VOCUS COMMUNICATIONS
SERVICE LEVEL AGREEMENT

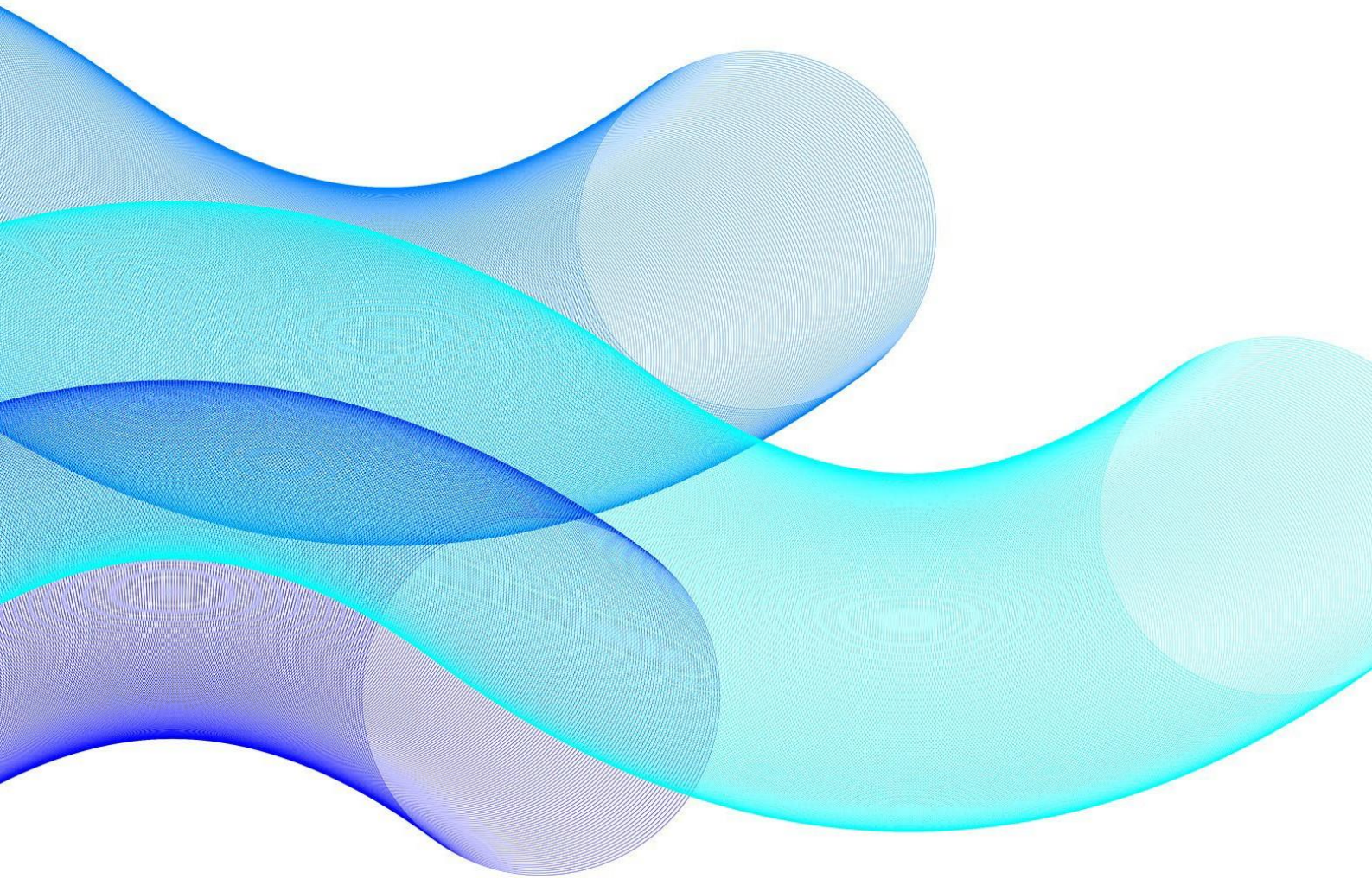APRIL 2023

TABLE OF CONTENTS

1. INTRODUCTION

1.1   This SLA covers services including (unless otherwise notified by Vocus) Data Services, Voice Services, Dark Fibre Services, Cloud Services, Managed SD-WAN Services, Business Continuity Services, DDoS Protection Services and Colocation Services.

1.2   Vocus may vary this SLA if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

2. SERVICE SUPPORT

SERVICE SUPPORT

2.1   Vocus will provide the Customer with access to the Vocus Support Centre 24 hours per day, 7 days per week to record an Incident or Service Request relating to the Services. Incidents or Service Requests are managed by the Vocus Support Centre and processed in accordance with ITIL best-practice guidelines to meet the applicable Targets for the Services. Vocus will escalate resolution and fulfilment activities to appropriately skilled resources including to vendor support services where necessary.

2.2   The Vocus Support Centre will receive an Incident or Service Request from a Customer via email, phone, VocusOne or from automatic alerts that are generated from Vocus' Network Management Systems. Automatic alerts are logged as Incidents and will be addressed by the Vocus Support Centre.

VOCUS SUPPORT CENTRE CONTACT

2.3   The Vocus Support Centre is the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests from the Customer. The Vocus Support Centre comprises of three separate support centres working together to provide 24x7 customer support. Contact details for the Vocus Support Centre are set out in the customer support quick reference guide which is provided to the customer upon completion of provision of the Service or is otherwise available upon request.

2.4   The Customer must report perceived Priority 1 (P1) and Priority 2 (P2) Incidents to the Vocus Support Centre by phone to ensure prompt attention and support.

2.5   All phone calls will be answered by a Vocus technician who will record the Incident or Service Request and assign a Priority. Where possible the Vocus technician will also convey a target restoration time to the Customer.

2.6   All emails to the Vocus Support Centre automatically raise an Incident or Service Request in Vocus' Service Management System and a unique ticket number is provided to the Customer by return email.

2.7   Where possible, Customers must provide a Service ID when reporting issues to the Vocus Support Centre.

CUSTOMER RESPONSIBILITIES

2.8   Prior to reporting an Incident to Vocus, the Customer must take all reasonable steps to ensure that the Incident is not a problem with any Customer Equipment or within the Customer's administrative domain. Some suggested actions are:

> Perform a power recycle/reset of Customer Equipment.

> Perform a software reboot of IT systems.

> Record the status of indicators/LEDs on Customer Equipment.

> Run a diagnostic program (if available) on Customer Equipment and record the results.

> Record log files and traceroutes around the time of the event.

> Note any recent changes that were made.

2.9   Customers who rely on Vocus supplied customer premise equipment must specifically ensure that the equipment is receiving the required power and cooling to be operational.

2.10   It is vital that Customers provide Vocus with the correct information related to their service when reporting issues.

2.11   The more information a Customer can provide on the problem, the more accurately Vocus will be able to determine the root cause and implement a solution in the quickest timeframe. When contacting the Vocus Support Centre a Customer must, as a minimum, provide the following information:

> Customer name;

> Service ID of the Service affected by the Incident (if available);

> Name and contact details of the person reporting the Incident on behalf of the Customer;

> Description of the Incident;

> Details of any diagnostics that have been performed by the Customer;

> Customer Site contact;

> Name and location of the Customer Site that is affected by the Incident; and

> Business or trading hours of the site.

