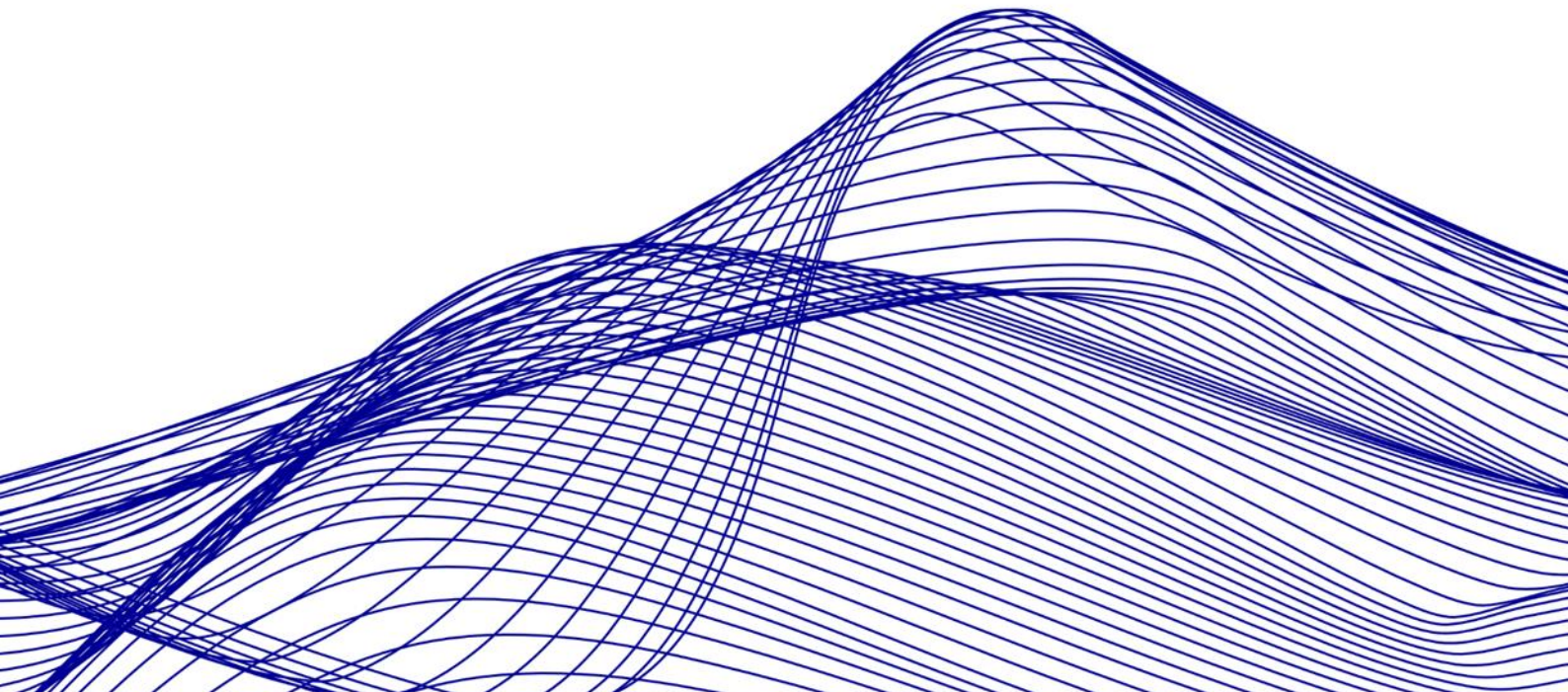




# Service Level Agreement

Version 1.2

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# Service Level Agreement

## 1. Introduction

1. This Service Level Agreement covers services (unless otherwise notified by Titan Telecoms):
  - a. Dark Fibre Services
  - b. Wavelength Services
2. Titan Telecoms may vary this Service Level Agreement 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

1. Titan Telecoms will provide the Customer with access to the Titan Telecoms Network Operations Centre (NOC) 24 hours per day, 7 days per week to record an Incident or Service Request relating to the Services it provides. Incidents are managed by the Titan Telecoms NOC and processed in accordance with industry best practice. Titan Telecoms will escalate resolution and fulfillment activities to appropriately skilled resources, including to vendor support services where required.
2. The Titan Telecoms Network Operations Centre (NOC) will receive an Incident or Service Request from a Customer via email or telephone, or from automatic alerts which are generated from Titan Telecoms' network management systems.

