section 6.