

SERVICE TERMS AND CONDITIONS

Service Schedule SLA Internet

Clean, readable text edition for website publication.

Document	Service Schedule SLA - Internet
Category	Service Schedule
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Service Schedule SLA - Internet

Service level agreement for fibre internet, nbn, fixed wireless, and 4G Backup services.

Document

Category

Service Agreement

Owner

Source version

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Contact

1800 000 299 | Sales@c9group.com.au applied for web site publication.

C9 GROUP | Service Schedule SLA - Internet

Service Schedule and SLA-Internet

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Definition and Scope The expressions "We", "Our" and "Us" refers to Cloud Nine Communications Pty Ltd trading as C9 GROUP. The This Service Schedule is for the supply of Internet Services. It will apply to the first, and any subsequent Service Orders executed by the Customer and C9 GROUP p s o a od saas aa anoo (aai a a Communications).

It is limited to the routers, switched, network termination device and network infrastructure that C9 GROUP has direct control of. Services provided by third parties in relation to Internet services including but not limited to the following are covered by the SLA of the respective third parties.

a.Internal cabling b.Sockets (Internet 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, this Service Schedule and Cis for the relevant Internet services.

The Customer is responsible for any required cabling works to be done at the customer premises. C9 GROUP can provide this service at additional cost.

A Technician will need to attend your premises to install this product; they do require access inside the property. The Technician may need to attend more than once. You will not be charged for these site visits unless you change a scheduled appointment. C9 GROUP is not responsible for these charges as they are imposed by a third-party supplier.

You must Provide the correct service address

Supply power for the Network Termination Unit (NTU) Ensure safe entry for the Technician to access the Main Distribution Frame (MDF) or Socket whichever comes first Supply a suitable installation location (i.e., communications rack or server rack for the service) Inform us if a site induction for the Technician is required availability and suitability of the requested technology option.C9 GROUP reserves the right to reject a Service Order for a Location if the Service does not pass the Service Qualification Check or the delivery type is not available at that location.

If a Service Order passes the Service Qualification Check, then C9 GROUP will take all reasonable measures to ensure the Service is delivered at the speed specified in the Service Order, at the location specified in the Service Order and for the Term specified in the Service Order.

If the End-User already has internet service with another supplier, then under some circumstance C9 GROUP may be able to move the customers service to the C9 GROUP's network without requiring a new connection to be made.

C9 GROUP will provide the Internet services to you to the best of its knowledge and expertise, and with all due care, skill, and diligence in accordance with the requirements of the agreement to meet the applicable service levels under the Service Level agreement.

In providing the service to You, C9 GROUP will use stable and proven technology and will use Personnel who a s, aee o asadxa pue apaou ss essau ae ssassod oe pe paouaadxa pue uaadoo ae and efficient provision of the

service to You.

C9 GROUP is just a reseller of internet services and depends on its suppliers on the quality of service.

Notwithstanding the foregoing, where Service is disrupted or suffers any fault, C9 GROUP will restore the Service to full performance and operation as soon as practicable and in accordance with this Service Level Agreement.

o aw patesa ue upniou uoea pue sedas ane, o ssalod au uo saepn ensa apod o aae restore the service.

Provision of Service

ao pue sasad jasn pu au uip apo aas aaui ue sueunso n ddns sns aos a details required.

Fibre and nbn TM internet service, standard provisioning lead times are 20-60 business days.

Specific Internet services may not be available at every location, due to several factors including but not limited to network topology, line distance, and the presence of an incompatible service.

Underlying services associated with fixed lines prior to NBN provisioning will need to be migrated to limit service disruption. As an example, fixed line number must be ported to a Vol P service to stop the fixed line number being disconnected during the NBN install.

Our Internet Services does not include the provision of cabling or equipment beyond the Network Boundary Point at customers premises.

Point and the desired location of the CPE.

In the case where additional work from the Network Boundary Point is required, the Customer agrees that it is responsible for ensuring the work is performed; and that Cabling work within NBPs/MDFs/IDFs, including installation of splitters/filters and the installation of cabling, must be performed by compliant registered cablers (see <http://www.acma.gov.au>).

