

2024

Vine Networks - Wholesale Fibre Service Schedule & SLA



VINE NETWORKS
connecting people faster

1. DEFINITIONS AND INTERPRETATION

1.1	Definitions
	<p>Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions.</p> <p>Circuits means the dark fibre circuit(s) between two End Points as configured and described in the Dark Fibre Service Order.</p> <p>Dark Fibre Services means the provision of Circuits as specified in a relevant Dark Fibre Service Order.</p> <p>End Point means a point on a Vine Wholesale fibre termination panel located at premises specified in a Dark Fibre Service Order.</p> <p>MSA or IRU mean the Master Services Agreement or Indefeasible Right of Use, between Vine Wholesale and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available on the Vine Wholesale website at https://vinenetworks.com.au/index.php/legal/</p> <p>Vine Wholesale SLA means Vine Wholesale' service level agreement which can be found at https://vinenetworks.com.au/index.php/legal/ as amended from time to time.</p>
HOW WE PROVIDE WHOLESALE SERVICES TO SERVICE PROVIDERS	
1.1	Terms and Conditions:
	<ol style="list-style-type: none"> 1. Vine provides access to its wholesale network's to enable service providers the ability to fully own all points of communication with a service provider's end-user. This is to ensure that the end-user experiences a simplified and streamlined experience when they order service(s) that are to be connected to Vine's wholesale network. The service provider acknowledges that they must act in good faith in respect of this objective. 2. Service provider acknowledges that they are solely responsible for all communication with its end-user. The service provider agrees that they are unable to attribute fault or issue to Vine when communicating with the end-user. Unless agreed between Vine and service provider, Vine will not engage with the end-user unless or until Vine is required to do so, such as where a Vine technician (including suitably qualified sub-contractor) visits end-user's premises. 3. Vine maintains and reserves the right to suspend a service provider's access to Vine's wholesale network on 20 business days' notice where the service provider repeatedly fails to comply with its obligations under section 1 and/or 2 (above) of these terms and conditions. Prior to suspending a service provider's access, Vine must provide a written list (Notice) to service provider of the service provider's failures. Where the service provider has not rectified the underlying issues or failures in its processes or communications with end-users within a reasonable period of time, and they have been provided Notice, Vine may suspend the Service Providers access under this section. Where a failure contemplated by these terms and conditions occur, Vine will work with service provider to rectify these issues and will not issue a Notice to Service Provider unless the service provider is not assisting or taking reasonable steps to rectify these issues or failures in a timely manner. 4. Vine will directly invoice the service provider for: <ol style="list-style-type: none"> a. Any new connection charge, and associated fees, for connecting end-user's premises to Vine's network; b. Any missed appointment or return visit fees; and any fee invoiced under this section must be paid by service provider directly to Vine. 5. All services, products and/or methods of manufacture are considered confidential information of Vine, and the service provider must comply with all confidentiality obligations under any agreement service provider enters into with Vine. 6. Vine reserves the right to change, amend, or update, these terms in accordance with any notification obligations located in https://vinenetworks.com.au/index.php/legal/. Where Vine exercises it's right under this section, the notice must be provided in writing; 7. Where a Service Provider requests to use Vine wholesale networks to provide you with Services, Vine must provide a written response within 28 days stating whether Vine can provide the requested services; and