INCIDENT MANAGEMENT

2.12   Vocus reserves the right to charge a Customer in the event that Vocus is called to diagnose an Incident that is subsequently proven to be in the Customer's Equipment, or infrastructure used by the Customer that is supplied by a third party provider (e.g. not Vocus or Vocus' third party suppliers). This also applies to Incidents that occur on Vocus Equipment or Vocus Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors.

2.13   Vocus defines Incident priorities as outlined in the table below:

SEVERITY LEVEL	DESCRIPTION
Priority 1	Severe business impact. Critical business services down.
Priority 2	High business impact. Non-critical services down. Service degradation
Priority 3	Minor service degradation, specific service functionality unavailable
Priority 4	A minor service issue

TABLE 1: INCIDENT PRIORITIES 1 TO 4

2.14   Vocus will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this SLA.

2.15   Vocus does not guarantee that a Service will be restored within the times specified in the service tables in section 5 of this SLA however, Vocus will use all reasonable endeavours to restore a Service within the times specified.

2.16   When an Incident is logged, the Vocus Support Centre will:

> Agree with the Customer the level of Priority to be allocated to the Incident;

> Record the Incident in the Vocus' Service Management System and assign and quote a unique ticket number to the Customer;

> Manage any necessary escalations, remotely or at the Customer Site, to restore services within target restoration times;

> Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and

> Advise the Customer when the Incident has been resolved via phone or email.

SERVICE REQUEST MANAGEMENT

2.17   Any urgent Service Requests logged via email should be followed up with a phone call to the Vocus Support Centre with business justification for the urgent request. Complex Service Requests should be raised with the Account Manager.

2.18   Vocus defines Service Request priorities as outlined in the table below:

SEVERITY LEVEL	DESCRIPTION
Priority 5	Service Request is required to ensure continual operation of the business
Priority 6	Service Request that has minimal impact to continual operation of the business
Priority 7	Service Request that is non urgent, has no impact and is not required for continual operation of the business

TABLE 2: SERVICE REQUEST PRIORITIES 5 TO 7

2.19   Vocus will respond to Service Requests and work to fulfil a request as detailed in the service tables in section 5 of this SLA.

2.20   Vocus does not guarantee that a request will be fulfilled within the times specified in the service tables in section 5 of this SLA however, Vocus will use all reasonable endeavours to fulfil a request within the times specified.

2.21   When a Service Request is logged, the Vocus Support Centre will:

- > Agree with the Customer the level of Priority to be allocated to the Service Request;

- > Record the Service Request in the Vocus' Service Management System and assign and quote a unique ticket number to the Customer;

- > Manage any necessary escalations, remotely or at the Customer Site, to fulfil Service Requests within target fulfilment times;

- > Update the Customer with the progress of the Service Request via phone or email at mutually agreed intervals; and

- > Advise the Customer when the Service Request has been fulfilled via phone or email.

ESCALATION FOR INCIDENTS OR SERVICE REQUESTS

2.22   In the event:

- > Customer's expectations have not been met;

- > Customer is of the opinion that progress on an Incident or Service Request is unsatisfactory; or

- > Incident or Service Request has not been resolved within SLA,

   The Customer may escalate in accordance with the support escalation matrix which is made available on delivery of service or from Vocus upon request.

POST INCIDENT REPORTS

2.23   Upon request by a Customer, for Priority 1 Incidents, Vocus will use its reasonable endeavours to provide a draft post incident report within 48 hours from the time the service was restored. A full report will be provided within 5 Business Days thereafter. The post incident report will detail:

- > Details of the incident including impact to service(s)

- > Timeline of activities

- > Fix or work-around

- > The root cause

- > Mitigation strategies

The remainder of this page is intentionally kept blank

3. SERVICE AVAILABILITY AND REBATES

SERVICE AVAILABILITY

3.1   Vocus' technology platforms for delivering the Services are constructed using industry leading vendor equipment. The Targets for the relevant Services are described in the service tables located in section 5 of this document.

REBATES

3.2   The Customer is entitled to a Rebate as set out in section 5 of this SLA for the relevant Service where:

> Vocus has failed to meet a Service Availability Target or Response Time Target against which a Rebate is applicable as stipulated in the service tables located in section 5 of this document; and

> Customer has made a claim for the Rebate in accordance with section 3.3 within 5 Business Days of the end of the month in which the Incident was restored.

3.3   In order to lodge a claim for a Rebate the Customer must make a written request containing reasonable details as required by Vocus, and if applicable in the form provided by Vocus which may be updated from time to time. Claims for Rebate must be submitted via email to customercare@vocus.com.au.

3.4   Once a claim is received, Vocus will review and calculate the Rebate (if applicable) and credit it to the Customer's account by deducting the Rebate from the Monthly Service Fee payable in the following month. A Rebate is not redeemable for cash.

3.5   Vocus is not required to provide Service Availability during, and the Customer is not entitled to any Rebate for, any failure or failures by Vocus to meet any Target that results from any of the following occurrences:

> an Excluded Event;

> Scheduled Maintenance;

> Customer Equipment or an Incident on the Customer's side of the Service Delivery Point;

> Customers removal of any Vocus Equipment;

> any failure to immediately report the Incident to Vocus;

> the improper use, alteration, or damage of the Service by Customer;

> Service suspension in accordance with the relevant Service Order (if applicable);

> modifications to the Service made by Customer or any party instructed or contracted by Customer and not provided or approved in writing by Vocus;

> unavailability due to the service being ordered or provided as an Unprotected Service;

> with respect to Colocation services, unavailability due to Customer Equipment only utilising a single power feed (i.e. not both A and B).

4. SCHEDULED MAINTENANCE

4.1 It is necessary from time to time to perform Scheduled Maintenance to maintain Vocus Infrastructure. Vocus will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.

4.2 Vocus will provide the Customer with notice via email to the technical contact listed on the Service Order prior to the Scheduled Maintenance, with the exception of Colocation Services or Scheduled Maintenance performed by Third Parties, as follows:

TYPE	EXPECTED IMPACT	NOTICE PERIOD
Hazard	Work undertaken on Vocus Infrastructure which may impact Customer's Service if the work does not go as planned	5 Business Days
Service Impacting	Customer's Service will remain operational although impacted in some way, such as a one second switch hit or increased latency due to an alternate traffic path being used	5 Business Days
Outage	Customer's Service will be unavailable for the period of time mentioned in the notice	10 Business Days
Emergency*	As per Hazard, Service Impacting or Outage	As soon as reasonably practicable with a goal of 8 hours minimum notice

*Emergency means a planned activity that Vocus deems necessary to be performed at short notice in order to: (a) correct any issue on a business critical system or service, or (b) protect the business or organization

TABLE 3: SCHEDULED MAINTENANCE

4.3 In the case of Colocation Services or Scheduled Maintenance performed by Third Parties, Vocus will provide the Customer with as much prior notice as is reasonably possible in the circumstances.

