

IGNITE

SERVICE LEVEL AGREEMENT

OCTOBER 2019

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1. INTRODUCTION

- 1.1 This SLA covers services including (unless otherwise notified by Ignite) Data Services, Voice Services, Dark Fibre Services, Cloud Services, Secure SD-WAN Services, Business Continuity Services, DDoS Protection Services and Colocation Services.
- 1.2 Ignite 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 Ignite will provide the Customer with access to the Ignite 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 Ignite Support Centre and processed in accordance with ITIL best-practice guidelines to meet the applicable Targets for the Services. Ignite will escalate resolution and fulfilment activities to appropriately skilled resources including to vendor support services where necessary.
- 2.2 The Ignite Support Centre will receive an Incident or Service Request from a Customer via email, phone (Monday – Friday 9:00am – 5:00pm AEST), online chat or from automatic alerts that are generated from Ignite' Network Management Systems. Automatic alerts are logged as Incidents and will be addressed by the Ignite Support Centre.

CUSTOMER RESPONSIBILITIES

- 2.8 Prior to reporting an Incident to Ignite, 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.
 - >

- 2.9 Customers who rely on Ignite 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 Ignite 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 Ignite will be able to determine the root cause and implement a solution in the quickest timeframe. When contacting the Ignite Support 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

- 2.12 Ignite reserves the right to charge a Customer in the event that Ignite 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 Ignite or Ignite’ third party suppliers). This also applies to Incidents that occur on Ignite Equipment or Ignite Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors.
- 2.13 Ignite 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 Ignite will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this SLA.
- 2.15 Ignite does not guarantee that a Service will be restored within the times specified in the service tables in section 5 of this SLA however, Ignite will use all reasonable endeavours to restore a Service within the times specified.

- 2.16 When an Incident is logged, the Ignite Support Centre will:
- > Agree with the Customer the level of Priority to be allocated to the Incident;
 - > Record the Incident in the Ignite' 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 restore services within target restoration times;
 - > Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and
 - > 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 Ignite Support Centre with business justification for the urgent request. Complex Service Requests should be raised with the Account Manager.
- 2.18 Ignite 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 Service
Priority 6	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 Ignite 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 Ignite does not guarantee that a request will be fulfilled within the times specified in the service tables in section 5 of this SLA however, Ignite will use all reasonable endeavours to fulfil a request within the times specified.
- 2.21 When a Service Request is logged, the Ignite Support Centre will:
- > Agree with the Customer the level of Priority to be allocated to the Service Request;
 - > Record the Service Request in the Ignite' 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 Ignite upon request.

POST INCIDENT REPORTS

2.23 Upon request by a Customer, for Priority 1 Incidents, Ignite 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:

- › Details of the incident including impact to service(s)
- › Timeline of activities
- › Fix or work-around
- › The root cause
- › Mitigation strategies

3. SERVICE AVAILABILITY AND REBATES

SERVICE AVAILABILITY

3.1 Ignite' 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:

- › Ignite 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 Ignite, and if applicable in the form provided by Ignite which may be updated from time to time. Claims for Rebate must be submitted via email to service@ignitecorp.com.au

3.4 Once a claim is received, Ignite 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 Ignite is not required to provide Service Availability during, and the Customer is not entitled to any Rebate for, any failure or failures by Ignite 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 Ignite Equipment;
- › any failure to immediately report the Incident to Ignite;
- › the improper use, alteration, or damage of the Service by Customer;
- › Service suspension in accordance with the relevant Service Order (if applicable);
- › modifications to the Service made by Customer or any party instructed or contracted by Customer and not provided or approved in writing by Ignite;
- › unavailability due to the service being ordered or provided as an Unprotected Service;
- › 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 Ignite Infrastructure. Ignite will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.
- 4.2 Ignite 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 Ignite 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 Ignite 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, Ignite will provide the Customer with as much prior notice as is reasonably possible in the circumstances.