	8. Nothing in these terms and conditions limits, alters, or excludes any rights and liabilities that Vine has either under contract or at law.
2. DARK FIBRE SERVICES	
2.1	Parties This Schedule applies between Vine Wholesale and the Customer in relation to the supply of the Dark Fibre Services.
2.2	Supply of Services Vine Wholesale will provide the Dark Fibre Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Dark Fibre Services in accordance with the following documents, where the preceding document prevails in the event of any inconsistencies with a subsequent document: <ol style="list-style-type: none"> 1. The Terms of Service; 2. The Standard Terms and Conditions; 3. This Service Schedule; 4. any applicable Service Orders; and 5. all applicable laws. Collectively the Documents. Where the Customer has not used the Dark Fibre Services in accordance with the Documents, Vine Wholesale reserves the right to terminate the Service after providing written notice to Customer. If the Service is terminated under this part, the Customer agrees and acknowledges that they remain liable for any and all of Vine Wholesale's reasonable costs incurred in terminating the Service.
2.3	Exclusive Licence Vine Wholesale grants to the Customer an exclusive licence to use the Circuits, subject to the terms of this Service Schedule, the Standard Terms and Conditions and any relevant Service Order. The Customer acknowledges that the Circuits are isolated from Vine Wholesale' management environment and that the Dark Fibre Service is not managed by Vine Wholesale.
2.4	Relocation Vine Wholesale may, on 30 days' written notice to You, relocate the Circuit and must use reasonable endeavours during the relocation to minimise any disruption to, or non-availability of, the Dark Fibre Services to You.
3. SERVICE DELIVERY AND ACCEPTANCE	
3.1	Service Delivery Vine Wholesale will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Dark Fibre Service in accordance with the service delivery targets set out in the Vine Wholesale SLA.
3.2	Acceptance testing Vine Wholesale must submit the Dark Fibre Service to standard acceptance testing and ensure that the Dark Fibre meets the required standards as set out in Annexure 1 (Acceptance Testing). Vine Wholesale must notify the customer once Acceptance Testing is complete.
4. EQUIPMENT	
4.1	Customer Equipment The Customer may connect any optical transmission equipment to the Circuits provided the equipment complies with all applicable ACMA standards
5. NO ON-SALE	
5.1	No on sale You must not resell transmission capacity (whether it is VLAN's, wavelengths, Ethernet, etc) using the Dark Fibre referred to in this Service Schedule or a Service Order in order to connect the two data centre locations where the End Points of that Dark Fibre are located.
5.2	Exclusions Notwithstanding clause 5.1, You may: <ol style="list-style-type: none"> (a) use the Dark Fibre for connectivity within Your own network; (b) resell transmission capacity using the Dark Fibre as part of a customer solution bundled with additional Customer products; or

(c) resell the whole of the Dark Fibre capacity purchased under a Service Order to a single corporate customer

6. SUPERIOR RIGHTS

The agreement between Vine Networks or one of its related entities such as Vine Wholesale and the Customer (including the Standard Terms and Conditions, Services Schedule and any Service Order, IRU or MSA) is subject to the terms of any underlying facilities access agreement, leases or licences or any other superior right in terms of which Vine Wholesale gains access to the ducts and properties.

Annexure 1 – Acceptance Test Standard

Maximum acceptable Insertion Loss

Component Power Loss

Component and wavelength	Maximum Acceptable Insertion Loss
Mated connector @1310nm,1490, 1550nm & 1625nm	0.75dB
Splice @1310nm,1490, 1550nm & 1625nm	Average of 0.1dB across link with no individual splice >0.15dB
SMOF @ 1310nm @ 1550nm @ 1625nm	0.4dB/km 0.3dB/km 0.35dB/km

For single mode fibre, the loss is about 0.5 dB per km for 1310 nm sources, 0.4 dB per km for 1550 nm. (1.0 dB/km for premises/0.5 dB/km at either wavelength for outside plant max per [EIA/TIA 568](#)) This roughly translates into a loss of 0.1 dB per 600 (200m) feet for 1310 nm, 0.1 dB per 750 feet (250m) for 1300 nm.

Cable Specifications

All Vine Wholesale Network Cable conforms to ITU-T G.652 Table D and ITU-T G.657/G.657A1.

Cladding diameter	125.0m
Cladding non-circularity	2.0%
Core/cladding concentricity error	0.8 m
Macro bending loss @1625nm 100 turns, 30 mm radius	0.10 dB
PMDQ	0.5ps/ km