The remainder of this page is intentionally kept blank

5. SERVICE TABLES

5.1 Vocus will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables.

5.2 The Vocus Target Restoration Time commences at the time the Incident or Service Request is first recorded with the Vocus Support Centre and ends on resolution of the Incident or fulfilment of the Service Request.

5.3 For Data Services, the Service Levels are dependent on whether the Service has been delivered on Vocus fibre or other access types. For services that are not delivered on Vocus fibre, there are three SLA types available depending on whether Data Services have been delivered on Enhanced Access, Standard Access or Basic Access.

SERVICE DELIVERY

5.4 When Vocus receives a signed Service Order and all necessary information from the Customer, Vocus will commission the Service within the applicable timeframe for the particular Customer Site.

5.5 The service delivery timeframes set out in the service tables below are approximates only. The actual service delivery timeframe may be longer depending on the nature of the work required to be completed and a more precise estimate of the actual service delivery timeframe will be available once a Service Order has been received and assessed by Vocus. Unless expressed to the contrary in a Service Order, no remedies (including Rebates) are available for a failure to meet service delivery timeframe as specified in this SLA.

REGIONAL, REMOTE AND INTERNATIONAL LOCATIONS

5.6 With respect to Data Services and Vocus Dark Fibre Services in Australia, the Target Restoration Time set out in the service tables below applies where the Data Service is delivered in a Metro Area. Where the Services are delivered in Regional Areas or Remote Areas, the Target Restoration Time is altered as follows:

AREA	ADDITIONAL TARGET RESTORATION TIME
Regional Area	24 hours
Remote Area (excluding Christmas Island)	48 hours
Christmas Island	As per Data Services outside Australia (clause 5.8)

5.7 With respect to Data Services delivered to locations outside Australia and New Zealand, the Target Restoration Time, set out in the services tables below, applies where:

> the Service is delivered to a Vocus International PoP, provided no third party services are utilised to provide data transmission between the Customer's location and the Vocus Equipment in the Vocus International PoP; and

> the fault does not occur between the cable landing stations of a network segment that is partially or wholly submerged in a sea or ocean beyond the mainland of Australia or New Zealand.

5.8 Where a fault occurs between the cable landing stations of a network segment that is partially or wholly

submerged in a sea or ocean beyond the mainland of Australia or New Zealand, the Target Restoration Time is altered as follows:

AREA	ADDITIONAL TARGET RESTORATION TIME
Undersea cable segments (between the beach manholes)	30 days (subject to availability of repair vessel)
Terrestrial cable segments (between the cable landing station and the beach manhole) in Indonesia	30 days
Terrestrial cable segments (between the cable landing station and the beach manhole) excluding Indonesia	7 days

5.9   The Additional Target Restoration Time is time in addition to the Target Restoration Time defined in the Service Tables section below.

5.10   The Service Levels for Data Services delivered to other international locations are available upon request and where available.

SERVICE TABLES

DATA SERVICES OVER VOCUS FIBRE /PLATINUM

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability (excluding Unprotected Services)	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.7%	5%
			< 99.7% - 99.5%	10%
			< 99.5%	20%
Service Availability Target for Unprotected Services	-	24x7x365	≥ 99.9%^	-
	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
Service Request Response Time[+]	P5	24x7x365	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time[+]	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-

	P7	BH	5 Business Days	-
Service Delivery	On-Net 20	BH	30 Business Days	-
	On-Net 40	BH	50 Business Days	-
	Off-Net	BH	50 - 70 Business Days	-

TABLE 4: DATA SERVICES OVER VOCUS FIBRE

[+] Vocus reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.
* With respect to an Unprotected Service, the Target Restoration Time is based on the location of the fault, not the location to which the Service is delivered. For example, if a fault occurred 200km away from the nearest end-point location and that end-point location was in a Metro Area, the Target Restoration Time would be based on that of a Regional Area as 200km would place the fault in a Regional Area.
^ 99.5% service availability target for Indonesian terrestrial network.

DATA SERVICES OVER ENHANCED ACCESS

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.9%	-
			< 99.9% - ≥99.7%	5%
			< 99.7% - 99.5%	10%
			< 99.5%	20%
	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
	P1	24x7x365	8 hours	-
	P2	24x7x365	12 hours	-
	P3	BH	48 hours	-
	P4	BH	48 hours	-
Service Request Response Time[+]	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time[+]	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Off-Net	BH	70 Business Days	-

TABLE 5: DATA SERVICES OVER ENHANCED ACCESS

[+] Vocus reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

DATA SERVICES OVER STANDARD ACCESS

(Includes Vocus Ethernet over Copper)

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.5%	-
			< 99.5% - ≥98%	5%
			< 98% - 95%	10%
			< 95%	20%
	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
	P1	24x7x365	12 hours	-
	P2	24x7x365	24 hours	-
	P3	BH	n/a	-
	P4	BH	n/a	-
Service Request Response Time [+]	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time [+]	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net EoC	BH	30 Business Days	-
	Off-Net	BH	50 Business Days	-

TABLE 6: DATA SERVICES OVER STANDARD ACCESS

[+] Vocus reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

The remainder of this page is intentionally kept blank

DATA SERVICES OVER BASIC ACCESS

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	n/a	-
	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
	P1	24x7x365	n/a	-
	P2	24x7x365	n/a	-
	P3	BH	n/a	-
	P4	BH	n/a	-
Service Request Response Time [+]	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time [+]	P5	BH	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Off-Net	BH	50 – 70 Business Days	

TABLE 7: DATA SERVICES OVER BASIC ACCESS

[+] Vocus reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

DATA SERVICES OVER BUSINESS SATELLITE ACCESS

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability		Quarterly	99.7%	-
	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hrs	-
	P4	BH	12 hrs	-
Target Restoration Time – **Gold Tier^** (attendance at customer's site is not required)	P1	BH	5 Business Days	-
	P2	BH	10 Business Days	-
	P3	BH	15 Business Days	-
	P4	BH	15 Business Days	-
Target Restoration Time – **Silver Tier^**	P1	BH	10 Business Days	-
	P2	BH	30 Business Days	-
	P3	BH	30 Business Days	-

(attendance at customer's site is not	P4	BH	40 Business Days	-
Target Restoration Time – **Bronze Tier^**	P1	BH	14 Business Days	-
	P2	BH	30 Business Days	-
(attendance at customer's site is not required)	P3	BH	30 Business Days	-
	P4	BH	40 Business Days	-
Service Request Response Time+	P5	BH	2 Hrs	-
	P6	BH	4 Hrs	-
	P7	BH	24 Hrs	-
Service Request Fulfilment Time+	P5	BH	30 Business Days	-
	P6	BH	30 Business Days	-
	P7	BH	30 Business Days	-
Site Attendance (if required)	Urban Area		5 Business Days	-
	Major/Minor Rural Area		5 Business Days	-
	Remote Area		10 Business Days	-
	Isolated Area		As quoted	-
	Limited Access Area		As quoted	-
Service Delivery*	Urban Area		17 Business Days	-
	Major/Minor Rural Area		17 Business Days	-
	Remote Area		17 Business Days	-
	Isolated Area		22 Business Days	-
	Limited Access Area		As quoted	-

TABLE 8: DATA SERVICES OVER BUSINESS SATELLITE

+ Vocus reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

* The Operational Target for Activation Operational Target from the time of completion of Standard Installation is 1 Business Day except for Limited Access Area where 'As quoted' applies.

