

5GN CO-LOCATION SERVICE SCHEDULE

5G NETWORK OPERATIONS PTY LTD

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5GN CO-LOCATION SERVICE SCHEDULE

BACKGROUND

- A 5G Networks Pty Ltd ACN 163 312 025 and companies in the 5GN Group supply a range of Services and Hardware to Customers, including the supply of Co-Location Services and related services.
- B This document applies to the supply of Co-Location Services and related goods and/or services to a Customer and, along with the applicable Specifications and General Terms, constitutes the Supply Agreement that governs the supply of Co-Location Services to the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the contrary intention appears:

- (a) **5GN** means 5G Network Operations Pty Ltd ACN 620 305 393 and where relevant another entity in the 5GN Group.
- (b) **Activation Charges** means the activation charges specified in the Supply Agreement.
- (c) **Additional Services** means any services ordered by a Customer in accordance with clause 2.3.
- (d) **Agreed Coverage Period** means 24 hours a day, 7 days a week, 52 weeks a year.
- (e) **Authorised Person** means a person who is authorised by the Customer in accordance with the Supply Agreement to access the Facility for and on behalf of the Customer.
- (f) **Authorised Persons List** means a list that is maintained by the Customer and given to 5GN which contains the names and contact details of Authorised Persons.
- (g) **Co-Location Space** means space in a Facility provided by 5GN to a Customer, the details of which are specified in the Supply Agreement. That space can be altered by 5GN from time to time under clause 3.4.
- (h) **Co-Location Services** means the services referred to in clause 2.2.
- (i) **Common Areas** means all parts of a Facility from time to time provided for the common use of more than one of the occupiers of the Facility and their visitors including areas earmarked for vehicular and pedestrian access, common passages, stairways, lifts, escalators, loading bays, fire escapes, toilet facilities and storage areas.
- (j) **Consumables** means supply items such as film, toner, developer, optical exposure lamps, glassware, paper, ribbons, fuser, consumable kits, hammer springs, copper patch and fibre leads, cable management, power cables, tape media, patch panels, cable

pass thru adapters or accessories and similar items that may be used in connection with the Customer Equipment.

- (k) **Cross Connects** means the services provided by 5GN under clause 8.
- (l) **Customer** means the person or entity named in the Supply Agreement as the customer.
- (m) **Customer Equipment** means equipment and Systems owned or operated by the Customer which are necessary for the supply of Services to the Customer.
- (n) **Customer Representative** means the person specified in the Order Form or otherwise notified to 5GN by the Customer as the Customer Representative in accordance with the Supply Agreement from time to time.
- (o) **Data Centre** means the physical premises or facility at which 5GN supplies Co-Location Services.
- (p) **Excused Downtime** means the number of minutes in month, rounded to the nearest minute that the Service is 'down' due to:
 - (i) the Customer's acts or omissions or the acts or omissions of the Customer's End Users, agents, contractors or anyone the Customer is responsible for;
 - (ii) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
 - (i) any failure, incompatibility or error in the configuration of Customer Equipment (including cross-connect cables used by the Customer to connect to the Services);
 - (ii) 5GN suspending the Service in accordance with the Supply Agreement;
 - (iii) a Fault that arises and is resolved within a Planned Outage Period;
 - (iv) a Planned Outage Period; or
 - (v) a Force Majeure Event.
- (q) **Facility** means the building or facility where the 5GN data centre is located as specified in the Supply Agreement.
- (r) **Facility Rules** means the rules, regulations, policies and procedures relating to the Facility, access to the Facility and its use, as notified by 5GN from time to time.
- (s) **Fault** means a fault of the type described in clause 14.2, but excludes circumstances arising as a result of a Force Majeure event or as a result of damage caused by the Customer or the Customer's staff, agents or contractors. For the avoidance of doubt except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 13.1, Planned Outage Periods are not Faults for the purposes of the Supply Agreement.