5. SERVICE TABLES

- 5.1 Ignite will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables.
- 5.2 The Ignite Target Restoration Time commences at the time the Incident or Service Request is first recorded with the Ignite 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 Ignite fibre or other access types. For services that are not delivered on Ignite fibre, there are three SLA types available depending on whether Data Services have been delivered on Enhanced Access, Standard Access or Basic Access.

SERVICE DELIVERY

- 5.4 When Ignite receives a signed Service Order and all necessary information from the Customer, Ignite 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 Ignite. 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.

REGIONAL AND REMOTE LOCATIONS

- 5.6 With respect to Data Services and Ignite Dark Fibre Services in Australia, the Target Restoration Time set out in the service tables below applies where the Data Service is delivered in a Metro Area. Where the Services are delivered in Regional Areas or Remote Areas, the Target Restoration Time is altered as follows:

AREA	ADDITIONAL TARGET RESTORATION TIME
Regional Area	24 hours
Remote Area (excluding Christmas Island)	48 hours
Christmas Island	As per Data Services outside Australia (clause 5.8)

SERVICE TABLES

DATA SERVICES OVER FIBRE DELIVERED BY IGNITE

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability (excluding Unprotected Services)	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.7%	5%
			< 99.7% - 99.5%	10%
			< 99.5%	20%
Service Availability Target for Unprotected Services	-	24x7x365	≥ 99.9%^	-
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	30 Business Days	-
	On-Net 40	BH	50 Business Days	-
	Off-Net	BH	50 - 70 Business Days	-

TABLE 4: DATA SERVICES OVER IGNITE FIBRE

⁺ Ignite reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

^{*} With respect to an Unprotected Service, the Target Restoration Time is based on the location of the fault, not the location to which the Service is delivered. For example, if a fault occurred 200km away from the nearest end-point location and that end-point location was in a Metro Area, the Target Restoration Time would be based on that of a Regional Area as 200km would place the fault in a Regional Area.

[^] 99.5% service availability target for Indonesian terrestrial network.

DATA SERVICES OVER ENHANCED 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	70 Business Days	-

TABLE 5: DATA SERVICES OVER ENHANCED ACCESS

⁺ Ignite reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

DATA SERVICES OVER STANDARD ACCESS

(includes 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	12 hours	-
	P2	24x7x365	24 hours	-
	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	30 Business Days	-
	Off-Net	BH	50 Business Days	-

TABLE 6: DATA SERVICES OVER STANDARD ACCESS

⁺ Ignite reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

DATA SERVICES OVER BASIC 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	50 – 70 Business Days	

TABLE 7: DATA SERVICES OVER BASIC ACCESS

⁺ Ignite 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, Ignite will respond according to the following table:

CATEGORY	SLA **	PERIOD	TARGET	NOTES
IP WAN – Managed Router	24x7x4	24 hours x 7 days	4 hours	Ignite will arrange as appropriate either on-site attendance* by an engineer or remote access to diagnose and rectify the Incident within applicable SLA
	8x5xNBD	Business Days	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.

** Defined by geographic location as specified in Service Order.

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	4 hrs	-
	P2	24x7x365	8 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	30 Business Days	-
	On-Net 40	BH	50 Business Days	-
	Off-Net	BH	50 – 70 Business Days	-

TABLE 9: DARK FIBRE SERVICES

UNIFIED COMMS

(Including Voice Services)

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability: Voice Services except Call Recording, Audio and Video Conferencing	-	24x7x365	≥ 99.9% <99.9%	- 10%**
Service Availability: Call Recording, Audio and Video Conferencing	-	24x7x365	≥ 99% <99%	- 10%**
OTT Services	-	-	Reasonable Endeavours	-
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 Ignite has a reservation of geographic numbers for the area	BH	10 Business Days* + Applicable Data Service delivery timeframe	-
	Where Ignite does not have a reservation of geographic numbers for that area	BH	25 Business Days* Applicable Data Service delivery timeframe	-
Service Delivery National Inbound Services	Simple Services	BH	5 Business Days*	-
	Complex Services	BH	10 Business Days*	-
Hardware Failure	All	BH	5 Business Days	-

** For the relevant Customer Site and excludes Rebate on hardware charges. Calculated as a percentage % of previous months monthly recurring charge for the service. The rebate does not include actual call charges.

