

VOCUS SERVICE LEVEL AGREEMENT

SIP TRUNKS, IP WAN AND ETHERNET MULTIPOINT

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DEFINITIONS AND INTERPRETATION

1.1 The Services covered by the Service Level Agreement (SLA) include (unless otherwise notified by Vocus):

- a. Data Network (Ethernet Multipoint, Managed IP WAN, Self-Managed IP WAN); and
- b. Vocus SIP Trunks.

1.2 If there is any inconsistency between the SLA and any existing contract for a Service between the Customer and Vocus, this SLA will prevail.

1.3 In the SLA, the following terms have the meaning set out below:

- > **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 in the region in which the Service is provided on any Business Day.
- > **Customer** means the party with whom Vocus has entered into an agreement to supply Services.
- > **Customer Equipment** means any Customer owned equipment or infrastructure used for the Service.
- > **Customer Portal** means the interface that enables the Customer to manage and access information about a Service and communicate with Vocus.
- > **Customer Site** means the Customer premises or other location from which the Customer connects to the Services.
- > **Enabled** means both the A-end and B-end of a Customer Site that are already connected to the Vocus Network or Supplier Network using Vocus Infrastructure, and sufficient cable capacity is available as confirmed by a Vocus representative.
- > **Excluded Event** means:
 - a. a breach of the relevant Service contract by the Customer;
 - b. a Force Majeure Event;
 - c. a negligent or fraudulent act or omission of the Customer or its personnel; or
 - d. a failure of any of the Customer's Equipment.
- > **Fault** means any circumstance physically related to the Service which renders the Service unusable or significantly impaired.
- > **Force Majeure Event** means:
 - a. any act of god or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licences or authorities or any other like event; or
 - b. any strike, lockout, work stoppage or other industrial dispute of any kind; or
 - c. any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or

- d. any other similar circumstances beyond the reasonable control of the affected party.
- > **Hardware Failure** means an intrinsic fault with the Vocus Equipment rendering it incapable of performing its primary function or intended purpose.
 - > **Incident** means any Fault that is notified to the NSD by the Customer or logged via Vocus' platform management systems.
 - > **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.
 - > **Monthly Service Fee** means the monthly service fee specified in the Service Order or relevant Service contract.
 - > **National Service Desk (NSD)** means the Vocus work group available to receive notifications of Incidents and Service Requests or suspected Incidents from a Customer.
 - > **Non-enabled** means one or more ends at a Customer Site that are not connected to the Vocus network using Vocus Infrastructure, or Services that are to be delivered are outside of the Vocus Network, where time is quoted in receipt of building access and council approvals.
 - > **Planned Outages** means those occasions when Vocus or its suppliers perform scheduled maintenance, upgrades, alterations or repairs to a Service and is not available as a result of this activity.
 - > **Planned Outage Period** means a period during which the Service may become unusable or impaired due to Vocus undertaking necessary work on its facilities, networks or systems for any reason, including arising out of or in connection with:
 - a. installation of infrastructure;
 - b. maintenance requirements (including Scheduled Maintenance Window); and
 - c. software or infrastructure upgrades.
 - > **Off Net** means one or more ends that are not connected to the Vocus Network using Vocus Infrastructure, or Services that are to be delivered are outside of the Vocus Network utilising a third party service.
 - > **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on Table 8 (Priority Classification).
 - > **Rebate** means a credit applied to the Monthly Service Fee and represents a genuine and reasonable estimate of the Customer's loss of Service arising from a Fault.
 - > **Response Time** means the time between an Incident or Service Request that is logged by the NSD, and acknowledgment by the Customer of the actions being taken to resolve the Incident or fulfil the Service Request.
 - > **Resolution Time** means the time between an Incident or Service Request that is logged by the NSD, and resolution of the Incident or fulfilment of the Service Request.
 - > **Scheduled Maintenance Window** means the period set out in relevant Service contract or at such other times as Vocus may advise the Customer from time to time during which Vocus will endeavour to conduct all service disrupting planned maintenance work on its facilities, networks or systems.
 - > **Service** means the service with the options and features requested in the Service Order or relevant Service contract, 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 Resolution Times.
- > **Service Delivery Point** means the location specified in the Service Order where Vocus will install the Vocus Equipment.
- > **Service Level** means the measured and reported achievements attained by Vocus against one or more Targets.
- > **Service Order** means the form provided by Vocus from time to time and used to detail and order the Service.
- > **Service Request** means a request from the Customer for information, advice, add, move, change or access to an IT function.
- > **Support Request** means an Incident or Service Request received from the Customer, processed and prioritised by the NSD in accordance with Table 5 (Escalation Definitions) of this SLA.
- > **Target** means the performance metrics (in the applicable table under the heading “Metric”) outlined in section 5 of this SLA.
- > **Vocus** means Vocus Pty Ltd ABN 78 127 842 853 and its authorised subcontractors and agents.
- > **Vocus Equipment** means the equipment (including physical interface) installed at the Service Delivery Point necessary to connect the Customer to the Service.
- > **Vocus Infrastructure** means the physical network infrastructure over which Vocus will provide the Service. This includes any Vocus Equipment and the Vocus Network.
- > **Vocus Network** means any telecommunications network, equipment, or facilities, or cabling controlled or utilised by Vocus.