^ Vocus, at its discretion and subject to viability, may provide a short-term alternative or interim service, or a workaround, that restores the affected service to its functionality before the Incident.

The remainder of this page is intentionally kept blank

DATA SERVICES OVER REDUNDANT ACCESS

(Applies solely to the Secure Internet Gateway Product)

The following table indicates availability of the Redundant Access SLA. For the Redundant Access SLA to be applicable the service must be provisioned with a Primary and Secondary Access combination marked as 'Available' from the table below.

		Primary Access				
		Satellite Access	Basic Access	Standard Access	Enhanced Access	Vocus Fibre / Platinum Access
Secondary Access	None	NA	NA	NA	NA	NA
	Satellite Access	NA	NA	NA	NA	NA
	Basic Access	NA	NA	NA	NA	NA
	Standard Access	NA	NA	NA	NA	NA
	Enhanced Access	NA	NA	NA	Available[1]	Available[1]
	Vocus Fibre / Platinum Access	NA	NA	NA	Available[1]	Available[1]

TABLE 9: REDUNDANT ACCESS AVAILABILITY

[1] Where the primary or secondary access is provided by a third party to Vocus, each access must be from a different third party for the Redundant SLA to apply.

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.98%	-
			< 99.98% - ≥99.95%	5%
			< 99.95% - 99.7%	10%
			< 99.7%	20%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
	P5	BH	2 hours	-

Service Request Response Time[+]	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time[+]	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Off-Net	BH	70 Business Days	-

TABLE 9: DATA SERVICES OVER REDUNDANT ACCESS

[+] Vocus reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED ROUTER (PART OF MANAGED IP WAN)

In the event of a Hardware failure, Vocus will respond according to the following table:

CATEGORY	SLA **	PERIOD	TARGET	NOTES
IP WAN – Managed Router	24x7x4	24 hours x 7 days	4 hours	Vocus will arrange as appropriate either on-site attendance* by an engineer or remote access to diagnose and rectify the Incident within applicable SLA
	8x5xNBD	Business Days	24 hours	
	Reasonable endeavours	N/A	NA	

TABLE 10: MANAGED ROUTER

* For rural and remote Customer Sites reasonable travel time will be added to the Response Time or delivery of a replacement router by courier service may be provided.
** Defined by geographic location as specified in Service Order.

VOCUS DARK FIBRE SERVICES

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.5%	10%
			< 99.5% - ≥98%	20%
			<98%	40%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	4 hrs	-
	P2	24x7x365	8 hrs	-
	P3	BH	1 Business Day	-

Public

	P4	BH	2 Business Days	-
Service Request Response Time	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time	P5	BH	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net 20	BH	30 Business Days	-
	On-Net 40	BH	50 Business Days	-
	Off-Net	BH	50 – 70 Business Days	-

TABLE 11: DARK FIBRE SERVICES

UNIFIED COMMS

(Including Voice Services)

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability: Voice Services except Call Recording, Audio and Video Conferencing.	-	24x7x365	≥ 99.9% <99.9%	- 10%**
Service Availability: Call Recording, Dubber Call Recording Service, Audio and Video Conferencing		24x7x365	≥ 99% <99%	- 10%**
OTT Services	-	-	Reasonable Endeavours	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time^	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	3 Business Days	-
	P4	BH	Reasonable endeavours	-
Service Request Response Time+	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time^+	P5	BH	12 hours	-
	P6	BH	48 hours	-
	P7	BH	5 Business Days	-

Service Delivery	Where the service is within a serviceable area and Vocus has a reservation of geographic numbers for the area	BH	10 Business Days* + Applicable Data Service delivery timeframe	
	Where Vocus does not have a reservation of geographic numbers for that area	BH	25 Business Days* Applicable Data Service delivery timeframe	
Service Delivery National Inbound Services	Simple Services	BH	5 Business Days*	
	Complex Services	BH	10 Business Days*	
Hardware Failure	All	BH	5 Business Days	-

TABLE 12: VOICE SERVICES

** For the relevant Customer Site and excludes Rebate on hardware charges. Calculated as a percentage % of previous month's monthly recurring charge for the service. The rebate does not include actual call charges.
* The time required for number porting is excluded. Longer Service delivery time is applicable for services with complex configuration or with more than 500 channels/users. Voice service delivery timeframes are also impacted by Data Service delivery timeframes (Please refer to applicable Data Services SLAs)
^ Excluding Hardware Failure and Incidents or Service Requests in respect of Smart UC, Virtual Connect, UC-one software & International call termination.
+ Vocus reserves the right to charge additional fees for service requests in accordance with the service schedule.

UC & COLLABORATION – ISDN & PSTN LINES (FIXED LINE VOICE)CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	-	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	-	-
	P2	24x7x365	-	-
	P3	BH	-	-
	P4	BH	-	-
Service Request Response Time+	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time+	P5	BH	12 hours	-
	P6	BH	48 hours	-
	P7	BH	5 Business Days	-
Service Delivery	PSTN/ISDN2	BH	5 - 15 Business Days	-
	ISDN 10/20/30	BH	15 - 40 Business Days	-

CLOUD SERVICES

Customers leveraging cloud services from **Piera**, **M2** and **AMCOM** may have an alternate subset of SLAs. The below may not be applicable, please check your contract / service order.

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.9%	-
			< 99.9%	10.00%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	1 hour	-
	P3	BH	4 hours	-
	P4	BH	24 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
Service Request Response Time+	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time+	P5	BH	12 hours	-
	P6	BH	48 hours	-
	P7	BH	5 Business Days	-
Service Delivery			Dependent on the product or solution. Vocus will notify in each case.	

TABLE 14: CLOUD SERVICES

+ Vocus reserves the right to charge additional fees for service requests in accordance with the service schedule.
* The service delivery target for Cloud Services applies only to the setup of base Cloud environment, and does not include custom configuration, data, system or VM migration work.

The remainder of this page is intentionally kept blank

COLOCATION

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
• Colocation	-	24x7x365	≥ 99.95%	-
			< 99.95%	* see below
Incident Response Time	P1	24x7x365	1 hour	-
	P2	24x7x365	2 hours	-
	P3	BH	8 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	8 hrs	-
	P2	24x7x365	16 hrs	-
	P3	BH	1 Business Day	-
	P4	BH	2 Business Days	-
Service Request Response Time	P5	BH	8 hours	-
	P6	BH	16 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time	P5	BH	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Vocus DC	BH	10 Business Days	-
	Third party DC	BH	40 Business Days	-

TABLE 15: COLOCATION

* Rebate Calculation is according to the formula below:

$$\text{Rebate calculation} = \frac{\text{Minutes of downtime in month}}{\text{Total minutes in the month}} \times \text{Rack Service Fee for the month}$$

Service Level Targets run concurrently. Downtime is calculated starting at the time of the first Service Level Target Failure and continues until all three Service Level Targets are restored

The remainder of this page is intentionally kept blank

THIRD PARTY DATA CENTRE SERVICES

This section includes applicable Service levels for Services hosted out of Equinix (IBX Centre) Data Centre facilities.