1. Vine Networks SLA outline

1	SLA Introduction
1.1	This SLA covers services including (unless otherwise notified in writing, by email, or through recorded phone call, by Vine Networks or any related entity) Data Services, Dark Fibre Services, and Colocation/Cloud Services.
1.2	<p>Vine Networks may vary this SLA if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer, or where applicable to comply with any federal or state laws.</p> <p>Where a change to this SLA will be made which has a material adverse effect on Customer, Vine will provide notice to Customer of such change(s) up to 5 business days before the change(s) are made.</p>
2. Vine Networks Service & Support	
2.1	<p>Service</p> <p>Vine Networks will provide the Customer with access to the Vine Networks Support Centre 24 hours per day, 7 days per week to record an Incident or Service Request relating to the Services. Incidents or Service Requests are managed by the Vine Networks Support Centre and processed in accordance with ITIL best practice guidelines to meet the applicable Targets for the Services. Vine Networks will escalate resolution and fulfilment activities to appropriately skilled resources including to vendor support services where necessary.</p>
2.2	<p>Customer Equipment</p> <p>The Vine Networks Support Centre will receive an Incident or Service Request from a Customer via email, phone, Vine Networks Customer portal or from automatic alerts that are generated from Vine Networks' Network Management (NMS) Systems. Automatic alerts are not always logged as Incidents and will be addressed on a case-by-case basis by the Vine Networks Support Team.</p>
2.3	<p>Vine Support Contact</p> <p>The Vine Networks NOC is the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests from the Customer. The Vine Networks NOC is manned during business hours and is monitored 24 hours a day, every day of the week, on all NOC staff (Network Operations Centre).</p> <p>Vine Networks will provide written notice to Customer alerting them if the NOC staff are unavailable.</p>
2.4	The Customer must report perceived Network Priority 1 (NP1) and Network Priority 2 (NP2) Incidents to the Vine Networks NOC by phone to ensure prompt attention and support, logged tickets will be treated as NP 3 or greater.
2.5	All phone calls will be answered by a Vine Networks staff member who will record the Incident or Service Request and assign a Priority in our ticketing system. Where possible the Vine Networks staff member will also convey a target restoration time to the Customer if one can be obtained during that call.
2.6	All emails to the Vine Networks NOC automatically raise an Incident or Service Request in Vine Networks' Ticket Management System and a unique ticket number is provided to the Customer by return email.
2.7	<p>Where possible, Customers must provide:</p> <ol style="list-style-type: none"> a Service ID when reporting issues to the Vine Networks NOC if one is not supplied by Vine Networks; a Customer Account Number; and as much details as possible of the service location and the Service's being used at the Service Location.
2.8	Responsibilities by Vine Networks Customers
2.9	<p>Prior to reporting an Incident to Vine Networks, the Customer must take all reasonable steps to ensure that the Incident is not a problem with any Customer Equipment or within the Customer's administrative domain or control. Some suggested actions to perform are:</p> <ul style="list-style-type: none"> Perform a power recycle/reset of Customer Equipment, but not any of Vine Networks supplied hardware unless instructed to do so. Perform a reboot of any ICT systems Record the status of indicators/LEDs on CPE (Customer premises Equipment) Run a diagnostic program (if available) on Customer Equipment and record the results Record log files and traceroutes around the time of the event Note any recent changes that were made and if there are any roll-back procedures
2.10	<p>Customers who rely on Vine Networks supplied customer premise equipment must specifically ensure that the equipment is receiving the required power and cooling to be operational, and it is in a clear area away from obstruction or high volume human traffic.</p> <p>Vine reserves the right to refuse installation of Customer Premise Equipment where Vine reasonably believes that the location of installation of the Customer Premise Equipment will not be compatible with Customer's obligations under this clause.</p>
2.11	It is vital that Customers provide Vine Networks with the correct information related to their service when reporting issues.
2.12	<p>The more information a customer can provide on the problem, the more accurately Vine Networks will be able to determine the root cause and implement a solution in the quickest timeframe. When contacting the Vine Networks NOC a customer must, as a minimum, provide the following information:</p> <ul style="list-style-type: none"> Customer name; Service ID of the Service affected by the Incident (if available);

