On-Line Communications Systems Pty Ltd
Unit 24/1 Talavera Road,
Macquarie Park, NSW 2113

On-Line Communications
SERVICE LEVEL AGREEMENT

JANUARY 2018

CONTENTS

1. INTRODUCTION

1.1. This SLA covers services including (unless otherwise notified by On-Line Communications) Data Services, Voice Services, Dark Fibre Services, Cloud Services, Business Continuity Services, DDoS Protection Services and Colocation Services.

1.2. On-Line Communications 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

2.1. On-Line Communications will provide the Customer with access to the On-Line Communications Support Centre 24 hours per day, 7 days per week to record an Incident or Service Request relating to the Services. Incidents or Service Requests are managed by the On-Line Communications Support Centre and processed in accordance with ITIL best practice guidelines to meet the applicable Targets for the Services. On-Line Communications will escalate resolution and fulfilment activities to appropriately skilled resources including to vendor support services where necessary.

2.2. The On-Line Communications Support Centre will receive an Incident or Service Request from a Customer via email, phone or from automatic alerts that are generated from On-Line Communications' Network Management Systems. Automatic alerts are logged as Incidents and will be addressed by the On-Line Communications Support Centre.

ON-LINE COMMUNICATIONS SUPPORT CENTRE CONTACT

2.3. The On-Line Communications Support Centre is the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests from the Customer. The On-Line Communications Support Centre comprises of three separate support centres working together to provide 24x7 customer support. Contact details for the On-Line Communications Support Centre are set out in the customer support quick reference guide which is provided to the customer upon completion of provision of the Service or is otherwise available upon request.

2.4. The Customer must report perceived Priority 1 (P1) and Priority 2 (P2) Incidents to the On-Line Communications Support Centre by phone to ensure prompt attention and support.

2.5. All phone calls will be answered by an On-Line Communications staff member who will record the Incident or Service Request and assign a Priority. Where possible the On-Line Communications technician will also convey a target restoration time to the Customer.

2.6. All emails to the On-Line Communications Support Centre automatically raise an Incident or Service Request in On-Line Communications' Service Management System and a unique ticket number is provided to the Customer by return email.

2.7. Where possible, Customers must provide a Service ID when reporting issues to the On-Line Communications Support Centre.

CUSTOMER RESPONSIBILITIES

2.8.   Prior to reporting an Incident to On-Line Communications, 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:

   2.8.1.   Perform a power recycle/reset of Customer Equipment.

   2.8.2.   Perform a software reboot of IT systems.

   2.8.3.   Record the status of indicators/LEDs on Customer Equipment.

   2.8.4.   Run a diagnostic program (if available) on Customer Equipment and record the results.

   2.8.5.   Record log files and traceroutes around the time of the event.

   2.8.6.   Note any recent changes that were made.

2.9.   Customers who rely on On-Line Communications supplied customer premise equipment must specifically ensure that the equipment is receiving the required power and cooling to be operational.

2.10.   It is vital that Customers provide On-Line Communications with the correct information related to their service when reporting issues.

2.11.   The more information a Customer can provide on the problem, the more accurately On-Line Communications will be able to determine the root cause and implement a solution in the quickest timeframe. When contacting the On-Line Communications Support Centre a Customer must, as a minimum, provide the following information:

   2.11.1.   Customer name;

   2.11.2.   Service ID of the Service affected by the Incident (if available);

   2.11.3.   Name and contact details of the person reporting the Incident on behalf of the Customer;

   2.11.4.   Description of the Incident;

   2.11.5.   Details of any diagnostics that have been performed by the Customer;

   2.11.6.   Customer Site contact;

   2.11.7.   Name and location of the Customer Site that is affected by the Incident; and

   2.11.8.   Business or trading hours of the site.

INCIDENT MANAGEMENT

2.12.   On-Line Communications reserves the right to charge a Customer in the event that On-Line Communications 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 On-Line Communications or On-Line Communications' third party suppliers). This also applies to Incidents that occur on On-Line Communications Equipment or On-Line Communications Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors.

2.13.   On-Line Communications 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

2.14.   On-Line Communications will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this SLA.

2.15.   On-Line Communications does not guarantee that a Service will be restored within the times specified in the service tables in section 5 of this SLA however, On-Line Communications will use all reasonable endeavours to restore a Service within the times specified.