EQUINIX (IBX CENTRE) COLOCATION SERVICES

Maintenance Type	Notification Objective
Scheduled Maintenance	at least 30 days in advance
Urgent or Emergency Maintenance	at least 3 days in advance
Remedial Maintenance	0 and up to 3 **days** in advance

a. **Incident Management. Equinix** will maintain sufficient capability, systems, and processes to promptly respond to and address incidents within the IBX Centre that affect, or have the potential to affect, the Colocation Space and Services or the operation of the IBX Centre. Equinix monitors the critical equipment providing the Services and alerts staff to investigate and take appropriate and timely corrective action for power, environmental, security, fire suppression, and life safety incidents. If Vocus or Equinix becomes aware of an incident that affects the Colocation Space and Services, Vocus or Equinix or will inform Customer and advise Customer of the nature of the incident within thirty (30) minutes of discovery, or as soon as is practicable given the circumstances. Customer may monitor the progress of the incident via the Customer Portal.

Availability and Credit Remedies

b. **Electrical Power**

Service Level Name	Redundant Power Service Level	Non-Redundant Power Service Level
Availability	99.999%+	99.99%+
Service Level Threshold	This service level is met by achieving less than twenty- six (26) seconds of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	A redundant power service is considered Unavailable when a functioning cabinet that includes Customer provided automatic failover capability is powered by two (2) Power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences an interruption in electrical power.	A non-redundant power service is considered Unavailable when a functioning cabinet is powered by one (1) power circuit, and the power circuit experiences an interruption in electrical power such that the cabinet experiences an interruption in electrical power.
Credits	Subject to point 1 (General) below, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1130th of the number of affected cabinets multiplied by the average power MRC per cabinet (i.e. total power MRC divided by the total number of cabinets) in the Colocation Space within which the Unavailability occurred **("Loaded Cabinet MRC").** Further, Customer will be entitled to an additional credit equal to 1130th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

Climate Control

Service Level Name	Temperature Service Level	Humidity Service Level
Availability	99.99%+	99.99%+
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per cabinet.
Unavailability	Temperature is considered Unavailable when the temperature drops below 18°C (64.4°F) or exceeds 27°C (80.6°F). Equinix measures temperature between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.	Humidity is considered Unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). Equinix measures humidity between three (3) and five (5) feet from the floor and no closer than twelve (12) inches from the cool air intake side of a cabinet.
Credits	Subject to Point 1(General) below, if Unavailability exceeds the applicable Service Level Threshold, Customer will be entitled to a credit equal to 1130th of the Loaded Cabinet MRC. Further, Customer will be entitled to an additional Service credit equal to 1130th of Loaded Cabinet MRC for the affected cabinet(s) for every full hour of Unavailability beyond the applicable Service Level Threshold.	

Cross Connects

Service Level Name	Cross Connect Availability Service Level	Cross Connect Provisioning Service Level	
Availability	99.99%+	Not applicable	
Service Level Threshold	This service level is met by achieving less than four (4) minutes of Unavailability over a calendar month per Cross Connect.	Upon Equinix acceptance of a valid Customer request, Equinix will install into Customer's existing Colocation Space up to three (3) Cross Connects per day, per IBX Centre as follows:	
		IBX Type IBX Plus IBX Premium	Installation within: 3 business days 24 hours
Unavailability	A Cross Connect is considered Unavailable when the passive physical media that Equinix uses for the Cross Connect fails and the endpoints are unable to maintain a communication connection due to the failure of the physical media.	Not applicable	
Credits	Subject to point 1(General) below, if Unavailability exceeds the Service Level Threshold, Customer will be entitled to a credit equal to the MRC for the affected Cross Connect.	Subject to point 1(General) below, if Equinix does not provision Cross Connect(s) in accordance with the Service Level Threshold, Customer will be entitled to a credit equal to 100% of the NRC of the affected Cross Connect. **Note:** The Cross Connect Provisioning Service Level only applies to IBX Centre's listed here: htlp://www.eguinix..com/resources/prog_1aJ cl-	

1. **General**

Notwithstanding anything to the contrary in this SLA or the Agreement, the terms of this point 1 apply to all Colocation Space and Services. The credits set forth in this attachment are Customer's sole and exclusive remedy if Equinix fails to meet the service level thresholds stated herein. In any calendar month the maximum credit to which Customer shall be entitled will not exceed the MRC for such Colocation Space or Service. All periods of Unavailability must be verified by Equinix, and approved credits will be applied by Equinix to the invoice for the month following the month in which the credit was approved. The period of Unavailability will be measured from the earlier of: (i) the time Equinix becomes aware of the incident as evidenced by Equinix's system logs or data, monitoring systems or applicable incident report; or
(ii) Customer's notification to Equinix of the incident (i.e., Customer opens a trouble ticket) provided that Equinix can confirm the incident began when Customer claims it did; and ends when the Unavailability has been remedied, as confirmed by Equinix (i.e., closing of the trouble ticket).

Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (i) Force Majeure Events; (ii) scheduled maintenance; (iii) Customer's Equipment; or (iv) actions or inactions of Customer or its representatives. In order to be eligible for a credit, Customer must report the Unavailability to Equinix within seven (7) days of the incident. In order to receive a credit from Equinix, Customer must request the credit by notifying the applicable Equinix country contact in writing within fifteen (15) days of the last day of the month in which the Unavailability is remedied (i.e. the trouble ticket is closed).

For questions or support, please work with your authorized Equinix Sales Representative or the Equinix Service Desk in your region.

EQUINIX CLOUD EXCHANGE FABRIC

The service credits listed in the tables below are the sole and exclusive remedy for any failure of the ECX Fabric Platform. For the purpose of this SLA and subject to the last paragraph of this section, "Unavailability" is defined as for specified below with regard to each SLA credit Table. The period of   starts when Equinix receives Customer notification of the incident and ends when it becomes available again as confirmed by Equinix.

A.   **Availability**: "Unavailability" is defined as the duration of time in which any ECX Fabric Port or ECX Fabric Connection prevents delivery of Customer's traffic.

