

SERVICE TERMS AND CONDITIONS

Service Schedule SLA Hardware

Clean, readable text edition for website publication.

Document	Service Schedule SLA - Hardware
Category	Service Schedule
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Service Schedule SLA - Hardware

Service level agreement for supplied and managed telephony equipment.

Document

Category

Service Agreement

Owner

Source version

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Contact

applied for website publication.

C9 GROUP | Service Schedule SLA - Hardware

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Acceptable Use

Definition and Scope The expressions "We", "Our" and "Us" refers to Cloud Nine Communications Pty Ltd trading as C9 GROUP. The expressions "You" and "Your" refer to the customer.

This Service Schedule is for the supply of Telephony Hardware and installation of Hardware. It will apply to the first, and any subsequent Service Orders executed by the Customer and C9 GROUP. It is limited to the telephony equipment that has been purchased from C9 GROUP and we have direct control of. Services provided by third parties including but not limited to the following are covered by the SLA of the respective third parties.

a. Internal cabling b. Sockets (Voice and/or Data) c. Patch Panels and Patch Leads d. Internal networking

e. General IT support and maintenance

2 The Customer must read and agree to all Terms and Conditions, in the C9 GROUP SFOA and this Service

Schedule

The Customer is responsible for any required cabling works to be done at the customer premises if it's not included in the service order. C9 GROUP can provide this service at additional cost.

Quality of Hardware 3 The Hardware supplied to the Customer shall:

a. conform in all material respects with their description and the Hardware Specification.

b. be free from material defects in design, material, and workmanship; and c. be of satisfactory quality (within the meaning of the Australian Consumer Law) d. s e u m u s a a e a s u that:

a. notice of rejection is given to C9 GROUP:

in the case of a defect that is apparent on normal visual inspection, within five Business Days of i.

Delivery.

in the case of a latent defect, within a reasonable time of the latent defect having become apparent;

and ii.

None of the events listed in clause below apply.

C9 GROUP shall not be liable for the Hardware' failure to comply with first clause if:

a. the Customer makes any further use of such Hardware after giving a notice b. the defect arises because the Customer failed to follow the provided oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice.

c. the defect arises because of C9 GROUP following any drawing, design or Hardware Specification supplied by the Customer.

d. the Customer alters or repairs such Hardware without the written consent of C9 GROUP.

the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working e.

conditions; or f.the Hardware differs from the Hardware Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

If the Customer rejects the Hardware under this clause, then the Customer shall be entitled to require C9 GROUP to repair or replace the rejected Hardware.

The terms of this Agreement shall apply to any repaired or replacement Hardware supplied by C9 GROUP.

Except as provided in this clause 3. C9 GROUP shall have no liability to the Customer in respect of the Hardware' failure to comply.

Delivery of Hardware

4 C9 GROUP shall deliver the Hardware to the location set out in the Order or such other location as the Hardware is ready.

Delivery of the Hardware shall be completed on the completion of unloading of the Hardware at the Delivery Location.

Any dates quoted for delivery of the Hardware are approximate only, and the time of delivery is not of the essence. C9 GROUP shall not be liable for any delay in delivery of the Hardware that is caused by a Force Majeure Event or the Customer's failure to provide C9 GROUP with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.

If C9 GROUP fails to deliver or procure the delivery of the Hardware, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement hardware of similar description and quality in the cheapest market available, less the price of the Hardware. C9 GROUP shall have no liability for any failure to deliver the Hardware to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide C9 GROUP with adequate delivery instructions for the Hardware or any relevant instruction related to the supply of the Hardware.

If the Customer fails to take delivery of the Hardware within three Business Days of C9 GROUP notifying the Customer that the Hardware are ready, then except where such failure or delay is caused by a Force Majeure Event or by C9 GROUP's failure to comply with its obligations under the Contract in respect of the Hardware:

a.delivery of the Hardware shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which C9 GROUP notified the Customer that the Hardware were ready; and b.C9 GROUP shall store the Hardware until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

If ten Business Days after C9 GROUP notified the Customer that the Hardware were ready for delivery the Hardware and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Hardware or charge the Customer for any shortfall below the price of the Hardware.