* The time required for number porting is excluded. Longer Service delivery time is applicable for services with complex configuration or with more than 500 channels/users. Voice service delivery timeframes are also impacted by Data Service delivery timeframes (Please refer to applicable Data Services SLAs)

^ Excluding Hardware Failure and Incidents or Service Requests in respect of Smart UC, Virtual Connect, UC-one software & International call termination.

+ Ignite reserves the right to charge additional fees for service requests in accordance with the service schedule.

UC & COLLABORATION – ISDN & PSTN LINES (FIXED LINE VOICE)

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	-	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	-	-
	P2	24x7x365	-	-
	P3	BH	-	-
	P4	BH	-	-
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	PSTN/ISDN2	BH	5 - 15 Business Days	-
	ISDN 10/20/30	BH	15 - 40 Business Days	-

TABLE 11: ISDN & PSTN LINES SERVICES

+ Ignite reserves the right to charge additional fees for service requests in accordance with the service schedule.

IGNITE CORPORATION PTY LTD | ABN 70 169 082 795 | www.ignitecorp.com.au | 1300 000 446 |

info@ignitecorp.com.au

PO BOX 420, North Sydney, NSW 2060

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			Dependent on the product or solution. Ignite will notify in each case.	

TABLE 12: CLOUD SERVICES

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

* The service delivery target for Cloud Services applies only to the setup of base Cloud environment, and does not include custom configuration, data, system or VM migration work.

COLOCATION

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability, defined as	-	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	Ignite DC	BH	10 Business Days	-
	Third party DC	BH	40 Business Days	-

TABLE 13: 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

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 15: BUSINESS CONTINUITY

* Response time commences upon receipt by Ignite 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 Ignite 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.

SECURE SD-WAN

CATEGORY	SLA	PERIOD	TARGET	NOTES
Hardware Failure	24x7x4	24 hours x 7 days	4 hours	Ignite will arrange as appropriate either on-site replacement* by an engineer or delivery of replacement device to rectify the Incident within applicable SLA
	8x5xNBD	Business Days	24 hours	
	Reasonable endeavours	N/A	NA	
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	-

TABLE 16: SECURE SD-WAN

* For rural and remote Customer Sites reasonable travel time will be added to the Response Time or delivery of a replacement device by courier service may be provided.

** Defined by geographic location as specified in Service Order.

Please note that in the event that the incident relates to an issue with an Access Circuit provided by a third party the Ignite SLA does not apply.

The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Ignite are within the Service before reporting the fault.

Ignite may charge for Service Requests in accordance with the Service Schedule and its then current Professional Services Rate Card.

6. DEFINITIONS

- 6.1 In this Service Level Agreement (SLA), the following terms have the meaning set out below:
- › **Additional Target Restoration Time** has the meaning set out in clause 5.6 of this document.
 - › **Basic Access** means the level of service which applies where Data Services are provided in part by a 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 Ignite 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 Ignite to the Customer.
 - › **Colocation Services** has the meaning set out in the Colocation Service Schedule which is made available by Ignite 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 Ignite 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 Ignite to the Customer.
 - › **Data Services** includes:
 - Ethernet (Point-to-Point, Point-to-Multipoint and Multipoint) and Ignite Cloud Connect as defined in the Ethernet Service Schedule,
 - IP Transit and other Internet as defined in the Internet and IP Transit Service Schedule;
 - IP WAN as defined in the IP WAN Service Schedule;
 - UC Access as defined in the Unified Comms Service Schedule; and
 - Wavelength Services as defined in the Wavelength Service Schedule,which are made available by Ignite to the Customer.
 - › **DDoS Protection Service** means the service provided by Ignite to protect the Customer from Distributed Denial of Service (DDoS) attack using traffic scrubbing, filtering, black holing or other actions.
 - › **Enhanced Access** means the level of service which applies where Data Services are provided in part by a 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 cable cuts caused by third parties, 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.
- > **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.
- > **GPO** means the general post office in a city or town.
- > **Hardware Failure** means an intrinsic fault with the Ignite 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 Ignite from time to time.
- > **Metro Area** means an area within Australia bounded by a radial distance up to and including 50km from the GPO in Adelaide, Brisbane, Canberra, Darwin, Hobart, Newcastle, Melbourne, Perth and Sydney or where no GPO is available, the town hall.
- > **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 Ignite Network and Customer infrastructure.
- > **Off-Net** means a Customer Site where Ignite Infrastructure is not available or civil works are required where distances greater than 1km.
- > **On-Net 20** means a Customer Site where Ignite Infrastructure is available or nearby and civil works are not required.
- > **On-Net 40** means a Customer Site where Ignite Infrastructure is nearby and civil works are required.