- (t) **Fault Restoration Target** refers to the targets set out in clause 14.6.
- (u) **Fault Ticket** has the meaning given in clause 14.3.
- (v) **General Terms** means:
 - (i) if 5GN and the Customer are parties to an MSA, the terms set out in the MSA; or
 - (ii) if 5GN and the Customer are not parties to a MSA, the general 5GN General Terms and Conditions which are available at <https://5gnetworks.au/terms-conditions/>.
- (w) **Help Desk** means a service offered by 5GN accessed by a telephone number, email address or ticketing or similar platform, as advised by 5GN from time to time, which may be used to convey potential fault information to 5GN.
- (x) **Maximum Inclusive Power Draw** means the maximum inclusive power draw specified in the Supply Agreement.
- (y) **MSA** means a Master Services Agreement made between 5GN and a Customer.
- (z) **Planned Outage Period** means a period during which 5GN may carry out work on the Facility, its networks or systems.
- (aa) **Rack** and **Standard Rack** means a standard co-location rack supplied by 5GN to the Customer at the Facility, the specifications of which are set out in the Supply Agreement or published by 5GN from time to time.
- (bb) **Recurring Service Fees** means the Fees specified in the Supply Agreement that are payable on an ongoing basis during the Term of the Supply Agreement.
- (cc) **Remedy Period** means the period that:
 - (i) commences on the earlier of when the Fault is reported to the Help Desk, or when 5GN otherwise becomes aware of the Fault; and
 - (ii) ends when the Fault is remedied.
- (dd) **Remote Hands Service** means the services supplied by 5GN under clause 7.
- (ee) **Services** means Co-Location Services and Additional Services.
- (ff) **Service Availability** is calculated each month as uptime divided by the number of minutes in the month (less Excused Downtime), expressed as a percentage.
- (gg) **Service Availability Target** means each of the targets specified in clause 15.1 for the respective Services.
- (hh) **Standard Charge out Rate** means the hourly rates of 5GN, as published from time to time, for supplying services to a Customer.

1.2 Application of the General Terms

Expressions defined in the General Terms shall have the same meaning when used in this document (unless otherwise defined in this document). This document is to be interpreted in the way provided for in the General Terms.

2. CO-LOCATION SERVICES

2.1 Supply of Services

5GN agrees to supply Co-Location Services, Additional Services and related Goods and/or Services to the Customer in accordance with the Supply Agreement. The terms and conditions under which 5GN will supply, and the Customer will acquire, those Goods and/or Services are set out in the Supply, to the exclusion of all other contracts, arrangements or understandings.

2.2 Supply of Co-Location Services

5GN will supply Co-Location Services, which comprise:

- (a) the supply of Co-Location Space in accordance with clause 3;
- (b) allowing access to the Co-Location Space at the Facility in accordance clause 4;
- (c) the supply of power in accordance with clause 5;
- (d) the supply of a data centre environment in accordance with clause 6;
- (e) the supply of Remote Hand services under clause 7;
- (f) the supply of Cross Connect services under clause 8;
- (g) the supply of a Service Management Centre under clause 9; and
- (h) maintenance of physical security measures at the Facility in accordance with clause 10.

2.3 Additional Services

The Customer may request and 5GN may agree to supply Additional Services. Additional Service, if any, provided by 5GN will be charged to the Customer in accordance with the rate specified in the Order Form or other document by which the Customer requests for Additional Services.

2.4 Other services

5GN is not obliged to supply any services not comprising Co-Location Services or agreed Additional Services. Without limiting the foregoing, the Customer is solely responsible to maintain a procedure to back up and restore its own data.

2.5 Fee increases

Notwithstanding clause 7.12 of the General Terms, Fees for Co-Location Services automatically increase by 5% on each anniversary of the Commencement Date. 5G will not increase Fees for Co-Location Services to reflect changes in CPI (under clause 7.12(a)) or increased cost (under

clause 7.12(b)) of the General Terms unless the changes in CPI or increased cost for the previous period of 1 year exceed 5%. This clause 2.5 does not affect the right of 5G to increase Fees for increased power costs under clause 5.8.

3. CO-LOCATION SPACE

3.1 Licence to access and use the Co-Location Space

5GN grants to the Customer a limited and non-exclusive licence to access and use the Co-Location Space in accordance with the Supply Agreement. The Customer's rights of access and use do not constitute a lease or sublease of property. The Customer acknowledges and agrees that 5GN has not granted the Customer any real property or personal property interest in the Facility or Co-Location Space and it has no rights as a tenant or otherwise under any real property, personal property or landlord/tenant laws, regulation or ordinances. The Customer may use the space provided at the Facility only for the purposes of maintaining and operating the Customer Equipment as necessary to support local access communications facilities and links to third parties.

3.2 Non-standard racks

5GN may charge the Customer an additional Fee for Customer Equipment that does not comply with the specifications for a Standard Rack. Racks or floor space exceeding the maximum subscribed power draw will be charged at the next highest rate.