C9 GROUP may deliver the Hardware by instalments, which shall be invoiced and paid for separately.

Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

Service Schedule and SLA - Hardware

Installation of the Equipment This clause only applies if as specified in the order, we are to install the Equipment.

When requested we will connect the Equipment to the telephone network at an additional cost fixed by us. We are not responsible for delays in providing network access to your Site.

We will endeavour to install the Equipment at the Site by the Proposed Installation Date as specified in the order.

Installation of the Equipment may only be performed during normal working hours (8 am-5 pm, Mon-Fri). If you request us to install at another time, there may be additional charges.

We are not responsible for any problem(s) which occur during an installation unless we caused the problem directly or the problem is related to the direct performance of the Equipment. If a problem occurs which we did not cause and we must fix it, there may be additional charges.

It may be necessary to change the Equipment because of a problem which we did not cause. In that case, the price as specified in the order may also change. You will be advised when the Equipment is fully installed and functioning correctly. We will provide basic instruction on the features of the Equipment.

We may cancel this order by written notice to you if you have not enabled installation of the Equipment to take place - a uuey aeos ano soy salewep sn Aed m no suaa eu ui aea uoeesus asood au jo sep oe u scheduling, and other administration costs as determined by us.

Preparing the site for Installation 6 Before we must install, you are responsible for preparing the Site for installation of the Equipment. We will tell you what work is required and if you have not done that work by the time we come to install (on a date that is agreed with you) you may be charged a visit fee and installation will be re-scheduled.

ad o sn moe o sasad no jo seae e o ssane pue ueae aens ud ro asuosa ae no our work. If the Proposed Installation Date needs to be re-scheduled and notice is not received at least 48 hours prior, you may be charged a visit fee and installation will be re-scheduled.

You are responsible for getting any council or other approval(s) as required for our work to be carried out.

You must ensure the working environment is clean and safe for us to perform our work

Our Warranty

The warranty period for each item of the Equipment and installation workmanship, if installed by us, is as detailed in the Warranty Schedule contained within these terms and conditions.

We warrant that, for the warranty period, the Equipment will be free of defects caused by faulty work done or materials + used in making it or faulty work done by us in installing it.

But we only have to repair or, at our option, replace the Equipment at no charge to you. In the case of software, we will against us.

This warranty is void if the Equipment, or any warranty sticker on the Equipment, has been tampered with.

This warranty only covers the Equipment and not anything else (such as things attached to it or the wiring already at the Site).

This warranty does not cover defects caused or contributed to by you or others or by abuse or misuse of the Equipment.

clips, toner, and batteries are excluded from warranty.

Warranty Schedule

General Equipment Warranty

- 12 months repair or replacement warranty for all new Equipment.
- 3 months repair or replacement for refurbished Equipment.

We cannot and do not claim to control the supply of any Equipment. If required, our best efforts will be used to locate a suitable replacement and we will offer any viable temporary alternatives, at our sole discretion, to assist

you in operating during this period. This can sometimes take 90 days or more and we will advise you of any delays or difficulties in sourcing replacement equipment.

No warranty is provided of Software As Installation Warranty, 3 months for the workmanship and all the materials required to complete the installation.

We will resolve any Equipment related difficulties by providing verbal assistance or you must send us the faulty Equipment at your cost.

If when received and tested the Equipment is found to be in working order, we will return the Equipment to you at your cost.

If when received and tested the Equipment is found to be faulty, we will send you replacement Equipment at our cost.

You must pay all labour costs incurred during testing and for the return of Equipment to you.

Extended warranty of hardware can be purchased at the point of sale for additional cost. Terms and conditions in section 8 apply to extended warranty schedule.

Other Considerations 10 If any equipment is returned to us for repair, we are not responsible for any software, firmware, information, or memory data of yours contained in, stored on, or integrated with that equipment.

-We will not install third party software on the Equipment, and it is your responsibility to ensure that any third-party software licences are complied with.

If you ask us to install software products, we are supplying to you on equipment not provided by us, we will only do so and you understand and warrant that you do not use of that equipment or to any other software or data which may reside on that equipment.

