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Service Level Agreement

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1. INTRODUCTION

- 1.1 This SLA covers services including (unless otherwise notified by CiFi) Data Services, Voice Services, Dark Fibre Services, Cloud Services, Managed SD-WAN Services, Business Continuity Services, DDoS Protection Services and Colocation Services.
- 1.2 CiFi may vary this SLA if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

2. SERVICE SUPPORT

SERVICE SUPPORT

- 2.1 CiFi will provide the Customer with access to the CiFi Support Centre 24 hours per day, 7 days per week to record an Incident or Service Request relating to the Services. Incidents or Service Requests are managed by the CiFi Support Centre and processed in accordance with ITIL best-practice guidelines to meet the applicable Targets for the Services. CiFi will escalate resolution and fulfilment activities to appropriately skilled resources including to vendor support services where necessary.
- 2.2 The CiFi Support Centre will receive an Incident or Service Request from a Customer via email, phone, CiFiOne or from automatic alerts that are generated from CiFi' Network Management Systems. Automatic alerts are logged as Incidents and will be addressed by the CiFi Support Centre.

CIFI SUPPORT CENTRE CONTACT

- 2.3 The CiFi Support Centre is the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests from the Customer. The CiFi Support Centre comprises of three separate support centres working together to provide 24x7 customer support. Contact details for the CiFi Support Centre are set out in the customer support quick reference guide which is provided to the customer upon completion of provision of the Service or is otherwise available upon request.
- 2.4 The Customer must report perceived Priority 1 (P1) and Priority 2 (P2) Incidents to the CiFi Support Centre by phone to ensure prompt attention and support.
- 2.5 All phone calls will be answered by a CiFi technician who will record the Incident or Service Request and assign a Priority. Where possible the CiFi technician will also convey a target restoration time to the Customer.
- 2.6 All emails to the CiFi Support Centre automatically raise an Incident or Service Request in CiFi' Service Management System and a unique ticket number is provided to the Customer by return email.
- 2.7 Where possible, Customers must provide a Service ID when reporting issues to the CiFi Support Centre.

CUSTOMER RESPONSIBILITIES

- 2.8 Prior to reporting an Incident to CiFi, the Customer must take all reasonable steps to ensure that the Incident is not a problem with any Customer Equipment or within the Customer's administrative domain. Some suggested actions are:
- > Perform a power recycle/reset of Customer Equipment.
 - > Perform a software reboot of IT systems.
 - > Record the status of indicators/LEDs on Customer Equipment.
 - > Run a diagnostic program (if available) on Customer Equipment and record the results.
 - > Record log files and traceroutes around the time of the event.
 - > Note any recent changes that were made.
- 2.9 Customers who rely on CiFi supplied customer premise equipment must specifically ensure that the equipment is receiving the required power and cooling to be operational.
- 2.10 It is vital that Customers provide CiFi with the correct information related to their service when reporting issues.
- 2.11 The more information a Customer can provide on the problem, the more accurately CiFi will be able to determine the root cause and implement a solution in the quickest timeframe. When contacting the CiFi Support Centre a Customer must, as a minimum, provide the following information:
- > Customer name;
 - > Service ID of the Service affected by the Incident (if available);
 - > Name and contact details of the person reporting the Incident on behalf of the Customer;
 - > Description of the Incident;
 - > Details of any diagnostics that have been performed by the Customer;
 - > Customer Site contact;
 - > Name and location of the Customer Site that is affected by the Incident; and
 - > Business or trading hours of the site.

INCIDENT MANAGEMENT

- 2.12 CiFi reserves the right to charge a Customer in the event that CiFi is called to diagnose an Incident that is subsequently proven to be in the Customer's Equipment, or infrastructure used by the Customer that is supplied by a third party provider (e.g. not CiFi or CiFi's third party suppliers). This also applies to Incidents that occur on CiFi Equipment or CiFi Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors.
- 2.13 CiFi defines Incident priorities as outlined in the table below:

SEVERITY LEVEL	DESCRIPTION
Priority 1	Severe business impact. Critical business services down.
Priority 2	High business impact. Non-critical services down. Service degradation
Priority 3	Minor service degradation, specific service functionality unavailable
Priority 4	A minor service issue

TABLE 1: INCIDENT PRIORITIES 1 TO 4

- 2.14 CiFi will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this SLA.
- 2.15 CiFi does not guarantee that a Service will be restored within the times specified in the service tables in section 5 of this SLA however, CiFi will use all reasonable endeavours to restore a Service within the times specified.
- 2.16 When an Incident is logged, the CiFi Support Centre will:
- > Agree with the Customer the level of Priority to be allocated to the Incident;
 - > Record the Incident in the CiFi' Service Management System and assign and quote a unique ticket number to the Customer;
 - > Manage any necessary escalations, remotely or at the Customer Site, to restore services within target restoration times;
 - > Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and
 - > Advise the Customer when the Incident has been resolved via phone or email.

