

SERVICE TERMS AND CONDITIONS

Service Schedule SLA Voice

Clean, readable text edition for website publication.

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Service Schedule SLA - Voice

Service level agreement for hosted voice, SIP Trunk, Teams Calling, and inbound services.

Document

Category

Service Agreement

Owner

Source version

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Contact

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

C9 GROUP | Service Schedule SLA -Voice

Service Schedule and SLA -Voice

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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 expressions "You" and "Your" refer to the customer.

This Service Schedule is for the supply of Voice Origination and Termination minutes over IP connection (the "Voice e asn a paxa sao as nbasns ue pe sy a o ide lm i a

Communications

This Service Level Agreement (SLA) covers Voice Services provided by Cloud Nine Communications Pty Ltd (C9 GROUP).

It is limited to the Telephony equipment, routers, software, and network infrastructure that C9 GROUP has jou nq upnu saas aaupue Auoudl di o uoeau ui saed p Aq papod saas jo pouo pa 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, this Service Schedule and CIS for the relevant Voice product.

The Customer must organize means of connection to C9 GROUP's SIP Servers either via public internet or by Virtual Private IP service from C9 GROUP, except in the following circumstances:

a.Customer orders 1300/1800 or any other toll-free number with the intent to divert its inbound calls to a third-party telephony service.

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.

C9 GROUP will provide the Hosted PBX, SIP Trunk, Microsoft Teams Calling or Inbound services to you to the 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 are competent and experienced and who possess the necessary skills, knowledge and expertise to facilitate C9's timely and efficient provision of the service to You.

Notwithstanding the foregoing, where and 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.

C9 agree to provide regular updates on the progress of fault repairs and rectification, including an estimated time to restore the service.

Provisionof Service

The Customer and C9 GROUP will agree on a standards-based interconnect for delivery of the Voice Service.

a. The delivery of the service will be via SIP over Public Internet (Voice over internet).

b. SIP over Layer 3 IP service provided by C9 GROUP (*Private IP") C.13/1300/1800 and similar inbound services can be terminated by C9 GROUP direct to the Customer's answering point.

For Services delivered via an IP connection supplied by C9 GROUP, the Customer is required to complete the relevant Service Order for such service. Note: for services supplied over public internet, the agreed SLA uptime is only guaranteed for the equipment of C9 GROUP and any outage that is outside of C9 GROUP network will not be counted as downtime for the purpose of Service Level Agreement.

A service with a SIP interconnect requires a SIP Trunk (Voice Access Trunk). This is the logical number of con-current calls for the Interconnect.

The Voice Service is delivered by default as bi-directional.

The IP Voice Service will accept the following codecs,

a. G 711 alaw, ulaw (20 ms Pac ket i zat ion) b. G 722 (20 ms Pac ket i zat ion) c. G 729 (20 ms Pac ket i zat ion) C9 GROUP number allocation The Customer agrees it will comply with the National Numbering Plan and any directives from the Australian Communications and Media Authority (ACMA). Specifically the Customer agrees to allocate numbers to End Users in a way consistent with the requirements of the National Numbering Plan.

Due to technical limitations, porting of some overseas numbers may not be supported.

Number Porting

6 You can only withdraw your authority to port this telephone number before the Electronic Cutover Advice is sent to your current Service Provider, which will be on or after the preferred cutover date specified in porting form.

C9 GROUP provides no guarantee that it can port your telephone number from your current Service Provider.

the data held by them. In this case you authorise C9 GROUP to correct the information and resubmit the may also be rejected for other reasons as stated in the LNP Industry Code.

C9 GROUP provides no guarantee that the telephone number will be ported within any specified timeframe.

Porting Hours of Operation are 8am to 5 pm AEST/AEDST Monday to Friday, excluding National Public Holidays. Cutover can only be initiated at least 2 business days after the porting Notification Advice is sent by C9 GROUP to your e aed ae oe jaon pansa aq o spaau ue paa s sanau od e fl lapod aas n least another 2 business days after the request is resubmitted.

In the event of a port, withdrawal, or reversal, C9 GROUP is not responsible for any period of outage.

You may have outstanding contractual obligations and costs owed to your current Service Provider. C9 GROUP is not liable for any such costs.

Only your telephone number will be transferred to C9 GROUP. This may result in the loss of any Value-Added Services that are associated with the service provided by your existing Service Provider (e.g, Voicemail).

If you wish to port your telephone number from C9 GROUP to another Service Provider, then you must contact the other Provider.

C9 GROUP reserves the right to charge a fee for porting your telephone number to or from C9 GROUP.

Local Number Portability (LNP) does not guarantee you can keep your telephone number if you move to different geographic location.

CLI The Customer will be permitted to pass its valid originating number where that number is a valid Local Service Number (as defined by the ACMA) or is presented in the E.164 format and where that service is completely within the administrative domain of the Customer or the Customer's End User.

For Customers on any of the unlimited call package, CLI support for outbound calls is not guaranteed.

Phone System Installation and Service Delivery

C9 GROUP will use all reasonable endeavours to provide the installation of hardware and Voice Service by the date Addns jo apod o saed p uo Aiau lm suouno o saseo Aue u aeu afod ino Aq pagas equipment, access, number porting 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 Voice Service.

