

Nexgen Australia

Service Level Agreement

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1. Introduction

This Service Level Agreement (SLA) covers all Telecommunication Services provided by Nexgen Australia Group Pty Ltd (Nexgen).

Nexgen provides services to our end- customers through a variety of wholesale providers, and therefore Nexgen's ability to deliver any and/ or all services subject to this agreement is limited to the availability and stability of these other networks.

Nexgen is only responsible for the delivery of any service specified in this agreement to the Main Distribution Frame (MDF)/ NBN Network Termination Device (NTD)/Arris Box at your premises.

The end-customer ("You") are responsible for anything beyond the MDF/ NTD / Arris Box, including but not limited to the following:

- (a) Internal cabling
- (b) Sockets (Voice and/or Data)
- (c) Patch Panels and Patch Leads
- (d) Configuration and Management of Modems or routers on site
- (e) Internal networking
- (f) General IT support and maintenance

2. Definitions

Interpretation

The expressions “We”, “Our” and “Us” refers to Nexgen Australia Group Pty Ltd trading as Nexgen Australia.

The expressions “You” and “Your” refer to the customer.

Customer means the customer identified in the Application for Telephone Services, also referred to in this agreement as “You”.

Interrupted Fault means a fault that renders a service completely non-operational

Metro means a location that is within the nearer of: a) the local calling area; or b) 50 kilometres of the GPO of Melbourne

Non-Interrupted Fault means a fault where the affected service is degraded but still operational.

Other Supplier/Provider means a Carrier other than Nexgen Australia, who supplies telecommunication services.

Premises means the site where the services have been agreed to be delivered.

Rural means a location that is greater than 250 kilometres from a town with a population of 10,000 or more people, as defined by the Australian Bureau of Statistics.

Service Restoration means the elapsed time during Standard Service Hours; a) between You reporting the fault via the Nexgen Service centre and the restoration of the Service; or b) between Nexgen responding to an alarm on the Nexgen network or an Attachment Circuit and the restoration of the Service.

Service Restoration Target means the period we anticipate restoring the fault.

Standard Service Hours means those hours during which the Nexgen Service centre (or equivalent Nexgen department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

Telecommunication Services means telephony and/or internet services as agreed between You and Us from time to time.

3. Faults

3.1 Fault Reporting

Only the customer, or authorised contacts may report Faults to the Nexgen Service Centre.

Before contacting us, the customer should attempt to determine that the issues being experienced on the services provided by us are not being caused by an internal issue and/or Customer's premise equipment.

You will need to provide all relevant information to assist us in identifying any services which may be affected; including but not limited to us requesting additional information and/or trouble shooting methods you will need to perform on site as required by us.

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 us to you.

Customer's are required to accept possible incorrect call out fees prior to Nexgen organising a field technician attending site.

3.2 Fault Management

Standard Service hours are 0900 to 1700 AEST Monday to Friday.

Field technicians requested outside standard service hours will incur service charges – Service charges are \$245 Plus GST for the 1st hour then \$120 Plus GST per hour after. These prices are subject to change.

Fault reporting hours are, 24 hours a day, 7 days a week.

We will respond to and resolve faults in accordance with our targets as specified in this agreement.

Our service centre will manage any reported fault through to its resolution.

3.3 Fault Classification

At the time you report a fault to us, given that all the necessary information in relation to the symptoms of the fault are provided, we will classify your fault according to 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 remaining business operations remain functional.

3.4 Target Response and Communication

The following provides the service, its definition and our Service Level Commitment:

Response Time	The elapsed time, during Standard Service Hours, between You reporting a fault to Nexgen and Nexgen providing the following details to You: - fault classification - initial diagnosis; and - an estimated time to restore (if known).	Interrupted Faults: 0 to 3 business hours. Non-Interrupted Faults: 4 Business Hours.
Progress Updates	Updates on the status of faults.	Interrupted Faults: Regular or when made available to Nexgen Non-Interrupted Faults: On a significant event basis, or as otherwise agreed.

In the event that a customer notices a service interruption or degradation and logs a fault with us, Nexgen will communicate with you as follows

Communications Type	Target Response Time
Call Receipt and Confirmation – Answer Customer calls and confirm there is a fault issue requiring resolution.	Personally, answer all customer calls within three minutes. If possible, confirm the existence of a fault condition whilst Customer is on the phone.
Response Advice – Initial notification to advise the issue’s progress and the latest expectation of a resolution timeframe.	Target within 30 minutes of the issue being logged, unless otherwise agreed with the Customer.
Follow Up Advice – An updated notification of the latest progress of the issue and expected resolution timeframe.	Every 4 hours, or - as otherwise agreed with the Customer, or - in the event of changed circumstances.
Resolution Advice – Notification that the issue has been resolved and a cause identified.	As soon as practical and with consideration to the Customer’s requirements.
Post Incident Resolution – If an incident exceeds the target restore time Nexgen can provide a report with details of that particular incident, provided the Customer requests this report within 28 days of the service being restored.	5 Business Days from request, subject to incident complexity and vendor analysis.