SERVICE REQUEST MANAGEMENT

- 2.17 Any urgent Service Requests logged via email should be followed up with a phone call to the CiFi Support Centre with business justification for the urgent request.
- 2.18 CiFi defines Service Request priorities as outlined in the table below:

SEVERITY LEVEL	DESCRIPTION
Priority 5	Service Request is required to ensure continual operation of the business
Priority 6	Service Request that has minimal impact to continual operation of the business
Priority 7	Service Request that is non urgent, has no impact and is not required for continual operation of the business

TABLE 2: SERVICE REQUEST PRIORITIES 5 TO 7

- 2.19 CiFi will respond to Service Requests and work to fulfil a request as detailed in the service tables in section 5 of this SLA.
- 2.20 CiFi does not guarantee that a request will be fulfilled within the times specified in the service tables in section 5 of this SLA however, CiFi will use all reasonable endeavours to fulfil a request within the times specified.

ESCALATION FOR INCIDENTS OR SERVICE REQUESTS

2.21 In the event:

- > Customer's expectations have not been met;
- > Customer is of the opinion that progress on an Incident or Service Request is unsatisfactory; or
- > Incident or Service Request has not been resolved within SLA,

The Customer may escalate in accordance with the support escalation matrix which is made available on delivery of service or from CiFi upon request.

POST INCIDENT REPORTS

2.22 Upon request by a Customer, for Priority 1 Incidents, CiFi will use its reasonable endeavours to provide a draft post incident report within 48 hours from the time the service was restored. A full report will be provided within 5 Business Days thereafter. The post incident report will detail:

- > Details of the incident including impact to service(s)
- > Timeline of activities
- > Fix or work-around
- > The root cause
- > Mitigation strategies

3. SERVICE AVAILABILITY AND REBATES

SERVICE AVAILABILITY

- 3.1 CiFi's technology platforms for delivering the Services are constructed using industry leading vendor equipment. The Targets for the relevant Services are described in the service tables located in section 5 of this document.

REBATES

- 3.2 The Customer is entitled to a Rebate as set out in section 5 of this SLA for the relevant Service where:
- > CiFi has failed to meet a Service Availability Target or Response Time Target against which a Rebate is applicable as stipulated in the service tables located in section 5 of this document; and
 - > Customer has made a claim for the Rebate in accordance with section 3.3 within 5 Business Days of the end of the month in which the Incident was restored.
- 3.3 In order to lodge a claim for a Rebate the Customer must make a written request containing reasonable details as required by CiFi, and if applicable in the form provided by CiFi which may be updated from time to time. Claims for Rebate must be submitted via email to support@cifi.com.au
- 3.4 Once a claim is received, CiFi will review and calculate the Rebate (if applicable) and credit it to the Customer's account by deducting the Rebate from the Monthly Service Fee payable in the following month. A Rebate is not redeemable for cash.
- 3.5 CiFi is not required to provide Service Availability during, and the Customer is not entitled to any Rebate for, any failure or failures by CiFi to meet any Target that results from any of the following occurrences:
- > an Excluded Event;
 - > Scheduled Maintenance;
 - > Customer Equipment or an Incident on the Customer's side of the Service Delivery Point;
 - > Customers removal of any CiFi Equipment;
 - > any failure to immediately report the Incident to CiFi;
 - > the improper use, alteration, or damage of the Service by Customer;
 - > Service suspension in accordance with the relevant Service Order (if applicable);
 - > modifications to the Service made by Customer or any party instructed or contracted by Customer and not provided or approved in writing by CiFi;
 - > unavailability due to the service being ordered or provided as an Unprotected Service;

4. SCHEDULED MAINTENANCE

- 4.1 It is necessary from time to time to perform Scheduled Maintenance to maintain CiFi Infrastructure. CiFi will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.
- 4.2 CiFi will provide the Customer with notice via email to the technical contact listed on the Service Order prior to the Scheduled Maintenance, containing relevant information duration & impact of the Maintenance window to customer services.

5. SERVICE TABLES

- 5.1 CiFi will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables.
- 5.2 The CiFi Target Restoration Time commences at the time the Incident or Service Request is first recorded with the CiFi Support Centre and ends on resolution of the Incident or fulfilment of the Service Request.

SERVICE DELIVERY

- 5.3 When CiFi receives a signed Service Order and all necessary information from the Customer, CiFi will commission the Service within the applicable timeframe for the particular Customer Site.
- 5.4 The service delivery timeframes set out in the service tables below are approximates only. The actual service delivery timeframe may be longer depending on the nature of the work required to be completed and a more precise estimate of the actual service delivery timeframe will be available once a Service Order has been received and assessed by CiFi. Unless expressed to the contrary in a Service Order, no remedies (including Rebates) are available for a failure to meet service delivery timeframe as specified in this SLA.

