

## Mr Fone Service Level Schedule

### BACKGROUND

- A. This is the Service Level Schedule referred to in an order for Services placed by the Customer on a member of the TPG group of companies, including AAPT Limited, TPG Network Pty Limited or PIPE Networks Pty Ltd and Soul Pattinson Telecommunications Limited (individually referred to as “Mr. Fone” in this document).
- B. Mr. Fone is committed to providing a reliable, high quality network. To back up the commitment, Mr. Fone offers Service Levels and Credits.
- C. This Schedule sets out Service Levels for the Services and the Credits that will apply if Mr. Fone does not deliver the Service in accordance with the Service Levels.

### OPERATIVE PROVISIONS

#### 1 Interpretation & Definitions

- 1.1 In this Service Level Schedule:

**Class of Service (CoS)** means the Class of Service for a Site as nominated by the Customer in the Order Form. **CPE** means the customer premises equipment at a Site, both software and hardware and whether or not supplied by MrPC.

**Credit** means a credit that may be given to the Customer under the Credit Claim Process. **Credit Claim Process** means the process set out in clause 5.

**Customer Trouble Ticket** means a ticket on Mr. Fone’s trouble ticketing system which issues Customer Trouble Ticket numbers and by which the rectification of Faults are tracked.

**Fault** means a problem in the operation of the Service to a Site (excluding Planned Outages and any Force Majeure Event) that is not a problem caused by the CPE at that Site, and which Mr. Fone, acting reasonably, has determined to be a problem Mr. Fone has responsibility to rectify.

**Fault Commencement Time** means the time at which a Customer Trouble Ticket is opened, provided that Mr. Fone has subsequently accepted that Customer Trouble Ticket.

**Fault Restoration Time** means the time at which the status on a Customer Trouble Ticket is changed to "Resolved".

**Fault Severity Table** means the table set out in clause 4.

**Metro** means a location that is within the nearer of the local calling area or 50 kilometres of the GPO, of Melbourne, Sydney, Brisbane, Adelaide, Perth or Canberra

**Planned Outage** means a means a period of time that MrFone may interrupt the supply of Services to the Customer other than an interruption which is less than 100 milliseconds in duration (a Nominal Outage) for routine maintenance or up-grading or other similar processes, after giving the Customer 5 Business Days prior notice, which outage does not exceed the period of time specified in that notice.

**POP** means a point of presence on the MrFone Network to which customer may be connected to obtain Service. **Regional** means a location that is neither Metro nor Rural

**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 Boundary Point** means the point at which the MrFone Network connects to equipment or cabling of the Customer.

**Severity** of a Fault is established on the basis of the Fault Severity Table.

**Site** means a location nominated in an Order Form from which the Customer obtains connectivity to the Mr Fone Network, but does not include locations from which the Customer dials into the Mr Fone Network.

**Target Restore Time** means the target amount of time for the restoration of a particular Fault depending on Severity set out in the Fault Severity Table.

- 1.2 In this Agreement, any capitalised words not otherwise defined in this document have the meaning set out in the Standard Terms referred to in the relevant Order Form.
- 1.3 Headings are for ease of reference only and do not affect interpretation.
- 1.4 A reference to a clause is a reference to a clause in this Service Level Schedule.
- 1.5 A reference to time is to Sydney, Australia time.

## 2 Service Provisioning

### 2.1 Installation Targets

- (a) Unless otherwise stipulated in an Order acceptance notification, the targets for installation of Services depend on the underlying infrastructure that Mr Fone will use to supply the Service and are as set out in the following table:

	Existing Mr. Fone Infrastructure		Third-Party Infrastructure or new Mr Fone Infrastructure
	New Service	Modification of Existing Service (not requiring change to physical access)	
Metro	35 Business Days	10 Business Days	55 Business Days
Regional	35 Business Days	15 Business Days	
Rural	N/A	N/A	N/A

- (b) Unless otherwise stipulated in an Order acceptance notification, the targets for installation of certain types of Service are as set out in the following table:

	Mr. Fone Infrastructure
<ul style="list-style-type: none"> <li>▪ vDC Link (Private e-LAN/IPVPN), vDC Link (Public), vInfrastructure, vServer</li> <li>▪ Reach Inbound (13/1300/1800) Call Plan – Simple</li> <li>▪ Reach Call Plan Manager Establishment</li> </ul>	5 Business Days
<ul style="list-style-type: none"> <li>▪ Reach Inbound (13/1300/1800) Call Plan – Complex</li> <li>▪ BizPhone</li> <li>▪ DCWave (for stocked interface types)</li> </ul>	10 Business Days