3.3 Maintenance of Co-Location Space and Customer Equipment

The Customer must keep the Co-Location Space clean, tidy and safe at all times. The Customer must maintain all Customer Equipment in good working order.

3.4 Change to Co-Location Space and relocation of Customer Equipment

5GN may, acting reasonably, change the Co-Location Space and require the Customer to relocate the Customer Equipment to an alternative Co-Location Space within the Facility provided the site of relocation shall afford comparable environmental conditions for the Customer Equipment and comparable accessibility to the Customer Equipment. If 5GN requires the Customer to relocate Customer Equipment, all costs relating to relocation of the Customer Equipment shall be borne by 5GN.

4. ACCESS TO THE FACILITY

4.1 Access by the Customer

5GN will provide Authorised Persons with access to the Customer Equipment and to Common Areas within the Facility. The Racks provided under the Supply Agreement will be dedicated to the Customer however the Customer acknowledges and agrees that they are located in a shared environment with equipment of other customers of 5GN.

4.2 Authorised Persons

The Customer must provide an Authorised Persons List and any changes to an Authorised Persons List to 5GN as soon as reasonably practicable. The Authorised Persons List must include names and contact details (email and

phone) of the Authorised Persons. The Customer must ensure that the Authorised Persons List held by 5GN is current and up-to-date at all times.

4.3 Access by other persons

Customer staff or suppliers engaged directly by the Customer that are not on the Authorised Persons List that require access must be authorised for access by 5GN. Except in an emergency, the Customer must give 5GN a minimum of 24 hours' notice that access is required by a person that is not an Authorised Person. 5GN will endeavour to provide access as soon as reasonably practicable.

4.4 Refusal of entry

5GN may refuse entry to any person who is not an Authorised Person or who does not comply with the Facility Rules. 5GN may also refuse entry to any person whose admission or presence is or would be, in the reasonable opinion of 5GN, detrimental to the security of the Facility.

4.5 Access cards

The Customer must ensure that access cards are only held by Authorised Persons. Access cards remain the property of 5GN at all times. The Customer must return all access cards to 5GN at the end of the Term. The Customer must notify 5GN immediately upon becoming aware of a lost or stolen Access Card and must pay 5GN's reasonable fees for replacement of the Access Card.

4.6 Compliance with Facility Rules

The Customer must comply with the Facility Rules and ensure that its Personnel, its Authorised Persons and all other persons provided with access at the request of the Customer comply at all times with the Facility Rules. 5GN may make changes to the Facility Rules from time to time as it, in its absolute discretion, deems necessary.

4.7 Access by 5GN

5GN and its Representatives may access the Customer's Racks for any purpose including to:

- (a) inspect and record the condition of the Co-Location Space or any other parts of the Facility;
- (b) remedy any breach of the Customer's obligations under the Supply Agreement;
- (c) repair, maintain, clean, alter or rebuild any part of the Facility;
- (d) independently inspect the power configuration; and
- (e) comply with its obligations under Supply Agreement.

The Customer must not restrict a 5GN Personnel to access the Facility, the Co-Location Space, the Racks or Customer Equipment at any time.

5. POWER SUPPLY

5.1 Power supply

5GN will supply uninterrupted power to all low voltage panels designated by 5GN to serve the Co-Location Space by way of an uninterrupted power supply system with back-up diesel generators. The Customer may connect into the power distribution unit designated by 5GN to serve the Co-Location Space for the purposes only of the provision of an electrical power supply to the Customer Equipment.

5.2 Compliance with technical and installation standards

The Customer must comply with 5GN's technical and installation standards in respect of the Facility and 5GN's electrical power management procedures and method statements on cable management and cable installation procedures each as set out in the Facility Rules to ensure that (without limitation):

- (a) no installation of, or modification, alteration or addition to, the Customer Equipment would result in increase to the floor loading or environmental conditions of the Customer Equipment above the levels specified by 5GN's technical and installation standards in respect of the Facility;
- (b) the power draw by the Customer Equipment does not exceed the Maximum Inclusive Power Draw;
- (c) the power draw by the Customer Equipment does not exceed the Maximum Inclusive Power Draw provided that the Customer shall be permitted to exceed the Maximum Inclusive Power Draw where:
 - (i) 5GN's technical and installation standards in respect of the Facility (including, without limitation, the cooling system and the ventilation installations for the provision of fresh and conditioned air) are not in 5GN's opinion prejudiced;
 - (ii) the Customer has submitted to 5GN details of the Customer Equipment and its proposed configuration for the approval of 5GN (at the cost of the Customer equivalent); and
 - (iii) the Customer has first obtained the consent of 5GN to the Maximum Inclusive Power Draw being exceeded (such consent not to be unreasonably withheld) provided that 5GN shall be entitled at any time thereafter to withdraw such consent where (in its opinion) 5GN's technical and installation standards in respect of the Facility are likely to be prejudiced.