Table 1 Redundant ECX Configuration		
Monthly Availability	**Consecutive Minutes of Unavailability**	**MRC Credit for each affected ECX Fabric Port or ECX Fabric Connection**
99.999% –	26 seconds to < 4 minutes	2%
% -	4 minutes to < 44 minutes	5%
99.9%–99%	44 minutes to < 7 hours	10%
99%–98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%
<97%	> 21.6 hours	100%

Table 2 Non-Redundant ECX Configuration		
Monthly Availability	**Consecutive Minutes of Unavailability**	**MRC Credit for each affected ECX Fabric Port or ECX Fabric Connection**
99.9%–99%	44 minutes to < 7 hours	10%
99%–98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%

	> 21.6 hours	100%
<97%		

B. **Installation**: Upon Equinix acceptance of a signed Order, Equinix will install ECX Ports as follows:

Table 3 ECX Port Provisioning		
Number of ECX Fabric Ports Provisioned	**Provisioning Interval**	**Credit for each affected ECX Fabric Port if Provisioning Interval missed**
Up to one ECX Port per day*	Ten (10) business days	100% NRC

*If an ECX Fabric Port is ordered in conjunction with Licensed Space, the Provisioning Interval will be in addition to the buildout of the Licensed Space.

C. **Network Performance**

Table 4 (below) sets forth the "Not-To-Exceed (NTE)" values for Network performance parameters on the ECX Fabric Platform.

Table 4 Network Performance Parameters and Measurements			
REGION	**Round trip Latency (NTE ms)**	**Packet Loss (NTE %)**	**Jitter (NTE)**
Within N. America Network	110ms	Average Monthly Loss 0.1%	Average Jitter per 500ps
Within Europe Network	85ms		
Within Asia Network	75 ms		
Trans- Atlantic *(N. America-East – Europe)*	100ms		
Trans- Pacific *(N. America-West – NE Asia)*	195ms		
N. America – *(N. America-East – Brazil)*	90ms		
EU-Asia *(Europe – SE Asia)*	180ms		

Table 5 (below) sets forth the credit that Customer will be eligible to receive for Equinix's failure to meet the Network Performance Parameters in Table 4, however, such credits will only be available if Customer opens a trouble ticket for the network performance related service issues within 7days after the NTE values failure occurred.

Table 5 Network Performance Parameters service credits		
Network Performance Parameters	Consecutive duration beyond NTE measurements	Total Credit for one or more affected network performance parameters
Roundtrip Latency, Packet Loss and Jitter	7 hours to < 24 hours	10% MRC
	> 24hours	25% MRC

In any calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month's MRC (or of prorated amount if applicable) for each ECX Fabric Port or ECX Fabric Connection that experienced the Unavailability. Only one category of credit is permitted for any single incident, and if multiple parameters are impacted, only Section A (Availability) credits will be awarded. Unless otherwise specified, Customer must request a credit within thirty (30) days of the date of its occurrence by be applied by Equinix contacting the Equinix Service Desk so Equinix may investigate and isolate the cause of Unavailability. All periods of Unavailability must be verified by Equinix. Approved credits will to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, the SLA will not apply and Equinix will have no liability if the Unavailability: (a) is caused by circumstances beyond Equinix's reasonable control; (b) is caused by Customer's act or omission, or in the case of a ECX Connection, the act or omission of the customer or partner to whom the Customer connects; or (c) occurs during a scheduled maintenance window. Equinix will use reasonable efforts to notify Customer at least fourteen (14) days prior to any regularly scheduled maintenance and as soon as practicable before any emergency maintenance. Equinix will use commercially reasonable efforts to minimize disruption to Customer's Services when performing scheduled maintenance.

D.   ECX Performance

Equinix does not and cannot control the flow of traffic beyond the ECX Fabric Port or ENNI. Such flow depends in large part on the availability and performance of network services provided or controlled by other customers. Such customers' actions or inactions may cause some or all ECX Connections to be impaired or disrupted, and while Equinix will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Equinix cannot guarantee that they will not occur. Accordingly, Equinix disclaims any and all liability resulting from or related to such events. Additionally, to optimize ECX performance, Equinix may monitor and test traffic header data for network management purposes.

The remainder of this page is intentionally kept blank

DDOS PROTECTION SERVICES – DDOS PROTECT & DDOS DETECT

The DDoS Protection Service is comprised of DDoS Detect and DDoS Protect products.

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability*	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.5%	10%
			< 99.5% - ≥99.0%	20%
			< 99.0% - ≥98.0%	50%
			< 98%	100%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	N/A		-
	P3	N/A		-
	P4	N/A		-
Target Restoration Time (The target for initiating manual DDoS mitigation by Vocus at the request of the Customer)	P1	24x7x365	1 hour	-
	P2	N/A		-
	P3	N/A		-
	P4	N/A		-

TABLE 16: DDOS PROTECTION SERVICES

*The period of unavailability is the total period in a month where the respective IP Transit Service that is protected by DDoS Protect is wholly or substantially unavailable to the extent that it is unable to be used as intended and, in Vocus' opinion, the unavailability is due to the effect of a volumetric DDoS attack.

In addition to section 3.5, a rebate is not available in relation to DDoS protection services in the following circumstances:

> The Customer has purchased DDoS Detect and has not purchased DDoS Protect;

> Any availability due to the reasonable time taken for the Vocus DDoS detection system to identify the DDoS attack and commence mitigation;

> The Customer is unable to access the Vocus DDoS on-line portal;

> The Customer has not lodged an Incident with Vocus in accordance with section 2 of this document;

> The traffic affecting the Customer's Service is not considered by Vocus to be volumetric DDoS traffic; or

> The traffic affecting the Customer's Service is not identified as DDoS traffic by the Vocus DDoS detection or mitigation infrastructure due to the specific nature of the traffic involved (e.g. a specific attack is not normally identified by the Vocus DDoS infrastructure).

Any rebate for unavailability of the IP Transit Service due to DDoS attack is in addition to any service level rebates claimed for Incidents in relation to the IP Transit Service and only applies to the Monthly Recurring Fees associated with DDoS Detect and DDoS Protect and is limited to 100% of these fees.

The remainder of this page is intentionally kept blank

AGILE NETWORKING – MANAGED SD WAN, MANAGED ROUTER AND MANAGED FIREWALL

CATEGORY	SLA	Region	Period	Response Target	Resolution Target **	Notes
HUB SITE, SPOKE SITE or VIRTUAL SITE (SPOKE) *	P1		24x7	30 min	2 hrs for logical fixes, otherwise per Data Services SLA	site or system down, security incident or critical change
Incident Response – remote restoration	P2		24x7	30 min	same Business Day if logical, otherwise per Data Services SLA	degraded site or link down, priority change
	P3		n/a	n/a	n/a	n/a
	P4		n/a	n/a	n/a	n/a
Service Request Response/Fulfilment Time	P5 ^		24x7	4 hrs	Next Business Day	network change / logical change
	P6		n/a	n/a	n/a	n/a
	P7		24x7	Next Business Day	Within 5 days	information, reporting, non-service affecting issue
Hardware Failure requiring replacement	P1	M1	24x7	30 min	4 hrs	
	P1	R1	24x7	30 min	12 hrs	
	P1	R2	24x7	30 min	Next Business Day	
	P1	R3	24x7	30 min	2 Business Days	

* Only applies to Virtual Agile Edge device hosted in Vocus Cloud (i.e. Vocus IaaS). Where Virtual Agie Edge device is hosted in 3rd party Cloud / hosted virtual site, no SLA applies.