## 3. Contacting the Network Operations Centre

1. The Titan Telecoms Network Operations Centre is the primary point of contact for recording and managing Incidents and Service Requests raised by the customer.
2. Contact details for the Network Operations Centre are set out in the Escalation Matrix which is provided to the Customer upon completion of Service provisioning, or otherwise on request.
3. The Customer must report perceived Priority 1 (P1) and Priority 2 (P2) requests via telephone in addition to any other method of contact.
4. All phone calls will be answered by a Titan Telecoms technician who will record the Incident or Service Request, logged by the customer and assign a Priority.
5. All emails to the Titan Telecoms NOC will automatically raise an Incident or Service Request in Titan Telecoms Service Management System and a unique ticket number will be provided to the Customer via return email.

## 4. Customer Obligations

1. Prior to reporting an incident to Titan Telecoms, the Customer must take all reasonable steps to ensure that the Incident is not as a result of an issue with any Customer Equipment, or behind the point of demarcation.

2. Where Titan Telecoms has supplied Customer Premises Equipment in conjunction with the service, the Customer must ensure that the equipment is adequately powered and cooled.
3. When reporting an Incident, customers are obligated to ensure that Titan Telecoms receives the correct information relating to the service.
4. When contacting the Titan Telecoms NOC, customers must provide the following information:
  - a. Customer name;
  - b. Name and contact information of the person reporting the Incident on behalf of the Customer;
  - c. Service ID of the Service affected by the Incident (where applicable);
  - d. A description of the Incident;
  - e. Details of any troubleshooting or diagnostics performed by the Customer;
  - f. Customer Site contact;
  - g. Name and location of the Customer Site affected by the Incident;
  - h. Business or trading hours of the site; and
  - i. Any other information requested by Titan Telecoms relevant to managing or rectifying the Incident.
5. If the fault is determined to have occurred because of your equipment, configuration, or another element outside of Titan Telecoms' responsibilities, we reserve the right to pass on our costs incurred in restoring, remediating, or otherwise fixing the Service or Product.
  - a. This also applies to Incidents that occur as a result of negligent, or intentional misuse of Titan Telecoms equipment or infrastructure by the Customer, or its agents, suppliers, customers or contractors.
  - b. For the purposes of clarity, this does not include faults in the network of a third party used by Titan Telecoms in the delivery of your service.
6. Titan Telecoms defines incident priorities as outlined in the following table:

<b>Severity Level</b>	<b>Description</b>
Priority 1	Severe business impact. Critical business services are affected.
Priority 2	High business impact. Non-critical services are affected or degraded.
Priority 3	Minor service degradation. Specific service functionality unavailable or impact to business minimal.
Priority 4	A minor service issue.

7. Titan Telecoms will respond to Incidents and work to restore a service as detailed in the service table in Section 10 of this document.
8. Titan Telecoms does not guarantee that a Service will be restored within the times specified in the service tables in Section 10 of this document, however it will take all reasonable steps to restore a Service within the times set out in this table.
9. When an Incident is logged, the Titan Telecoms NOC will:
  - a. Collaborate with the Customer to determine the level of Priority to be allocated to the Incident;
  - b. Record the Incident in the Titan Telecoms Service Management System;

- c. Manage any necessary escalations, remotely or at the Customer Site, to restore services within the target restoration times;
- d. Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and
- e. Advise the Customer when the Incident has been resolved via phone or email.

## 5. Service Requests

1. Any urgent Service Requests logged via email must be followed by a phone call to the Titan Telecoms NOC with justification for the urgent request. Complex Service Requests should be raised with the Account Manager.
2. Titan Telecoms defines Service Request priorities as outlined in the table below:

Severity Level	Description
Priority 5	Service Request which is required to ensure continual operation of the business.
Priority 6	Service Request which has minimal impact to continual operation of the business.
Priority 7	Service Request which is non-urgent, has no impact and is not required for continual operation of the business.

