

TELEGATE PTY LIMITED

SERVICE LEVEL AGREEMENT

V3.0

1. Introduction

Telegate Pty Ltd is committed to the design, construction, operation and service of a quality IP Telephony network on which Australian businesses can depend. This documents describes the service level commitment to Telegate customers. This Service Level Agreement (SLA) is applicable to all Telegate services.

2. Definitions and Scope

End User is the customer that uses the VOIP service

Telegate refers to Telegate Pty Ltd, its staff and its authorized agents

Support is the support provided to customers not on a premium package. Support can be classified into two categories:

- a) **Service Request** is a user request for information, advice, or for a standard change
- b) **Fault Reporting** is a user request for support to address an unplanned interruption or reduction in the quality of the service provided by Telegate.

Support Ticket refers to the case reference that corresponds to a Service Request or Fault report.

Standard Support Ticket refers to a Service Request or a Fault Report that has minimal impact to normal operations.

Emergency Support Ticket refers to a major service affecting issue, requiring urgent attention, where standard service levels are significantly degraded, or there is a serious revenue impact. For example, being unable to successfully process any or a majority (more than 50%) of calls, all or a majority of services are unavailable, or an intermittent problem with serious revenue impact.

Service Levels means the service levels as specified in this Service Level Agreement and as updated by Telegate from time to time.

Service Level Agreement means this document (and any updates published), which describes the Service Levels for the relevant network services.

3. Service Request and Fault Reporting

Service Requests and Fault Report can be submitted to Telegate 24 hours per day, 7 days per week. Telegate will receive service requests or a fault reports by phone or email from the customer. Submissions are logged and documented and a Support Ticket number will be provided as reference as detailed in section 6 of this SLA. Response Time is within the applicable coverage window, and is in accordance with sections 4 and 5 of this SLA.

Please note that fees may be charged for effort expended in response to false faults.

4. Response and Restoration Targets

'Response Time' is the time from when Telegate receives a fault call or email from the customer, to the time that we provide a status advice to the customer with an indication of the nature of the fault and estimated time to restore service.

'Restoration Time' is the time taken from when Telegate receives a fault call from the customer, to the time that the service is restored to technical standards.

Response Time during Business hours: 1 business hour
Restoration Time during Business hours: 4 business hours

Response Time outside Business hours: 2 business hours
Restoration Time outside Business hours: 8 business hours

*** NOTE:

- (a) Priority will always be given to Emergency Support Tickets
- (b) Restoration time may change if the issue requires to be escalated to a supplier, carrier or vendor.
- (c) Additional charges may apply for on-site visits.
- (d) This does not include basic moves, adds and changes or specific project work. Moves, adds and changes are within 2 business days and project work will adhere to project plan.
- (e) For reporting emergency support issues, Telegate strongly recommends to call the support number rather than use email especially during weekend after hours.

5. Coverage Window

'Coverage Window' refers to the Telegate hours of operation for service response and restoration.

Business Hours

Telegate Support has 24x7 support coverage

***NOTE

- a) Although Telegate operates 24x7 Support, restoration times may change if the issue requires to be escalated to a supplier, carrier or vendor.
- b) Saturday support after 6pm until 9am the next day will be attended to by an on call support engineer. Sunday support from 6pm until 8am the next day will be attended to by an on call support engineer. The restoration time outside business hours is applicable. Emergency Support will be provided free of charge, however other cases not involving support will incur a fee.

After Hours

After hours support will be provided for any support related incidents. Please note that any adds, moves or changes are not classed as support and will incur a fee.

6. Service Request and Fault Report Communications

In the event of a service request and fault report, Telegate will communicate with the customer as follows:

- (a) Receive request or fault: by phone or email from the customer and Telegate will provide a support ticket number as reference.
- (b) Response: as per target response times above in section 4.
- (c) Progress Advice: Telegate will contact the customer every n hours, or more frequently if agreed, with a progress report on the ticket status. ' n hours' is equal to the target restoration time number of hours, depending on coverage window.
- (d) Close Off: Telegate will contact the customer upon restoring service and confirm that the service is operating satisfactorily.

7. Proactive Outage Notifications

7.1 Major Outages

In the event that a network outage should occur with the potential to impact multiple end customers, Telegate will pro-actively communicate to customers via email as follows:

- (a) **Initial Outage Advice** target within 10 minutes of Telegate being aware of the outage. This

notice will advise of the existence of the outage and is sent prior to further information being available.

- (b) **Progress Advice** an initial Progress Advice notice will be sent within 1 hour after Telegate being aware of the outage. Subsequent notices will be sent every 2 hours thereafter until the service is restored. Details will include estimated restoration time and nature of the fault when available.
- (c) **Close Off** advice that the service is restored will be sent as soon as service restoration is completed

It is the customer's responsibility to ensure that Telegate has the correct and current list of nominated contacts and their contact details at all times.

7.2 Planned Service Outages

Telegate will use best efforts to provide at least 7 working days notification of any scheduled or planned service outage to those customers that may be affected. Where practicable, Planned Service Outages will occur well outside normal business hours.

- (a) Telegate may plan a service outage to conduct necessary maintenance or upgrades to its network. Planned Service Outages may also originate from 3rd party carriers who are providing services to Telegate.
- (b) Telegate will notify all affected customers via email. The email will include the details of the planned service outage

In circumstances where an emergency service interruption is required, Telegate reserve the right to undertake the service interruption without any notice. In such cases Telegate will use its best efforts to notify the customer prior to disruption. Notification via email may be used in case of an emergency service interruption.

8. Service Availability

'**Service Availability**' is defined as the percentage of time each service is available to the customer during the course of a year. The service availability is calculated in accordance with the following formula:

$$\text{Service Availability for period} = \frac{\text{Total hours for the period less unavailable hours}}{\text{Total hours for the period}} * 100$$

'**Unavailable Hours**' is the total number of hours that the service is unavailable due to issues with the Telegate network except for programmed outages.

The Telegate network includes any infrastructure, servers, gateways or hosted services owned or operated by Telegate

$$\text{Service Availability} = \underline{\underline{99.999\%}}$$

9. Service Level Agreement Terms & Conditions

- (a) Telegate will use reasonable endeavours to meet the service levels for the VoIP service
- (b) The calculated achieved service availability level will not be affected where service issues are caused directly or indirectly by:
 - (i) Any act or omission by customer or 3rd party
 - (ii) Scheduled maintenance
 - (iii) Unscheduled maintenance in cases of emergency

10. Service Level Agreement Terms & Conditions

- (a) If Telegate consistently fails to meet its SLAs then a customer may issue a breach notice.
- (b) If Telegate does not remedy the breach within 7 days after receiving the notice or
- (c) The breach is incapable of being remedied then the customer may terminate the contract giving 30 days' notice without penalty.