5.3 Electricity charges

5GN will charge a Recurring Service Fee for electricity usage for the Customer Equipment up to the maximum kW per Rack set out in the Specifications. 5GN will check electricity usage monthly and any increase in power draw over the total power draw allowance will be charged at the additional 1 kW set out in the Specifications for the remainder of the Term. This charge is applicable per Rack. Any power draw will be rounded up to the next whole kW drawn.

5.4 Additional power

The Customer must provide 5GN with at least 2 months' written notice if it requires power draw greater than 5 kW in a Rack. 5GN will use reasonable endeavours to supply additional power but is not obliged to do so.

5.5 Suspension of service for excess power usage

If the Customer's actual power use exceeds 5 kW in a rack on two or more occasions in any 60 day period, 5GN may suspend or cancel supply of the Co-Location Services.

5.6 Reconnection charge

If the Customer's Service is suspended or cancelled under clause 5.5, 5GN may charge the Customer a reconnection charge if 5GN reconnects the Services, and any other associated costs.

5.7 Dual power and cross-feeding

If 5GN has provided the capability for dual power from two separate distribution paths, it is the Customer's responsibility to ensure that the Customer's Equipment is configured to take advantage of this power redundancy. If there is a loss of power supply to a single distribution path, it will not constitute a power failure or breach of any power availability service level. The Customer shall not engage in cross feeding of power. Cross feeding means the unauthorised connection of a power circuit to a cabinet, other than the cabinet specified by 5GN for such use.

5.8 Electricity price increases

If the electricity costs incurred by 5GN increase, 5GN may increase the Fees by an amount reasonably determined by 5G as resulting in 5G recovering the same margin on the Fees.

6. ENVIRONMENT

During the Term of the Supply Agreement, except during the Planned Outage Period, 5GN will ensure that the temperature and humidity in the Co-Location Space are maintained at appropriate levels.

7. REMOTE HANDS SERVICE**7.1 Supply of Remote Hands Service**

5GN may supply on-site technicians who will be available to provide services for the Customer Equipment including:

- (a) Power Cycling: Power cycling on servers, routers and switches; Plug/unplug of hot swappable network and peripheral cards;
- (b) Cabling and Connections: Plug/unplug and removal of inter-patch cable(s); Extend ad-hoc patch cables from patch panel to equipment within the Co-Location Space; Labelling and re-labelling of installed cable(s);
- (c) Inspection: Visual check on Customer Equipment; Take digital photos of installed Customer Equipment;
- (d) Tape Change: Ad-hoc/routine tape change;

- (e) Equipment Installation: Equipment installation/Rack-and-stack;
- (f) Report Generation: Access logs and snapshots of CCTV footages; Customized monthly report;
- (g) Miscellaneous: Cable patch within continuous racks with testing; Move equipment within space and cabinets; Pre-wiring of patch panels and equipment; Test carrier circuit with Customer provided tester; Storage; Other items as requested by 5GN from time to time.

7.2 Fees

5GN will charge fees for the Remote Hands Service by reference to the time taken by 5GN Personnel. Rate will be the rate published by 5GN from time to time.

8. CROSS CONNECTS

8.1 Existing Cross Connects

5GN will maintain and support the existing Cross Connects.

8.2 New Cross Connects

If requested by the Customer, 5GN will install, commission, test and maintain new Cross Connects (**New Cross Connects**) in accordance with the fees specified in the Supply Agreement, and if no fee is specified a fee that is agreed between the parties.

8.3 Fees

Fees for Cross Connects will be as specified in the Supply Agreement or as published by 5GN from time to time.

9. SERVICE MANAGEMENT CENTRE

During Business Hours, 5GN will make available a Service Management Centre to enable:

- (a) 5GN to respond to requests made by a Customer to the Service Management Centre; and
- (b) 5GN to respond to technical and user questions pertaining to Co-Location Services.