SERVICE TABLES

GOLD SLA

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.9%	-
			< 99.8% - ≥ 95.1%	5%
			< 95.1% - ≥ 90.1%	10%
			< 90%	20%
Service Availability Target for Unprotected Services	-	24x7x365	≥ 99.9%^	-
Incident Response Time	P1	24x7x365	< 12 hours	-
	P2	24x7x365	< 12 hours	-
	P3	BH	48 hours	-
	P4	BH	48 hours	-
Target Restoration Time*	P1	24x7x365	< 12 hours	-
	P2	24x7x365	< 12 hours	-
	P3	BH	48 hours	-
	P4	BH	48 hours	-
Service Request Response Time ⁺	P5	BH	48 hours	-
	P6	BH	48 hours	-
	P7	BH	N/A	-
Service Request Fulfilment Time ⁺	P5	BH	2 Business Days	-
	P6	BH	10 Business Days	-
	P7	BH	N/A	-
Service Delivery	On-Net 20	BH	< 30 Business Days	-
	On-Net 40	BH	< 60 Business Days	-
	Off-Net	BH	60 - 80 Business Days	-

TABLE 1: GOLD SLA

⁺ CiFi reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

BRONZE SLA

CATEGORY	PRIORITY	PERIOD	TARGET	REBATE
Service Availability	-	24x7x365	≥ 99.9%	-
			< 99.8% - ≥ 95.1%	5%
			< 95.1% - ≥ 90.1%	10%
			< 90%	20%
Service Availability Target for Unprotected Services	-	24x7x365	≥ 99.9%^	-
Incident Response Time	P1	BH	< 24 hours	-
	P2	BH	< 24 hours	-
	P3	BH	48 hours	-
	P4	BH	48 hours	-
Target Restoration Time*	P1	BH	48 hours	-
	P2	BH	48 hours	-
	P3	BH	72 hours	-
	P4	BH	72 hours	-
Service Request Response Time ⁺	P5	BH	72 hours	-
	P6	BH	72 hours	-
	P7	BH	N/A	-
Service Request Fulfilment Time ⁺	P5	BH	5 Business Days	-
	P6	BH	10 Business Days	-
	P7	BH	N/A	-
Service Delivery	On-Net 20	BH	< 30 Business Days	-
	On-Net 40	BH	< 60 Business Days	-
	Off-Net	BH	60 - 80 Business Days	-

TABLE 2: BRONZE SLA

⁺ CiFi reserves the right to charge additional fees for service requests in accordance with the relevant service schedule.

6. DEFINITIONS

6.1 In this Service Level Agreement (**SLA**), the following terms have the meaning set out below:

- > **Basic Access** means the level of service which applies where Data Services are provided in part by a service which is provided on the basis of mass market grade performance and a reasonable endeavour obligation to deliver.
- > **Business Day** means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.
- > **Business Hours (BH)** means 0800hrs to 1700hrs on any Business Day in the region in which the Service is provided.
- > **Complex Service Requests** means a request that involves specialised design activities to be undertaken to fulfil the request.
- > **Customer** means the party with whom CiFi has entered into an agreement to supply Services.
- > **Customer Equipment** means any hardware, software, equipment, systems and cabling provided by the Customer
- > **Customer Site** means sites from which the Customer connects to the Services.
- > **Data Services** includes:
 - Ethernet (Point-to-Point, Point-to-Multipoint and Multipoint) and CiFi Cloud Connect as defined in the Ethernet Service Schedule,
 - IP Transit and other Internet as defined in the Internet and IP Transit Service Schedule;
- > **ENNI** means External Network-to-Network Interface that provides the capability to exchange Ethernet frames.
- > **Excluded Event** means:
 - a breach of the relevant Service Order by the Customer;
 - a Force Majeure Event;
 - any act or omissions of a third party which affects the provisions of the Services, including cable cuts caused by third parties, failure to provide goods and services or access to premises;
 - a negligent, fraudulent or wilful act or omission of the Customer or its personnel; or
 - a failure of any of the Customer's Equipment.
- > **Force Majeure Event** means any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays the performance of, any of its obligations under the relevant Service Order including (without limitation):
 - forces of nature, any act of God, fire, storm or explosion;
 - any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
 - any action or inaction by any organ of government or government agency;
 - a change in any law including any new law; or
 - a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or regular supplier),

to the extent that the act, event or cause is beyond the reasonable control of the affected party.