** SLA resolution times exclude Vocus network and link faults or issues dependent on a 3rd party.

^ The Response/Resolution Target applies where the Incident Response or Service Request is reported to the Vocus Support Centre by telephone (1800 262 663) to ensure prompt attention and support.

BUSINESS CONTINUITY

CATEGORY	PERIOD	TARGET	REBATE**
Response time*	24x7x365	< 4 hours	-
		4 hours< 5 hours	2.5%
		5 hours< 6 hours	5%
		6 hours< 7 hours	10%
		7 hours< 8 hours	15%
		> 8 hours	20%
Service Delivery	BH	10 Business Days	-

TABLE 17: BUSINESS CONTINUITY

* Response time commences upon receipt by Vocus of disaster notification in accordance with the procedure provided in the relevant customer handbook.

**In addition to section 3.5, the Customer will not be entitled to claim a Rebate to the extent the failure to meet the Response Time is caused directly or indirectly by:

> the Customer's failure to issue to Vocus a disaster notification in accordance with the procedure provided in the relevant customer handbook; or any failure by the Customer to continue its business at the business recovery centre as a result of the Customer's failure to comply with its obligations under the relevant Service Order.

MANAGED SD-WAN (LEGACY VERSION)*

CATEGORY	SLA	PERIOD	TARGET	NOTES
Hardware Failure	24x7x4	24 hours x 7 days	4 hours	Vocus will arrange as appropriate either on-site replacement* by an engineer o delivery of replacement device to rectify the Incident within applicable SLA
	8x5xNBD	Business Days	24 hours	
	Reasonable endeavours	N/A	NA	
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	1 hour	-
	P3	BH	4 hours	-
	P4	BH	24 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
Service Request Response Time	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time	P5	BH	12 hours	-
	P6	BH	48 hours	-
	P7	BH	5 Business Days	-

TABLE 18: *MANAGED SD-WAN (SD WAN SOLUTIONS DEPLOYED BEFORE THE LAUNCH OF AGILE NETWORKING**)**

* For rural and remote Customer Sites reasonable travel time will be added to the Response Time or delivery of a replacement device by courier service may be provided.
** Defined by geographic location as specified in Service Order.

Please note that in the event that the incident relates to an issue with an Access Circuit provided by a third party the Vocus SLA does not apply.

The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Vocus are within the Service before reporting the fault.

Vocus may charge for Service Requests in accordance with the Service Schedule and its then current Professional Services Rate Card.

Notes:

- Vocus reserves the right to charge additional fees for service requests in accordance with the relevant applicable Vocus Service Schedule.
- Service Request Response time commences upon receipt by Vocus of an inbound Customer call.
- N/A = means support may only be available on a best efforts basis only Best Effort.best efforts only.

The remainder of this page is intentionally kept blank

STARLINK - SATELLITE SERVICES

Support Package

At present Vocus offer the following support package. The expected resolution time may be longer if you do not have someone onsite to assist Vocus support teams (who will be supporting you remotely) with basic troubleshooting steps.

Vocus' service support is based on the published Starlink service availability of greater than or equal to 99% of a 24 hour day / 365 days a year.

Inclusions:

- Dedicated Account Management
- 24/7 onshore support contact and ticket management
- One (1) change per month included – related to service relocations only
- Remote Portal support via Helpdesk – Business Hours (BH) only

SLA Targets

SLA Category	PRIORITY	AVAILABILITY*	TARGET
Incident Response Time – Helpdesk contact support	P1	24x7x365	15 min
	P2	24x7x365	30 min
	P3	BH	4 hours
	P4	BH	12 hours
Target Restoration Time	P1	BH	N/A
	P2	BH	N/A
	P3	BH	N/A
	P4	BH	N/A
Service Request Response Time*	P5	BH	2 hours
	P6	BH	4 hours
	P7	BH	24 hours
Service Request Fulfilment Time*	P5	BH	12 hours
	P6	BH	24 hours
	P7	BH	5 Business Days
Service Delivery – process order and delivery	-	BH	30 Days
* Vocus' service proposition is based on the published Starlink service availability of greater than or equal to 99% of a 24 hour day / 365 days a year.			

TABLE 19 STARLINK - SATELLITE SERVICES

6. DEFINITIONS

6.1   In this Service Level Agreement (**SLA**), the following terms have the meaning set out below:

> **Additional Target Restoration Time** has the meaning set out in clause 5.6 of this document.

> **Basic Access** means the level of service which applies where Data Services are provided in part by a service which is provided on the basis of mass market grade performance and a reasonable endeavour obligation to deliver.

> **BSS Network**, in respect to Business Satellite, means Business Satellite Service operated by nbn™ used to deliver Business Satellite services.

> **Business Continuity Services** has the meaning set out in the Business Continuity Service Schedule which is made available by Vocus to the Customer.

> **Business Day** means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.

> **Business Hours** (**BH**) means 0800hrs to 1700hrs on any Business Day in the region in which the Service is provided.

> **Cloud Services** which includes Compute, Storage, Backup, Firewall, Archive, Disaster Recovery and software as defined in the Cloud Service Schedule which is made available by Vocus to the Customer.

> **Colocation Services** has the meaning set out in the Colocation Service Schedule which is made available by Vocus to the Customer.

> **Complex Service Requests** means a request that involves specialised design activities to be undertaken to fulfil the request.

> **Customer** means the party with whom Vocus has entered into an agreement to supply Services.

> **Customer Equipment** means any hardware, software, equipment, systems and cabling provided by the Customer

> **Customer Site** means sites from which the Customer connects to the Services.

> **Dark Fibre Services** has the meaning set out in the Dark Fibre Service Schedule which is made available by Vocus to the Customer.

> **Data Services** includes:

- Ethernet (Point-to-Point, Point-to-Multipoint and Multipoint) and Vocus Cloud Connect as defined in the Ethernet Service Schedule,

- IP Transit and other Internet as defined in the Internet and IP Transit Service Schedule;

- IP WAN as defined in the IP WAN Service Schedule;

- UC Access as defined in the Unified Comms Service Schedule; and

- Wavelength Services as defined in the Wavelength Service Schedule,

  which are made available by Vocus to the Customer.

> **DDoS Protection Service** means the service provided by Vocus to protect the Customer from Distributed Denial of Service (DDoS) attack using traffic scrubbing, filtering, black holing or other actions.

> **Dubber Call Recording Service** means a cloud-based call recording service and associated tools provided by Dubber, allowing the Customer to record and store the incoming and outgoing voice calls over the Sip Trunk Service, IP Tel Service or Smart UC Service.

> **Equinix** means the owner and operator of Third Party (IBX) Data Centre facilities.

> **ECX** means Equinix Cloud Exchange.

> **ECX Fabric Connection** means a logical Ethernet connection between two or more ECX Fabric Ports on the ECX Fabric Platform.

> **ECX Fabric Platform** means Ethernet routing and switching infrastructure provided by Equinix.

> **ECX Fabric Ports** means Ports on the ECX Fabric Platform as specified in the applicable ECX Order.

> **ENNI** means External Network-to-Network Interface that provides the capability to exchange Ethernet frames.