3. Titan Telecoms will respond to Service Requests and work to fulfil a request as detailed in the service tables in Section 10 of this Service Level Agreement.
4. Titan Telecoms does not guarantee that a request will be fulfilled within the times specified in the service tables in Section 10 of this Service Level Agreement, however Titan Telecoms will use all reasonable endeavours to fulfil a request within the times specified.
5. When a Service Request is logged, Titan Telecoms will:
  - a. Collaborate with the Customer to determine the level of Priority to be allocated to the Incident;
  - b. Record the Incident in the Titan Telecoms Service Management System;
  - c. Manage any necessary escalations, remotely or at the Customer Site, to restore services within the target restoration times;
  - d. Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and
  - e. Advise the Customer when the Incident has been resolved via phone or email.

## 6. Escalations

1. In the event:
  - a. The Customer's expectations have not been met;
  - b. The Customer is of the opinion that progress on an Incident or Service Request is unsatisfactory; or

- c. The incident or Service Request has not been resolved within the Service Level Agreement

The Customer may escalate in accordance with the Escalation Matrix which is made available on delivery of the Service, or from Titan Telecoms upon request.

## **7. Post Incident Reports**

1. Upon request by a Customer, for Priority 1 Incidents, Titan Telecoms will reasonably endeavour to provide a draft post incident report within 96 hours from the time the service was restored. A full report will subsequently be provided within 7 Business Days thereafter. The post incident report will detail:
  - a. Details of the incident, including the impact to Service(s);
  - b. Timeline of activities
  - c. Fixes or workarounds;
  - d. Analysis or identification of the root cause;
  - e. Mitigation strategies;

## **8. Service Availability & Rebates**

1. Restoration Targets for the relevant Services are described in the service tables located in Section 10 of this document.
2. The Customer is entitled to a Rebate as set out in Section 10 of this Service Level Agreement for the relevant Service where:
  - a. Titan Telecoms 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 10 of this document; and
  - b. The Customer has made a claim for the Rebate in accordance with Section 8.3 within 5 Business Days of the end of the month in which the Incident was restored.
3. In order to lodge a claim for a Rebate, the Customer must make a written request containing reasonable details as required by Titan Telecoms, and if applicable in the form provided by Titan Telecoms which may be updated from time to time. Claims for Rebate must be submitted in writing to the Network Operations Centre, or your Account Manager.
4. Once a claim is received, Titan Telecoms 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.
5. Titan Telecoms is not required to provide Service Availability during, and the Customer is not entitled to any Rebate, for any failure or failures by Titan Telecoms to meet any Target that results from any of the following occurrences:
  - a. An Excluded Event;
  - b. Scheduled Maintenance;
  - c. Customer Equipment or an Incident on the Customer's side of the Service Delivery Point or demarcation;
  - d. Customers removal of any Titan Telecoms equipment;
  - e. Any failure to immediately report the incident to Titan Telecoms;

- f. The improper use, alteration or damage of the Service by the Customer;
- g. Service suspension in accordance with the relevant Service Order (if applicable);
- h. Modifications to the Service made by the Customer or any parts instructed or contracted by the Customer and not provided or approved in writing by Titan Telecoms;
- i. Unavailability due to the service being ordered or provided as an Unprotected Service;
- j. Failure of electrical power at the Service Delivery Point where the Service Delivery Point is not located in a Titan Telecoms facility.

## 9. Scheduled Maintenance

1. From time to time, it is necessary to perform Scheduled Maintenance to maintain Titan Telecoms Infrastructure. Titan Telecoms will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.
2. Titan Telecoms will provide the Customer with notice via email to the technical contact listed on the Service Order prior to the Scheduled Maintenance, excepting Scheduled Maintenance performed by Third Parties, as follows:

Type	Impact	Notice Period
Hazard	Work undertaken on Titan Telecoms infrastructure which may impact the Customer's Service if the work does not go as planned.	5 Business Days
Service Impacting	The Customer's Service will remain operational although impacted in some way, such as a brief switching outage or increased latency due to an alternative path.	5 Business Days
Outage	Customer's Service will be unavailable for the period outlined in the notice	10 Business Days
Emergency*	As per Hazard, Service Impacting or Outage	As soon as reasonably practicable.

