

**5G NETWORK OPERATIONS
CLOUD SERVICE LEVEL
AGREEMENT**

1. Definitions

- 1.1. "Aggregated Accessibility Level" refers to the total uptime of a Service, as measured by the Provider in accordance with Clause 2.2 of this Agreement, calculated as the percentage of a full thirty (30) day calendar month.
- 1.2. "Customer" refers to the person or entity purchasing a service from 5G Network Operations Pty Ltd.
- 1.3. "Provider", "5GN" and "5GN Group" refers to 5G Network Operations Pty Ltd.
- 1.4. "Service" or "Services" refers the Cloud Services to which this Service Level Agreement is expressly stated to apply in an Order Form or applicable Service Schedule.

2. Relationship to Other Documents

- 2.1. This Service Level Agreement supplements the General Terms and any applicable Service Schedule.
- 2.2. This Agreement does not constitute a warranty or guarantee of service availability. Service credits described in this Agreement are the Customer's sole and exclusive remedy for failure to meet the service levels described herein.
- 2.3. If there is any inconsistency between this Agreement and the General Terms, the General Terms prevail except to the extent this Agreement expressly provides service credits.

3. Accessibility Service Level Agreement

- 3.1. The Provider will maintain, subject to the exceptions of this Agreement, a target Aggregated Accessibility Level of 99.9% per calendar month.
- 3.2. To claim a remedy under this Agreement, the Customer must report any periods in which a Service is experiencing an outage (a 'Suspected Degraded Period') to the Provider within 24 hours of its occurrence.
- 3.3. Upon receipt of a SLA claim, the Provider will calculate the Aggregated Accessibility Level of the Service to determine if it falls below 100%. To do so, the Provider will:
 - a) verify the rate of ICMP packet loss to core routers in the 5GN datacentre for the relevant Service, utilising various on and off network monitoring systems that are selected by 5GN acting reasonably;
 - b) calculate the total time throughout the calendar month during which ICMP packet loss exceeded fifty (50) percent from two or more monitoring systems (the 'Verified Degraded Period');
 - c) subtract the Verified Degraded Period from a full thirty (30) day calendar month, then divide by a full thirty (30) day calendar month to calculate a percentage value.
- 3.4. A Verified Degraded Period is not counted towards the Aggregated Accessibility Level if, the Provider reasonably determines, it is determined to be the result of a Customer's actions, including but not limited to service changes or malicious activity.

4. Exceptions to the Service Legal Agreement

- 4.1. A Degraded Period is not claimable under this Agreement if, the Provider reasonably determines, it is determined to be the result of:
 - a) actions by the Customer or a third party;
 - b) malicious activity targeting the Customer's Service or the Provider's network;

- c) planned maintenance notified the Customer in advance where reasonably practicable, or emergency maintenance required to protect the security, integrity or stability of the Provider's network or services ; or
 - d) legal proceedings or law enforcement requests.
- 4.2. If the Provider reasonably determines the Customer is found to have breached the Terms of Service or other agreements entered into with the Provider, the Provider has no liability under this Agreement.
- 4.3. Products or Services sold with a varied service level agreement are excluded from this Agreement.

5. Sole Remedies

- 5.1. As the sole remedy under this Agreement, the Provider may issue an account credit to the value of ten (10) times the cumulative Verified Degraded Period(s) of a calendar month. For example, a one (1) hour Verified Degraded Period, assessed to be eligible under this SLA, would result in a remedy of ten (10) hours of service credit.
- 5.2. Credits under Clause 4.1 are capped to 100% of the monthly recurring cost of the Service paid by the Customer for that month.
- 5.3. Service credits must be applied for by the Customer and, if approved, will be applied to future invoices only and are not redeemable for cash.

6. Changes and alterations

- 6.1. The Provider may alter this Agreement at any time. Changes will be made available via the Provider's website. Changes made shall become effective from the date a revised document is published and will not apply retrospectively to any claim submitted prior to that date.

7. Governing law

- 7.1. The Customer agrees that this Agreement is governed by the exclusive jurisdiction of Victoria, Australia.
- 7.2. If the Provider reasonably determines the Customer is found to have breached the Terms of Service or other agreements entered into with the Provider, the Provider has no liability under this Agreement.
- 7.3. Products or Services sold with a varied service level agreement are excluded from this Agreement.

8. Sole Remedies

- 8.1. As the sole remedy under this Agreement, the Provider may issue an account credit to the value of ten (10) times the cumulative Verified Degraded Period(s) of a calendar month. For example, a one (1) hour Verified Degraded Period, assessed to be eligible under this SLA, would result in a remedy of ten (10) hours of service credit.
- 8.2. Credits under Clause 4.1 are capped to 100% of the monthly recurring cost of the Service paid by the Customer for that month.
- 8.3. Service credits must be applied for by the Customer and, if approved, will be applied to future invoices only and are not redeemable for cash.

9. Changes and alterations

9.1. The Provider may alter this Agreement at any time. Changes will be made available via the Provider's website. Changes made shall become effective from the date a revised document is published and will not apply retrospectively to any claim submitted prior to that date.

10. Governing law

10.1. The Customer agrees that this Agreement is governed by the exclusive jurisdiction of Victoria, Australia.