- > **On-Net EoC** means a Customer Site where Ignite Infrastructure is able to deliver Ethernet transmission service using bonded digital subscriber line technology.
- > **OTT Services** means Over The Top services and refers to the connectivity architecture where SIP connection between the customer and Ignite is established over the internet and not via a private connection. To remove doubt OTT refers to all cases of connectivity over the internet irrespective customer's internet service provider.
- > **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.
- > **Regional Area** means an area within Australia with a distance of more than 50km and less than or equal to 500km from the GPO in the closest Metro Area.
- > **Remote Area** means an area within Australia with a distance of more than 500km from the GPO in the closest Metro Area.
- > **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 reported by the affected customer to the Ignite Support Centre, and resolution of the Incident or fulfilment of the Service Request.
- > **Scheduled Maintenance** means the planned periods when Ignite 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 Ignite may advise the Customer.
- > **Secure SD-WAN Service** means has the meaning set out in the Secure-SD WAN Service Schedule which is made available by Ignite 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 Ignite 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** means the process of setting up the service. The 'Target' service delivery timeframe is dependent upon many factors of which some are beyond Ignite' reasonable control including, but not limited to, potential issues related to access to properties, permits, availability from upstream suppliers, cooperation and assistance from Customers, heritage, geological and other planning issues.
- > **Service Delivery Point** means the sites specified in the Service Order where Ignite will install the Ignite Equipment.
- > **Service ID** means the reference identification number allocated by Ignite to the Customer's Service Order or Service (whichever is applicable).
- > **Service Level** means the measured and reported achievements attained by Ignite against one or more Targets.
- > **Service Management System** means the system Ignite uses to manage Incidents, Requests and Customer communications.
- > **Service Order** means the agreement for the provision of a Service by Ignite, 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 Ignite to deliver Ignite services to the Customer.
- > **Unprotected Service** has the meaning set out in the applicable Ethernet service schedule and Wavelength service schedule. Where Unprotected is not defined in the product service schedule, those services are not considered Unprotected.
- > **Ignite** means either Ignite Corporation Pty Ltd (ABN 70 169 082 795) or their related bodies.
- > **Ignite Equipment** means any items or equipment owned or used by Ignite in the provision of a Service that is:
 - provided by Ignite to the Customer for use as part of or in connection with the Services; or
 - to which Ignite permits the Customer to access as part of, or in connection with, any Services.
- > **Ignite Infrastructure** means any items, equipment owned or used by Ignite including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by Ignite including, without limitation, Ignite Equipment.
- > **IgniteOne** means the interface that enables the Customer to create quotes and access information about a Service.
- > **Ignite Support Centre** means the Ignite work group which provides support to Customers for the recording and management of Incidents and Service Requests.
- > **Voice Services** includes SIP Trunk, Call Recording, Smart UC, Virtual Connect, UC-One, Audio and Video Conferencing, Carrier Voice Connect and SIP Voice Connect as defined in the applicable product Service Schedules which are made available by Ignite to the Customer.