

Service Level Agreement.

This document describes the Service Levels which will apply to the provision of the Services to the Customer by 42-24 under the Master Services Terms.

Fault Reporting and Rectification

As soon as the Customer becomes aware of any fault in the Service, the Customer must report that fault to 42-24 by telephoning the number notified to the Customer by 42-24 from time to time.

The Customer must provide 42-24 with sufficient details to assist 42-24 correctly identify the affected Service and the nature of the fault.

42-24 will assess the fault reported by the Customer to determine the nature of the fault

Where 42-24 determines that there is a fault, 42-24 is responsible for correcting the fault in accordance with the Agreement.

42-24 is not responsible for or obliged to assist with any fault which is within the Customer Network or which relates to the Customer's applications and computing devices.

The Customer must provide all necessary assistance (including demonstrating or recreating the fault) to enable 42-24 to locate and rectify any fault regardless of whether that fault is the responsibility of 42-24.

42-24 reserves the right to determine whether a restoration has occurred.

42-24 will endeavour to keep the Customer informed of the status of the service request.

42-24 will keep a record of all reported faults and response and restoration times.

42-24 reserves the right to charge the Customer for any services that are out of scope of this service level agreement.

Support Period

Support period 24x7

Services that include a support period of 24x7 will be supported at all times 365 days of the year

Support Period Business hours

Services that include a support period of business hours will be supported between 9am and 5pm Monday to Friday not including National Public Holidays. Should a fault be reported outside of business hours for a service that include business hours support 42-24 reserve the right to delay restoration activity until the next business day.

Response and Restoration Time

42-24 will use reasonable endeavours to respond and restore faults within the target time. Response time will be measured from the time that the fault is reported to 42-24 by the Customer to when 42-24 initially responds to the fault report.

Restoration time will be measured from the time that the fault is notified to 42-24 by the Customer by phone to when the Services are restored for the Customer's use.

A fault will be deemed to be resolved and a Service restored where:

- the Customer's is advised by 42-24 that the fault has been resolved and the affected Service restored; or
- failing such notification, when the Customer confirms that the incident or fault is resolved.

Availability

Availability is the target percentage availability of the Service as specified in the service level by service in this document.

Calculation

Achievement of the availability Service Level will be measured in each relevant annual period during the Service Term (starting from the Service State Date) as follows:

Percentage availability = 100% - (Number of hours of Downtime in the relevant annual period / total number of Hours in the relevant annual period).

Where:

Downtime = Hours (or part thereof) where the Service is unavailable for use by the Customer in accordance with this Agreement due to a fault in the Service and does not include where the Service is unavailable due to:

- any agreed scheduled maintenance;
- a Force Majeure event;
- any faults caused by the Customer, the Customer Equipment or the Customer Network;
- faults caused by third parties other than the personnel or sub-contractors of 42-24;
- where 42-24 deactivates any Customer Equipment in accordance with **clause 6.4** of the Master Services Agreement; or
- where 42-24 exercises any right of suspension of a Service under **clause 13.6** of the Master Services Agreement.

Scheduled and emergency maintenance

Scheduled maintenance

All Service outages for scheduled maintenance will be notified to the Customer 10 Business Days in advance.

When providing notification of scheduled maintenance, 42-24 will also notify the Customer of the type of work to be undertaken, the individual Services to be affected and the extent of the maintenance period.

Emergency maintenance

42-24 may need to perform emergency maintenance work on the Service from time to time. Such emergency maintenance may cause Service outages for the Customer. 42-24 will provide the Customer as much prior notice of emergency maintenance as possible.

Where 42-24 is unable to provide the Customer with prior notice of the emergency maintenance, 42-24 will keep the Customer informed as to the expected extent of the maintenance period and the individual Services affected.

Service Levels by Service Type

Service Description	Support Period	Response time	Restoration Target	Availability	Service Credit if Availability target not met
42-24 Managed Ethernet	24x7	30 mins	4 hours	99.95%	5% of annual Fee
42-24 Internet	24x7	30 mins	Next Business Day	99.95%	N/A
42-24 Dark Fibre	24x7	30 mins	4 hours	99.50%	N/A
42-24 Cloud Connect	24x7	30 mins	4 hours	99.95%	N/A

Service Description	*Support Period - Incident Category 1	*Support Period - Incident Category 2-4	Target Service Availability	Service Credit if Availability target not met
42-24 Hosted FWaaS	24x7	Business Hours	99.95%	N/A
42-24 On Premises FWaaS	24x7	Business Hours	98%	N/A
42-24 Hosted IaaS	24x7	Business Hours	99%	N/A

*See Incident Matrix for explanation of Categories

Service Description	Support Period	Response time	Availability - 240V AC power available on at least one feed	Temperature 15 C to 32 C (target 23 C)	Humidity 20% to 80% non-condensing	Service Credit if Availability target not met
42-24 Data Centre Co-Location	24x7	30 mins	100%	100%	100%	N/A