	<ul style="list-style-type: none"> Name and contact details of the person reporting the Incident on behalf of the Customer; Description of the Incident with as much detail as possible; Details of any diagnostics that have been performed by the Customer; Customer Site contact preferably with a mobile phone in the event we require mobility; Name and location of the Customer Site that is affected by the Incident; and Business or trading hours of the site.
2.13	Vine Networks reserves the right to charge a customer in the event that Vine Networks is called to diagnose an Incident that is subsequently proven to be in the Customer's Equipment, or infrastructure used by the Customer that is supplied by a third party provider (e.g. not Vine Networks or Vine Networks' third party suppliers). This also applies to Incidents that occur on Vine Networks Equipment or Vine Networks Infrastructure caused by negligent use or misuse by the Customer or its agents, suppliers, customers or contractors
2.14	Vine Networks defines Incident priorities as outlined in the table below
Security Level	DESCRIPTION – Table 1 Incident 1 through to 4
Network Priority 1	Severe business impact. Critical business services are hard down.
Network Priority 2	High business impact. Non-critical services down. Service degradation
Network Priority 3	Minor service degradation, specific service functionality unavailable
Network Priority 4	A minor service issue
2.15	Vine Networks will respond to Incidents and work to restore a service as detailed in the service tables in section 5 of this Service Schedule and SLA.
2.16	Vine Networks does not guarantee that a Service will be restored within the times specified in the service tables in section 5 of this SLA, however, Vine Networks will use all reasonable endeavours to restore a Service within the times specified.
2.17	When an Incident is logged, the Vine Networks NOC: <ul style="list-style-type: none"> Agree with the Customer the level of Priority to be allocated to the Incident; Record the Incident in the Vine Networks' Service Management System and assign and quote a unique ticket number to the Customer; Manage any necessary escalations, remotely or at the Customer Site, to restore services within target restoration times; Update the Customer with the progress of the Incident via phone or email at mutually agreed intervals; and Advise the Customer when the Incident has been resolved via phone or email
	Service & Support Request Management
2.18	Any urgent Service Requests logged via email should be followed up with a phone call to the Vine Networks NOC with business justification for the urgent request. Complex Service Requests should be raised with the Account Manager in the first instance
2.19	Vine Networks defines Service Request priorities as outlined in the table below:
Security Level	DESCRIPTION – Table 1 Incident 1 through to 3
Service Priority 1	Service Request is required to ensure continual operation of the business
Service Priority 2	Service Request that has minimal impact to continual operation of the business
Service Priority 3	Service Request that is non urgent, has no impact and is not required for continual operation of the business
2.20	Vine Networks will respond to Service Requests and work to fulfil a request as detailed in the service tables in section 5 of this Service Schedule & SLA.
2.21	Vine Networks does not guarantee that a request will be fulfilled within the times specified in the service tables in section 5 of this Service Schedule & SLA, however, Vine Networks will use all reasonable endeavours to fulfil a request within the times specified
2.22	When a Service Request is logged, the Vine Networks NOC will: <ul style="list-style-type: none"> Agree with the Customer the level of Priority to be allocated to the Service Request; Record the Service Request in the Vine Networks' Service Management System and assign and quote a unique ticket number to the Customer;

	<ul style="list-style-type: none"> • Manage any necessary escalations, remotely or at the Customer Site, to fulfil Service Requests within target fulfilment times; • Update the Customer with the progress of the Service Request via phone or email at mutually agreed intervals; and • Advise the Customer when the Service Request has been fulfilled via phone or email
Escalation For Incidents or Service Requests	
2.23	<p>In the event:</p> <ul style="list-style-type: none"> • Customer's expectations have not been met; • Customer is of the opinion that progress on an Incident or Service Request is unsatisfactory; or • Incident or Service Request has not been resolved within SLA, The Customer may escalate in accordance with the support escalation matrix which is made available on delivery of service or from Vine Networks upon request.
Post Incident Reports (PIR's)	
2.24	<p>Upon request by a Customer, for Priority 1 Incidents, Vine Networks will use its reasonable endeavours to provide a draft post incident report within 48 hours from the time the service was restored. A full report will be provided within 5 Business Days thereafter. The post incident report will detail:</p> <ul style="list-style-type: none"> • Details of the incident including impact to service(s) • Timeline of activities • Fix or work-around • The root cause • Mitigation strategies
3 Service Availability and Rebates	
3.1	<p>Vine Networks technology platforms for delivering the Services are constructed using industry leading vendor equipment. The Targets for the relevant Services are described in the service tables located in section 5 of this document</p>
Rebates	
3.2	<p>The Customer is entitled to a Rebate as set out in section 5 of this SLA for the relevant Service where:</p> <ul style="list-style-type: none"> • Vine Networks 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 5 of this document; and • Customer has made a claim for the Rebate in accordance with section 3.3 within 5 Business Days of the end of the month in which the Incident was restored
3.3	<p>In order to lodge a claim for a Rebate the Customer must make a written request containing reasonable details as required by Vine Networks, and if applicable in the form provided by Vine Networks which may be updated from time to time. Claims for Rebate must be submitted via Vine Networks.com.au/support or Vine Networks.com.au/contact-us.</p>
3.4	<p>Once a claim is received, Vine Networks 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.</p>
3.5	<p>Vine Networks is not required to provide Service Availability during, and the Customer is not entitled to any Rebate for, any failure or failures by Vine Networks to meet any Target that results from any of the following occurrences:</p> <ul style="list-style-type: none"> • an Excluded Event; • Scheduled Maintenance; • Customer Equipment or an Incident on the Customer's side of the Service Delivery Point; • Customers removal of any Vine Networks Equipment; • any failure to immediately report the Incident to Vine Networks; • the improper use, alteration, or damage of the Service by Customer; • Service suspension in accordance with the relevant Service Order (if applicable); • modifications to the Service made by Customer or any party instructed or contracted by Customer and not provided or approved in writing by Vine Networks; • unavailability due to the service being ordered or provided as an Unprotected Service; • with respect to Colocation services, unavailability due to Customer Equipment only utilising a single power feed (i.e. not both A and B).
4 Maintenance & Scheduled Maintenance (Table for scheduled maintenance works)	
4.1	<p>It is necessary from time to time to perform Scheduled Maintenance to maintain Vine Networks Infrastructure. Vine Networks will use all reasonable endeavours to limit the frequency and impact of Scheduled Maintenance to its Customers.</p>