SERVICE SUPPORT

- 2.1 Vocus will provide the Customer with access to a NSD 24 hours per day, 7 days per week, to record Incident or Service Requests relating to the Services. Incidents or Service Requests are managed by the NSD, Vocus technicians and support engineers and processed according to ITIL best-practice guidelines to meet the applicable Targets for the Services. Vocus will escalate resolution and fulfillment activities to appropriately skilled resources, including to vendor support services where necessary.
- 2.2 The NSD will receive an Incident or Service Request from a Customer using the Customer Portal and from automatic alerts that are generated from Vocus' platform management systems. Automatic alerts are logged as Incidents and will be pro-actively addressed by NSD, Vocus technicians and support engineers with a Customer.

SERVICE DESK CONTACT

- 2.3 The NSD is the central point of contact for recording all Incident and Service Requests from the Customer. The Customer can contact the NSD using the methods below:

Method	Available	Contact Detail
Telephone	24 x 7 for all Incident or Service Requests	Australia: 1300 85 58 45 New Zealand: 0800 656 538 International: +61 2 8117 5909
E-mail	24 x 7 for all Incident or Service Requests except critical and high priority (priority 1 & 2)	NOC@vocus.net
Customer Portal	24 x 7 for all Incident or Service Requests except critical and high priority (priority 1 & 2)	http://www.vocus.com.au/client-login-and-payment-portal

TABLE 1: VOCUS NSD CONTACT METHODS

- 2.4 The Customer should report perceived priority 1 (P1) and 2 (P2) Incidents to the NSD by phone to ensure prompt attention and support.
- 2.5 All phone calls are answered by a Vocus technician who will qualify the Service Request and assign a Priority and where possible, convey a target time to the Customer for resolution based on the business impact of the Service Request.
- 2.6 All emails to the NSD automatically raise an Incident or Service Request in Vocus' service management system.
- 2.7 During Business Hours, the NSD will respond to Customers directly. Vocus will use reasonable endeavors to address, critical and high priority Incidents after Business Hours by on-call engineers. All other requests will be managed from the next Business Day.

INCIDENT MANAGEMENT

- 2.8 Prior to calling the NSD, the Customer must perform a diagnostic check(s) to eliminate the possibility of an issue with any infrastructure that is not supported by Vocus.

2.9 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 its third party suppliers). This also applies to Incidents to Vocus Equipment or Vocus Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors.

2.10 When contacting the NSD a Customer must provide the following information:

- > Customer name;
- > Contract number of the Service affected by the Incident (if available);
- > Description of the Incident;
- > Details of any diagnostics that have been performed by the Customer;
- > Name and contact details of the person reporting the Incident on behalf of the Customer;
- > Customer Site contact; and
- > Name and location of the Customer Site that is affected by the Incident.

2.11 When an Incident is logged, the NSD will:

- > Agree with the Customer the level of Priority to be allocated to the Incident;
- > Record the Incident into Vocus service management system and assign and quote an unique reference number to the Customer;
- > Manage any necessary escalations remotely or at the Customer Site to target resolution within service levels;
- > Update the Customer with the progress of the Incident via phone or using automated notifications; and
- > Advise the Customer when the Incident has been resolved via phone or using an automated notification.

HARDWARE FAILURE

2.12 Excluding Customer Equipment, where a Hardware Failure is related to Vocus Equipment, Vocus will respond according to the following table:

Service	Product	Vocus Action
Data Network	Managed Router	Vocus will arrange as appropriate either on-site attendance* by an engineer or remote access to diagnose and rectify Incident within 4 hours or next Business Day depending on contracted service levels for the item.
Unified Communications	SIP ISDN Gateway	Vocus will arrange as appropriate either on-site attendance* by an engineer or remote access to diagnose and rectify Incident within 4 hours or next Business Day depending on contracted service levels for the item.

TABLE 2: SERVICE HARDWARE FAILURE RESPONSE ACTIONS

* 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.

