



Business Cloud

Service Level Agreement (SLA)

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**iiNet Limited**

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## 1. Purpose

This Business Cloud Service Level Agreement (**SLA**) describes the terms and conditions that apply to iiNet's Commitment in respect of the supply of Business Cloud. Please note that this SLA only applies to Business Cloud provided by iiNet pursuant to your Customer Relationship Agreement (**CRA**).

This SLA covers all aspects of customer service and your experience dealing with iiNet. The terms and conditions outlined in this SLA are additional to, and must be read in conjunction with, the CRA. To the extent of any inconsistency between the terms in this SLA and the general terms set out in the CRA, the terms in this SLA prevail.

## 2. Scope of Services

For the avoidance of doubt, this SLA only covers Business Cloud. Defined terms are set out in section 8 (Definitions).

## 3. Contacting iiNet

iiNet  
Business Hosting and Domains: 1300 378 638  
Email: [support@iinethosting.net.au](mailto:support@iinethosting.net.au)

The Business Hosting and Domains Support team is tasked with meeting the specific needs of iiNet's business customers, offering a professional, personalised priority service. If there is anything in this SLA that you would like to discuss, please contact the Business Hosting and Domains Support team.

Before contacting iiNet about a fault, please check that your virtual machine or your local network is without fault. If you believe that the problem is with iiNet's Business Cloud service, iiNet's network and not a local problem, you must log the fault with the Business Hosting and Domains Support team. Dedicated business support engineers will ensure that your enquiry is handled in a knowledgeable and professional manner.

Where your call cannot be answered promptly, you will be advised of the estimated wait time and presented with a call back option.

## 4. Notification of Planned and Emergency Maintenance

From time to time it is necessary for iiNet and its upstream providers to perform upgrades or maintenance on iiNet's national network. iiNet will use its best endeavours to provide notification of planned maintenance in accordance with the Planned Maintenance Notification Target set out in Section 5 via the iiNet Network Status page at <http://www.iinet.net.au/status/> and via the "Net Status" email subscription (subscription to

“Net Status” is your responsibility), but iiNet will have no liability to you where iiNet fails to do so. Wherever possible, planned maintenance will be conducted outside Business Hours.

On occasions it maybe necessary for iiNet or its upstream providers to undertake emergency maintenance on iiNet's Systems or National Network at short notice or in extreme cases with no notice. In circumstances where an emergency service interruption is required, iiNet reserves the right to undertake the service interruption without notice. In such cases, iiNet will use its best endeavours to notify you prior to any emergency service interruption in accordance with the Emergency Maintenance Notification Target set out in Section 5, but iiNet will have no liability to you where iiNet fails to do so.

In the case of unplanned maintenance or fault conditions, iiNet will use its best efforts to notify you via the iiNet Network Status page.

## 5. SLA Service Schedule

<b>Fault Reporting and Response</b>	
Fault Reporting Coverage Window	24 hours a day, 7 days per week
Response/Restore Coverage Window	8:00AM to 8:00PM AEST on Business Days
Technical Response Target	4 Business Hours*
Customer Fault Update Target	4 Business Hours*

<b>Notification of Planned and Emergency Maintenance</b>	
Planned Maintenance Notification Target	3 Business Days
Emergency Maintenance Notification Target	1 Business Day
Unplanned Fault Notification	2 Business Hours*

<b>Service Availability (Business Cloud, Connectivity)</b>	
iiNet's Service	99.9%

<b>Claims Qualification and Rebate (Business Cloud, Connectivity)</b>
Subject to the terms of the SLA, you may receive a rebate of the applicable service fee for the period of any Downtime experienced.

Service Availability is the percentage of time that Business Cloud is available to you for the relevant Month. The Service Availability is calculated in accordance with the formula below:	
<b>Service Availability</b>	$= \frac{\text{Total Hours for the Month} - \text{Downtime}^{\wedge}}{\text{Total Hours for the Month}} \times 100$

^Downtime starts when a fault with the Business Cloud service is recorded by iiNet's designated business services technical support staff and ends when iiNet determines that the period of unavailability of the Business Cloud has ended.

## 6. Rebate Process

Where applicable and subject to the terms and conditions in this SLA, you may be eligible for a rebate where iiNet's Commitment to Service Availability made under this SLA is not met.

Where you believe that under this SLA you are entitled to claim a rebate you need to complete and submit the iiNet Service Level Agreement Rebate Claim Form.

When the rebate claim is validated by iiNet, iiNet will credit your account with the applicable rebate.

In order to receive a rebate from iiNet, you must:

1. lodge a fault report with iiNet;
2. correctly complete and lodge a rebate claim form within 30 day period after the fault was rectified;
3. satisfy iiNet that none of the rebate exemptions in section 7.3 apply; and
4. provide any additional information required by iiNet to validate your rebate claim.

## 7. Terms and Conditions

### 7.1. General

iiNet sets minimum performance targets and Commitments for Service Availability and will provide you with a rebate when its Commitments for Service Availability are not met and you have completed the rebate process in section 6. You acknowledge that iiNet do not warrant the availability of other characteristics of the Services or that any target response or restoration times will be met.