- (c) The installation targets are timeframes that commence from the date the Order acceptance notification is issued to the Customer.
- (d) The installation targets assume that the relevant infrastructure and capacity is already established at the Site. When infrastructure or capacity is not available, the targets will be advised at the time of Order acceptance.
- (e) Installation targets exclude time during which access is blocked by an owner or occupier of duct or any building.
- (f) Third Party Infrastructure refers to any Accesses that are not provisioned using Mr Fone owned infrastructure.
- (g) The Customer acknowledges that, in some cases, Mr. Fone will not be able to deliver the Service within the installation target, due to limitations imposed on Mr. Fone by third party service providers.
- (h) The Customer must be available for appointments set by Mr. Fone and its contractors. In a shared building where access to MDF and riser cables may be required, it is the Customer's responsibility to organise that access prior to the appointed installation time.
- (i) Failure to achieve the installation targets does not entitle the Customer to a Credit.

## 2.2 Modification Targets

(a) The targets for modifications to a Service are outlined in the table below.

Modification	Service on Mr Fone Infrastructure	Service on Third Party Infrastructure
<b>Physical Changes, including:</b> <ul style="list-style-type: none"> <li>▪ Service relocation (both within same building and to a new building)</li> <li>▪ Service bandwidth change requiring a change to the physical infrastructure</li> <li>▪ Any other modification requiring a change to the physical infrastructure</li> </ul>	See installation targets (above)	See installation targets (above)
<b>Logical Changes, including:</b> <ul style="list-style-type: none"> <li>▪ Service relocation between existing Accesses</li> <li>▪ Service bandwidth change not requiring a change to the physical infrastructure</li> <li>▪ Any other modification not requiring a change to the physical infrastructure</li> </ul>	5 Business Days	See installation targets (above)
<b>Cloud Changes to an existing vDC, including:</b> <ul style="list-style-type: none"> <li>▪ vDC Link (Private e-LAN/IPVPN), vDC Link (Public), vInfrastructure, vServer</li> </ul>	15 minutes	N/A
<b>Emergency Modifications, including:</b> <ul style="list-style-type: none"> <li>▪ Disaster Recovery Emergency Redirection</li> </ul>	2 Hours	N/A

(b) The modification targets are timeframes that commence from the date the Order acceptance notification is issued to the Customer.

(c) Failure to achieve the modification targets does not entitle the Customer to a Credit.

## 2.3 Operations

The Mr Fone service delivery centre operates Monday to Friday 0800 to 1800.

## 3 Service Assurance

### 3.1 Service Availability

- (a) Service Availability at a Site means the ability for communications to occur between the Service Boundary Point for that Site and:
- (i) for an IP-Line or CDN Service, the Internet;
  - (ii) for an e-Line, DCWave, OfficeWave or Dark Fibre Service, the other Site to which the Service is connected;

- (iii) for an e-LAN or IP-VPN Service, any one other Site in the same private network;
- (iv) for a Virtual Data Centre Service, the relevant Cloud region;
- (v) for a telephony service, the public switched telephone network (PSTN).

(b) There are four Grades of Service based on the Service acquired:

Grade of Service	Availability*	Service
Core	99.99%	Virtual Data Centre (excluding those listed elsewhere), Reach Voice
Premium	99.95%	Dark Fibre, e-Line (Business & Carrier), Fibre400, e-LAN/IP-VPN/IP-Line (TPG Fibre & TPG Mid-Band Ethernet only), SIP, ISDN, Virtual Data Centre (Point to Point & AWS), Protected or Diverse DCWave or OfficeWave
Standard	99.90%	All other products and access types (including all Services delivered via 3 <sup>rd</sup> Party Access)
Unprotected	99.50%	Unprotected DCWave or OfficeWave

\*Availability is measure of the average annual uptime for relevant Services across the MRPC network

(c) Subject to the Credit Claim Process, a Credit is given for Severity 1 Faults where the Fault Restoration Time is later than the Target Restore Time (outside a Rural area):

Number Of Hours Over Target Restore Time	Credit
Up to 2 hrs	10% of the monthly Charges that are payable in respect of the affected Site for the affected month.
> 2 and ≤ 4 hrs	20% of the monthly Charges that are payable in respect of the affected Site for the affected month.
> 4 and ≤ 6 hrs	30% of the monthly Charges that are payable in respect of the affected Site for the affected month.
> 6 hours	40% of the monthly Charges that are payable in respect of the affected Site for the affected month.

### 3.2 Service Performance (Network Latency, Packet Loss and Jitter)

Mr. Fone aims to achieve the following Service Level targets for packet loss, latency and Jitter across the core of the Mr. Fone Network (meaning from POP to POP).

