



SERVICE LEVEL AGREEMENT

30 OCTOBER 2019

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1 Introduction

- 1.1 DXN services are designed to be highly reliable and available. This Service Level Agreement (SLA) is an extension of DXN's commitment to providing its Customers with a quality service and outlines service availability targets for DXN services and how DXN manages service interruptions and service requests.
- 1.2 This SLA document covers Data Centre Services, Cross Connects and Internet Services.
- 1.3 DXN may vary the SLA document from time to time to add new services and provide operational and commercial updates and will do so without notification provided this variation does not impact the Customer in a materially adverse way.

2 Definitions and Interpretation

Defined terms in the Master Customer Agreement and Service Schedule have the same meaning in this SLA unless expressed to the contrary.

Business Day means Monday to Friday excluding any day that is a public holiday at the place that the Data Centre is located.

Business Hours means 08:00hrs to 17:00hrs on any Business Day in the Location where the Service is being provided.

Customer means the customer detailed in the Service Order and includes their employees, sub-contractors, agents and representatives.

Customer Administrator means the Customer representative who has been permitted by the Customer to access to their Private Area and who is authorised by the Customer to modify Services or purchase to additional Services.

Customer Equipment means any hardware, fixture, fitting or chattel (including cabling and any installed software) that is brought into the Location by the Customer or its End Users or on their behalf.

DCIM means the DXN Data Centre Infrastructure Management portal provided for Customer use.

DXN means The Data Exchange Network Limited ACN 620 888 548.

DXN Network means any telecommunications network, equipment, cabling or other infrastructure owned, controlled or utilised by DXN.

End User means a customer of the Customer.

Excluded Event has the meaning set out in clause 4.9.

Force Majeure Events mean events and causes beyond either party's reasonable control including, without limitation, fire, strike, war, acts of terrorism, riots, acts of any civil or military authority, acts of God, computer viruses, internet failures, judicial action, unavailability or shortages of labour, materials or equipment, failure or delays in delivery by vendors or suppliers or delays in transportation.

Location means the specific DXN data centre facility at which the Services shall be provided and as specified in the applicable Service Order.

Master Customer Agreement means the Master Customer Agreement between DXN and the Customer governing the terms and conditions on which Services are provided under relevant Service Schedules and any applicable Service Order(s).

Planned Maintenance means a maintenance event that has been scheduled by DXN and for which prior warning was provided to the Customer.

Service Schedule means the agreement describing the Service and conditions of use.

Rack means any relevant rack or cabinet, in whole or part and as set out in the Service Order.

Remote Hands means any technical assistance provided by DXN to the Customer on a fee for service basis.

Response Time means the time taken by DXN to respond to the Customer by acknowledging receipt of a Service Incident or Service Request and measured from the time the Service Incident or Service Request was lodged with DXN by the Customer.

Resolution Time means the time taken to resolve a Service Incident or Service Request, measured from the time the Service Incident or Service Request was lodged with DXN by the Customer.

Service means the colocation, internet and related services to be supplied by DXN as described in the Service Order and the applicable Service Schedule.

Service Available Date means when the Services are first provided for Customer's use.

Service Availability Target is the minimum percentage of available time in a month that DXN targets the Service will be available.

Service Delivery Point means the physical location that the Service has been delivered to.

Service ID means the identification number of the Service that has been allocated by DXN.

Service Interface means the physical network interface that allows the Customer to connect to the Service. This interface serves as the point of demarcation between the DXN Service and the Customer.

Service Incident means a degradation of the Service that impacts nominal operation of the Service.

Service Request means a Customer initiated request to change the current Service configuration or operation within the Service's normal operating parameters. A Service Request is not considered to be an Service Incident.

Supplier means any person who enters the Location at the Customer's request, including suppliers, consultants, contractors, agents, representatives or employees.

Support Centre means the DXN team that means which provides support to Customers for the recording and management of Service Requests and Service Incidents.

Third Party means any party other than the Customer or DXN.

3 Getting Support

3.1 The Customer will be provided with access to the DXN Support Centre 24 hours per day 7 days per week. The Support Center can be accessed via dedicated email address, phone or DCIM portal.

3.2 The Customer must notify DXN of a Service Incident or Service Request by using the official DXN Support Centre points of contact. Attempting to notify DXN through means other than the Support Centre will not constitute valid notification.

3.3 Customers are required to provide DXN with a Service ID or in the absence of a Service ID, provide

sufficient information about the Service to enable the DXN Support Centre to identify the Service in question.

- 3.4 Upon logging a Service Incident or Service Request, DXN will assign a ticket number and this is to be used as the reference in subsequent communications.
- 3.5 DXN will communicate updates to the Customer via DCIM, email, SMS or phone call as appropriate.
- 3.6 In order for DXN to maximise efforts in fault resolution, DXN will communicate with only one of the Customer's representatives, being the contact person nominated by the Customer in the applicable Service Incident or Service Request. It is the responsibility of the Customer to facilitate further communications within the Customer's organisation regarding the Service Incident or Service Request.