SOFTWARE AND PORTAL FAILURE

2.13 Where a failure is related to Vocus software and licensing, Vocus will respond according to the following table:

Service	Product	Vocus Action
Data Network	Member Tools	Vocus may use remote access facilities to diagnose software failure and rectify on Vocus hosted infrastructure.

TABLE 3: SOFTWARE AND PORTAL FAILURE RESPONSE ACTIONS

COMMUNICATION

2.14 In the event that an Incident has been logged for the Customer, Vocus will communicate with the Customer at mutually agreed intervals.

SERVICE REQUEST MANAGEMENT

2.15 To log a Service Request, the Customer must contact the NSD using any of the methods described in

Table 1 of this SLA.

2.16 The Customer must provide the following information:

- > Customer name;
- > Contract number of the Service affected by the Service Request (if available);
- > Description of the Service Request;
- > Name and contact details of the person reporting the Service Request on behalf of the Customer;
- > Customer Site contact; and
- > Name and location of the Customer Site that is affected by the Service Request, if applicable.

2.17 When a Service Request is logged, the NSD will:

- > Agree with the Customer the level of Priority to be allocated to the Service Request;
- > Record the Service Request into Vocus' service management system and assign and quote an unique reference number to the Customer;
- > Manage any necessary escalations remotely or at the Customer Site to target resolution within service levels;
- > Update the Customer with the progress of the Service Request via phone or using automated notifications; and
- > Advise the Customer when the Service Request has been resolved via phone or using an automated notification.

SERVICE REQUEST INCLUSIONS

2.18 In providing a Service to a Customer, Vocus includes a quota of Service Requests per service year outlined in the table below. Charges for additional Service Requests are also outlined in the following table. For Priority (P) classifications please refer to Table 8 of this SLA.

Service	Product	Included Service Requests	Additional Service Request
Data Networks	Managed Router	1 x P5 + 12 x P6/P7 = 13 in total per calendar year	P5 : \$300 (ex GST) P6 and P7 : \$50 (ex GST)
Data Networks	Managed IP WAN	1 x P5 + 12 x P6/P7 = 13 in total per calendar year	P5 : \$300 (ex GST) P6 and P7 : \$50 (ex GST)
Data Networks	Self-Managed IP WAN	No changes included after initial set up	At rates to be quoted.
Unified Communications	SIP Trunks	No limit from named resources only (no support for end-users). 1 hour change support per month	At rates to be quoted

TABLE 4: INCLUDED SERVICE REQUESTS AND ADDITIONAL FEES

ESCALATION FOR INCIDENTS OR SERVICE REQUESTS

2.19 In the case of Incidents or Service Requests that require escalation, they will be escalated by Vocus according to the following table:

Level	Product
1	All Incident or Service Requests reported during Business Hours and investigated by a Vocus technician who will provide basic hardware or software troubleshooting.
2	All Incidents reported outside of Business Hours and Incidents or Service Requests escalated from Level 1 and actioned by Vocus engineers who provide further diagnosis and resolution.
3	All Support Requests escalated from Level 2 and actioned by Vocus engineers who provide detailed diagnosis and resolution and collaborate with vendor support systems as required.

TABLE 5: ESCALATION DEFINITIONS

INCIDENT AND SERVICE REQUEST PRIORITISATION

2.20A Priority is allocated to a Support Request when a Customer reports the request to the NSD or when

Vocus’ platform monitoring systems automatically log an Incident following an event. The impact and

urgency of the Incident or Service Request within the Customer’s organisation is what Vocus uses to

determine the level of Priority allocated.

IMPACT

2.21 The impact rating allocated by Vocus for an Incident or Service Request is guided by the effect and impact to a Customer’s business based on the following table:

Impact	Classification
High	The Customer’s total business is affected.
Medium	The Customer’s Site, department or a single business unit, or a significant number of users are affected.
Low	One user or a small group of users are affected.

TABLE 6: IMPACT CLASSIFICATION

URGENCY

2.22 The urgency rating allocated by Vocus for any Incident or Service Request is guided by the effect and

impact to a Customer’s business based on the following table:

Urgency	Classification
High	Operation of the Service is severely degraded, or significant aspects of business operation and core business processes are being negatively impacted, or failure of a critical device.
Medium	Non-core business processes are affected, business operations are degraded or mildly impaired, or there is a reasonable workaround available.
Low	There is little or no impact to business operation.