To the extent permitted by law, C9 GROUP excludes all liability to the Customer howsoever caused, whether it be in contract, tort (including negligence), statute or at general law, for any loss suffered by the Customer in connection with the installation; and the Customer indemnifies C9 GROUP for any loss or damage suffered by C9 GROUP in connection with the installation activities.

C9 GROUP will use all reasonable endeavours to provide the Internet Service on the commencement date and o sadns st pue saed p uo iau lm suoenuo sase uew u eue afod auq paads or supply equipment, access, nbn TM tech visit etc. and therefore C9 GROUP will not be liable for any delay installing the services. Dates specified by the project manager are approximate. C9 GROUP will keep the Customer informed of its progress provisioning the Internet Service.

Installation targets are as following - CBD/Metro

Regional

Service

Fibre Internet

50 -70 Business Days

TBA nbn TM FTTp*

5 - 30 Business Days

nbn TM FTTN

nbn TM FTTB nbn'MHFC

nbn TM FW

nbn TM EE

NBN FTTp* - This is subject to service class level at the premises where it is being delivered to The Installation Lead Time Targets outlined in the table above are subject to the ready availability and capacity of installed network infrastructure.

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The Customer acknowledges that in some cases C9 GROUP will not be able to deliver the ordered service by the advised Installation Lead Time Targets, due to limitations imposed on C9 GROUP by Third Party Service Providers.

The Customer must be available for appointments set by C9 GROUP and Our contractor. In a shared building or office, the Customer must be available for appointments set by C9 GROUP and Our contractor. In a shared building or office, the Customer must be available for appointments set by C9 GROUP and Our contractor.

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

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 those of a personal or business nature. You will also need to provide details of any services which may be affected, including those of a personal or business nature.

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

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 will be charged at additional cost if you are not on a maintenance plan.

Fault Classification

At the time you report a fault to us, assuming that all the necessary information in relation to the symptoms of the fault are provided, we will classify your fault in accordance with its severity.

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

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

Event

Target Response Time

Interrupted Faults: 0 - 4 business hours Non- The elapsed time, during standard RESPONSE TIME

service hours, between you reporting a

fault to C9 and C9 providing the

Interrupted Faults: 4-24 Business Hours

following details to you:

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

Non-Interrupted Faults: On a significant event 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

If possible, confirm the existence of a fault condition Call Receipt and Confirmation - Answer Customer calls 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 the issue's progress and the latest expectation Customer.

of a resolution timeframe.

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

- in the event of changed circumstances.

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

resolved and a cause identified 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.

10 Small Business nbn TM is a nbn TM TC-4 product which is a best effort service and comes with no service availability guarantee and SLA. Target restore time is 12-48 hours within the metro area.

11 nbn TM fixed wireless is a nbn TM TC-4 product which is a best effort service and comes with no service availability guarantee and SLA. Target restore time is 12-48 hours within the metro area.

Service Level Agreement-4Gbackup

12 4G backup service runs on the OPTUS network and comes with no service availability guarantee and SLA

Service Level Agreement -nbn TM Fibre (nbn TM EE)

13 Low Co S delivers traffic as Excess Information Rate (Ei R) and as such is "best efforts" only.

High Cos delivers traffic with a Committed Information Rate (Ci R) only, intended to support services that demand low latency, jitter, and loss tolerance. Seeds are guaranteed to the network boundary point.

SAG referred to service agreement guarantee and e SLA refers to enhanced Service level agreement.

By default, all nbn TM EE products come with Standard support package. You are not eligible for essential and ultimate support level if you haven't enrolled into it on your service order.

e SLA-Target Restore Time SAG

Support Package

Standard

Best Effort

N/A Standard 12 hours

Essential

8 hours e SLA 99% Uptime SAG

Ultimate

5 hours e SLA 99.95% uptime SAG

14 C9 GROUP provides Fibre internet at a symmetrical 400 Mbps and 100 o Mbps internet using our suppliers network.

Fibre Internet service comes with 99.5% uptime guarantee availability with the following target restore time.