4 Service Incidents

- 4.1 In order to expedite resolution, Service Incidents must be reported by phone.
- 4.2 Prior to reporting the Service Incident, the Customer should undertake reasonable steps to disqualify any other causes outside of the Service that may be causing or contribution to the Service Incident. These steps should include, but are not limited to:
 - a) Confirm that all Customer devices are not drawing excessive current
 - b) Isolation tests
 - c) Rebooting devices
 - d) Power cycling
 - e) Performing diagnostic tests
 - f) Review logs files or reports, alerts and indicators
 - g) Reversing or reviewing any recent changes made
- 4.3 When reporting a Service Incident, Customers should provide as much information as possible, including the results of investigations in clause 4.2, as this will assist DXN in fault resolution.

Post Incident Report

- 4.4 For P1 Service Incidents (as detailed in clause 4.10), if requested by the Customer, DXN will use reasonable endeavours to provide a post incident report within five (5) business days from the time the Service was restored.

Rebates

- 4.5 Where DXN has failed to meet a Service Availability Target for a Service Incident indicated in clauses 7.1, 8.1, 10.1 and 11.1 except where due to an Excluded Event as set out in clause 4.9, the Customer is entitled to a rebate as set out in clauses 7.1, 8.1, 10.1 and 11.1 of this document.
- 4.6 In order to receive the rebate, the Customer must lodge a claim for the Rebate within 5 business days from the end of the month in which the Service Incident occurred. The claim must reference the Service ID and the ticket number provided by DXN.
- 4.7 Once a claim has been received it will be reviewed and if applicable a credit will be applied to the Customer's account with DXN.

4.8 Service Availability target is defined as the percentage availability for a month and is calculated as –

$$\text{Availability \%} = \frac{\text{Available Hours} - \text{Unplanned Outages due to Service Incidents}}{\text{Available Hours}}$$

Where for one month,

$$\text{Available Hours} = \text{Total Hours} - \text{Planned Maintenance}$$

4.9 During any Excluded Events, DXN is not required to provide Service Availability, and the Customer is not entitled to any Rebate for the period of the Excluded Event. Excluded Events include the following occurrences:

- a) a Force Majeure Event
- b) a misconfiguration or failure of any of the Customer's Equipment
- c) a misconfiguration, unauthorised alteration or damage to the Service by the Customer
- d) any act or omissions of a third party which impacts the Service provision, including their failure to provide necessary goods and services or access and cable cuts
- e) unavailability of the Service due to the Customer not utilising dual power feeds
- f) a failure of the Service that was not immediately reported to DXN
- g) a failure of the Service due to incorrect information being supplied to DXN
- h) a breach by the Customer of the relevant Service Order or Master Customer Agreement, or
- i) a negligent, fraudulent or wilful act or omission by the Customer.

4.10 In the occurrence of an Excluded Event:

- a) Which is described in clauses 4.9(a) where caused by a vendor or supplier engaged by DXN, or 4.9(d) provided the third party is engaged by DXN, DXN will use its best endeavours to remedy as soon as practicable.
- b) Which is not covered by clause 4.10(a) above, the Customer is responsible for resolution although DXN will upon request by the Customer, provide assistance which DXN deems is appropriate and reasonable.

4.11 Service Incidents are categorised as:

- P1 = Acute impact on critical business systems
- P2 = Acute impact on non-critical business systems
- P3 = Minor service degradation but with business systems still operational but impaired

5 Service Requests

- 5.1 All Service Requests should be logged in the DCIM portal and DXN will work according to the SLA Tables in clauses 7.2, 8.2, 10.2 and 11.2 towards completion of the Service Requests.
- 5.2 DXN does not warrant that all Service Requests will be completed in the time frames stated in the SLA Tables in clause 7.2, 8.2, 10.2 and 11.2 but will use reasonable endeavours to complete the Service Request within the times indicated.
- 5.3 The Customer acknowledges that Service Requests are limited only to the DXN provided Services and exclude any work involving, but not limited to, Customer Equipment, on-site support, and the Customer's Suppliers.
- 5.4 The Customer acknowledges that Service Requests are to be utilised in reasonable manner and as an indicative guideline, Service Requests should typically be three (3) requests or less per month. DXN reserves the right to charge Customers for excessive Service Requests but will advise the Customer of charges prior to undertaking additional Service Requests.
- 5.5 Service Requests are categorised as:
- P4 = Service Request required to ensure continued operation of critical business systems
 - P5 = Service Request required to ensure continued operation of non-critical business systems
 - P6 = Not urgent or required for continued business systems operation.

