
Vocus

Service Level Agreement

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1. Introduction

- 1.1 This SLA covers services including (unless otherwise notified by Vocus) Data Services, Wireless Broadband Services, Voice Services, Dark Fibre Services, Cloud Services, Business Continuity Services, DDoS Protection Services, Colocation Services, SD-WAN and LAN / Wi-Fi 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 The Customer can contact the Vocus Network Service Centre 24 hours per day, 7 days per week to record an Incident relating to the Services. Incidents are managed by the Vocus Network Service 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 Network Service Centre can receive an Incident or Service Request from a Customer via email, phone, Flex 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 Network Service Centre.

Vocus Network Service Centre Contact

- 2.3 The Vocus Network Service Centre is the primary point of contact for the recording and managing of all technical support related Incidents from the Customer. Contact details for the Vocus Network Service Centre are set out in the NSC Service and Support Guide which is provided to the customer upon completion of provision of the Service or is otherwise available upon request.
- 2.4 Service Requests should be directed to the Customer's Account Manager or Service Delivery Manager in the first instance.
- 2.5 The Customer must report perceived Priority 1 (P1) and Priority 2 (P2) Incidents to the Vocus Network Service Centre by phone to ensure prompt attention and support.
- 2.6 All phone calls will be answered by a Vocus engineer who will record the Incident and assign a Priority. Where possible the Vocus engineer will also convey a target restoration time to the Customer.
- 2.7 All emails to the Vocus Network Service Centre automatically raise an Incident in Vocus' Service Management System and a unique ticket number is provided to the Customer by return email.
- 2.8 Where possible, Customers must provide a Service ID when reporting issues to the Vocus Network Service Centre.

Customer Responsibilities

- 2.9 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.
- 2.10 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.

- 2.11 It is vital that Customers provide Vocus with the correct information related to their service when reporting issues.
- 2.12 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 Network Service 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

- 2.13 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.
- 2.14 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

- 2.15 Vocus will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this SLA.
- 2.16 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.
- 2.17 When an Incident is logged Vocus will:
- › Agree with the Customer the level of Priority to be allocated to the Incident;
 - › Record the Incident and assign 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 at mutually agreed intervals; and

- › Advise the Customer when the Incident has been resolved.

Service Request Management

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

Urgency	Description
High	Service Request that is required to ensure continual operation of the customer's business and is required under an emergency situation.
Standard	Service Request for technical or service information or a request by the customer for planning purposes that has minimal impact to the customer's business.

Table 2: Service Request urgency

- 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, Vocus will:
- › Agree with the Customer the level of urgency 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 Reporting

- 2.23 The Vocus Network Service Centre will provide a Post Incident Report (PIR) for all P1 Incidents within 5 Business Days after the resolution of the Incident, or once a root cause has been identified using standard ITIL problem management processes.
- 2.24 If the Problem Management process is initiated, an Incident Review Report (IRR) will be provided for all P1 Incidents within 24 hours, this will outline what was done to resolve the Incident but not the root cause of the Incident.

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
 - › the 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 by the Customer to their Account Manager.
- 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);
 - › Third Party Software;
 - › modifications to the Service made by Customer or any party instructed or contracted by Customer and not provided or approved in writing by Vocus;
 - › Third Party failure; or
 - › 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.

5. Service Tables

- 5.1 Vocus will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables. The priority levels set out in the service tables below are intended to be a guide only - Vocus will determine each Incident priority in accordance with Table 1 (Incident Priorities 1 to 4) at clause 2.14 above.
- 5.2 The Service Level Targets commence at the time the Incident or Service Request is first recorded with Vocus 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 on Third Party access. 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 Third-Party Access, Standard Access or Basic Third Party 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.

Service tables

Data services over enhanced third-party access

(Includes UFB Bitstream 4, UFB Bitstream 3A/3, UFB Dark Fibre)

Category	Priority	Period	Target	Rebate
Service Availability			≥99.9%	-
		24x7x365	< 99.9% - ≥99.7%	5%
			< 99.7% - ≥99.5%	10%
			< 99.5%	20%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	24x7x365	4 hours	-
	P4	24x7x365	8 hours	-
Target Restoration Time	P1	24x7x365	8 hours	-
	P2	24x7x365	12 hours	-
	P3	24x7x365	2 Business Days	-
	P4	24x7x365	3 Business Days	-
Service Delivery	Off-Net - Build	BH	30-60 Business Days	-
	Off-Net Intact	BH	10-15 Business Days	-

Table 4: Data services over enhanced third party access

Data services over standard access

(Includes UFB Bitstream 2/2A)