Installation Target are as following, CBD/Metro area only - Phone System (Hosted & On-prem) 5- 10 Business Days

Up to 8 Weeks

Fault Reporting

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

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

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 o pasanba aq Aew no uoous alqnon jeuoppe jopue bo Aq pasanbau uoewou! leuogippe o pawl ou anq perform.

s pea o sa a o a o snoe a uo so psoc e po ios a si information or fault updates which are provided by C9 to you.

oddns no ym paao sney po uoesau o aa, no le alqedde au Aed o panbau aa lm no peu dae no team that are not the fault of C9

Fault Management

10 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 in you are not on a maintenance plan.

Ad, Moves and Changes 11 All Ad, Moves and Changes to you C9 X (Hosted PBX) will be charged as per our Fees and charges schedule available on our website.

If you have enrolled to a maintenance plan, then the plan will allow you to make certain number of changes at no cost.

Fault Classification

12 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.

Target Response Time & Communication;

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 RESPONSE UPDATES Interrupted Faults: Regular or when made 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 whilst Customer is on the phone.

and confirm there is a fault issue requiring resolution.

Target within 30 minutes of the issue being logged, Response Advice - Initial notification to advise.

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.

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

Service Level Agreement and Rebate

14 C9 GROUP provides the Voice Service with the following Service Levels - Service Availability(%) 99.90%.

Service up time is calculated as per c.

Service up time = Total hours for the period less unavailable hours/Total hours * 100 (Where 'Unavailable Hours' is the total number of hours that the service is unavailable, except scheduled service outages) d. Service up time is calculated for C9 infrastructure only.

e. C9 GROUP will use its best efforts to meet the service levels outlined above.

Should in any given month the Voice Service 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 9). The rebate provided is listed in the following table:

<300 min <45 min <135 min >300 min

Aggregate Outage

Minutes in Month during business hours

% Of Monthly Recurring Charges Rebated

10% 15% 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 services supplied by the Customer to the C9 GROUP CPE Was entirely a result of a third-party supplier to C9 GROUP.

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

g. Permitted suspension by C9 GROUP of the service.

h. Was the 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 voice 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 GROUP all evidence available to support such Claim including a C9 GROUP Ticket 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.

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.

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 Voice Service.

Scheduled Maintenance

16 C9 GROUP requires the ability to perform maintenance sessions to enhance the efficiency of the voice network and to roll out new features and software updates to enhance the user experience. There is an allocated interval for w Aepnes o wdot woy yruo Aaaa jo Aepy yt pue puz a uo snono ym suoissas auuauiw pauue AET. There may possibly be very short interruptions during scheduled maintenance sessions. Should a planned maintenance session require a greater time window than the default time slot or is of an emergency nature, notifications will be provided via email.

Emergency Services

17 When you dial "ooo' from the C9 GROUP Service, you will be connected to the Emergency Services. It is imperative that you understand that C9 GROUP's service cannot be utilized if there is a power outage, when your internet connection is interrupted or if the hardware you are using to access the service is in anyway flawed. We strongly recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen. It is illegal for you to relocate the service from one destination to another without informing C9 GROUP of the change required. Accordingly, you must advise C9 GROUP of any changes to your address details so that Emergency Service Calls are connected correctly.

Telephony Hardware SLA&Warranty; 18 We warrant that the Equipment i.e., handsets, routers will perform in accordance with the Supplier's Specific ati ons for 12 months from the date of delivery unless extended 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 ati ons; or been subjected to abnormal physical or electrical stress, misuse, negligence, or accident.

In case of hardware failure remote changes, support and technician visits will be quoted accordingly where there is no current maintenance agreement in place.

Please refer to the maintenance agreement document for full terms and condition.

After Hours Support Call Out Fees

19 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

Weekend

Working Hours

After Hours

Over the phone \$125.00 \$75.00 \$120.00 \$250.00

Site Visit

\$180.00

International Calls

20 We block access to all International Calls by default to avoid Toll Fraud and bill shock.

C9 GROUP will provide a 4-digit Pin code when you request to unlock the ability to dial international numbers.

aqisuodsau o alqei aou s pi d suoewno n ieut udae ae no slieo euoeatu xoun o usanba g o ssae inymejun guuia enpiu o Aua Aue jo tnsa au s! teun l auoudaja Aw uo saaieup Aue soy Aem Aue u my network or system.

International Call rates are subject to change without notice.

Invoice and Payment

21 Fixed Charges such as Plan Fees, Channel fees etc. associated with the voice service are charged monthly in advance.

Usage charges are charged monthly in arrears.

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

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

Telecommunications Customer Service Guarantee Waiver

23 In accordance with Parts 5 of the Telecommunication (Customer Protection and Service Standard) Act 1999 (Cth) [The Act], and the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) [CSG], C9 GROUP proposes that you waive your protection and rights under Customer Service Guarantee. As a customer, you are not obliged to waive your protection or rights, however because Voice Over IP technologies are not equivalent to standard telephone networks, you acknowledge that C9 GROUP reserves its right not to provide you with a service. In en as a a unoas seps au a panba pou s su e sis

The Protection and Rights you are waiving include:

Damages for breach of performance standards, as per section 116 of the Act.

a o tt uoas sad se spepues auad j yoeaq so sep suaed ioy a e.Right of Contribution, as per section 118 A of the Act.

Guaranteed maximum connection periods, as per the CSG.

Guaranteed maximum rectification period, as per the CSG.

h.Information to be given to Customers, as per the CSG.

Making and Changing Appointments, as per the CSG.

Service Guarantee Waive ra vai lab leon

information, please refer to Customer

www.c9group.com.au/termsandconditions