

SERVICE LEVEL AGREEMENT

Business Fibre Service – Enhanced – 12 Service Levels

12 June 2018

1. ABOUT THIS SERVICE LEVEL AGREEMENT

This Service Level Agreement sets out the Enhanced -12 Service Levels that apply to the Business Fibre Service. If you have applied for the Enhanced - 12 Service Levels and we have agreed to provide the Enhanced -12 Service Levels to you, this Service Level Agreement will form part of the terms of your Plan and part of the Contract. In the event of any inconsistency between this Service Level Agreement and another clause of your Contract, this Service Level Agreement prevails to the extent of any inconsistency, but not otherwise.

2. DICTIONARY AND GLOSSARY OF TERMS

The expression:	means:
Claim	demand, action or proceeding of any nature including any threatened proceeding
Commencement Time	in respect of a particular Service Difficulty, the time that we report the fault relating to that Service Difficulty to NBN Co pursuant to clause 5(c)
Committed Timeframes	the timeframes set out in the table in clause 6
Coverage Hours	7am to 9pm
Deemed Commencement Time	where the Commencement Time is between the hours of 7am to 9pm, the Deemed Commencement Time is the same as the Commencement Time; where the Commencement Time is between 12:00am and 7:00am on a particular day, then the Deemed Commencement Time is 7:00am of that same day; where the Commencement Time is between 9:00pm and 11:59pm on a particular day, then the Deemed Commencement Time 7:00am on the following day
Fault Event	a fault in or failure of the Access Network or any Business Fibre Service Network Equipment. For the avoidance of doubt, maintenance or an upgrade of the Access Network or any Business Fibre Service Network Equipment is not a Fault Event where NBN Co has provided us with prior notice of that maintenance or upgrade
Force Majeure Event	an event beyond our, or our Network Supplier's, reasonable control including an act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide, strike, lockout or other labour difficulty, an act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection or civil commotion
Loss	any liability, cost, expense, loss or damage, and any amounts payable in respect of a Claim (whether successful or not) including legal and other professional costs and disbursements on a full indemnity basis

NBN	means the fibre to the premises customer access network operated by NBN Co
NBN Co	NBN Co Limited ABN 86 136 533 741
Remote Area	an area which is not an Urban Area or Rural Area
Rural Area	an urban centre or other recognised community grouping with a population equal to or greater than 200 but less than 10000 people
Service Difficulty	you experience a difficulty or problem using the Business Fibre Service
SLA Fault	when the Business Fibre Service does not perform substantially in accordance with its description or specifications due to a Fault Event
SLA Fault Rectification Service Levels	the service levels set out in clause 6
Underlying Service	means the wholesale service that NBN Co provides to us which we utilise to provide the Business Fibre Service to you
Urban Area	an urban centre with a population equal to or greater than 10000 people

Capitalised terms which appear in this document which are not defined in this clause 2 may be defined in the Business Fibre Service Schedule or the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this document. A reference to a clause is a reference to a clause in this Service Level Agreement unless specified otherwise.

3. ENHANCED – 12 SERVICE LEVELS: OVERVIEW

The Enhanced -12 Service Levels consist of commitments relating to SLA Faults. The Enhanced -12 Service Levels are only available where the Access Network that is used to provide your Business Fibre Service is part of the NBN. You acknowledge and agree that we are responsible to you for the rectification of any SLA Faults and you will not contact NBN Co or its contractors regarding any SLA Faults or Service Difficulties unless expressed authorised by us.

4. COMMENCEMENT OF ENHANCED – 12 SERVICE LEVELS

- a. Where you select the Enhanced -12 Service Levels in your Application, and we agree to provide the Enhanced -12 Service Levels, the Enhanced -12 Service Levels will apply from when your Service is activated.
- b. If you apply for the Enhanced -12 Service Levels after the commencement of the Contract, and we agree to provide the Enhanced -12 Service Levels, we will use reasonable endeavours to activate the Enhanced -12 Service Levels within two Business Days after the date that we agree to provide the Enhanced -12 Service Levels.

5. SERVICE DIFFICULTY AND SLA FAULT NOTIFICATION PROCEDURE

- a. You should report any Service Difficulties to us by contacting 132 777.
- b. We will investigate the Service Difficulty and attempt to diagnose the cause of the Service Difficulty. This may involve you undertaking troubleshooting activities before the Fault can be logged.
- c. If we determine that the cause of the Service Difficulty may be an SLA Fault we will report the suspected SLA Fault to NBN Co.