Fault Type

Target Restore Time

5 hours

Interrupted Fault

8 hours The Service at the Site is severely degraded, or significant aspects of the Customer's business operation are negatively impacted by inadequate performance of Fibre Internet The Service at the Site is impaired while most business operations remain functional.

24 hours

Un-interrupted Fault Should in any given month the Fibre internet service doesn't not perform to the Service Level Agreement (SLA), C9 GROUP will provide the Customer with a Service Level Rebate provided the Customer reported the fault (in accordance with Section 6). The rebate provided is listed in the following table:

<240 min <360 min >360 min

Aggregate Outage

<120 min Number of minutes over Target restore time 15%

% Of Monthly Recurring Charges Rebated

10% 20% No rebate The Customer will not be entitled to claim a rebate if C9 GROUP determines the fault was due to or to the extent caused directly or indirectly by- a.Act or omission of the Customer b.Failure of the Customer's equipment Failure of CPE not provided by C9 GROUP.

Was entirely a result of a third-party supplier to C9 GROUP.

During a maintenance session e.

You have claimed a Service Rebate related to this outage under a different Service Schedule f.

Permitted suspension by C9 GROUP of the service.

h.result of a "force majeure" event.

Credit Claim Process

15 The maximum Credit that will be given in a calendar month is 20% of the Monthly recurring Internet charges to the Customer for the affected Service at the Site which is the subject of the Claim.

A Credit will only be given where:

The Customer has lodged with C9 GROUP a written claim ("Claim") for a Credit and provided C9 number. Credit claims are not accepted where a C9 GROUP Ticket has not been lodged.

b.The Customer is current with its payments for all undisputed invoices rendered before the Claim.

The Service offers credits or rebates.

d.Claims have been received by C9 GROUP within 5 Business days from the date on which the fault was restored. C9 GROUP will not be required to consider any claims submitted after 5 Business

Days

e.We have acknowledged to the Customer responsibility for the breach of the Service Level.

C9 GROUP will make an acknowledgement to the Customer within 30 days of the Customer lodging a Claim and shall provide reasons to the Customer if, for any reason, it denies liability for the Credit or breach of the Service Level. If the Customer disagrees with C9 GROUP denial of a Claim, it shall be entitled to exercise the dispute resolution procedures described in the terms and conditions agreed with the Customer Claims where the carrier has accepted responsibility will be applied to the Customer's billing during the month following C9 GROUP acknowledgment of responsibility for the breach of the Service Level.

Where a Service is the subject of a Fault, the Credit is the limit of C9 GROUP liability to the Customer.

Service Claims must be submitted via email to helpdesk@C9 GROUP The Service Level Rebates contained herein shall be the Customer's sole remedy for any downtime in the Internet Service.

Scheduled Maintenance

16 a o a aa susss aa wad n e a sanban sns sn am network and to roll out new features to enhance the user experience or fix network faults. Wherever possible we shall provide the Customer with 5 business day's written notice of a planned outage.

Network Equipment Warranty

17 We warrant that the Equipment i.e., switches, routers will perform in accordance with the Supplier's Specific ations for the warranty supplied by the vendor from the date of delivery unless extra warranty has been purchased from us by the customer. This warranty will not apply if the Equipment has a. Been altered, repaired, or maintained by a 3 rd party not approved by C9 GROUP b. Not been operated in a suitable environment in accordance with its specific ations; or been subjected to abnormal physical or electrical stress, misuse, negligence, or accident.

After Hours Support Call Out Fees

18 All Site visits would attract the following charges if the fault logged with C9 GROUP is identified to be caused due to third party product or services or a user issue.

The customer is also liable to pay the following site visit fees if they are not on a maintenance plan.

The charges mentioned below are not applicable to level 3 support.

Additional Support&Site; Visit Charges

Per Hour

Working Hours

After Hours

Weekend

Over the phone \$75.00 \$125.00

Site Visit

\$120.00 \$180.00 \$250.00

Level 3 Support

\$300.00 \$230.00 \$300.00

Invoiceand Payment

19 Fixed Charges relating to internet service are charged monthly in advance.

You must pay all charges detailed in the service order

For more information, please read our SFOA available on www.c9group.com.au/termsandconditions

Acceptable Use

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