SUMMIT INTERNET SUPPORT & SERVICE LEVEL AGREEMENT

LAST UPDATED: JUNE 2019

Introduction

Some services Summit Internet provides are covered by a Service Level Agreement. This document outlines the Support procedures, Support boundaries, Support Inclusions & Exclusions, Service Level Agreement and Rebate Schedule.

Service Definitions

Basic Data Service

Basic Data Services **do not** carry a Service Level Agreement and are defined as the following service types;

- ADSL Services
- NBN & Opticomm Services
- EFM Services
- 4G Services

Basic Data Services are provided on a best effort basis and no Service Level Agreement or Service Rebates will be provided for these services.

Complex Data Services

Complex Data Services carry a Service Level Agreement and are defined as the following service types;

- Fixed Wireless
- IP Transit
- L2 Inter-Capital
- Private Network Core Service
- Ethernet over Copper
- Ethernet over Fibre
- Private Networks

Voice Services

Voice Services carry a Service Level Agreement and are defined as the following service types;

- Hosted PBX
- SIP Trunks
- CTS
- Inbound 13/1300/1800

Support Hours

Business Hours

Summit Internet provides Technical Support for all services between 8.30AM and 5.30PM, Monday – Friday excluding Victorian Public Holidays.

After Hours

Service requests outside Business Hours will be handled by an after-hours paging service. After hours support is limited to Critical Issues within the Summit Network or with a Complex Data Service.

After Hours support is not available for Basic Data Services or Voice Services and will be classed as non-urgent and returned during business hours.

Service Assurance

The customer is responsible for isolation and rectification of service faults with their own equipment and where applicable their own network. In cases where the Customer believes that the fault is not in their network or equipment but in the Summit Network, the customer must lodge a Support Request via the Summit Support Desk on 1300 049 749 Option 2 or via email to support@summitinternet.com.au.

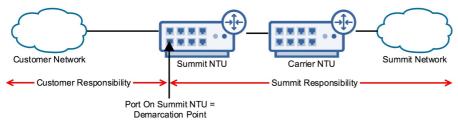
After Hours customers must;

- 1. Lodge a support ticket by email to support@summitinternet.com.au
- 2. Phone 1300 049 749 following the prompts for Urgent Support leaving the following details;
 - o Ticket Number
 - o Name
 - o Callback Number
 - Company

After Hours messages received without details will be downgraded to non-urgent and returned during business hours.

Service Assurance Boundaries

Demarcation - Fibre & Ethernet Services

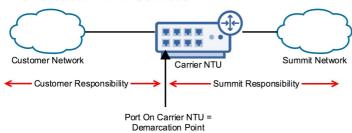


Customer Network

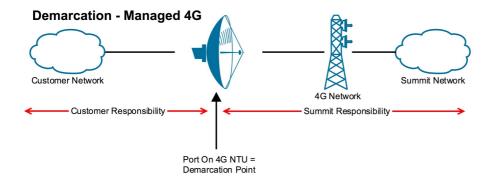
Customer Responsibility

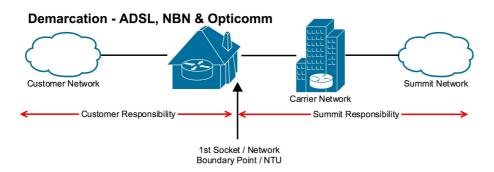
Port On Summit NTU =

Demarcation - EFM Services



Demarcation Point





Service Level Agreement

Overview

Summit Internet Data & Voice Services are covered by a Service Level should they become unavailable. The SLA is based on the type of service supplied, and excludes the following:

- Planned Network outages
- Acts, omissions and delays by the customer including installation requirements beyond SLA activation period.
- Behaviour of customer equipment, facilities or applications.
- Acts of God and any other situations beyond the reasonable control of Summit.
- All Basic Data Services

Summit's service assurance obligations do not extend to faults caused as a result of:

- Any fault in equipment, software or any network not forming part of the service or the Summit Equipment.
- Damage from any external cause that may prevent the service or the Summit Equipment working.
- Acts or admissions of the customer
- Third party equipment that is not installed by Summit
- The removal of Summit Equipment.

Network Unavailability does not include any unavailability resulting from:

- Planned Network outages
- Acts or admissions of the customer
- Acts of God and any other situations beyond the reasonable control of Summit.
- Faults in the customer equipment or software.
- Damage due to external causes, e.g. Vandalism, theft, etc.

This SLA only applies to individual Complex Data Services or Voice Services.

This means the SLA is applied to each tail of a multipoint network and not the network as a whole. Further, this means working tails on a multipoint network will not attract service activation or service unavailability rebates being applied to a tail that has not met the SLA.

Summit may, but is not obliged to provide the customer with onsite technical support. This is a charged hourly service.