4.2	Vine Networks will provide the Customer with notice via email to the technical contact listed on the Service Order prior to the Scheduled Maintenance, with the exception of Colocation Services or Scheduled Maintenance performed by Third Parties, as follows:			
Type	Expected Impact	Notice Period		
Hazard	Work undertaken on Vine Networks Infrastructure which may impact Customer's Service if the work does not go as planned	5 Business Days		
Service Impacting	Customer's Service will remain operational although impacted in some way, such as a one second switch hit or increased latency due to an alternate traffic path being used	5 Business Days		
Outage	Customer's Service will be unavailable for the period of time mentioned in the notice	10 Business Days		
Emergency*	As per Hazard, Service Impacting or Outage	As soon as reasonably practicable with a goal of 8 hours minimum notice		
<i>*Emergency means a planned activity that Vine Networks deems necessary to be performed at short notice in order to: (a) correct any issue on a business critical system or service, or (b) protect the business or organization</i>				
4.3	In the case of Colocation Services or Scheduled Maintenance performed by Third Parties, Vine Networks will provide the Customer with as much prior notice as is reasonably possible in the circumstances.			
5	Service Tables			
5.1	Vine Networks will use all reasonable endeavours to meet the Service Level for the relevant Service in the following tables.			
5.2	The Vine Networks Target Restoration Time commences at the time the Incident or Service Request is first recorded with the Vine Networks Support Centre and ends on resolution of the Incident or fulfilment of the Service Request.			
5.3	For Data Services, the Service Levels are dependent on whether the Service has been delivered on Vine Networks fibre or other access types. For services that are not delivered on Vine Networks fibre, there are three SLA types available depending on whether Data Services have been delivered on Enhanced Access, Standard Access or Basic Access.			
	Service Delivery			
5.4	When Vine Networks receives a signed Service Order and all necessary information from the Customer, Vine Networks will commission the Service within the applicable timeframe for the particular Customer Site.			
5.5	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 Vine Networks. Unless expressed to the contrary in a Service Order, no remedies (including Rebates) are available for a failure to meet service delivery timeframe as specified in this SLA.			
Targeted SLA's For Premium Services				
Category	Priority	Period	Target	Rebate
Service Availability (excluding Unprotected Services)	N/A	24*7*365	≥ 99.95 < 99.95% - ≥99.7% < 99.7% - 99.5% < 99.5%	- 5% 10% 20%
Service Availability Target for Unprotected Services	N/A	24*7*365	≥ 99.9% [^]	-
Incident Response Time	NP1 NP2 NP3 NP4	24*7*365 24*7*365 Business Hours Only Business Hours Only	15 Minutes 30 Minutes 4 Hours 8 Hours	- - - -
Target Restoration Time*	NP1 NP2 NP3 NP4	24*7*365 24*7*365 Business Hours Only Business Hours Only	4 Hours 8 Hours 24 Hours 48 Hours	- - - -
Service Request Response Time*	SP1 SP2 SP3	24*7*365 Business Hours Only Business Hours Only	2 Hours 4 Hours 24 Hours	- - -