Category	Priority	Period	Target	Rebate
Service Availability		24x7x365	≥ 99.5%	-
			< 99.5% - ≥98%	5%
			< 98% - ≥95%	10%
			< 95%	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	12 hours	-
	P2	24x7x365	24 hours	-
	P3	BH	n/a	-
	P4	BH	n/a	-
Service Delivery	Off-Net - Build	BH	30-60 Business Days	-
	Off-Net - Intact	BH	10-15 Business Days	-

Table 5: Data services over standard access

Data services over basic third-party access

(Includes 4G, ADSL, VDSL)

Category	Priority	Period	Target	Rebate
Service Availability	-	24x7x365	n/a	-
	P1	24x7x365	15 mins	-
Incident Response Time	P2	24x7x365	30 mins	-
	P3	24x7x365	4 hours	-
	P4	24x7x365	8 hours	-
	P1	24x7x365	n/a	-
Target Restoration Time	P2	24x7x365	n/a	-
	P3	24x7x365	n/a	-
	P4	24x7x365	n/a	-
	P4	24x7x365	n/a	-
Service Delivery	Off-Net	BH	10-15 Business Days	-

Table 6: Data services over basic third-party access

Vocus Dark Fibre services

(Data services over Vocus fibre)

Category	Priority	Period	Target	Rebate
Service Availability			≥ 99.95%	-
		24x7x365	< 99.95% - ≥99.5%	10%
			< 99.5% - 98%	20%
			< 98%	20%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	24x7x365	4 hours	-
	P4	24x7x365	12 hours	-
Target Restoration Time	P1	24x7x365	8 hours	-
	P2	24x7x365	16 hours	-
	P3	24x7x365	1 Business Day	-
	P4	24x7x365	2 Business Days	-
Service Delivery	On-Net	BH	50-70 Business Days*	-

Table 7: Dark Fibre services

* Delivery time will be advised by Vocus after scoping stage complete.

Wireless Broadband service

Hardware replacement

Category	Incident	Priority	Period	Restoration Target	Notes
Cellular Gateway	Failure of Single Unit	P3	BH	3 Business Days	Restoration Target is the elapsed time between the diagnosis of a hardware failure and replacement.

Table 8: Wireless Broadband service – hardware replacement

Technical service levels

Service	Period	Target	Notes
Incident Response Time	BH	Reasonable Endeavours	-
Target Restoration Time	BH	Reasonable Endeavours	-
Service Request Response Time (MAC's)	BH	Reasonable Endeavours	Only MAC is the addition of static IP address.
Service Delivery	BH	11 Business Days	-

Table 9: Wireless Broadband service – technical service levels

Mobile service

Technical service levels

Service	Period	Target	Notes
Incident Response Time	BH	Reasonable Endeavours	-
Target Restoration Time	BH	Reasonable Endeavours	-
Service Request Response Time (MAC's)	BH	Reasonable Endeavours	-
Service Request Completion Time	BH	Reasonable Endeavours	-
Service Delivery	BH	2 Business Days*	-

Table 10: Mobile service

* Highly dependent on courier timeframes for actual delivery and activation.

Managed Router (Part of Managed IP WAN)

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

Category	Priority	Period	Target	Rebate
IP WAN – Managed Router	P1	24x7x365	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	P2	24x7x365	24 hours	-
	Reasonable endeavours	N/A	Reasonable endeavours	
Service Delivery		BH	10-15 Business Days	-

Table 11: 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.

** Available depending on geographic location as specified in Service Order.

Unified Comms

Category	Priority	Period	Target	Rebate
Service Availability: Call Recording, Audio and Video Conferencing		24x7x365	≥99.9%	-
			<99.9%	10%**
Service Availability: IP Tel, SIP Trunk, UC1 and Wholesale Voice		24x7x365	≥99.9%	-
			<99.9%	10%**
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	24x7x365	4 hours	-
	P4	24x7x365	12 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	24x7x365	3 Business Day	-
	P4	24x7x365	Reasonable endeavours	-
Service Delivery: SIP		BH	10 Business Days***	-
Service Delivery: IP-TEL		BH	30 - 60 Business Days	-
Hardware Failure	All	BH	5 Business Days	-

Table 12: Voice Services

* The time required for number porting is excluded.

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

*** In addition to access circuit timeframes (refer Table 4: Data services over enhanced third party access).

^ Excluding Hardware Failure and Incidents or Service Requests in respect of UC 1 software.