2.16.   When an Incident is logged, the On-Line Communications Support Centre will:

2.16.1.   Agree with the Customer the level of Priority to be allocated to the Incident;

2.16.2.   Record the Incident in the On-Line Communications' Service Management System and assign and quote a unique ticket number to the Customer;

2.16.3.   Manage any necessary escalations, remotely or at the Customer Site, to restore services within target restoration times;

2.16.4.   Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and

2.16.5.   Advise the Customer when the Incident has been resolved via phone or email.

SERVICE REQUEST MANAGEMENT

2.17.   Any urgent Service Requests logged via email should be followed up with a phone call to the On-Line Communications Support Centre with business justification for the urgent request. Complex Service Requests should be raised with the Account Manager.

2.18.   On-Line Communications defines Service Request priorities as outlined in the table below:

SEVERITY LEVEL	DESCRIPTION.
Priority 5	Service Request is required to ensure continual operation of the business
Priority 6	Service Request that has minimal impact to continual operation of the business
Priority 7	Service Request that is non urgent, has no impact and is not required for continual operation of the business

TABLE 2: SERVICE REQUEST PRIORITIES 5 TO 7

2.19.   On-Line Communications 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.   On-Line Communications does not guarantee that a request will be fulfilled within the times specified in the service tables in section 5 of this SLA however, On-Line Communications will use all reasonable endeavours to fulfil a request within the times specified.

2.21.   When a Service Request is logged, the On-Line Communications Support Centre will:

2.21.1.   Agree with the Customer the level of Priority to be allocated to the Service Request;

2.21.2.   Record the Service Request in the On-Line Communications' Service Management System and assign and quote a unique ticket number to the Customer;

2.21.3.   Manage any necessary escalations, remotely or at the Customer Site, to fulfil Service Requests within target fulfilment times;

2.21.4.   Update the Customer with the progress of the Service Request via phone or email at mutually agreed intervals; and

2.21.5.   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:

2.22.1.   Customer's expectations have not been met;

2.22.2.   Customer is of the opinion that progress on an Incident or Service Request is unsatisfactory; or

2.22.3.   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 On-Line Communications upon request.

POST INCIDENT REPORTS

Upon request by a Customer, for Priority 1 Incidents, On-Line Communications will use its reasonable endeavours to provide a draft post incident report within 48 hours from the time the service was restored. A full report will be provided within 5 Business Days thereafter. The post incident report will detail:

2.23. Details of the incident including impact to service(s)

2.23.1. Timeline of activities

2.23.2. Fix or work-around

2.23.3. The root cause

2.23.4. Mitigation strategies

3. SERVICE AVAILABILITY AND REBATES

3.1. On-Line Communications' 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:

3.2.1. On-Line Communications 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

3.2.2. 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 On-Line Communications, and if applicable in the form provided by On-Line Communications which may be updated from time to time. Claims for Rebate must be submitted via email to accounts@olcs.com.au .

3.4. Once a claim is received, On-Line Communications 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. On-Line Communications is not required to provide Service Availability during, and the Customer is not entitled to any Rebate for, any failure or failures by On-Line Communications to meet any Target that results from any of the following occurrences:

3.5.1. An Excluded Event;

3.5.2. Scheduled Maintenance;

3.5.3. Customer Equipment or an Incident on the Customer's side of the Service Delivery Point;

3.5.4. Customers removal of any On-Line Communications Equipment;

3.5.5. Any failure to immediately report the Incident to On-Line Communications;

3.5.6. The improper use, alteration, or damage of the Service by Customer;

3.5.7. Service suspension in accordance with the relevant Service Order (if applicable);

3.5.8. Third Party Software;

3.5.9. Modifications to the Service made by Customer or any party instructed or contracted by

3.5.10. Customer and not provided or approved in writing by On-Line Communications;

3.5.11. Third Party failure; or

3.5.12. 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 On-Line Communications Infrastructure. On-Line Communications will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.

4.2. On-Line Communications 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 On-Line Communications 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 On-Line Communications 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, On-Line Communications will provide the Customer with as much prior notice as is reasonably possible in the circumstances.

