



Broadband Solutions Pty Ltd

Broadband Solutions Service Level Agreement

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1. Target Service Delivery Times

Target Service Delivery Times apply to requests or orders for a new Service made by Customer to Broadband Solutions using Broadband Solutions' current ordering procedures. Service Delivery Time is measured from the day Customer's request or order has been accepted by Broadband Solutions and ends on the day Broadband Solution informs Customer the Service is ready for use or Customer first uses the Service, whichever is sooner.

Target Service Delivery Time does not apply:

- where you request a later date;
- to delivery of equipment;
- if we determine that a longer period is required for good cause;
- where the Service Delivery Time is subject to third party provisioning or services; and
- where your Service order is incomplete or inaccurate.

Service Class	Target Completion ETA
Premium 24x7 Services (excluding Co-Location)	35-90 Business Days from order acceptance
Co-Location	20-60 Business Days from order acceptance
Express Services	35-90 Business Days from order acceptance
Standard Business Services (excluding UTM)	20-30 Business Days from order acceptance
Managed Security - UTM	30 Business Days from order acceptance

2. Service Level Commitments – Data & Voice Service

2.1 Classification of Services

PREMIUM 24x7 SERVICES	EXPRESS SERVICES	STANDARD BUSINESS SERVICES
Elite Fibre Internet Corporate Plus Fibre Internet Private Network Fibre Point to Point Fibre Midband Ethernet Internet Midband Ethernet Private Network Ethernet over Copper Internet Ethernet over NBN Internet Ethernet over NBN private network VRF MPLS VPN Virtual SmartPABX Platform SIP Trunking Co-location	Express Fibre Internet	ADSL Business NBN Business 4G <u>Remote Device Management</u> Unified Threat Management (UTM) Router Management Network Management

2.2 Support Response Times

The time from when Broadband Solutions receives a fault call from the Customer, to the time that we respond to the Customer to acknowledge receipt of the fault report, provide a fault reference number, and where possible give an early indication of the nature of the fault.

SERVICE CLASS	BUSINESS HOURS (MON-FRI, 830AM-530PM)	OUTSIDE BUSINESS HOURS
Premium 24x7	15 minutes	30 minutes
Express	30 minutes	1 hour
Standard Business	30 minutes	Not Applicable

2.3 Target intervals for open Support Requests

IMPACT LEVEL	TARGET REPORTING INTERVAL
Critical Fault (Priority 1)	1 Elapsed hour*
Major Fault (Priority 2)	2 Elapsed hours
Minor & Non-Impacting Fault (Priority 3)	Daily

*If agreed, reporting interval for Critical Impact issues may be increased if no significant progress expected for extended period.

2.4 Coverage Window

SERVICE CLASS	HOURS OF OPERATION (AEST)
Premium 24x7	24 hours a day, 7 days a week
Express	24 hours a day, 7 days a week
Standard Business	Monday to Friday: 8:30am to 17:30pm Excludes all Australian national public holidays

2.5 Restoration Targets

Service Class	Fault Type - When determined as a:
Premium 24x7	<p>Critical Fault (Priority 1) – Data - 8 Elapsed hours (Metro) and 12 Elapsed hours (Regional). Voice - 4 Elapsed hours (Metro) and 12 Elapsed hours (Regional).</p> <p>A "critical condition" means that a situation has occurred that has significantly degraded the service or adversely affected Broadband Solutions' ability to manage the network or has put at risk the network to the degree that Broadband Solutions cannot deliver service to its customers. Specifically, this relates to services being affected by a complete outage. End user will receive an hourly update to the progress relating to a Critical Fault Condition.</p> <p>Major Fault (Priority 2) – Data - 12 Elapsed hours (Metro) and 16 Elapsed hours (Regional). Voice - 4 Elapsed hours (Metro) and 12 Elapsed hours (Regional).</p> <p>A "major condition" means that a situation has occurred that has degraded the service or adversely affected Broadband Solutions' ability to manage the network or has put at risk the network to the degree that Broadband Solutions cannot fully deliver service to its customers and that for example a second similar failure would likely result in an critical condition. Specifically, this relates to services experiencing a degraded level of service. End user will receive a two-hourly update to the progress relating to a Major Fault Condition.</p> <p>Minor & Non-Impacting Fault (Priority 3) – 3 Elapsed Business Days</p> <p>A "minor condition" means that a situation has occurred that has caused minor degradation of the service or has adversely affected Broadband Solutions' ability to manage the network and has put at risk the network, to the degree that the condition has the potential to result in a major condition. Specifically, this relates to services experiencing a degraded level of service where an alternate solution has been put in place or is causing minimal disruption to the service. End user will receive a daily update to the progress relating to a Minor Fault Condition.</p>
Express	<p>Critical Fault (Priority 1) – Data - 8 Elapsed hours (Metro) and 12 Elapsed Hours (Regional).</p> <p>A "critical condition" means that a situation has occurred that has significantly degraded the service or adversely affected Broadband Solutions' ability to manage the network or has put at risk the network to the degree that Broadband Solutions cannot deliver service to its customers. Specifically, this relates to services being affected by a complete outage. End user will receive an hourly update to the progress relating to a Critical Fault Condition.</p> <p>Major Fault (Priority 2) – Data - 12 Elapsed hours (Metro) and 16 Elapsed Hours (Regional).</p> <p>A "major condition" means that a situation has occurred that has degraded the service or adversely affected Broadband Solutions' ability to manage the network or has put at risk the network to the degree that Broadband Solutions cannot fully deliver service to its customers and that for example a second similar failure would likely result in an critical condition. Specifically, this relates to services experiencing a degraded level of service. End user will receive a two-hourly update to the progress relating to a Major Fault Condition.</p> <p>Minor & Non-Impacting Fault (Priority 3) – 3 Elapsed Business Days</p> <p>A "minor condition" means that a situation has occurred that has caused minor degradation of the service or has adversely affected</p>