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

Cloud Services

Category	Priority	Period	Target	Rebate
Service Availability		24x7x365	≥ 99.9%	-
			< 99.9%	10%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	1 hour	-
	P3	24x7x365	4 hours	-
	P4	24x7x365	8 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	24x7x365	24 hours	-
	P4	24x7x365	72 hours	-
Service Delivery		BH	2 Business Days*	-

Table 13: Cloud Services

* Excluding the 2FA (Two-Factor Authentication) security add-on, which has a service delivery target of 15 Business Days.
 Note: Vocus reserves the right to charge additional fees for service requests in accordance with the service schedule.

Co-Location

Category	Priority	Period	Target	Rebate
Service Availability, defined as:				
• Power – available			≥ 99.95%	-
• Air temperature - 15°C - 27 °C	-	24x7x365		
• Humidity - 10% - 80%			< 99.95%	* see below
	P1	24x7x365	1 hour	-
Incident Response Time	P2	24x7x365	2 hours	-
	P3	BH	8 hours	-
	P4	BH	12 hours	-
	P1	24x7x365	8 hrs	-
Target Restoration Time	P2	24x7x365	16 hrs	-
	P3	BH	1 Business Day	-
	P4	BH	2 Business Days	-
	P5	BH	8 hours	-
Service Request Response Time	P6	BH	16 hours	-
	P7	BH	24 hours	-
	P5	BH	12 hours	-
Service Request Fulfilment Time	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Vocus DC	BH	10 Business Days	-
	Third party DC	BH	20-40 Business Days	-

Table 14: Co-Location

* Rebate Calculation is according to the formula below -

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

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

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*			≥ 99.95%	-
			< 99.95% - ≥99.5%	10%
		24x7x365	< 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	4 hour	-
	P2	N/A	-	-
	P3	N/A	-	-
	P4	N/A	-	-
Service Delivery		BH	10 Business Days	-

Table 15: 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 Detect or 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, the DDoS Detect or DDoS Protect service is not considered unavailable for the purposes of calculating the Rebate in the following circumstances:

- › 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 portal providing access to mitigation features;
- › The Customer has not lodged a 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.

SD-WAN

Technical service levels

Service	Period	Reference-Architecture Compliant Target Availability	Non-Reference-Architecture Compliant Target Availability
Standard Service Availability – CPE	24 x 7 x 365	≥99.5%	Reasonable Endeavours
Standard Availability – WAN Overlay			
High Availability Service Availability – CPE	24 x 7 x 365	≥99.99%	Reasonable Endeavours
Malware Detection Alerts to Customer from Dashboard	24 x 7 x 365		Reasonable Endeavours

Table 16: SD-WAN Technical SLAs

Category	Incident	Reference Architecture Compliant Sites				Non-Reference Architecture Complaint Sites	Notes
		Priority	Response Time	Update Intervals	Target Restoration Time		
SD-WAN Security Appliance CPE	A security appliance (MX) goes offline	P1 (Critical)	15 minutes	1 hour	4 Hours	Reasonable Endeavours	Must be offline for >5 mins for alarm to be raised. Logical faults only. Refer Failed Hardware Replacement SLA for hardware failures.
	The primary uplink status changes	P2 (High)	1 hour	2 hours	8 Hours	Reasonable Endeavours	This alert will be triggered if the appliance is configured with redundant Internet uplinks and the primary uplink fails
	A warm spare failover occurs	P2 (High)	1 hour	2 hours	8 Hours	Reasonable Endeavours	This alert will be triggered when the appliance has a warm spare configured and a failover occurs. That is, when the primary disconnects and the spare becomes the master, or when the primary reconnects and resumes acting as the master.
	Cellular connection state changes.	P3 (Medium)	4 hours	1 business day	24 hours	Reasonable Endeavours	This alert will fire when the appliance establishes or loses its connection to the cellular network.
	A rogue DHCP server is detected	P1 (Critical)	15 minutes	1 hour	4 Hours	Reasonable Endeavours	This alert will be triggered if the appliance detects another DHCP server on a subnet that the appliance is configured to respond to DHCP requests on

	The DHCP lease pool is exhausted	P4 (Low)	8 hours	On Completion	72 hours	Reasonable Endeavours	If the appliance has issued DHCP leases for every IP address on a subnet, new clients will not be able to get online. This alert will fire if a client requests an IP address and none are available.
Failed Hardware Replacement.	N/A	P3 (Medium)	4 hours	1 business day	24 hours	As per Reference Architectures	Restoration Target is the elapsed time between the diagnosis of a hardware failure and replacement. Subject to availability.

Table 17: SD-WAN Service Management SLAs

* For non-AK, WN, CHCH Customer Sites reasonable travel time will be added to the Response Time or delivery of a replacement router by courier service may be provided

* SLAs can be no better than WAN Underlay (i.e. Internet Service), except for Hardware replacement which is unchanged

* Reporting is not provided.

