

IntraPower Terrestrial Pty Ltd

Service Conditions

On-Demand Services

Support Service Details

1. APPLICATION

- a. This document describes our service conditions for On-Demand Services for our customers.
- b. These terms and conditions apply to all support services and form part of our Customer Contract with you.
- c. These terms and conditions are not to be read in isolation and are in addition to, and must be read in conjunction with, our Basic Conditions at www.intrapower.com.au/terms
- d. "We", "our" or "IntraPower" means IntraPower Terrestrial Pty Ltd (ABN: 64 081 193 259), and "you", "your" or "Customer" means anyone that we supply a service to.

2. FAULT REPORTING, CLASSIFICATION AND RECTIFICATION

a. Fault Reporting

As soon as you become aware of any fault or issue with your Service, you must report it to us and request support by telephoning 1300 136 741 and selecting option 1 except if you are an "IP GOLD Customer" in which case you must call 1300 IPGOLD. These telephone numbers are available 24 hours a day, 7 days a week.

Alternatively you may choose to log a support request online via email, in which case you must provide all relevant correct information that is required to identify the Service and full details of the fault or issue. Before reporting a fault to us, you must take all reasonable steps to ensure that the fault is not a fault in any equipment located on your side of the service delivery point.

Once your support request is acknowledged, you will be provided with a reference number and notified of the "Fault Priority" that the request has been assigned via email or telephone call. IP GOLD Customers will receive a telephone call. We determine the Fault Priority classification for each support request using the classification criteria shown in the Fault Priority Classification Table below.

Fault Priority Classification Table

Fault Priority	Fault Explanation	Classification Criteria
Priority 1	Customer has lost 100% of service for a given site. Loss of connectivity for example results in Fault Priority 1 tickets. Immediate actions are taken in order to restore service with SLA time frames	Unacceptable Service Performance at Customer Sites The service is missing critical functionality. No workaround exists. Service failure or performance degradation that has a critical impact on Customer's primary business e.g., production sites.
Priority 2	Customer has a degradation of service for a given site.	Degraded Service Performance The service is missing critical functionality. A workaround exists, component failure or performance degradation affecting some users, not time critical, or a single user unable to perform their main job function.
Priority 3	Customer suffers from a light degradation of service with no impact on the business.	Light Degradation of Service No impact on business but a functional or performance improvement might be visible to the "User". Enquiry or request for information, problem that does not affect service. Single user able to operate normally but with some inconvenience.
Priority 4	Customer has a service query, for example, port forward to be added. Fault Priority 4 tickets	Modification of Service at Customer sites A modification or minor functional enhancement, and request for information (for example detailed

	are usually for adds, moves or modifications.	usage report)
--	---	---------------

b. Responding to Support Requests

We will respond to your support request within a specified target time, the “Target Time to Respond” or “TTR”. When we respond we provide status advice to you or your representative indicating the nature of the fault, classification type and the estimated time to restore service. The TTR commences from the time we log a support request and assign a Fault Priority. TTR commitments are contained in the Target Time to Respond Table below.

Target Time to Respond Table

Coverage Window	Target Time to Respond			
	Priority 1	Priority 2	Priority 3	Priority 4
All Customers Business Days Business Hours 7:30am - 5:30pm	30 Minutes	2 Hours	24 Hours	48 Hours
Standard Support Customers Outside Business Hours (5:30pm - 7:30am) or anytime on Saturday, Sunday, or Public Holiday	Next Business Day + 30 Minutes	Next Business Day + 2 Hours	Next Business Day + 24 Hours	Next Business Day + 48 Hours
IP GOLD Support Customers Outside Business Hours (5:30pm - 7:30am) or anytime on Saturday, Sunday, or Public Holiday	1Hour	3 Hours	Next Business Day + 24 Hours	Next Business Day + 48 Hours

c. Processing Support Requests

Once a support request has been acknowledged and a Fault Priority assigned, a Ticket Number will be issued and used to identify the support request. From the time that a Ticket Number is issued, we will use our best efforts to restore the Service within a specified target time “Maximum Time to Resolve” or “MTTR”.