	<p>Broadband Solutions' ability to manage the network and has put at risk the network, to the degree that the condition has the potential to result in a major condition. Specifically, this relates to services experiencing a degraded level of service where an alternate solution has been put in place or is causing minimal disruption to the service. End user will receive a daily update to the progress relating to a Minor Fault Condition.</p> <p>Third Party Network Fault – 2 Elapsed Business Days</p> <p>A "Third Party Network Fault" means that a situation has occurred within a Third Party Network that prevents the delivery of the service. A Third Partner Network Fault can be identified as an issue within the Third-Party Network (ie DSL port, DSLAM, Backhaul, NBN POI) and/or an issue within the End User Access (ie Spectrum Sharing Service, Unconditional Local Loop Service NBN Fibre network). End user will receive a daily update as to the progress relating to this Fault Condition.</p>
Standard Business	<p>Broadband Solutions Network Fault - Same Business Day</p> <p>A "Broadband Solutions Network Fault" means that a situation has occurred within the Broadband Solutions Network that prevents the delivery of the service. The fault has been identified as residing within the Broadband Solutions Network and excludes any third-party interconnect faults. End user will receive a daily update as to the progress relating to this Fault Condition. Fault must be lodged with the Broadband Solutions NOC by 15:00 AEST, otherwise fault lodgement will be considered to have been lodged at 8:31 the next business day.</p> <p>Third Party Network Fault – 5 Elapsed Business Days</p> <p>A "Third Party Network Fault" means that a situation has occurred within a Third Party Network that prevents the delivery of the service. A Third Partner Network Fault can be identified as an issue within the Third-Party Network (ie DSL port, DSLAM, Backhaul, NBN POI) and/or an issue within the End User Access (ie Spectrum Sharing Service, Unconditional Local Loop Service NBN Fibre network). End user will receive a daily update as to the progress relating to this Fault Condition.</p>

2.6 Service Availability

“**Service Availability**” means the percentage of time each Service is available to the end user during the year. The service availability is calculated in accordance with the formula below;

“**Unavailable Hours**” means the total number of hours that the Service is unavailable due to issues with the Broadband Solutions network except for programmed outages. The Broadband Solutions network includes supply of Internet bandwidth when supplied by Broadband Solutions to the End user and the router on the premises of the End user where that router is under a rental or service agreement to Broadband Solutions.

Service Availability for the period =
$$\frac{\text{Total hours for the period} - \text{Unavailable Hours} \times 100}{\text{Total Hours for the period}}$$

The Broadband Solutions Fault ticketing system will be the basis for determining times for Service Availability.

Service Class	Service Availability Target
Premium 24x7	99.95%
Express	99.90%
Standard Business	99.50%

3 Network Service Targets – Premium 24x7 (Select Products)

Elite Fibre Internet & Private Network Fibre only

Broadband Solutions are committed to providing reliable services. To back up our SLA commitment, we offer Network Service Targets. Our Network Service Targets are measured on a monthly basis. The Network Service Targets are not eligible for any SLA rebate policy or scheme outlined within this document and are applicable throughout the Service Term.

Broadband Solutions Network Service Targets – Elite Fibre, Private Network and Colocation.

Source and Destination	Packet Loss	Latency
Between any 2 Points on the Broadband Solutions Australian Network,	0%	< 80ms
Between Melbourne and Sydney on the Broadband Solutions Australian Network.	0%	< 30ms
Between Melbourne and Brisbane on the Broadband Solutions Australian Network	0%	< 35ms
Between Sydney and Brisbane on the Broadband Solutions Australian Network	0%	< 30ms
Between Melbourne and Perth on the Broadband Solutions Australian Network	0%	< 60ms
Between a Broadband Solutions border router and any Broadband Solutions Internet Supplier.	0%	< 5ms

“Network Latency” This is defined as the monthly average of times taken for packets to make the round trip from our Access Service equipment and a central point of the Network. Latency is calculated by using regular polling intervals.