Category	Priority	Target	Rebate
Service Delivery		20 Business Days*	-

Table 18: SD-WAN Service Delivery

* In addition to access circuit timeframes (refer Table 4: Data services over enhanced third party access).

LAN / Wi-Fi

Technical service levels

Service	Period	Reference-Architecture Compliant Target Availability	Non-Reference-Architecture Compliant Target Availability
Standard Service Availability – CPE	24 x 7 x 365	≥99.5%	Reasonable Endeavours
Standard Availability – WAN Overlay			
High Availability Service Availability – CPE	24 x 7 x 365	≥99.99%	Reasonable Endeavours
Malware Detection Alerts to Customer from Dashboard	24 x 7 x 365		Reasonable Endeavours

Table 19: LAN / Wi-Fi Technical SLAs

Category	Incident	Reference Architecture Compliant Sites			Non-Reference Architecture Complaint Sites	Notes	
		Priority	Response Time	Update Intervals			
Access Points	An Access Point goes offline	P3 (Medium)	4 hours	1 business day	24 hours	Reasonable Endeavours	Must be offline for >10 mins for alarm to be raised. Logical faults only. Refer Failed Hardware Replacement SLA for hardware failures.
	An Access Point loses its wired connection and becomes a repeater.	P4 (Low)	8 hours	On Completion	72 hours	Reasonable Endeavours	When an access point loses its wired connection, it becomes a repeater if it is in range of other Meraki access points
	A repeater goes offline	P4 (Low)	8 hours	On Completion	48 Hours	Reasonable Endeavours	Must be offline for >30 mins for alarm to be raised. Logical faults only. Refer Failed Hardware Replacement SLA for hardware failures.
Switches	A Switch goes offline	P1 (Critical)	15 minutes	1 hour	4 Hours	Reasonable Endeavours	Must be offline for >5 mins for alarm to be raised. Logical faults only. Refer Failed Hardware Replacement SLA for hardware failures.
	A power supply goes down	P2 (High)	1 hour	2 hours	8 Hours	Reasonable Endeavours	A power supply goes down where dual power supplies are

							deployed.
	A Switch is operating at critical temperature	P2 (High)	1 hour	2 hours	8 Hours	Reasonable Endeavours	This alert will be triggered if a switch detects that it is operating at critical temperature. Critical temperature is a serious scenario requiring serious consideration of the operating environment of the switch. This alert is only supported for certain models.
Failed Hardware Replacement	N/A	P3 (Medium)	4 hours	1 business day	24 hours	As per Reference Architectures	Restoration Target is the elapsed time between the diagnosis of a hardware failure and replacement. Subject to availability.

Table 20: LAN / Wi-Fi Service Management SLAs

* For non-AK, WN, CHCH Customer Sites reasonable travel time will be added to the Response Time or delivery of a replacement router by courier service may be provided

* SLAs can be no better than WAN Underlay (i.e. Internet Service), except for Hardware replacement which is unchanged

* Reporting is not provided.

6. Definitions

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

- › **Basic Third Party 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 mass market grade performance and a reasonable endeavour obligation to deliver.
- › **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 Vocus Internet Express as defined in the IP Transit Service Schedule; and
 - IP WAN as defined in the IP WAN 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.
- › **Enhanced Third Party 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 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 a 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.
- › **Flex** means the interface that enables the Customer to create quotes and access information about a Service.
- › **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.
- › **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.
- › **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.
- › **LAN / Wi-Fi Services** has the meaning set out in the LAN / Wi-Fi Service Schedule which is made available by Vocus to the Customer.
- › **Mobile Services** has the meaning set out in the Mobile Service Schedule which is made available by Vocus to the Customer.
- › **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 access to site is via a 3rd party access supplier.
- › **Off-Net -Intact** means a Customer Site where access to site is via a 3rd party access supplier and current circuit is live and identified at location required.
- › **On-Net** means a Customer Site where Vocus Infrastructure is available and civil works are required.
- › **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.
- › **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 recorded by the Vocus, 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.
- › **SD-WAN** has the meaning set out in the SD WAN Service Schedule which is made available by Vocus to the Customer.
- › **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 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 Software** means any software that Vocus uses or makes available to the Customer in connection with the Services.
- › **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.
- › **Vocus Network Service Centre or NSC** means the Vocus work group which provides

support to Customers for the recording and management of Incidents.

- › **Voice Services** includes SIP Trunk, IP Tel, Call Recording, UC1, Audio and Video Conferencing, Wholesale Voice and SIP Access as defined in the Voice Service Schedule which is made available by Vocus to the Customer.
- › **Wireless Broadband Services** has the meaning set out in the Wireless Broadband Service Schedule which is made available by Vocus to the Customer.

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