

DATA STANDARD SERVICE TERMS - RETAIL USERS

1. SERVICE DESCRIPTION

- 1.1. This document relates to the supply of the data products and services available under the data section of the CloudBluService Catalogue ("**Services/s**").
- 1.2. The Services can include;
 - (a) Internet Protocol (IP) Transit local services delivered over DSL, NBN, EoC, fibre or wireless;
 - (b) Internet Protocol (IP) over the top (OTT) services delivered over MPLS or NWB services;
 - (c) Access tails via MPLS services delivered over copper, fibre or wireless; and
 - (d) Access tails via National Wholesale Broadband (NWB) delivered over DSL or NBN.

2. STANDARD TERMS AND CONDITIONS APPLY

- 2.1. The Services are subject to the General Terms. Defined terms in the General Terms have the same meaning in this document unless expressed to the contrary.

3. HOW THE SERVICE IS ORDERED

- 3.1. Unless otherwise agreed, all Services are ordered through the CloudBluService Catalogue and the price will be as per the final Accepted Order, subject to clause 3.4.
- 3.2. The Services may be subject to certain limitations; for example there may be limitations on speed and access (depending on the geographical locations of the requested Service) and certain Services are only available in certain areas. Therefore, prior to us agreeing to provide the requested Services you must first submit a request for the provisions of Services at your required locations ("**Service Requests**").
- 3.3. After we have received your initial Request for Service/s we will complete an investigation ("**Service Qualification**") to determine whether the requested Service/s can be provided to you at the requested location/s, and if they can be provided to the requested location/s, whether they will be subject to any limitations.
- 3.4. You acknowledge that the price supplied after the Service Qualification or Accepted Order may change if we (or one of our partners or agents) have to carry out additional work or build infrastructure in order to provide the requested Service. You will be notified of the costs of the required additional work and have the opportunity to retract or revise your Request for Services.

4. ACKNOWLEDGEMENTS REGARDING SERVICES

- 4.1. You acknowledge that the Services you order may require additional hardware and services in order to operate. It is your responsibility to ensure that you have ordered all the correct additional products or services.
- 4.2. You accept that we may impose minimum quantity, speeds, bandwidths or other restrictions on the ordering of certain Services to ensure it is commercially and technically viable for us.
- 4.3. You accept that the delivery of Services is reliant on one or more third parties provisioning the service to us, and as such there can be unexpected delays. We will endeavor to provide an accurate timeframe for the delivery of Services but will not accept liability for any unforeseen delays outside of their control.

- 4.4. You acknowledge that we may impose minimum terms for certain Services (which will be outlined in the Accepted Order). In placing your order, you agree to be bound by those minimum terms.
- 4.5. You agree that certain Services may also have a setup charge along with a monthly reoccurring charge.

5. OPERATING REQUIREMENTS FOR THE PROVISION OF SERVICE

- 5.1. You acknowledge that there are minimum operating requirements and conditions which must be met in order for certain Services to operate in their intended way. These minimum operating requirements and conditions are set out below and/or advised by us from time to time.
- 5.2. It is your sole and on-going responsibility to ensure you comply with these minimum operating requirements and conditions and we have no liability for any loss or faults due to your failure to comply.
- 5.3. The Services and the supplied equipment need dry, dust-free and well-ventilated environments to function correctly. You acknowledge that air-conditioning and uninterruptable power supplies may be required to create such an environment, and you agree that it is your sole responsibility to provide such items.
- 5.4. We provide a protected MPLS core, however the access tails delivered over MPLS or NBN are not diverse and protected. Therefore, if you require diverse and protected access tails, you must specify this requirement *at the time of your initial Request for Services*. We make no guarantee that a diverse and protected option is available; however it will use reasonable endeavors to investigate the provision of diverse and protected carrier paths as part of its initial Service Qualification. If you fail to request the provision of diverse and protected carrier paths at the time of your initial Request for Services and subsequently notify us of this requirement you agree that:
 - (a) We are under no obligation to provide you with a diverse and protected option;
 - (b) You will not be able to cancel the Services; and
 - (c) If diverse and protected carrier paths are available and we agree to provide these to you, you must pay us for any additional costs.
- 5.5. Services delivered over copper may be limited to certain speeds depending on the distance from the exchange and/or the available copper pairs in the requested area or building. You acknowledge that upgrades of copper services may also be limited.
- 5.6. At our sole discretion we may choose to deliver multiple services to a site via tagged VLANs on the same port or untagged VLANs on different ports on the provided NTU device.
- 5.7. Where the Service is provided over the NBN, you must only use the equipment supplied by the NBN Co to connect to the Service, unless otherwise specified by us. You acknowledge that it is your responsibility to connect and keep connected the uninterruptible power supply required for Service over the NBN and accept that if it is disconnected, the Service may not work if a power failure occurs.

6. OUR OBLIGATIONS

- 6.1. We agree to provide a working service in accordance with the Service Level Agreement outlined in Section 9.
- 6.2. We will only deliver and manage the Service up to the demarcation point that is the last piece of equipment that we can actively manage. To remove doubt, this demarcation point is the NTU device, unless otherwise agreed between the parties in the Accepted Order.