> **Enhanced Access** means the level of service which applies where Data Services are provided in part by a service which is provided on the basis of high performance and assurance levels to deliver.

> **Excluded Event** means:

- a breach of the relevant Service Order by the Customer;
- a Force Majeure Event;
- any act or omissions of a third party which affects the provisions of the Services, including cable cuts caused by third parties, failure to provide goods and services or access to premises;
- a negligent, fraudulent or wilful act or omission of the Customer or its personnel; or
- a failure of any of the Customer's Equipment.

> **Force Majeure Event** means any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays the performance of, any of its obligations under the relevant Service Order including (without limitation):

- forces of nature, any act of God, fire, storm or explosion;
- any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
- any action or inaction by any organ of government or government agency;
- a change in any law including any new law; or
- a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or regular supplier),

to the extent that the act, event or cause is beyond the reasonable control of the affected party.

> **GPO** means the general post office in a city or town.

> **Hardware Failure** means an intrinsic fault with the Vocus Equipment rendering it incapable of performing its primary function or intended purpose.

> **Incident** means any issue that affects the normal operation of the Service.

> **Isolated Area**, in respect to Business Satellite, means any area within the footprint of the BSS Network 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.

> **Invoice Period** means the period for which advanced payment of the Monthly Service Fee is required as set out in the Service Order or such other period as notified by Vocus from time to time.

> **Limited Access Area**, in respect to Business Satellite, means any area within the footprint of the BSS Network 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.

> **Metro Area** means an area within Australia bounded by a radial distance up to and including 50km from the GPO in Adelaide, Brisbane, Canberra, Darwin, Hobart, Newcastle, Melbourne, Perth and Sydney or where no GPO is available, the town hall.

> **Monthly Service Fee** means the monthly recurring fees payable by the Customer specified in the Service Order.

> **Network Management System** means the platforms and systems used to monitor the Vocus Network and Customer infrastructure.

> **Off-Net** means a Customer Site where Vocus Infrastructure is not available or civil works are required where distances greater than 1km.

> **On-Net 20** means a Customer Site where Vocus Infrastructure is available or nearby and civil works are not required.

> **On-Net 40** means a Customer Site where Vocus Infrastructure is nearby and civil works are required.

> **On-Net EoC** means a Customer Site where Vocus Infrastructure is able to deliver Ethernet transmission service using bonded digital subscriber line technology.

> **OTT Services** means Over-The-Top services and refers to the connectivity architecture where SIP connection between the customer and Vocus is established over the internet and not via a private connection. To remove doubt OTT refers to all cases of connectivity over the internet irrespective customer's internet service provider.

> **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on Table 2 and Table 3.

> **Rebate** means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.

> **Regional Area** means an area within Australia with a distance of more than 50km and less than or equal to 500km from the GPO in the closest Metro Area.

> **Remote Area** means an area within Australia with a distance of more than 500km from the GPO in the closest Metro Area.

> **Response Time** means the time between an Incident or Service Request being recorded via phone or email and when an engineer has been assigned to work on the Incident or Service Request.

> **Restoration Time** means the time between an Incident or Service Request being reported by the affected customer to the Vocus Support Centre, and resolution of the Incident or fulfilment of the Service Request.

> **Scheduled Maintenance** means the planned periods when Vocus or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.

> **Scheduled Maintenance Window** means the period set out in relevant Service Order or, if not set out in the relevant Service Order, 12am - 6am in the time zone the work is being carried out in 7 days per week or at such other times as Vocus may advise the Customer.

> **Managed SD-WAN Service** means has the meaning set out in the MANAGED SD-WAN Service Schedule which is made available by Vocus to the Customer

> **Major Rural Area**, in respect to Business Satellite, means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.

- > **Minor Rural Area,** in respect to Business Satellite, means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.

- > **Remote Area,** in respect to Business Satellite, means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area and, if the Premises is located within the footprint of the BSS Network, an area which is also not an Isolated Area or Limited Access Area.

- > **Service** means the services described in section 1.1 with the options and features requested in the Service Order, and any related goods (including equipment) and ancillary services which Vocus supplies to the Customer in connection with that Service.

- > **Service Availability** means the percentage of time that the Service is available in a calendar month as a function of total time in the month less any Restoration Times.

- > **Service Delivery** means the process of setting up the service. The 'Target' service delivery timeframe is dependent upon many factors of which some are beyond Vocus' reasonable control including, but not limited to, potential issues related to access to properties, permits, availability from upstream suppliers, cooperation and assistance from Customers, heritage, geological and other planning issues.

- > **Service Delivery Point** means the sites specified in the Service Order where Vocus will install the Vocus Equipment.

- > **Service ID** means the reference identification number allocated by Vocus to the Customer's Service Order or Service (whichever is applicable).

- > **Service Level** means the measured and reported achievements attained by Vocus against one or more Targets.

- > **Service Management System** means the system Vocus uses to manage Incidents, Requests and Customer communications.

- > **Service Order** means the agreement for the provision of a Service by Vocus, signed on behalf of both parties.

- > **Service Request** means a request from the Customer for information, advice, add, move, change or access to an IT function.

- > **Standard Access** means the level of service which applies where Data Services are provided in part by a Third Party service which is provided on the basis of mid-level performance and assurance levels to deliver.

- > **Target** means the performance metrics (in the applicable table under the heading "Metric") outlined in section 5 of this SLA.

- > **Third Party** means a supplier that provides services utilised by Vocus to deliver Vocus services to the Customer.

- > **Third Party Data Centre Services** means either Colocation or other Services sold through a third party data centre.

- > **Unprotected Service** has the meaning set out in the applicable Ethernet service schedule and Wavelength service schedule. Where Unprotected is not defined in the product service schedule, those services are not considered Unprotected.

- > **Urban Area**, in respect to Business Satellite, means an urban centre with a population equal to or greater than 10,000 people.

- > **Vocus** means either Vocus Pty Ltd (ABN 78 127 842 853) or their related bodies corporate (as defined in the Corporations Act 2001 (Cth)), Vocus (New Zealand) Limited (NZCN 1371006) or their related companies (as defined in the Companies Act 1993) and their authorised subcontractors and agents.

- > **Vocus Equipment** means any items or equipment owned or used by Vocus in the provision of a Service that is:

- provided by Vocus to the Customer for use as part of or in connection with the Services; or

- to which Vocus permits the Customer to access as part of, or in connection with, any Services.

> **Vocus Infrastructure** means any items, equipment owned or used by Vocus including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by Vocus including, without limitation, Vocus Equipment.

> **VocusOne** means the interface that enables the Customer to create quotes and access information about a Service.

> **Vocus Support Centre** means the Vocus work group which provides support to Customers for the recording and management of Incidents and Service Requests.

> **Voice Services** includes SIP Trunk, IP Tel, Call Recording, Dubber Call Recording Service, Smart UC, Virtual Connect, UC-One, Audio and Video Conferencing, Carrier Voice Connect, Vocus Calling, National Inbound Service, SIP Voice Connect as defined in the applicable product Service Schedules which are made available by Vocus to the Customer.

The remainder of this page is intentionally kept blank