Service Request Fulfilment Time*	SP1	24*7*365	12 Hours	-
	SP2	Business Hours Only	24 Hours	-
	SP3	Business Hours Only	5 Business Days	-
Service Delivery	On-Net	Business Hours Only	45 Business Days	-
	Near-Net	Business Hours Only	60 Business Days	-
	Off-Net	Business Hours Only	90 Business Days	-
<i>* Vine Networks reserves the right to charge additional fees for service requests in accordance with the relevant service schedule</i>				
Targeted SLA's For Standard Services				
Category	Priority	Period	Target	Rebate
Service Availability	N/A	24*7*365	N/A	N/A
Incident Response Time	NP1	24*7*365	15 Minutes	-
	NP2	24*7*365	30 Minutes	-
	NP3	Business Hours Only	8 Hours	-
	NP4	Business Hours Only	12 Hours	-
Target Restoration Time*	NP1	24*7*365	N/A	-
	NP2	24*7*365	N/A	-
	NP3	Business Hours Only	N/A	-
	NP4	Business Hours Only	N/A	-
Service Request Response Time*	SP1	24*7*365	4 Hours	-
	SP2	Business Hours Only	8 Hours	-
	SP3	Business Hours Only	24 Hours	-
Service Request Fulfilment Time*	SP1	24*7*365	12 Hours	-
	SP2	Business Hours Only	24 Hours	-
	SP3	Business Hours Only	5 Business Days	-
Service Delivery	On-Net	Business Hours Only	45 Business Days	-
	Near-Net	Business Hours Only	60 Business Days	-
	Off-Net	Business Hours Only	90 Business Days	-
<i>* Vine Networks reserves the right to charge additional fees for service requests in accordance with the relevant service schedule</i>				
Targeted SLA's For Cloud & Co-Location Services				
Category	Priority	Period	Target	Rebate
Service Availability	N/A	24*7*365	≥ 99.9% < 99.9%	N/A 10%
Incident Response Time	NP1	24*7*365	2 Hours	-
	NP2	24*7*365	4 Hours	-
	NP3	Business Hours Only	8 Hours	-
	NP4	Business Hours Only	12 Hours	-
Target Restoration Time*	NP1	24*7*365	4 Hours	-
	NP2	24*7*365	8 Hours	-
	NP3	Business Hours Only	24 Hours	-
	NP4	Business Hours Only	48 Hours	-
Service Request Response Time*	SP1	Business Hours Only	4 Hours	-
	SP2	Business Hours Only	8 Hours	-
	SP3	Business Hours Only	24 Hours	-
Service Request Fulfilment Time*	SP1	24*7*365	12 Hours	-
	SP2	Business Hours Only	24 Hours	-
	SP3	Business Hours Only	5 Business Days	-
Service Delivery	<i>This is determined on a case-by-case basis</i>			
<i>* Vine Networks reserves the right to charge additional fees for service requests in accordance with the service schedule.</i>				
<i>* The service delivery target for Cloud Services applies only to the setup of base Cloud environment, and does not include custom configuration, data, system or VM migration work.</i>				
<i>* Rebate Calculation is according to the formula below:</i>				

Rebate calculation = Minutes of downtime in month / Total minutes in the month x Rack Service Fee for the month
Service Level Targets run concurrently. Downtime is calculated starting at the time of the first Service Level Target Failure and continues until all three Service Level Targets are restored.