- 6.3. In the event of a failure of a Service:
- (a) we will endeavor to provide Service restoration in accordance with the targets set out below in Section 9.2(e); and
 - (b) you may be entitled to a rebate in accordance with Section 9.3. However, you acknowledge that in most cases we will be reliant on third parties who own the infrastructure to fix the issue causing the failure of the Service.

7. YOUR OBLIGATIONS

- 7.1. You agree to provide accurate information when requested to do so by us from time to time. (This includes provisioning documents and the contact details for the relevant site and onsite resources.)
- 7.2. You agree to provide timely access to all the necessary buildings for the purpose of installation and maintenance, when requested by us from time to time.
- 7.3. You acknowledge that additional equipment may be required for the Services to operate and this additional equipment is your sole responsibility to procure and maintain. Any such equipment (for example routers, firewalls and or switches) you procure must meet Australian regulations/standards and be fit for purpose.
- 7.4. You agree to provide troubleshooting support in the event of a failure or Service issues, when requested by us from time to time.
- 7.5. You acknowledge that not all Services may be relocated. In the event that a relocation of a Service is required by you, you must submit a written request to us. We will complete a Service Qualification and advise you if the Service can be relocated and the costs of such relocation (if available). In the event that relocation is not possible, you accept that early termination fees may apply and/or additional charges may be incurred, in order for you to terminate the affected Service.
- 7.6. You acknowledge that not all Services can be upgraded. In the event that an upgrade of a Service is required by you, you must submit a written request to us. We will complete a Service Qualification and advise you if the Service can be upgraded and the costs of such upgrade (if available). If the requested upgrade is not possible, you accept that the current Service will continue until the minimum term ends.
- 7.7. If you submit a request to cancel any or all of the Services, the terms and conditions outlined in the General Terms will apply. If a Service is cancelled during the provisioning stage, you must pay us for any costs incurred by us (for example for work completed in attending to Service Requests or cancellation fees to third party providers).

8. ACCEPTABLE USE

- 8.1. You must not:
- (a) use equipment or software to overcome, manipulate or bypass any limitations or charges that we have placed on the Services; or
 - (b) use the Services in such a way that we believe would unreasonably affect other users on the network.
- 8.2. You agree to configure all equipment past the demarcation point in line with advice from us, so as to minimize any outages or impact to other users on the network.

9. SERVICE LEVEL AGREEMENT REGARDING SERVICE AVAILABILITY, FAULT REPORTING AND RESPONSE TIMES

9.1. Service Availability Targets

The below table outlines the service availability which we will endeavor to provide for the various Services (“**Service Availability Targets**”):

Service	Service Availability Target
CloudBlu’s Internet Protocol (IP) Transit local services delivered over DSL, EFM and NBN	Best Effort*
CloudBlu’s Internet Protocol (IP) Transit local services delivered over EoC, fibre or wireless	99.5%
CloudBlu’s Internet Protocol (IP) over the top (OTT) services delivered over MPLS services	99.95%
CloudBlu’s Internet Protocol (IP) over the top (OTT) services delivered over NWB services	95%
CloudBlu’s Access tails via MPLS services delivered over copper or wireless (single site access)	99.5%
CloudBlu’s Access tails via MPLS services delivered over fibre (single site access)	99.95%
CloudBlu’s Access tails via MPLS services delivered over copper, fibre or wireless (dual site access)	99.99%
CloudBlu Access tails via National Wholesale Broadband (NWB) delivered over DSL, EFM or NBN	95%
*For the purposes of this document “Best Effort” means that we will make good-faith efforts to achieve the best result having regard to the circumstances, however we cannot (and do not) guarantee any set level of service availability.	

9.2. **Fault reporting and target response and restoration times**

- (a) Before reporting any faults to us, you must triage the issue and take all reasonable steps to ensure there is no fault with any third party equipment or services or within your administrative domain.
- (b) If you rely on equipment supplied by us, you must specifically ensure that such equipment is connected, receiving power and cooling as required to be operational.
- (c) As soon as you have confirmed that the fault is related to the Service provided by us, that fault must be:
 - (i) logged through our service desk via email and you must supply all required information as instructed in the Helpdesk Guide; or
 - (ii) in the event that email is not available, through our support desk number outlined in the Helpdesk Guide.
- (d) We will respond to faults in order of their severity as set out in the following table:

Fault Severity Classification Table

Severity	Data Services
Critical	Complete loss of non-protected part of a network causing site outage
Major	Loss of protected link to a site – but site still operational Packet Loss greater than 2% on a link
Minor	Intermittent Packet Loss issues DNS requests
Informational / MAC	Moves, Adds and Changes

- (e) Depending on the severity of the fault (as classified above) we will use reasonable efforts to provide a response, restoration and a resolution within the times set out in the following table:

Target Response, Restoration & Resolution Times				
Severity	Response Time	Restoration ⁽³⁾	Resolution	Coverage
Critical	15 Minutes ⁽¹⁾⁽²⁾	4 Hours ⁽²⁾⁽⁵⁾⁽³⁾	24 Hours ⁽²⁾	24x7
Major	1 Hour ⁽²⁾	8 Hours ⁽²⁾⁽³⁾	2 Business Days ⁽²⁾	Business Hours
Minor	1 Business Day ⁽²⁾	2 Business Days ⁽³⁾	2 Business Days	Business Hours
Informational / MAC	1 Business Day	NA	2 Business Days	Business Hours
<p>(1) Critical faults which occur after-hours will have an extended response time of 1 hour.</p> <p>(2) Does not apply to CloudBlu Communicator (PC and Mac) CloudBlu UC-One (IOS and Android) or other application clients.</p> <p>(3) Restoration is aimed at resolving the immediate issue to get the customer working. This is a temporary fix and further remediation work may be required in order for there to be a resolution. In some circumstances there will be no need for restoration and the fault can be rectified and a resolution reached immediately.</p>				

In cases where restoration is dependant on access to customer sites afterhours, if such access is not granted then targets cannot be achieved.

Tickets waiting on the customer with no response for 10 days will be closed as resolved.

9.3. Rebates

- (a) Subject always to Section 9.3(b) below, you are entitled to a rebate as set out in in Section 9.3(d) where we fail to meet the Service Availability Targets set out in Section 9.1 above.
- (b) You will not be entitled to any rebates, where any failure to meet the Service Availability Targets was caused, or to the extent contributed to, by any of following excluded events:
- (i) Force Majeure Events;
 - (ii) scheduled maintenance;
 - (iii) customer or third party equipment failure;
 - (iv) any failure to report the incident or outage to us;
 - (v) improper use or failure to adhere to any acceptable use policy (if applicable)
 - (vi) unauthorised modifications or use of unauthorised equipment and devices;
 - (vii) power outages at the customer site or third-party facilities;
 - (viii) where a Service has been suspended or cancelled under our rights in the General Terms or Service Schedule; and
 - (ix) our, or our agents' inability to access premises to resolve the issue.
- (c) All claims for rebates must be submitted:
- (i) within 10 days of the incident occurring; and
 - (ii) in accordance with the standard operating procedure outlined in the General Terms or as communicated to you from time to time.
- (d) The below table sets out the rebate percentages applicable if you are entitled to rebate in accordance with clause 9.3(a):

Service Types	Service Availability	Rebate
CloudBlu's Internet Protocol (IP) Transit local services delivered over EoC, fibre or wireless	≥ 99.5%	0
	< 99.5% - ≥ 99.0%	2.5%
	< 99.0% - ≥ 98.0%	5.0%
	< 98.0% - ≥ 95.0%	7.5%
	> 95.0%	10.0%
CloudBlu's Internet Protocol (IP) over the top (OTT) services delivered over MPLS services	≥ 99.95%	0
	< 99.95% - ≥ 99.7%	2.5%
	< 99.7% - ≥ 99.5%	5.0%
	< 99.5% - ≥ 99.0%	7.5%
	> 99.0%	10.0%
CloudBlu's Internet Protocol (IP) over the top (OTT) services delivered over NWB services	≥ 95 %	0
	< 95% - ≥ 90%	5%
	> 90%	10.0%
CloudBlu's Access tails via MPLS services delivered over copper or wireless (single site access)	≥ 99.5%	0
	< 99.5% - ≥ 99.0%	2.5%
	< 99.0% - ≥ 98.0%	5.0%
	< 98.0% - ≥ 95.0%	7.5%
	> 95.0%	10.0%
CloudBlu's Access tails via MPLS services delivered over fibre (single site access)	≥ 99.95%	0
	< 99.95% - ≥ 99.7%	2.5%
	< 99.7% - ≥ 99.5%	5.0%

	< 99.5% - ≥ 99.0%	7.5%
	> 99.0%	10.0%
CloudBlu's Access tails via MPLS services delivered over copper, fibre or wireless (dual site access)	≥ 99.99%	0
	< 99.99% - ≥ 99.95%	2.5%
	< 99.95% - ≥ 99.5%	5.0%
	< 99.5% - ≥ 99.0%	7.5%
	≥ 99.0%	10.0%
CloudBlu Access tails via National Wholesale Broadband (NWB) delivered over DSL, EFM or NBN	≥ 95 %	0
	< 95% - ≥ 90%	5%
	> 90%	10.0%

- (e) The Service Availability will be calculated as follows:
- (i) the total number of minutes the Service is available for the month (see clause 9.3(f));
 - (ii) divided by the total number of minutes in the month.
- (f) For the purposes of determining the total number of minutes of availability of the Service in clause 9.3(e)(i), the Service will *only be considered to be un-available*
- (i) from the time the incident was reported to us in accordance with section 9.2(c);
 - (ii) to the time we provide restoration of the Service (as defined in the table at section 9.2(e)).
- (g) The rebate percentage is applied to the monthly recurring charge for the *affected Service/s* and for the affected month/s i.e. you cannot add up the rebates for two different affected Services and get a cumulative total rebate percentage to be applied to both Services. The rebates are applied *separately* to each affected Service.
- (h) The rebate will be issued in the form of a credit on the next available invoice after the rebate has been approved by us.