TABLE 7: URGENCY CLASSIFICATION

PRIORITY

2.23 The Priority of a Support Request allocated by Vocus is determined by the correlation of impact and urgency ratings according to the following table:

Request	Impact	Urgency		
		High	Medium	Low
Incident	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4
Service Request	High	P5	P6	P6
	Medium	P6	P6	P7

	Low	P7	P7	P7
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TABLE 8: PRIORITY CLASSIFICATION

SERVICE AVAILABILITY AND REBATES

SERVICE AVAILABILITY

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

PLANNED OUTAGES

3.2 Planned Outages are necessary to perform scheduled changes that maintain Vocus Infrastructure. Vocus will use reasonable endeavours to limit the frequency and impact of Planned Outages on a Customer. Vocus will provide the Customer with 10 business days' notice of a Planned Outage, where possible.

3.3 Vocus also reserves the right to carry out an unplanned outage at a shorter notice period if required.

REBATES

3.4 The Customer is entitled to a Rebate as set out in section 5 of this SLA for the relevant Service for any failure(s) of Vocus to meet a Target, where:

- a. the failure to meet the Target; and
- b. the Customer has made a claim for the Rebate within 20 Business Days of the end of the month in which Vocus failed to meet the Target.

3.5 In order to lodge a claim for a Rebate the Customer must complete the relevant form provided by Vocus from time to time.

3.6 A Rebate is not redeemable for cash and in any Invoice Period is capped at 15% of the Monthly Service Fee for the relevant Service.

3.7 If a Rebate is applicable Vocus will deduct the Rebate from the Monthly Service Fee payable in the following month.

3.8 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 a Target that results directly from, any of the following occurrences:

- a. a Force Majeure Event;
- b. a Planned Outage Period;
- c. Customer Equipment or a Fault on the Customer's side of the Service Delivery Point;
- d. any negligent, fraudulent or wilful act or omission by the Customer or its contractors, servants or agents;
- e. any act or omission beyond Vocus' reasonable control; or

f. any failure to immediately report the Fault to Vocus.

3.9 The Customer must take all reasonable steps to ensure that the Fault is not a fault caused by Customer Equipment or a fault on the Customer's side of the Service Delivery Point.

3.10 The Customer will not be able to claim a Rebate of charges where Vocus determines the Fault was caused by:

- a. Excluded Event;
- b. Scheduled Maintenance Window; or
- c. Service suspension in accordance with the relevant Service contract (if applicable).

CHANGE MANAGEMENT

4.1 Vocus provides change management for Service, initiated by the Customer or where Vocus needs to maintain Service platform infrastructure in accordance with Vocus' Procedure – Operational Support – Change Management 2.0.

CUSTOMER INITIATED CHANGE

4.2 Customer initiated changes are processed via the NSD as a Service Request with the exception of an emergency change which may be processed as part of an Incident. These changes are processed during Business Hours. In the event that a change needs to be actioned outside of these hours, Vocus will consult with the Customer to schedule the change to an appropriate time. Additional charges may apply and these will be quoted to the Customer by Vocus prior to the change

4.3 The following table shows common types of changes that are initiated by the Customer.

Type	Example
Standard	A pre-agreed change that is low risk, relatively common and follows a procedure or a work instruction. A standard change is actioned as a Service Request within the Target for the Service prescribed in section 5 of this SLA. The Customer is allocated a unique Service Request number.
Emergency	A change that must be implemented as soon as possible to resolve or avert an Incident. An emergency change would typically be raised from an Incident. The Customer will be allocated a unique Incident or change number.
Normal	A change that is not a standard change or an emergency change, raised as a Service Request and a request for change generated. The Customer will be allocated a unique Service Request and change number. Normal changes will be actioned as per Vocus' Procedure – Operational Support – Change Management 2.0 and subject to being agreed between the Customer and Vocus.

TABLE 9: CHANGE DEFINITIONS

VOCUS INITIATED CHANGE

4.4 Vocus initiated changes are wholly determined by Vocus and Vocus will provide at least 10 business days' notice to the Customer in advance of any initiated change.

4.5 In the event of an emergency change such as security patching which is initiated by Vocus, a Customer will be provided with as much notice as reasonably possible.

SERVICE TABLES

5.1 Vocus sets Targets for Service Levels according to the relevant Service and these are detailed in the tables below.

5.2 Vocus will use reasonable endeavours to meet the Service Level for the relevant Service outlined in this SLA.

SERVICE DELIVERY

5.3 When Vocus receives a signed Service Order or relevant Service contract from the Customer, Vocus' Service Delivery team will commission the Service in a timeframe dependent upon the Customer Site.