6. SLA FAULT RECTIFICATION SERVICE LEVELS

ROW	TYPE SLA FAULT	SERVICE LEVEL – ENHANCED - 12
1	SLA Fault that can be rectified without external or internal plant work or a technician attending the Premises or where the SLA Fault is caused by NBN Co disconnecting the Underlying Service as a result of an administrative error that does not involve damage to a facility	Within 12 Coverage Hours after the Deemed Commencement Time
2	SLA Fault in respect of a Premises in an Urban Area (that is not an SLA Fault described in row 1)	Within 12 Coverage Hours after the Deemed Commencement Time
3	SLA Fault in respect of a Premises in a Rural Area (that is not an SLA Fault described in row 1)	Within 12 Coverage Hours plus 1 day after the Deemed Commencement Time
4	SLA Fault in respect of a Premises in a Remote Area (that is not an SLA Fault described in row 1)	Within 12 Coverage Hours plus 2 days after the Deemed Commencement Time

- a. The table above sets out the Committed Timeframes for the rectification of SLA Faults.
- b. For the purposes of determining whether an SLA Fault has been rectified within the relevant Committed Timeframe:
 - i. the measurement of performance will commence at the Deemed Commencement Time using the local time at the location of the Premises; and
 - ii. the measurement of performance will end at the time at which:
 - A. NBN Co has informed us that the SLA Fault has been successfully rectified; and
 - B. we notify you (by telephone, by email or by such other means as may be notified by us from time to time) that the SLA Fault has been successfully rectified; and
 - iii. the only hours which will be included in the measurement of performance will be the Coverage Hours.
- c. By way of example only:
 - i. if the Deemed Commencement Time is 6:00pm and the Premises is in an Urban Area, the relevant Committed Timeframe will expire by 4:00pm on the following day, with the Committed Timeframe consisting of:
 - A. three Coverage Hours on the day that the report is received (i.e. (6:00pm to 9:00pm); and
 - B. nine Coverage Hours on the following day (i.e. 7:00am to 4:00pm).

7. SERVICE LEVEL REBATES

- a. If an SLA Fault is not rectified within the applicable Committed Timeframe, the following Service Level Rebates will apply:
 - for the first Fault in relation to which the Service Level is not met in a Billing Period, the entire cost of the Enhanced-12 Service (ie.the additional Charge the Customer pays to receive the Enhanced – 12 SLA).
 - for each subsequent Fault in relation to which the Service Level is not met in that same Billing

Period, the entire monthly recurring charge (minimum monthly charge) for that affected Service.

The maximum rebate which we will pay in a Billing Period is the aggregate of:

- the additional Charge the Customer pays to receive the Enhanced – 12 SLA; and
- the entire monthly recurring charge (minimum monthly charge) for that affected Service.

b. You acknowledge and agree that:

- i. subject to clause 7(c), and to the maximum extent permitted by law, your sole and exclusive remedy (whether in contract, tort, breach of statutory duty or otherwise) in respect of any Loss arising due to any act or omission that results in a breach of this Service Level Agreement by us is the payment by us of a Service Level Rebate where applicable in accordance with the terms of this Service Level Agreement;
 - ii. we have no liability to pay any Service Level Rebates in respect of a failure to rectify any SLA Faults that you do not report to us in accordance with clause 5;
 - iii. the Committed Timeframes and Service Level Rebates do not apply where, after investigation, NBN Co determines that there was no SLA Fault; and
 - iv. no Service Level Rebates apply where the cause of the SLA Fault or failure to rectify it within the Committed Timeframes is a Force Majeure Event.
- (b) Nothing in this Service Level Agreement amends, limits or negates your rights (where applicable) under:
- i. clauses 34 to 37 of the General Terms (Statutory Guarantees);
 - ii. clause 38 of the General Terms (Personal injury or death); and
 - iii. the CSG.

8. STATUS UPDATES

We will provide you with an update of the status of the SLA Fault as soon as reasonably practicable after the Commencement Time and will continue to keep you updated about the progress of the rectification of an SLA Fault until the SLA Fault has been rectified.

9. CHARGES

Charges for the Enhanced 12 – SLA are included in your Plan.