6 Definitions	
6.1	<p>In this Service Level Agreement (SLA), the following terms have the meaning set out below:</p> <ul style="list-style-type: none"> • Additional Target Restoration Time has the meaning set out in clause 5.6 of this document. • Basic Access means the level of service which applies where Data Services are provided in part by a service which is provided on the basis of mass market grade performance and a reasonable endeavour obligation to deliver. • Business Continuity Services has the meaning set out in the Business Continuity Service Schedule which is made available by Vine Networks to the Customer. • Business Day means a day that is not a Saturday, Sunday or public holiday in the region in which the Service is supplied. • Business Hours (BH) means 0800hrs to 1700hrs on any Business Day in the region in which the Service is provided. • Circuits which mean the Dark Fibre Service provided to Customer as per this Service Schedule. • Cloud Services which includes Compute, Storage, Backup, Firewall, Archive, Disaster Recovery and software as defined in the Cloud Service Schedule which is made available by Vine Networks to the Customer. • Colocation Services has the meaning set out in the Colocation Service Schedule which is made available by Vine Networks to the Customer. • Complex Service Requests means a request that involves specialised design activities to be undertaken to fulfil the request. • Customer means the party with whom Vine Networks has entered into an agreement to supply Services. • Customer Equipment means any hardware, software, equipment, systems and cabling provided by the Customer • Customer Premise Equipment means any hardware, software, equipment, systems and cabling provided by Vine, Vine Networks, Vine Wholesale, or another Vine entity, to Customer. • Customer Site means sites from which the Customer connects to the Services. • Dark Fibre Services has the meaning set out in the Dark Fibre Service Schedule which is made available by Vine Networks to the Customer.
Data Services includes:	<ul style="list-style-type: none"> • IP Transit and other Internet as defined in the Internet and IP Transit Service Schedule; • Wavelength Services as defined in the Wavelength Service Schedule, which are made available by Vine Networks to the Customer. • ENNI means External Network-to-Network Interface that provides the capability to exchange Ethernet frames.
Excluded Event means:	<ul style="list-style-type: none"> • <i>a breach of the relevant Service Order by the Customer;</i> • <i>a Force Majeure Event;</i> • <i>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;</i> • <i>a negligent, fraudulent or wilful act or omission of the Customer or its personnel; or</i> • <i>a failure of any of the Customer's Equipment.</i>
Force Majeure Event Means:	<p>Any event that is beyond the reasonable control of a party and which prevents a party from performing, or delays the performance of, any of its obligations under the relevant Service Order including (without limitation):</p> <ul style="list-style-type: none"> • forces of nature, any act of God, fire, storm or explosion; • any strike, lockout, industrial action, war, sabotage, riot, act of terrorism, any denial of service attack, insurrection, civil commotion, national emergency (whether in fact or in law), power shortage, epidemic, quarantine, radiation or radioactive contamination; • any action or inaction by any organ of government or government agency; • a change in any law including any new law; or • a breakdown of plant, machinery or equipment, telecommunications failure or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material (including short supply from the regular source or regular supplier), <p>to the extent that the act, event or cause is beyond the reasonable control of the affected party.</p>
General Meanings	<ul style="list-style-type: none"> • GPO means the general post office in a city or town. • Hardware Failure means an intrinsic fault with the Vine Networks Equipment rendering it incapable of performing its primary function or intended purpose. • Incident means any issue that affects the normal operation of the Service.