5. SERVICE TABLES

5.1.   On-Line Communications will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables.

5.2.   The On-Line Communications Target Restoration Time commences at the time the Incident or Service Request is first recorded with the On-Line Communications Support Centre 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 On-Line Communications fibre or on Third Party access. For services that are not delivered on On-Line Communications 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 On-Line Communications receives a signed Service Order and all necessary information from the Customer, On-Line Communications 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 On-Line Communications. 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 ON-LINE COMMUNICATIONS FIBRE

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.7%	5%
			< 99.7% - 99.5%	10%
			< 99.5%	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	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
Service Request Response Time[+]	P5	24x7x365	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time[+]	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net 20	BH	20 Business Days	-

		On-Net 40	BH	40 Business Days	-
		Off-Net	BH	40 - 60 Business Days	

TABLE 4: DATA SERVICES OVER ON-LINE COMMUNICATIONS FIBRE

[+] On-Line Communications reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

SERVICES OVER ENHANCED THIRD PARTY ACCESS

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.9%	-
			< 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	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	8 hours	-
	P2	24x7x365	12 hours	-
	P3	BH	48 hours	-
	P4	BH	48 hours	-
Service Request Response Time[+]	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time[+]	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Off-Net	BH	60 Business Days	-

TABLE 5: DATA SERVICES OVER ENHANCED THIRD PARTY ACCESS

[+] On-Line Communications reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

SERVICES OVER STANDARD ACCESS

(Includes On-Line Communications Ethernet over Copper)

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	n/a	-
	P2	24x7x365	n/a	-
	P3	BH	n/a	-
	P4	BH	n/a	-
Service Request Response Time+	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time+	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net EoC	BH	20 Business Days	-
	Off-Net	BH	40 Business Days	-

TABLE 6: DATA SERVICES OVER STANDARD ACCESS

+ On-Line Communications reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

SERVICES OVER BASIC THIRD PARTY ACCESS

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	n/a	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	n/a	-
	P2	24x7x365	n/a	-
	P3	BH	n/a	-
	P4	BH	n/a	-
Service Request Response Time+	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time+	P5	BH	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Off-Net	BH	40 – 60 Business Days	

TABLE 7: DATA SERVICES OVER BASIC THIRD PARTY ACCESS

+ On-Line Communications reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

MANAGED ROUTER (PART OF MANAGED IP WAN)

In the event of a Hardware failure, On-Line Communications will respond according to the following table:

CATEGORY	SLA **	PERIOD	TARGET	NOTES
IP WAN – Managed Router	24x7x4	24x7x365	4 hours	On-Line Communications will arrange as appropriate either on-site attendance* by an engineer or remote access to diagnose and rectify the Incident within applicable SLA
	8x5xNBD	8x5xNBD	24 hours	
	Reasonable endeavours	N/A	NA	

TABLE 8: 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.

ON-LINE COMMUNICATIONS DARK FIBRE SERVICES

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.5%	10%
			< 99.5% - ≥98%	20%
			<98%	40%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	8 hrs	-
	P2	24x7x365	16 hrs	-
	P3	BH	1 Business Day	-
	P4	BH	2 Business Days	-
Service Request Response Time	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time	P5	BH	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net 20	BH	20 Business Days	-
	On-Net 40	BH	40 Business Days	-
	Off-Net	BH	40 – 60 Business Days	-

TABLE 9: DARK FIBRE SERVICES

UNIFIED COMMS

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability: IP Tel; SIP Trunk, UC1 and Wholesale Voice	-	24x7x365	≥ 99.9% <99.9%	- 10%**
Service Availability: Call Recording, Audio and Video Conferencing		24x7x365	≥ 99% <99%	- 10%**
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time^	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	3 Business Days	-
	P4	BH	Reasonable endeavours	-
Service Request Response Time+	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time^+	P5	BH	12 hours	-
	P6	BH	48 hours	-
	P7	BH	5 Business Days	-
Service Delivery	Where the service is within a serviceable area and On-Line Communications has a reservation of geographic numbers for the area	BH	10 Business Days*	
	Where On-Line Communications does not have a reservation of geographic numbers for that area	BH	25 Business Days*	
Hardware Failure	All	BH	5 Business Days	-

TABLE 10: VOICE SERVICES

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

* The time required for number porting is excluded.