Service Description	Support Period	Response Time	*Location of Premises	Restoration Target	Target Availability
42-24 nbn Ethernet	Business Hours	30 Minutes	Urban Area and other locations where End User Fault does not require external or internal plant work or nbn attendance at Premises	5pm next business day	N/A
			Major Rural Area or Minor Rural Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5pm second business day	N/A
			Remote Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5pm third business day	N/A
			Isolated Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5pm 10th business day	N/A
			Limited Access Area where End User Fault requires external or internal plant work or nbn attendance at Premises	N/A	N/A

*see nbn Area Categories for definitions of areas

Service Description	Support Period	*Restoration Target			Service Credit	
		Urban Area / Major Rural Area, Minor Rural Area and Remote Area where the Enhanced Fault does not require external or internal plant work or nbn attendance at Premises	Major Rural Area and Minor Rural Area where the Enhanced Fault requires external or internal plant work or nbn attendance at Premises	Remote Area where the Enhanced Fault enquires external or internal plant work or nbn attendance at Premises	Fault is restored less than 1 hour in excess of the applicable Service Level (ex GST)	Fault is restored 1 hour or more in excess of the applicable Service Level (ex GST)
Enhanced - 4	Business Hours	4 hours	18 hours	32 hours	\$40.00	\$115.00
Enhanced - 4 (24/7)	24x7	4 hours	18 hours	32 hours	\$75.00	\$150.00
Enhanced - 6	Business Hours	6 hours	20 hours	34 hours	\$32.50	\$107.50
Enhanced - 6 (24/7)	24x7	6 hours	20 hours	34 hours	\$65.00	\$140.00

Enhanced - 8	Business Hours	8 hours	22 hours	36 hours	\$25.00	\$100.00
Enhanced - 8 (24/7)	24x7	8 hours	22 hours	36 hours	\$55.00	\$130.00
Enhanced - 12	Business Hours	12 hours	26 hours	40 hours	\$15.00	\$90.00
Enhanced - 12 (24/7)	24x7	12 hours	26 hours	40 hours	\$ 40.00	\$115.00
Enhanced (90 Day) 12 24/7	24x7	12 hours	26 hours	40 hours	\$40.00	\$115.00

*see nbn Area Categories for definitions of areas

Service Description	Support Period	Restoration Target (Hours)				Service Credit	
		No plant work or site visit is required	Plant work or site visit is required			Enterprise Ethernet Fault Credit amount as a percentage of the relevant Monthly Recurring Charges	
Premium Assurance Service option		All areas	Metropolitan Area	Regional Centre, Major Rural Area and Minor Rural Area	Remote Area	Fault restored between 1 and 2 hours in excess of the Service Level	Enterprise Ethernet Fault restored 2 hours or more in excess of the Service Level
Premium - 4 (24/7)	24x7	4 hours	4 hours	18 hours	32 hours	20%	50%
Premium - 6 (24/7)	24x7	6 hours	6 hours	20 hours	34 hours	15%	25%
Premium - 8 (24/7)	24x7	8 hours	8 hours	22 hours	36 hours	10%	20%
Premium - 12 (24/7)	24x7	12 hours	12 hours	26 hours	40 hours	10%	20%

Incident Matrix

Where a service has Incident based service levels the following matrix is used to determine the category of the incident.

		Business Impact		
		High	Medium	Low
Urgency	High	Category 1	Category 2	Category 3
	Medium	Category 2	Category 3	Category 4
	Low	Category 3	Category 4	Category 4

Business Impact

The table below provides some common examples of different business impact ratings and scenarios.

Impact	Example Scenarios
High	<p>An incident affecting 2 or more locations or multiple customers groups or 2 or more customer business functions</p> <p>An incident that will have significant impact on 42-24's and/or the Customer's Financial or Reputational standing</p> <p>Prevents the ability of a customer to deliver a Tender/Bid response.</p> <p>An Incident having considerable bearing on the customer ability to deliver a critical business services.</p> <p>Significant risk to security or OH&S policy.</p>
Medium	<p>A key business location or significant proportion of a customer business unit unable to use a core application or infrastructure and there is no acceptable technical alternative.</p> <p>Impact on a customer Tender / Bid response which may delay the project schedule.</p> <p>An Incident with no work-around and with user/s unable to perform duties.</p>
Low	<p>Affecting a small number of users and a work-around is available. No impact to the end-user.</p> <p>Equipment being sent to external vendor where a work-around is available.</p> <p>An individual unable to perform a key business process activity or group of customers unable to perform a NON-CORE business process activity.</p>

Urgency

Impact	Example Scenarios
High	<p>Time crucial to the customer's Core Business. Security or OH&S risk to 42-24' or Customer service.</p> <p>Time critical to the delivery of 42-24 or Customer essential business service(s)</p> <p>Cost to 42-24 or Customer Delay to Customer</p>

Medium	<p>Time critical to a tender or bid response, which, if impacted, will negatively affect Customers' business.</p> <p>Time critical to the delivery of a project for a customer</p> <p>Time critical impact will occur within four (4) Business hours.</p>
Low	<p>All other requests that are not of Planned Urgency.</p> <p>Impact will not occur for a business day or longer.</p> <p>Does not impact on key business tasks</p>

nbn Area Categories

Area Name	Description
Urban	Urban Area means an urban centre with a population equal to or greater than 10,000 people.
Major Rural	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.
Minor Rural	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.
Remote Area	Remote Area 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.