MTTR commences on the next business day for any Ticket issued outside Business Hours. Please note that fees (\$180.00 per hour excluding GST) may be charged for effort expended in response to faults which are not within our Service, for example an electrical fault in your office.

In the event of cabling failure, line fault, exchange hardware/cabling failure, or failure beyond our network, we will arrange with the applicable Wholesaler for an authorised technician to visit the affected site or exchange. The time taken by the Wholesaler’s technician is in addition to the MTTR.

d. Fault Escalations

If MTTR is not achieved, IntraPower will escalate the Ticket to the next level as described below. You will be notified by email, telephone or SMS.

Level	Escalated To	Fault Priority 1	Fault Priority 2	Fault Priority 3/4
1	Team Leader	MTTR +15 minutes	MTTR +15 minutes	MTTR +15 minutes
2	General Manager	Level 1 + 1 hour	Level 1 + 2 hours	Level 1 + 48 hours
3	Operations Director	Level 2 + 2 hours	Level 2 + 8 hours	Level 2 + 96 hours
	Update Frequency	Every 30 minutes, if requested or as otherwise agreed	Every hour during business hours if requested or as otherwise agreed	Every business day if requested or as otherwise agreed

3. NOTIFICATIONS

a. Major Outages

In the event that a widespread outage occurs with the potential to impact multiple End Customers, we will pro-actively communicate to all affected End Customers. Customers with standard support contracts will be notified by e-mail; IP Gold customers will be notified by email, telephone call and phone message. It is your responsibility to ensure that we have the correct and current list of your nominated contacts and their contact details at all times. Outage Notifications will be as follows:

- **Initial Outage Advice:** target within 10 minutes of us being aware of the beginning of the outage and typically prior to diagnostic and further information being available. This notice will advise of the existence of the outage and is sent prior to further information being available.
- **Progress Advice:** an Initial Progress Advice notice will be sent within 1 hour after the beginning of the outage. Subsequent notices will be sent every 4 hours thereafter until the service is restored. Details will include estimated restoration time and the nature of the fault when available. For IPGOLD customers, Progress Advice notices will be issued every 90 minutes.
- **Restoration Advice:** once the issue has been resolved, a restoration advice notice will be issued to advise customers that the issue has been resolved and where possible a brief description of the issue.

b. Planned Service Outages

We will use our best efforts to provide 5 working days notification of any scheduled or planned service outage (“Planned Service Outages”) to affected End Customers. Where practicable, Planned Service Outages will occur between 12am and 6 am, on Saturday and Sunday, Eastern Standard Time.

The process for notifying of Planned Service Outages is as follows:

- We may plan a service outage in order to conduct necessary maintenance and upgrades to our network. Planned Service Outages may also originate from Wholesaler carriers who are providing services to us.
- We will notify you by email if you are affected. The email will include the details of the Planned Service Outage,

In circumstances where an emergency service interruption is required, we reserves the right to undertake the service interruption at the most appropriate time. In such cases IntraPower will use its best efforts to provide notification prior to any service interruption.

4. SERVICE AVAILABILITY TABLE

Priority	Incident Description	Measureable Outcome	Minimum Service Level	Rebate Rate	Target Service level
1	<p>critical:</p> <p>total or major failure of a Device or Software impacting on a large number of Users and having a critical impact on conducting business; or</p> <p>no immediate work-around for any Device, Application or Software.</p>	Response within 30 Service Minutes;	98%	1%	99%
		Resolve within 4 Service Hours;	98%	15%	99%
2	<p>high:</p> <p>partial failure of the Devices or Software impacting on multiple Users, or the impact is significant to conducting business; or</p> <p>an issue which reasonably has potential to be a priority 1 issue if not resolved within the periods allocated to priority 2 issues; or</p> <p>work-around may be available for any Device, Application or Software.</p>	Response within 2 Service Hours;	95%	1%	99%
		Resolve within 1 Service Day;	95%	10%	99%
3	<p>moderate:</p> <p>impact is moderate and affects a small number (less than 10% of the total number of users) or proportion of Users; or</p> <p>work-around, in most cases is available.</p>	Response within 24 Service Hours;	95%	1%	99%
		Resolve within 3 Service Days;	95%	5%	99%
4	<p>low:</p> <p>no impact to the User and work-around is available; or</p> <p>general inquiry or request for general information,</p>	Response within 48 Service Hours;	95%	1%	99%
		Resolve within 5 Service Days;	95%	2%	99%