\*Emergency means a planned activity that Titan Telecoms deems necessary to be performed at short notice in order to correct any issue on a business critical system or service, or to protect the business or organisation.

3. In the case where Scheduled Maintenance is performed by Third Parties, Titan Telecoms will provide the Customer with as much prior notice is as reasonably possible in the circumstances.

## 10. Service Tables

1. Titan Telecoms will reasonably endeavour to meet the Service Level for the relevant Service in the following tables.

2. The Titan Telecoms Target Restoration Time commences at the time the Incident or Service Request is first reported to the Titan Telecoms Network Operation Centre and ends on the resolution of the Incident, or fulfilment of the Service Request.

### Service Delivery

3. When Titan Telecoms receives an executed Service Order and all necessary information from the Customer, Titan Telecoms will commission the Service within the applicable timeframe for the particular Customer Site.

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 Titan Telecoms. Unless expressed to the contrary in a Service Order, no remedies (including Rebates) are available for a failure to meet service delivery timeframes as specified in the Service Level Agreement

#### Wavelength Services

Category	Priority	Period	Target	Rebate
Service Availability (excluding unprotected services)	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.7%	5%
			< 99.7% - 99.5%	10%
			< 99.5%	20%
Service Availability Target (unprotected services)	-	24x7x365	≥ 99.9%	-
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	24 hours	-
	P4	BH	48 hours	-
Service Request Response Time	P5	24x7x365	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfillment Time	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net	BH	30 Business Days	-
	Near-Net	BH	50 Business Days	-
	Off-Net	BH	70 Business Days	-

Table 1

### Dark Fibre Services

Category	Priority	Period	Target	Rebate
Service Availability	-	24x7x365	≥ 99.95%	-
			< 99.95% - ≥99.7%	5%
			< 99.7% - 99.5%	10%
			< 99.5%	20%
Incident Response Time	P1	24x7x365	15 mins	-
	P2	24x7x365	30 mins	-
	P3	BH	4 hours	-
	P4	BH	12 hours	-
Target Restoration Time	P1	24x7x365	4 hours	-
	P2	24x7x365	8 hours	-
	P3	BH	1 Business Day	-
	P4	BH	2 Business Days	-
Service Request Response Time	P5	24x7x365	2 hours	-
	P6	BH	4 hours	-
	P7	BH	24 hours	-
Service Request Fulfillment Time	P5	24x7x365	12 hours	-
	P6	BH	24 hours	-
	P7	BH	5 Business Days	-
Service Delivery	On-Net	BH	30 Business Days	-
	Near-Net	BH	50 Business Days	-
	Off-Net	BH	70 Business Days	-

Table 2

## 11.Nomenclature

1. In this Service Level Agreement, the following terms have the meanings as set out below:

- a. **Business Day** means a day which is not a Saturday, Sunday or public holiday in the region in which the Service is supplied.
- b. **Business Hours (BH)** means 0900hrs to 1700hrs on any Business Day in the region in which the Service is provided.
- c. **Complex Service Requests** means a request that involves specialised design activities to be undertaken in order to fulfill the request.
- d. **Customer** means the party with whom Titan Telecoms has entered into an agreement to supply Services.
- e. **Customer Equipment** means any hardware, software, equipment, systems, and cabling provided by the Customer.
- f. **Customer Site** means sites from which the Customer connects to the Services.
- g. **Dark Fibre Service** has the meaning set out in the Dark Fibre Service Schedule.
- h. **Wavelength Service** has the meaning set out in the Wavelength Service Schedule.



- i. **Excluded Event** means:
  - i.A breach of the relevant Service Order by the customer;
  - ii.A Force Majeure event;
  - iii.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;
  - iv.A negligent, fraudulent or wilful act or omission of the Customer, its contractors or its personnel; or
  - v.A failure of any of the Customers Equipment.
- j. **Force Majeure Event** means any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays in the performance of, any of its obligations under the relevant Agreement including, but not limited to:
  - i.Forces of nature, any act of God, fire, storm or explosion;
  - ii.Any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil unrest/commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination;
  - iii.Any action or inaction by any branch of government or government agency;
  - iv.Any change in law, including new law; or
  - v.A breakdown of plant, machinery or equipment, telecommunications failure, shortage 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.