3.5 Planned Outages

Nexgen’s suppliers may schedule *planned outages* that in our reasonable opinion are necessary to maintain the network. Wherever possible we shall provide the Customer with 5 business day’s written notice of a planned outage.

In the case of an emergency maintenance needs to be conducted, Nexgen will endeavour to provide at least 24 hours’ notice.

3.6 Service Restoration and Availability Targets

Nexgen’s target restore time will depend on the severity of the fault; its initial diagnosis and classification; and the information provided at the time of logging the fault.

Product/Service	Restoration target	Availability
	CBD/Metro	Target
ADSL2+	12-24 Business Hours	N/A*
FIBRE	12-24 Business Hours	99.95%
Midband /EFM	12-24 Business Hours	99.9%
NBN FTTP	12-24 Business Hours	99.9%
NBN FTTN	12-24 Business Hours	99.9%
NBN FTTB	12-24 Business Hours	99.9%
NBN HFC	12-24 Business Hours	99.9%
NBN FW	12-24 Business Hours	99.9%
PSTN/ ISDN	12-24 Business Hours	99.9%
NBF VOICE	12-24 Business Hours	99.9%
NBS VOICE	12-24 Business Hours	99.9%

- (a) Availability is calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage.
- (b) Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between the Customer reporting a fault to Nexgen and confirmation to the Customer that the Service has been restored.
- (c) Some Non-Interrupted faults may require monitoring over a time period to effectively diagnose and resolve the problem and this will be advised to the customer as the fault is investigated.
- (d) Restoration time frames may be extended in the event of an outage. Estimated time of restorations will be advised in the event of an outage.
- (e) Restoration times may also be extended in the event of a cut or damage to a common cable in the street.
- (f) Restoration times are also subject to 3rd party infrastructure damages.

4. Provisioning

4.1 Installation Targets

Product/Service	CBD/Metro	Regional	Rural/Remote
ADSL2+	5 – 10 Business Days	10 – 20 Business Days	20 – 30 Business Days
FIBRE	Up to 45 Business Days	TBA	TBA
Midband/EFM	20 Business Days	20-30 Business Days	20-30 Business Days
NBN FTTP**	5 – 30 Business Days	5 – 40 Business Days	5 – 40 Business Days
NBN FTTN	5 – 15 Business Days	5 – 15 Business Days	5 – 30 Business Days
NBN FTTB	5 – 15 Business Days	5 – 15 Business Days	5 – 30 Business Days
NBN HFC	5 – 15 Business Days	5 – 15 Business Days	5 – 30 Business Days
NBN FW	5 – 15 Business Days	5 – 15 Business Days	5 – 30 Business Days
PSTN	5 – 10 Business Days	5 – 10 Business Days	10 – 15 Business Days
NBF Voice	20 Business Days	20 Business Days	20-40 Business Days
NBS Voice	5 Business Days	5 Business Days	5 Business Days
PORTING OF SERVICES	Up to 6 Weeks	Up to 6 Weeks	Up to 6 Weeks

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.

Nexgen will endeavour to adhere to the Installation Lead Time Targets where possible.

- (a) Installation Lead Time Targets assume that the relevant infrastructure and capacity is already established at the Customer Site. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised to the customer.
- (b) The Customer acknowledges that in some cases Nexgen will not be able to deliver the ordered service by the advised Installation Lead Time Targets, due to limitations imposed on Nexgen by Third Party Service Providers.
- (c) The Customer must be available for appointments set by Nexgen and Our contractor. In a shared building where access to the MDF and riser cables may be required, it is the Customers responsibility to organise it prior to the appointment.

5. Hardware SLA

5.1 Telephone system Response times

The below response times relates to customer's equipment that is currently under a maintenance agreement with Nexgen Australia or within the warranty period of 12 months.

At the time you report a fault to us, given that all the necessary information in relation to the symptoms of the fault are provided, we will classify your fault according to its severity:

(a) Critical Faults

- The delivery of agreed equipment or; the operation and functionality of an existing Phone System supplied and installed through Nexgen is completely non-operational

(b) Non-Critical Faults

- The operation of existing Phone System equipment is still functional, and only partially degraded, but remaining business operations remain functional.

Response times:

- Critical faults response time: 2 – 4 Business Hours
- Non-critical fault response time: 8-24 Business hours

Response times may vary during outages and high workload.

Refer to Nexgen Australia's Maintenance agreement for full terms and conditions.

We warrant that the Equipment will perform in accordance with the Supplier's Specifications for 12 months from the date of delivery. This warranty will not apply if the Equipment has:

- a) Been altered, repaired or maintained by a 3rd party not approved by Nexgen;
- b) Not been operated in a suitable environment in accordance with its specifications; or been subjected to abnormal physical or electrical stress, misuse, negligence or accident.
- c) Remote changes, support and technician visits will be quoted accordingly where there is no current maintenance agreement in place.