5. FEE REBATES DUE TO SERVICE UNAVAILABILITY

Where we do not supply services at a level equal to greater than the Minimum Service Level we will provide you a service fee rebate for the affected service. The service fee rebate is calculated as a percentage of the monthly base service fee;

- (a) the percentage of the rebate is determined in accordance with the service level matrix above;
- (b) we will credit you the rebate amount against your next monthly invoice; and
- (c) the total aggregate rebate payable we will pay to you in respect of any month will not exceed 15% of the amount of the monthly base service fee.

Service Fee Rebate Calculation

Service Fee Rebate = Base Monthly Service Fee x Sum of Rebate Rates

Sum of Rebate Rates is the sum of each individual Rebate Rate (up to the monthly rebate limit as per 6 (c) above)

Each individual Rebate Rate is determined from the Service Rate Table as follows:

Rebate Rate equals zero when the Actual Service Rate percentage is greater, than or equal to the Minimum Service Level percentage or

Rebate rate equals the incident Rebate Rate when the Actual Service Level percentage is less than the Minimum Service Level percentage.

The Actual Service Level is calculated as follows:

Actual Service Level = $\frac{\text{number of incidents of each type that achieved the measurable outcome} \times 100}{\text{total number of incidents of each type}}$ (as a %)

Service Fee Rebate Calculation Example

incident type	total number of incidents	number achieving measurable outcome	service level achieved (1)	penalty service level (2)	Is (1) ≥ (2)?	rebate rate applicable
Critical (response)	1	1	100%	100%	Yes	0%
Critical (resolve)	1	1	100%	100%	Yes	0%
High (response)	3	3	100%	95%	Yes	0%
High (resolve)	3	2	66%	95%	No	10%
Moderate (response)	5	4	80%	95%	No	1%
Moderate (resolve)	5	5	100%	95%	Yes	0%
Low (response)	20	18	90%	95%	No	1%
Low (resolve)	20	19	95%	95%	Yes	0%
Total Rebate rate						12%

IntraPower Terrestrial Pty Ltd: Service Conditions: On-Demand Services

Rebate rate limit is 15% of the base managed services monthly fee						12%<15%
Actual rebate rate credit						12%

Service Fee Rebate Application

Rebates will be considered upon receipt of a written request using the Service Fee Rebate Application available at our website. This request must be received within 14 days of service restoration. We will assess and calculate if any rebate is due and, if due, we will apply a credit of the value of the rebate to the next monthly invoice for the Service. A rebate can only be claimed once, and applies to the accumulated service unavailability in a single month.

Service Fee Rebate Exclusions

Rebates do not apply where:

- You failed to provide access to your premises to resolve a service outage;
- You failed to co-operate with our technical staff in undertaking basic diagnostic tasks required to rectify the fault;
- The service unavailability is the direct result of a Planned Service Outage (See Section 7.2);
- The service unavailability is the direct result of a Power Outage directly or indirectly caused;
- You have modified or changed any aspect of the original installation without our consent;
- You failed to notify us of a fault with the service;
- You have outstanding undisputed invoices owing;
- We do not have full management of your router or other equipment used in providing the services;
- A Force Majeure Event occurred including:
 - any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;
 - any strike, lockout, work stoppage, or other industrial action;
 - any failure or delay, or other act or omission of the Customer or any third party (including third party Carriers and Carriage Service Providers), including cable cuts and failures to provide goods or Services or access to premises;
 - legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;
 - emergency maintenance requirements; or
 - any other event beyond the reasonable control of IntraPower.