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

+ On-Line Communications 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%	10.00%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	1 hour	-
	P3	BH	4 hours	-
	P4	BH	24 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
Service Request Response Time[+]	P5	BH	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time[+]	P5	BH	12 hours	-
	P6	BH	48 hours	-
	P7	BH	5 Business Days	-
Service Delivery			2 Business Days	

TABLE 11: CLOUD SERVICES

[+] On-Line Communications reserves the right to charge additional fees for service requests in accordance with the service schedule.

COLOCATION

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability, defined as • Power - available • Air temperature - 15°C - 27 °C • Humidity - 10% - 80%	-	24x7x365	≥ 99.95%	-
			< 99.95%	* see below
Incident Response Time	P1	24x7x365	1 hour	-
	P2	24x7x365	2 hours	-
	P3	BH	8 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	8 hrs	-
	P2	24x7x365	16 hrs	-
	P3	BH	1 Business Day	-
	P4	BH	2 Business Days	-
Service Request Response Time	P5	BH	8 hours	-
	P6	BH	16 hours	-
	P7	BH	24 hours	-
Service Request Fulfilment Time	P5	BH	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Line Communications DC	BH	10 Business Days	-
	Third party DC	BH	40 Business Days	-

TABLE 12: COLOCATION

*   Rebate Calculation is according to the formula below -

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

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*	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.5%	10%
			< 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 On-Line Communications at the request of the Customer)	P1	24x7x365	1 hour	-
	P2	N/A		-
	P3	N/A		-
	P4	N/A		-

TABLE 13: 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 On-Line Communications' 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 On-Line Communications DDoS detection system to identify the DDoS attack and commence mitigation;
- The Customer is unable to access the On-Line Communications portal providing access to mitigation features;
- The Customer has not lodged a Incident with On-Line Communications in accordance with section 2 of this document;
- The traffic affecting the Customer's Service is not considered by On-Line Communications to be volumetric DDoS traffic; or
- The traffic affecting the Customer's Service is not identified as DDoS traffic by the On-Line Communications 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 On-Line Communications 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.

BUSINESS CONTINUITY

CATEGORY	PERIOD	TARGET	REBATE**
Response time*	24x7x365	< 4 hours	-
		4 hours< 5 hours	2.5%
		5 hours< 6 hours	5%
		6 hours< 7 hours	10%
		7 hours< 8 hours	15%
		> 8 hours	20%
Service Delivery	BH	10 Business Days	-

TABLE 14: BUSINESS CONTINUITY

*   Response time commences upon receipt by On-Line Communications of disaster notification in accordance with the procedure provided in the relevant customer handbook.

**   In addition to section 3.5, the Customer will not be entitled to claim a Rebate to the extent the failure to meet the Response Time is caused directly or indirectly by:

- the Customer's failure to issue to On-Line Communications a disaster notification in accordance with the procedure provided in the relevant customer handbook; or
- any failure by the Customer to continue its business at the business recovery centre as a result of the Customer's failure to comply with its obligations under the relevant Service Order.

6. DEFINITIONS

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

6.1.1. 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.

6.1.2. Business Continuity Services has the meaning set out in the Business Continuity Service Schedule which is made available by On-Line Communications to the Customer.

6.1.3. Business Day means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.

6.1.4. Business Hours (BH) means 0800hrs to 1700hrs on any Business Day in the region in which the Service is provided.

6.1.5. 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 On-Line Communications to the Customer.

6.1.6. Colocation Services has the meaning set out in the Colocation Service Schedule which is made available by On-Line Communications to the Customer.

6.1.7. Complex Service Requests means a request that involves specialised design activities to be undertaken to fulfil the request.

6.1.8. Customer means the party with whom On-Line Communications has entered into an agreement to supply Services.

6.1.9. Customer Equipment means any hardware, software, equipment, systems and cabling provided by the Customer.

6.1.10. Customer Site means sites from which the Customer connects to the Services.

6.1.11. Dark Fibre Services has the meaning set out in the Dark Fibre Service Schedule which is made available by On-Line Communications to the Customer.

6.1.12. Data Services includes:

- Ethernet (Point-to-Point, Point-to-Multipoint and Multipoint) and On-Line Communications Cloud
  Connect as defined in the Ethernet Service Schedule,
- IP Transit and On-Line Communications 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 On-Line Communications to the Customer.