Summit may access customer content and other parts of the service as necessary to identify and resolve technical problems or to respond to service complaints.

Service Rebates

If Summit Internet determines in its reasonable commercial judgement that during any calendar month, the service was unavailable for a total period longer than the Service Target Fault Restoration Time, then the Customer account may be credited as follows:

Service Unavailability past Service Target Fault Restoration Time	Rebate Monthly Fee
< 2 Hours	0%
2 – 6 Hours	10%
6 – 12 Hours	15%
More than 12 Hours	20%

Fault Response & Restoration Time

Fault Response Time is the time taken by Summit to acknowledge a fault reported during the Service Period.

Minor problem means a service problem that the Customer does not view as critical or major. Minor problems are those that do not significantly affect the End User service.

Major problem means a service problem that seriously affects the End User operation, maintenance and administration, etc. and requires immediate attention, e.g. Reduction of data carrying capacity, unable to make/receive calls to/from particular destinations, repeated short outages or significant increase in occurrence of Support Requests

Critical problem means a service problem in the Summit network that severely affects the End User service, and requires immediate corrective action, e.g. loss of service connectivity, severely degraded service performance.

Target Response Times for each Category of service

Severity	Target Fault Response Time
Critical	1 Hour
Major	4 Hours
Minor	24 Hours

Area		
Metropolitan Area	Regional Area	
Within 100km of GPO in Capital City	All Other Areas	

Target Restoration Times

Voice Services – Summit Core Voice Network Only

Severity	Target Fault Restoration Time
Critical	2 Hours
Major	8 Hours
Minor	24 Hours

Note: Target Fault Restoration Time is Subject to the Carrier having access to End User/Company premises.

Voice Services - Target Response Times and Target Repair Times

The Target Response & Repair Times apply during Business Hours only.

Basic Data Services

Severity	Target Fault Restoration Time	
	Metropolitan Area	Regional Area
Critical	Best Effort	Best Effort
Major	Best Effort	Best Effort
Minor	Best Effort	Best Effort

Note: Target Fault Restoration Time is Subject to the Carrier having access to End User/Company premises.

Basic Data Services - Target Response Times and Target Repair Times

The Target Response & Repair Times apply during Business Hours only.

Complex Data Services

Severity	Target Fau	Target Fault Restoration Time		
	Metropolitan Area	Regional Area		
Critical	12 Hours	24 Hours		
Major	12 Hours	24 Hours		
Minor	12 Hours	24 Hours		

Note: Target Fault Restoration Time is Subject to the Carrier having access to End User/Company premises.

Complex Data Services - Target Response Times and Target Repair Times

The Target Response & Repair Times apply 24 hours per day, 7 days per week.

Additional Notes - Times and Target Repair Times

The following times are added to the Target Repair Times in the following circumstances:

- If the Service is located in a Rural Area, one full day after Summit receives a Reported Service Difficulty from Customer;
- If the Service is located in a Remote Area, 2 full days after Summit receives a Reported Service Difficulty from Customer; and
- In limited circumstances where Summit or the carrier needs to use special transaction (such as a helicopter or boat) to access the service in order to investigate or rectify a Fault, 4 full days after Summit receives a Reported Service difficulty from Customer.

In addition to the circumstances set out, the Target Repair Times are suspended in the following circumstances;

- The repair requires parts that must be obtained from a third party, in which case the target repair time will be suspended until Summit or the 3rd party obtains the relevant parts;
- There is a Force Majeure event (or other event as listed in this document) which
 causes a Known Network Issue that may be impacting the service and is likely to be
 the cause of the Fault, in which case the Target Repair Time will be suspended until
 the restoration work to rectify the Known Network issue is completed and Summit
 has restored its normal Networks operations;
- Customer does not provide Summit or the 3rd party carrier with any assistance that Summit or the 3rd party carrier requests in relation to the rectification of a Fault, in which case the Target Repair Time will be suspended until Customer provides that assistance; or
- Summit escalates the Service Difficulty to a specialist work group or third person for investigation and rectification.
- If due to Occupational Health & Safety Reasons, it is unsafe to perform work to remediate the problem.

Post Incident Report

In the event of an outage, Summit Internet may issue a Post Incident Report outlining the root cause, actions taken, resolution and action plan.

Post Incident Reports are issued at the discretion of Summit Internet and will only be issued when an outage;

- is of a Critical nature
- affects more than one Service
- is greater than 8 hours in duration
- has not met the Target Fault Restoration Time
- is a Summit Core Network fault
- is a Complex Data or Voice Service

Post Incident Reports will not be issued for routine Support Requests.

Customer requests for Post Incident Requests will be subject to a fee of \$1,650 and issued at the discretion of Summit Internet.