“Packet Loss” This is defined as the difference between the number of packets received and the number of packets sent. It is measured as the monthly average of packets lost between our Access Service equipment on our Customer Edge to a central point of the Network. Packet Loss is calculated by using regular polling intervals.

“Network” means the IP telecommunications network operated by Broadband Solutions by means of which the Services are provided.

4 Service Level Agreement Rebate Calculations for Service Outages

Service Class	Outage Period	Applicable Rebate
Premium 24x7 & Express (excluding co-location)	Over 4 hours but less than 8 hours based on the total amount of time in a given month excluding planned and notified outages, service provider requested changes or outages as a result of service provider end-user equipment failure or failure of a third party upstream provider circuit or link in the data centre environment.	10% of the monthly recurring charge of the affected service. (Excluding Excess Usage Charges per Usage Based Services)
	Over 8 hours but less than 12 hours based on the total amount of time in a given month excluding planned and notified outages, service provider requested changes or outages as a result of service provider end-user equipment failure or failure of a third party upstream provider circuit or link in a data centre environment.	15% of the monthly recurring charge of the affected service. (Excluding Excess Usage Charges per Usage Based Services)
	Over 12 hours based on the total amount of time in a given month excluding planned and notified outages, service provider requested changes or outages as a result of service provider end-user equipment failure or failure of a third party upstream provider circuit or link in a data centre environment.	20% of the monthly recurring charge of the affected service. (Excluding Excess Usage Charges per Usage Based Services)
Premium 24x7 Co-Location	Over 45 minutes but less than 90 minutes based on the total amount of time in a given month excluding planned and notified outages, service provider requested changes or outages as a result of service provider end-user equipment failure or failure of a third party upstream provider circuit or link in a data centre environment.	10% of the monthly recurring charge of the affected service. (Excluding Excess Usage Charges per Usage Based Services)
	Over 90 minutes but less than 135 minutes based on the total amount of time in a given month excluding planned and notified outages, service provider requested changes or outages as a result of service provider end-user equipment failure or failure of a third party upstream provider circuit or link in the data centre environment.	15% of the monthly recurring charge of the affected service. (Excluding Excess Usage Charges per Usage Based Services)
	Over 135 minutes based on the total amount of time in a given month excluding planned and notified outages, service provider requested changes or outages as a result of service provider end-user equipment failure or failure of a third party upstream provider circuit or link in the data centre environment.	20% of the monthly recurring charge of the affected service. (Excluding Excess Usage Charges per Usage Based Services)

5 Service Level Agreement Rebate Process

To qualify for a rebate based on the Service Level Commitment listed above the customer/partner must complete the Service Level Rebate Application Form (see appendix 1).

Service Restoration Rebates are available where:

- Rebates are not payable on voice calls during that month (where applicable). Rebates are applied to Service and Equipment charges.
- The rebate is payable only in relation to the site where the fault originates
- The rebate is the customer's only remedy in the event of any failure to meet the service restoration target.
- The customer must apply for the rebate in writing to their Account Manager within 30 calendar days of the end of the month to which the rebate applies. (see appendix 1).
- The rebate is only to be applied by way of a credit and cannot be redeemed for cash.
- The maximum rebate available for any circumstance in any month will not exceed 100% of the total monthly Charges.

Service Restoration Rebates are not available where:

- planned outages are undertaken by Broadband Solutions or any of its upstream providers;
- disruption or delay in restoring the Service is caused or contributed to by the customer;
- the customer has not paid any monthly fees set out in this agreement, when due and payable;
- the fault was caused by a power interruption at the customer's site; or
- the failure is outside the responsibility of Broadband Solutions including, but not limited to:
 - equipment or cabling owned or leased by the customer;
 - carriage of the Service across networks not controlled by Broadband Solutions;
 - operational and environmental factors under which the Services are used by the customer;
 - failure by the customer or any third party (other than a contractor or agent engaged by Broadband Solutions to appropriately maintain any equipment relevant to supply of the services
 - A Force Majeure event.

Appendix 1 – Rebate Form



Business Name:		
Service Address:		
Account Number:		
Incident Reference Number:		
Date of Incident:		
Start Time of Incident:		
End Time of Incident:		
Service Availability:	<input type="checkbox"/> No service	<input type="checkbox"/> Intermittant Service
	<input type="checkbox"/> Data Impacting	<input type="checkbox"/> Voice Impacting
Additional Information to assist validation of rebate:		

Contact Name:	
Contact Phone Number:	
Contact Mobile Number:	
Contact Email Address:	

Broadband Solutions Internal Use Only:

Service Manager Approval:	
Finance Approval:	
Rebate Applied By:	