6.1.13. DDoS Protection Service means the service provided by On-Line Communications to protect the Customer from Distributed Denial of Service (DDoS) attack using traffic scrubbing, filtering, black holing or other actions.

6.1.14. 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.

6.1.15. 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.

6.1.16. 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.

6.1.17. Hardware Failure means an intrinsic fault with the On-Line Communications Equipment rendering it incapable of performing its primary function or intended purpose.

6.1.18. Incident means any issue that affects the normal operation of the Service.

6.1.19. 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 On-Line Communications from time to time.

6.1.20. Monthly Service Fee means the monthly recurring fees payable by the Customer specified in the Service Order.

6.1.21. Network Management System means the platforms and systems used to monitor the On-Line Communications Network and Customer infrastructure.

6.1.22. Off-Net means a Customer Site where On-Line Communications Infrastructure is not available or civil works are required where distances greater than 1km.

6.1.23. On-Net 20 means a Customer Site where On-Line Communications Infrastructure is available or nearby and civil works are not required.

6.1.24. On-Net 40 means a Customer Site where On-Line Communications Infrastructure is not available or civil works are required for distances less than 1km.

6.1.25. On-Net EoC means a Customer Site where On-Line Communications Infrastructure is able to deliver Ethernet transmission service using bonded digital subscriber line technology.

6.1.26. Priority means the level of classification of the Incident or Service Request allocated to the Customer based on Table 2 and Table 3.

6.1.27. Rebate means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.

6.1.28. 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.

6.1.29. Restoration Time means the time between an Incident or Service Request being recorded by the On-Line Communications Support Centre, and resolution of the Incident or fulfilment of the Service Request.

6.1.30. Scheduled Maintenance means the planned periods when On-Line Communications 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.

6.1.31. 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 On-Line Communications may advise the Customer.

6.1.32. 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 On-Line Communications supplies to the Customer in connection with that Service.

6.1.33. 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.

6.1.34. Service Delivery Point means the sites specified in the Service Order where On-Line Communications will install the On-Line Communications Equipment.

6.1.35. Service ID means the reference identification number allocated by On-Line Communications to the Customer's Service Order or Service (whichever is applicable).

6.1.36. Service Level means the measured and reported achievements attained by On-Line Communications against one or more Targets.

6.1.37. Service Management System means the system On-Line Communications uses to manage Incidents, Requests and Customer communications.

6.1.38. Service Order means the agreement for the provision of a Service by On-Line Communications, signed on behalf of both parties.

6.1.39. Service Request means a request from the Customer for information, advice, add, move, change or access to an IT function.

6.1.40. 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.

6.1.41. Target means the performance metrics (in the applicable table under the heading "Metric") outlined in section 5 of this SLA.

6.1.42. Third Party means a supplier that provides services utilised by On-Line Communications to deliver On-Line Communications services to the Customer.

6.1.43. Third Party Software means any software that On-Line Communications uses or makes available to the Customer in connection with the Services.

6.1.44. On-Line Communications means either On-Line Communications System Pty Ltd (ABN 19 091 014 621) or their related bodies corporate (as defined in the Corporations Act 2001) and their authorised subcontractors and agents.

6.1.45. On-Line Communications Equipment means any items or equipment owned or used by On-Line Communications in the provision of a Service that is:

6.1.46. provided by On-Line Communications to the Customer for use as part of or in connection with the Services; or

6.1.47. To which On-Line Communications permits the Customer to access as part of, or in connection with, any Services.

6.1.48. On-Line Communications Infrastructure means any items, equipment owned or used by On-Line Communications including computer hardware and software and any telecommunication network, equipment, facilities

6.1.49. Or cabling owned, controlled or utilised by On-Line Communications including, without limitation, On-Line Communications Equipment.

6.1.50. On-Line Communications Support Centre means the On-Line Communications work group which provides support to Customers for the recording and management of Incidents and Service Requests.

6.1.51. 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 On-Line Communications to the Customer.

6.2. If there is any inconsistency between the SLA and any existing contract for a Service between the Customer and On-Line Communications, the SLA in the specific customer contract will prevail.