### 7.2. Rebate payments

Any rebate payable will be in the form of a credit to your relevant iiNet customer account. Rebates are not redeemable for cash. Rebate payments can only be claimed once a Month.

### 7.3. Rebate exemptions

iiNet may reject a rebate claim for any of the following reasons:

- 7.3.1. the rebate is not claimed in writing within 30 days of resolution of the Event, using the iiNet Service Level Agreement Rebate Claim Form;
- 7.3.2. you are in default of its CRA with iiNet;
- 7.3.3. at any time during the Month in which the Event took place you have failed to pay any money to iiNet as and when it was due;

- 7.3.4. failure by iiNet to achieve the relevant service Commitment is caused directly or indirectly by, or arises from or in connection with:
- 7.3.4.1. a Force Majeure Event;
  - 7.3.4.2. planned maintenance;
  - 7.3.4.3. scheduled emergency maintenance;
  - 7.3.4.4. your or your personnel's act or omission caused the Event;
  - 7.3.4.5. the exercise of iiNet's right to suspend a service in accordance with the CRA, or, if you and iiNet have entered into another written agreement for the supply of the Services, in accordance with the terms of that agreement;
- 7.3.5. the fault report has not been acknowledged by iiNet, or iiNet network and systems management and diagnostics tools are unable to confirm the claim;
- 7.3.6. the rebate claim does not refer to a Commitment made by iiNet under this SLA;
- 7.3.7. the Event is due to factors that are external to iiNet's network or circumstances or actions of third parties beyond iiNet's direct control; or

## 8. Definitions

<b>Business Day</b>	A day other than a Saturday, Sunday or public holiday in the state or territory where the Service is being provided by iiNet.
<b>Business Cloud</b>	All currently advertised Business Cloud services provided by iiNet, including: <ul style="list-style-type: none"> <li>• Business Cloud 1-4 plans</li> </ul>
<b>Business Hours</b>	8:30AM to 6:30PM on Business Days (AEST).
<b>Commitment</b>	A committed metric that iiNet undertakes to meet and which is backed by a rebate under this SLA.
<b>Customer Fault Update Target Period</b>	Frequency of status updates provided to you unless longer period is agreed. Status updates include updating of the iiNet Network Status page, Net Status emails, fault ticket responses and or direct communication provided between you and iiNet staff.
<b>Downtime</b>	Downtime means the aggregate number of hours that the Services are unavailable due to issues with the iiNet systems, network or iiNet's carrier's network, except for programmed outages.
<b>Emergency Maintenance Notification Target</b>	The Target for iiNet to provide you with notification of upcoming scheduled emergency maintenance, which commences at the time that iiNet starts work on the emergency maintenance.
<b>Event</b>	An event (for example service outage) for which you may be eligible to claim a rebate.

<b>Fault Reporting Coverage Window</b>	Hours of operation during which you may log a fault.
<b>Force Majeure Event</b>	<p>a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;</p> <p>b) any strike, lockout, work stoppage, or other industrial action;</p> <p>c) any failure or delay, or other act or omission of the customer or any third party (including third party carriers and carriage service providers), including cable cuts and failures to provide goods or Services or access to premises;</p> <p>d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits licenses or authorities;</p> <p>e) emergency maintenance requirements; or</p> <p>f) any other event beyond the reasonable control of iiNet.</p>
<b>iiNet</b>	iiNet Limited, ACN 068 628 937.
<b>Month</b>	A calendar month starting on its first day. Service Availability does not apply to any other period.
<b>Monthly Base Fee</b>	The minimum monthly charge for the Business Cloud service, disregarding excess usage charges, equipment charges, support services and any other additional charges, as payable by the customer for the calendar month in which the event occurred.
<b>Planned Maintenance Notification Target</b>	The Target for iiNet to provide you with notification of upcoming planned maintenance and the maintenance being undertaken, which commences.
<b>Response/Restore Coverage Window</b>	Hours of operation during which fault responses or restoration will be actioned by the iiNet Business Hosting and Domains Support team. Where a fault is reported outside of these hours, restoration will commence at the beginning of the following coverage window.
<b>Services</b>	The relevant telecommunications services identified in the CRA.
<b>Service Availability</b>	Has the meaning set out on page 4 of this SLA.
<b>Target</b>	A time period that is an aspirational metric that iiNet will use best endeavours to meet but which is not backed by a rebate under this SLA.
<b>Technical Response Target</b>	The Target for iiNet to provide you with a first technical response, which commences at the time that you report a fault or made a technical enquiry to iiNet.
<b>Unplanned Fault Notification Target</b>	The Target for iiNet to provide you with

	notification of a non-isolated fault condition, which commences at the time that iiNet identifies the non-isolated fault condition.
<b>You</b>	iiNet's customer who has submitted an application form to iiNet and who acquires and uses the Services from iiNet.