- k. **Hardware Failure** means an intrinsic fault with the Titan Telecoms equipment rendering it incapable of performing its primary duty or intended purpose.
- l. **Incident** means any issue that affects the normal operation of the Service.
- m. **Invoice Period** means the period for which the advanced payment of the Monthly Service Fee is required as set out in the Service Order or other such period as notified by Titan Telecoms from time to time.
- n. **Monthly Service Fee** means the monthly recurring fees payable by the customer.
- o. **Network Management System** means the platforms and systems used to monitor the Titan Telecoms Network and Customer infrastructure.
- p. **Off-Net** means a Customer Site where Titan Telecoms infrastructure is not available.
- q. **On-Net** means a Customer Site which already has Titan Telecoms infrastructure installed in the building.
- r. **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on Table 1 or Table 2.
- s. **Rebate** means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.

- t. **Response Time** means the time between an Incident or Service Request being recorded and when an acknowledgment is sent to the customer.
- u. **Restoration Time** means the time between an Incident or Service Request being reported by the affected Customer to the Titan Telecoms Network Operations Centre, and resolution of the Incident or fulfilment of the Service Request.
- v. **Scheduled Maintenance** means the planned periods when Titan Telecoms or its suppliers perform maintenance activities, such as upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.
- w. **Scheduled Maintenance Window** means the period set out in the relevant Service Order or, if not set out in the 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 Titan Telecoms may advise the customer.
- x. **Service** means the services described in Section 10 with the options and features requested in the Service Order, and any related goods or chattels (including equipment) and ancillary services which Titan Telecoms supplies to the Customer in connection with that Service, or as outlined in the Service Order.
- y. **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.
- z. **Service Delivery** means the process of setting up the Service. The Target Service Delivery timeframe is dependent upon many factors, some of which are beyond Titan Telecoms' reasonable control, including but not limited to access to properties, permits, availability from upstream suppliers or wholesalers, cooperation and assistance from Customers, heritage, geological and other planning issues.
- aa. **Service Delivery Point** means the sites specified in the Service Order where Titan Telecoms will install the Titan Telecoms Equipment.
- bb. **Service ID** means the reference identification number allocated by Titan Telecoms to the Customer's Service Order or Service (whichever is applicable).
- cc. **Service Level** means the measured and reported achievements attained by Titan Telecoms against one or more Targets.
- dd. **Service Management System** means the system Titan Telecoms uses to manage Incidents, Requests and Customer communications.
- ee. **Service Order** means the agreement for provision of a Service by Titan Telecoms, signed on behalf of both parties.
- ff. **Service Request** means a request from the Customer for information, advice, adds, moves, changes or access to an IT function.
- gg. **Target** means the performance metrics (in the applicable table under the heading "Target") outlined in Section 10 of this Service Level Agreement
- hh. **Third Party** means a supplier that provides services utilised by Titan Telecoms to deliver Titan Telecoms services to the Customer.
- ii. **Unprotected Service** has the meaning set out in the applicable Service Schedule. Where Unprotected is not defined in the product service schedule, those services are assumed to be Unprotected.

- jj. **Titan Telecoms** means either Titan Telecoms Pty Ltd (ABN 72 933 239 096) or their related bodies corporate (as defined in the *Corporations Act 2001* (Cth.) and their authorised subcontractors and agents.
- kk. **Titan Telecoms Equipment** means any items or equipment owned or used by Titan Telecoms in the provision of a Service that is:
- i. Provided by Titan Telecoms to the Customer for use as part of or in connection with the Services; or
  - ii. To which Titan Telecoms permits the Customer to access as part of, or in connection with any Services.
- ll. **Titan Telecoms Infrastructure** means any items or equipment owned or used by Titan Telecoms including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by Titan Telecoms, including, without limitation Titan Telecoms Equipment.
- mm. **Titan Telecoms Network Operations Centre (NOC)** means the Titan Telecoms workgroup which provides support to Customers for the recording and management of Incidents and Service Requests.