6 Planned Maintenance

- 6.1 In order to keep DXN's infrastructure running optimally, it is necessary from time to time to perform maintenance. In order to minimize the likelihood of impact to Customers, DXN will use all reasonable endeavours to limit the occurrence and impact of any Planned Maintenance.
- 6.2 In order to minimize potential for impact, DXN will provide Customers with advance notice according to clause 6.3 via email to the technical contact specified on the Service Order. It is the Customer's responsibility to notify other parties as the Customer may require.
- 6.3 Notice will be provided according to the table below –

| Classification | Potential Impact | Notice |
|------------------|---|---------------------------------------|
| Hazardous | Services may be impacted if maintenance does not go as planned | 5 business days |
| Impacting | Services will remain operational, but may experience momentary but not sustained loss (e.g. internet traffic slowed for a moment) | 5 business days |
| Outage | Affected Services will not be available for the notified period | 10 business days |
| Emergency | Could be Hazardous, Impacting or Outage but with no or minimal notice period due factors outside of DXNs control and a need to act quickly to correct an issue. | As much notice as reasonably possible |

7 Data Centre Services

7.1 Service Availability Targets

| Service | Target | Rebate |
|---|--|-----------------------|
| Data Centre Services: <ul style="list-style-type: none"> Power available Air Temperature – 18°C-27°C Relative Humidity – 40%-60% (ASHRAE Class A1 to A4 Recommended Temperature and Relative Humidity Range (TC9.9 2017)) | ≥ 99.95% < 99.95% - ≥ 99.9% < 99.7% - ≥ 99.5% < 99.5% | - 5% 10% 20% |

7.2 Response & Resolution Targets

| Type | Priority | Period | Response | Resolution |
|-------------------------|----------|----------|----------|-----------------|
| Service Incident | P1 | 24x7x365 | 1 hour | 8 hours |
| | P2 | 24x7x365 | 2 hours | 16 hours |
| | P3 | BH | 8 hours | 1 business day |
| Service Request | P4 | 24x7x365 | 8 hours | 12 hours |
| | P5 | BH | 16 hours | 24 hours |
| | P6 | BH | 24 hours | 5 business days |

Note: The Period in the table above defines the timeframe that the response and resolution target times apply.

8 Internet Services

8.1 Service Availability Targets

| Service | Target | Rebate |
|-------------------------|--|-----------------------|
| Internet Service | ≥ 99.95% < 99.95% - ≥ 99.5% < 99.5% - ≥ 99.2% < 99.2% | - 5% 10% 20% |

8.2 Response & Resolution Target Times

| Type | Priority | Period | Response | Resolution |
|------------------|----------|----------|----------|-----------------|
| Service Incident | P1 | 24x7x365 | 1 hour | 8 hours |
| | P2 | 24x7x365 | 2 hours | 16 hours |
| | P3 | BH | 8 hours | 1 business day |
| Service Request | P4 | 24x7x365 | 8 hours | 12 hours |
| | P5 | BH | 16 hours | 24 hours |
| | P6 | BH | 24 hours | 5 business days |

Note: The Period in the table above defines the timeframe that the response and resolution target times apply.

9 Cross Connects

9.1 Service Availability Targets

| Service | Target | Rebate |
|------------------------|--------------------|--------|
| Virtual Cross Connects | ≥ 99.95% | - |
| | < 99.95% - ≥ 99.7% | 5% |
| | < 99.7% - ≥ 99.5% | 10% |
| | < 99.5% | 20% |
| Fibre Cross Connects | ≥ 99.95% | - |
| | < 99.95% - ≥ 99.7% | 5% |
| | < 99.7% - ≥ 99.5% | 10% |
| | < 99.5% | 20% |

10 Firewall Services

10.1 Service Availability Targets

| Service | Target | Rebate |
|-------------------|--------------------|--------|
| Firewall Services | ≥ 99.95% | - |
| | < 99.95% - ≥ 99.5% | 5% |
| | < 99.5% - ≥ 99.2% | 10% |
| | < 99.2% | 20% |

10.2 Response & Resolution Target Times

| Type | Priority | Period | Response | Resolution |
|------------------|----------|----------|----------|-----------------|
| Service Incident | P1 | 24x7x365 | 1 hour | 8 hours |
| | P2 | 24x7x365 | 2 hours | 16 hours |
| | P3 | BH | 8 hours | 1 business day |
| Service Request | P4 | 24x7x365 | 8 hours | 12 hours |
| | P5 | BH | 16 hours | 24 hours |
| | P6 | BH | 24 hours | 5 business days |

Note: The Period in the table above defines the timeframe that the response and resolution target times apply.

11 Cloud Span Services

11.1 Service Availability Targets

| Service | Target | Rebate |
|---------------------|--------------------|--------|
| Cloud Span Services | ≥ 99.95% | - |
| | < 99.95% - ≥ 99.5% | 5% |
| | < 99.5% - ≥ 99.2% | 10% |
| | < 99.2% | 20% |

11.2 Response & Resolution Target Times

| Type | Priority | Period | Response | Resolution |
|------------------|----------|----------|----------|-----------------|
| Service Incident | P1 | 24x7x365 | 1 hour | 8 hours |
| | P2 | 24x7x365 | 2 hours | 16 hours |
| | P3 | BH | 8 hours | 1 business day |
| Service Request | P4 | 24x7x365 | 8 hours | 12 hours |
| | P5 | BH | 16 hours | 24 hours |
| | P6 | BH | 24 hours | 5 business days |

Note: The Period in the table above defines the timeframe that the response and resolution target times apply.