IPVPN and e-LAN	Latency (One Way)	Jitter (One Way)	Max Packet Loss
RealTime-High	45ms	10ms	0.01%
RealTime-Low	45ms	10ms	0.01%
Interactive-High	60ms	N/A	0.1%
Interactive-Low	60ms	N/A	0.1%
Business Data	100ms	N/A	0.5%
Best Effort	N/A	N/A	N/A
<b>IP Line</b>	<b>Latency (Round Trip)</b>		
Domestic Internet	Less than 80ms	N/A	1%
International Internet	Less than 200ms	N/A	1%
<b>e-Line</b>			
e-Line Carrier		5ms	0.001%

e-Line Business		N/A	0.1%
e-Line Standard		N/A	N/A

Carrier & Business e-Line	Target One-way Latency (ms)					
	Brisbane	Sydney	Canberra	Melbourne	Adelaide	Perth
Brisbane	1	8	10	14	20	37
Sydney	8	1	3	6	12	28
Canberra	10	3	1	8	14	30
Melbourne	14	6	8	1	6	23
Adelaide	20	12	14	6	1	28
Perth	37	28	30	23	28	1

The performance metrics above are measured hourly based on the average of 12 polls taken at 5 minute intervals over a calendar month period.

### 3.3 Operational Targets

- (a) The Mr. Fone customer service centre operates 24 hours a day, 7 days a week, 52 weeks a year.
- (b) The targets that the Mr. Fone customer service team aim to achieve are as follows:
  - (i) *Response Time*: In respect of a Fault, the time taken for Mr. Fone to issue the Customer with a Customer Trouble Ticket number.
  - (ii) *Progress Updates*: Updates on the status of a Fault.
  - (iii) *Restore Time*: In respect of a Fault, the time taken between the acceptance of a Customer Trouble Ticket and when the status of that Customer Trouble Ticket is changed to "Resolved". The Customer Trouble Ticket is set to "Resolved" when the Service is restored to its normal operation or providing a temporary work-around that enables normal use of the Service.
  - (iv) *Planned Outage Notification*: Notification at least five Business Days in advance by telephone, e-mail or SMS. In the case where emergency maintenance needs to be conducted, Mr. Fone will endeavour to provide at least 24 hours' notice.

## 4 Fault Severity Table

Severity Scale	Description	Target Response Times	Progress Updates	Target Restore Time (see notes)*		
				Core	Premium	Standard
1	The Service at the Site is down or there is a critical impact on the Customer's business operation and no workaround is available.	15 minutes	Hourly	1 hour	4 hours	8 hours
2	The Service at the Site is severely degraded, or significant aspects of the Customer's business operation are negatively impacted by inadequate performance of Mr. Fone products.	1 hour	On a significant event basis, or as otherwise agreed.	8 hours	8 hours	Next Business Day
3	The Service at the Site is impaired while most business operations remain functional.	4 hours		24 hours	24 hours	3rd Business Day
4	The Customer requires information or assistance on Mr. Fone product capabilities, installation or configuration. There is clearly little or no impact on the Customer's business operation.	24 Business Hours		N/A	N/A	N/A

\*Notes:

- (a) An additional full Business Day is to be added to the Target Restore time if a) a Site visit is required in a

regional Site or b) the Access Tail is ADSL or NBN Access.

- (b) Sites that are in Rural areas are restored on a best efforts basis only and do not have a Target Restore Time.
- (c) Time during Mr. Fone is unable to access the Site or there is a disruption or delay in restoring the Service which is caused or contributed to by the Customer or any of its agents, customers or contractors will be added to the Target Restore Time.
- (d) Time during which there is a power interruption at the Site will be added to the Target Restore Time.

## **5 Credit Claim Process**

- (a) The maximum Credit that will be given in a calendar month is 40% of the amount billed to the Customer for the affected Service at the Site which is the subject of the Claim.
- (b) A Credit will only be given where:
  - (i) The Customer has lodged with Mr. Fone a written claim ("Claim") for a Credit and provided Mr. Fone with all evidence available to support such Claim including a Mr. Fone Trouble Ticket number. Credit claims are not accepted where a Mr. Fone Trouble Ticket has not been lodged;
  - (ii) The Customer is current with its payments for all undisputed invoices rendered before the Claim;
  - (iii) The Service offers credits or rebates;
  - (iv) Claims have been received by Mr. Fone within 30 days of the end of the month to which the Claim relates; and
  - (v) Mr. Fone has acknowledged to the Customer responsibility for the breach of the Service Level.
- (c) Mr. Fone will make an acknowledgement to the Customer within 30 days of the Customer lodging a Claim 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 Mr. Fone's denial of a Claim, it shall be entitled to exercise the dispute resolution procedures described in the terms and conditions agreed with the Customer.
- (d) Claims where Mr. Fone has accepted responsibility will be applied to the Customer's billing during the month following Mr. Fone's acknowledgment of responsibility for the breach of the Service Level.
- (e) Where a Service is the subject of a Fault, the Credit is the limit of Mr. Fone's liability to the Customer.