- **Isolated Area** means any area within the footprint of the BSS Network which is defined as a ‘Very Remote’ or ‘Remote’ geographical area in the most recent ‘Accessibility Remoteness Index of Australia plus (ARIA+)’ published by the Australian Population
- **Invoice Period** means the period for which advanced payment of the Monthly Service Fee is required as set out in the Service Order or such other period as notified by Vine Networks from time to time.
- **Limited Access Area** means any area within the footprint of the BSS Network that cannot reasonably be accessed by road and would require some element of air or
- **Metro Area** means an area within Australia bounded by a radial distance up to and including 50km from the GPO in Adelaide, Brisbane, Canberra, Darwin, Hobart, Newcastle, Melbourne, Perth and Sydney or where no GPO is available, the town hall.
- **Monthly Service Fee** means the monthly recurring fees payable by the Customer specified in the Service Order.
- **Network Management System** means the platforms and systems used to monitor the Vine Networks Network and Customer infrastructure.
- **Off-Net** means a Customer Site where Vine Networks Infrastructure is not available or civil works are required where distances greater than 500 Meters.
- **On-Net** means a Customer Site where Vine Networks Infrastructure is available or nearby and civil works are not required.
- **Near-Net** means a Customer Site where Vine Networks Infrastructure is nearby and civil works are or maybe required.
- **OTT Services** means Over-The-Top services and refers to the connectivity architecture where SIP connection between the customer and Vine Networks is established over the internet and not via a private connection. To remove doubt OTT refers to all cases of connectivity over the internet irrespective customer’s internet service provider.
- **Priority** means the level of classification of the Incident or Service Request allocated to the Customer based on Table 2 and Table 3.
- **Rebate** means a credit applied to the Monthly Service Fee in respect of a failure to meet a Service Level.
- **Regional Area** means an area within Australia with a distance of more than 50km and less than or equal to 500km from the GPO in the closest Metro Area.
- **Remote Area** means an area within Australia with a distance of more than 500km from the GPO in the closest Metro Area.
- **Response Time** means the time between an Incident or Service Request being recorded via phone or email and when an engineer has been assigned to work on the Incident or Service Request.
- **Restoration Time** means the time between an Incident or Service Request being reported by the affected customer to the Vine Networks Support Centre, and resolution of the Incident or fulfilment of the Service Request.
- **Scheduled Maintenance** means the planned periods when Vine Networks or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.
- **Scheduled Maintenance Window** means the period set out in relevant Service Order or, if not set out in the relevant 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 Vine Networks may advise the Customer.
- **Major Rural Area** means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.
- **Minor Rural Area** means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.
- **Remote Area** means an area in which the relevant Premises is located which is not an Urban Area, Major Rural Area or Minor Rural Area
- **Service means** the services described in section 1.1 with the options and features requested in the Service Order, and any related goods (including equipment) and ancillary services which Vine Networks supplies to the Customer in connection with that Service.
- **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.
- **Service Delivery** means the process of setting up the service. The ‘Target’ service delivery timeframe is dependent upon many factors of which some are beyond Vine Networks’ reasonable control including, but not limited to, potential issues related to access to properties, permits, availability from upstream suppliers, cooperation and assistance from Customers, heritage, geological and other planning issues.
- **Service Delivery Point** means the sites specified in the Service Order where Vine Networks will install the Vine Networks Equipment.
- **Service ID** means the reference identification number allocated by Vine Networks to the Customer’s Service Order or Service (whichever is applicable).
- **Service Level** means the measured and reported achievements attained by Vine Networks against one or more Targets.
- **Service Location** means the location of any service’s purchased by Customer on any Service Order.

	<ul style="list-style-type: none"> • Service Management System means the system Vine Networks uses to manage Incidents, Requests and Customer communications. • Service Order means the agreement for the provision of a Service by Vine Networks, signed on behalf of both parties. • Service Request means a request from the Customer for information, advice, add, move, change or access to an IT function. • Standard Access means the level of service which applies where Data Services are provided in part by a Third Party service which is provided on the basis of mid-level performance and assurance levels to deliver. • Target means the performance metrics (in the applicable table under the heading “Metric”) outlined in section 5 of this SLA. • Third Party means a supplier that provides services utilised by Vine Networks to deliver Vine Networks services to the Customer. • Third Party Data Centre Services means either Colocation or other Services sold through a third party data centre. • Unprotected Service has the meaning set out in the applicable Ethernet service schedule and Wavelength service schedule. Where Unprotected is not defined in the product service schedule, those services are not considered Unprotected. • Urban Area means an urban centre with a population equal to or greater than 10,000 people. • Vine Networks means either Vine Networks Pty Ltd (ABN 97 633 076 383) or their related bodies corporate (as defined in the Corporations Act 2001 (Cth)), Vine Wholesale Pty Ltd, Vine Direct Pty Ltd or their related companies (as defined in the Companies Act 1993) and their authorised subcontractors and agents.
	<ul style="list-style-type: none"> • Vine Networks Equipment means any items or equipment owned or used by Vine Networks in the provision of a Service that is: <ul style="list-style-type: none"> - provided by Vine Networks to the Customer for use as part of or in connection with the Services; or - to which Vine Networks permits the Customer to access as part of, or in connection with, any Services.
	<ul style="list-style-type: none"> • Vine Networks Infrastructure means any items, equipment owned or used by Vine Networks including computer hardware and software and any telecommunication network, equipment, facilities or cabling owned, controlled or utilised by Vine Networks including, without limitation, Vine Networks Equipment. • My Account means the interface that enables the Customer to manage and or access information about a Service. • Vine Networks NOC means the Vine “Network Operations Centre” which provides support to Customers for the recording and management of Incidents and Service Requests.

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