- > **GPO** means the general post office in a city or town.
- > **Hardware Failure** means an intrinsic fault with the CiFi Equipment rendering it incapable of performing its primary function or intended purpose.
- > **Incident** means any issue that affects the normal operation of the Service.
- > **Invoice Period** means the period for which advanced payment of the Monthly Service Fee is required as set out in the Service Order or such other period as notified by CiFi from time to time.
- > **Metro Area** means an area within Australia bounded by a radial distance up to and including 50km from the GPO in Adelaide, Brisbane, Canberra, Darwin, Hobart, Newcastle, Melbourne, Perth and Sydney or where no GPO is available, the town hall.
- > **Monthly Service Fee** means the monthly recurring fees payable by the Customer specified in the Service Order.
- > **Network Management System** means the platforms and systems used to monitor the CiFi Network and Customer infrastructure.
- > **Off-Net** means a Customer Site where CiFi Infrastructure is not available or civil works are required where distances greater than 1km.
- > **On-Net 20** means a Customer Site where CiFi Infrastructure is available or nearby and civil works are not required.
- > **On-Net 40** means a Customer Site where CiFi Infrastructure is nearby and civil works are required.
- > **OTT Services** means Over-The-Top services and refers to the connectivity architecture where SIP connection between the customer and CiFi is established over the internet and not via a private connection. To remove doubt OTT refers to all cases of connectivity over the internet irrespective customer's internet service provider.
- > **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on Table 2 and Table 3.
- > **Rebate** means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.
- > **Regional Area** means an area within Australia with a distance of more than 50km and less than or equal to 500km from the GPO in the closest Metro Area.
- > **Remote Area** means an area within Australia with a distance of more than 500km from the GPO in the closest Metro Area.
- > **Response Time** means the time between an Incident or Service Request being recorded via phone or email and when an engineer has been assigned to work on the Incident or Service Request.
- > **Restoration Time** means the time between an Incident or Service Request being reported by the affected customer to the CiFi Support Centre, and resolution of the Incident or fulfilment of the Service Request.
- > **Scheduled Maintenance** means the planned periods when CiFi or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.
- > **Scheduled Maintenance Window** means the period set out in relevant Service Order or, if not set out in the relevant Service Order, 12am - 6am in the time zone the work is being carried out in 7 days per week or at such other times as CiFi may advise the Customer.

- > **Service** means the services described in section 1.1 with the options and features requested in the Service Order, and any related goods (including equipment) and ancillary services which CiFi supplies to the Customer in connection with that Service.
- > **Service Availability** means the percentage of time that the Service is available in a calendar month as a function of total time in the month less any Restoration Times.
- > **Service Delivery** means the process of setting up the service. The 'Target' service delivery timeframe is dependent upon many factors of which some are beyond CiFi's reasonable control including, but not limited to, potential issues related to access to properties, permits, availability from upstream suppliers, cooperation and assistance from Customers, heritage, geological and other planning issues.
- > **Service Delivery Point** means the sites specified in the Service Order where CiFi will install the CiFi Equipment.
- > **Service ID** means the reference identification number allocated by CiFi to the Customer's Service Order or Service (whichever is applicable).
- > **Service Level** means the measured and reported achievements attained by CiFi against one or more Targets.
- > **Service Management System** means the system CiFi uses to manage Incidents, Requests and Customer communications.
- > **Service Order** means the agreement for the provision of a Service by CiFi, signed on behalf of both parties.
- > **Service Request** means a request from the Customer for information, advice, add, move, change or access to an IT function.
- > **Standard Access** means the level of service which applies where Data Services are provided in part by a Third Party service which is provided on the basis of mid-level performance and assurance levels to deliver.
- > **Target** means the performance metrics (in the applicable table under the heading "Metric") outlined in section 5 of this SLA.
- > **Third Party** means a supplier that provides services utilised by CiFi to deliver CiFi services to the Customer.
- > **Unprotected Service** has the meaning set out in the applicable Ethernet service schedule. Where Unprotected is not defined in the product service schedule, those services are considered Unprotected.
- > **Urban Area**, in respect to Business Satellite, means an urban centre with a population equal to or greater than 10,000 people.
- > **CiFi** means CiFi Pty Ltd (ABN 61 637 574 317) or their related companies (as defined in the Companies Act 1993) and their authorised subcontractors and agents.
- > **CiFi Equipment** means any items or equipment owned or used by CiFi in the provision of a Service that is:
 - provided by CiFi to the Customer for use as part of or in connection with the Services; or
 - to which CiFi permits the Customer to access as part of, or in connection with, any Services.
- > **CiFi Infrastructure** means any items, equipment owned or used by CiFi including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by CiFi including, without limitation, CiFi Equipment.
- > **CiFi Support Centre** means the CiFi work group which provides support to Customers for the recording and management of Incidents and Service Requests.