We may, at our sole discretion, choose to resolve the difficulty by providing verbal assistance in person or via telephone, or fixing the fault by remote access, or coming to the Site to rectify the fault.

11 If you finance the Equipment, you must make all reasonable effort to allow us to receive prompt payment from the financier.

Once all or some of the Equipment is ordered, delivered and/ or installed or an arrangement has been made or attempted to supply the balance of the Equipment, you agree that we are entitled to prompt payment from the financier.

You must not unreasonably restrict a payment which we are otherwise entitled to under this or any other agreements.

Legal title to the Equipment 12 For cash sales, we own the equipment until 100% payment is made in full.

For financed sales, we own the Equipment until the financier has paid us everything owed to us under this Agreement.

set out in this Agreement.

If you have financed your goods Legal title to the equipment is in accordance with the finance company's terms and conditions.

Fault Reporting

13 Only customer authorised contacts may lodge faults directly with our Support Team. Faults can be reported in two ways:

By calling C9 GROUP Support Team on 1300 230 460; or

a.B b.By sending an email to: helpdesk@C9 GROUP.

Before contacting us, you should attempt to determine that the issues being experienced on the services provided by us are not the result of an internal issue and/or Your equipment.

You will need to provide all relevant information to assist C9 in identifying any services which may be affected, including but not limited to additional information requested by C9 and/or additional trouble shooting you may be requested to perform.

It is the responsibility of any authorised contacts on the account to relay to the customers own internal staff, any information or fault updates which are provided by C9 to you.

You accept that you will be required to pay the applicable call out fee for investigation of faults logged with our support team that are not the fault of C9

Fault Management

14 C9's standard service hours are from 0900 to 1700 AEST Monday to Friday excluding public holidays in Victoria.

Requesting field technicians to work outside the standard service hours will incur additional service charges.C9 will respond to and resolve faults in accordance with the service targets specified in this agreement. Our Support Team will manage any reported faults through to their resolution.

Ad, Moves and Changes to the existing config are not categorized as faults and wi be charged at additional cost in you are not on a maintenance plan.

15 hney au go sods au ooeau ui uoeoui essaau au e seu unsse sn ot nne e odan no aw au are provided, we will classify your fault in accordance with its severity.

a. Interrupted Faults -the delivery of hardware or the operation of an existing service is completely non-operational.

b.Non-Interrupted Faults - the operation of an existing hardware is degraded, but core business functions remain operational.

Event

Target Response Time

Interrupted Faults: 0 - 4 business hours The elapsed time, during standard RESPONSE TIME ser vic eh ours, between you reporting a fault to C9 and C9 providing the

Non-Interrupted Faults: 4-24 Business Hours

following details to you:

Initial diagnosis; and An estimate time to restore (ifknown) Update on the status of the faults Interrupted Faults: Regular or when made RESPONSE UPDATES available to C9 GROUP.

Non-Interrupted Faults: On a sig nific ante vent basis, or as otherwise agreed.

If you notice a service interruption or degradation and logs a fault with us, C9 GROUP will communicate the following to you:

Communications Type

Call Receipt and Confirmation - Answer Customer calls If possible, confirm the existence of a fault condition and confirm there is a fault issue requiring resolution.

whilst Customer is on the phone.

Response Advice - Initial notification to advise.

Target within 30 minutes of the issue being logged, unless otherwise agreed with the Customer.

the issue's progress and the latest expectation of a resolution timeframe.

Follow Up Advice - An updated notification of - every 4 hours; or the latest progress of the issue and expected resolution - as otherwise agreed with the Customer; or timeframe.

- in the event of changed circumstances.

Resolution Advice - Notification that the issue has been As soon as practical and with consideration to the resolved and a cause identified Customer's requirements.

Post Incident Resolution If an incident exceeds the target

5 Business Days from request, subject to incident

restore time C9 GROUP can provide a report with complexity and vendor analysis.

details of that incident, provided the Customer requests this report within 28 days of the service being restored.

All Site visits would attract the following charges -

Additional Support & Site; Visit Charges

Per Hour

Working Hours

Weekend

After Hours

\$150.00 \$180.00 \$250.00

Site Visit

18 Please refer to our Acceptable Use Policy available on www.c9group.com.au/termsandconditions