SERVICE TABLES

DATA NETWORK ACCESS SERVICES ON FIBRE

Ethernet Multipoint Services & IP WAN Services

Category	Priority	Period	Metric	Rebate
Service Availability	-	24x7x365	≥ 99.95%	-
			< 99.95%	- 10%
			< 95%	15%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	15 mins	-
	P3	BH	30 mins	-
	P4	BH	30 mins	-
Incident Resolution Time	P1	24x7x365	4 hrs	-
	P2	24x7x365	8 hrs	-
	P3	BH	1 day	-
	P4	BH	2 days	-
Service Requests Response Time	P5	BH	30 mins	-
	P6	BH	30 mins	-
	P7	BH	30 mins	-
Service Requests Resolution Time	P5	BH	1 day	-
	P6	BH	5 days	-
	P7	BH	5 days	-
Service Delivery	Enabled	BH	15 days	-
	Non-enabled	BH	40 days	-
	Off Net	BH	60 days	-

TABLE 1: SERVICE TARGETS FOR ETHERNET MULTIPOINT SERVICES & IP WAN SERVICES

DATA NETWORK ACCESS ON BONDED DSL

Ethernet Multipoint Services, IP WAN Services

Category	Priority	Period	Metric	Rebate
Service Availability	-	24x7x365	≥ 99.6%	-
			< 99.6% - ≥ 95%	10%
			< 95%	15%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	15 mins	-
	P3	BH	30 mins	-
	P4	BH	30 mins	-
Incident Resolution Time	P1	24x7x365	2 days	-
	P2	24x7x365	2 days	-
	P3	BH	2 days	-
	P4	BH	2 days	-
Service Request Response Time	P5	BH	30 mins	-
	P6	BH	30 mins	-
	P7	BH	30 mins	-
Service Request Resolution Time	P5	BH	1 day	-
	P6	BH	5 days	-
	P7	BH	5 days	-
Service Delivery	Non-enabled	BH	40 days	-
	Off Net	BH	60 days	-

TABLE 2: SERVICE TARGETS FOR ETHERNET MULTIPOINT SERVICES & IP WAN SERVICES

DATA NETWORK ACCESS SERVICES ON ADSL

IP WAN Services

Category	Priority	Period	Metric	Rebate
Service Availability	-		Best effort	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	BH	15 mins	-
	P3	BH	30 mins	-
	P4	BH	30 mins	-
Incident Resolution Time	P1	24x7x365	Best effort	-
	P2	BH	Best effort	-
	P3	BH	Best effort	-
	P4	BH	Best effort	-
Service Request Response Time	P5	BH	Best effort	-
	P6	BH	Best effort	-
	P7	BH	Best effort	-
Service Request Resolution Time	P5	BH	Best effort	-
	P6	BH	Best effort	-
	P7	BH	Best effort	-
Service Delivery	Non-enabled	BH	40 days	-
	Off Net	BH	60 days	-

TABLE 3: SERVICE TARGETS FOR IP WAN SERVICES

DATA NETWORK ACCESS SERVICES ON NBN FIBRE

IP WAN Services

Category	Priority	Period	Metric	Rebate
Service Availability	-		Best effort	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	BH	15 mins	-
	P3	BH	30 mins	-
	P4	BH	30 mins	-
Incident Resolution Time	P1	24x7x365	Best effort	-
	P2	BH	Best effort	-
	P3	BH	Best effort	-
	P4	BH	Best effort	-
Service Request Response Time	P5	BH	Best effort	-
	P6	BH	Best effort	-
	P7	BH	Best effort	-
Service Request Resolution Time	P5	BH	Best effort	-
	P6	BH	Best effort	-
	P7	BH	Best effort	-
Service Delivery	Non-enabled	BH	40 days	-
	Off Net	BH	60 days	-

TABLE 4: SERVICE TARGETS FOR IP WAN SERVICES

SIP

SIP Services

Category	Priority	Period	Metric	Rebate
Service Availability	-	24x7x365	≥ 99.9%	-
			<99.9%	10%**
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	15 mins	-
	P3	BH	30 mins	-
	P4	BH	30 mins	-
Incident Resolution Time	P1	24x7x365	4 hrs	-
	P2	24x7x365	8 hrs	-
	P3	BH	3 days	-
	P4	BH	Best Effort	-
Service Request Response Time	P5	BH	30 mins	-
	P6	BH	30 mins	-
	P7	BH	30 mins	-
Service Request Resolution Time	P5	BH	1 day	-
	P6	BH	5 days	-
	P7	BH	5 days	-
Service Delivery	Where SIP service is within a serviceable area and Vocus has a reservation of geographic numbers for that area	BH	10 days*	-
	Where Vocus does not have a reservation of geographic numbers for that area	BH	25 days*	-

TABLE 5: SERVICE TARGETS FOR SIP

** For the relevant Customer Site and excludes Rebate on hardware charges

*The Service Delivery period does not include number porting.