When making a request, the Customer must provide any information relating to that request reasonably requested by 5GN.

10. SECURITY

10.1 Security measures

5GN will maintain industry standard security measures at the Facility including alarms connected to 5GN's security control centre, CCTVs and proximity cards for access to the Facility.

10.2 Fire alarms

5GN will maintain a fire alarm system at the Facility comprising heat and smoke detectors and an automatic gas extinguishing subsystem.

11. PROVISIONING, INSTALLATION AND REMOVAL OF CUSTOMER EQUIPMENT**11.1 Provisioning and installation**

5GN is not obliged to commence provisioning and installation until the Customer has paid the Activation Charges. 5GN will commence the supply of goods and/or services on the later of the date specified for activation in the Supply Agreement and the date 5GN is able to commence the supply of Services. 5GN is not liable for any loss arising from delays in provisioning and installation. The Customer must take all reasonable steps to assist with the provisioning.

5GN is not required to transition Customer Equipment to the Facility or to install Customer Equipment at the Facility, unless the Customer has engaged 5GN to provide such services. It is the Customer's sole responsibility to assess its own computer, security and telecommunications needs and the functionality of the Customer Equipment. 5GN has no responsibility for the performance or security of applications installed on the Customer Equipment.

11.2 Connection to 5GN Systems

The Customer is responsible for the installation of any Customer Equipment and connections to 5GN Systems necessary for 5GN to supply the Services. The Customer must ensure that Customer Equipment does not have a detrimental effect on 5GN Systems and complies with all applicable Laws. 5GN may, without liability, immediately disconnect all or any of the Customer Equipment if 5GN reasonably considers that the Customer Equipment may:

- (a) cause death or personal injury;
- (b) cause damage to the property of 5GN or another person; or
- (c) materially impair the operation of 5GN Systems,

provided that, where and to the extent that it is reasonable for 5GN to do so, 5GN will notify the Customer before disconnection. Where Customer Equipment is located at a place under the control of the Customer, the Customer must promptly comply with a written request from 5GN to disconnect Customer Equipment in accordance with this clause.

11.3 Alterations to Co-Location Space

The Customer must not make:

- (a) any structural alteration or additions to the Co-Location Space; or
- (b) any non-structural alteration or addition to the Co-Location Space without the prior written consent of 5GN (such consent not to be unreasonably withheld) and then only by appointing 5GN to supervise the alteration or addition.

If there are any non-structural alterations or additions carried out in the Co-Location Space, 5GN may reinstate the Co-Location Space to the condition it was in prior to the non-structural alterations or additions and charge the Customer a reinstatement fee.

11.4 Removal of Customer Equipment at the end of the Term

No later than 30 days after the Expiry Date, the Customer must remove all Customer Equipment from the Facility, uninstall any services fed to Racks including carrier services, cabling and installed infrastructure. If the Customer does not comply with this clause, 5GN may remove the Customer Equipment or remaining services from the Facility and deliver it to the Customer's last known address. The Customer shall pay all reasonable costs incurred by 5GN to remove the Customer Equipment and connected services.

11.5 Make good

The Customer must restore the Co-Location Space to its original condition at the end of the Term or pay 5GN's reasonable costs of doing so.

12. CUSTOMER OBLIGATIONS**12.1 Assistance with provisioning**

The Customer must take all reasonable steps to assist with provisioning including:

- (a) ensuring that it is possible and safe for 5GN Personnel to obtain necessary access to a Site;
- (b) ensuring that relevant and appropriately authorised Customer Personnel are available to give 5GN Personnel timely guidance and instructions;
- (c) ensuring that Customer Equipment is ready at the appropriate times; and
- (d) following 5GN's reasonable instructions in connection with making any modifications to Customer Equipment reasonably necessary to enable 5GN to supply the goods and/or service.

12.2 Safeguards and security

- (a) The Customer must maintain adequate operational and technical safeguards and security procedures in relation to the Customer's and End Users' use of the Services, Customer Applications and Customer Content, and must comply with any technical documentation, user manuals or other documentation provided by 5GN in relation to the Services.
- (b) The Customer must ensure that all Customer Content and Customer Applications is encrypted at rest and in transit in accordance with 5GN's encryption standards (which will be provided to the Customer by 5GN) and that any laptop or tablet used to access, store or process Customer Content or End User's data has end point encryption installed.
- (c) The Customer must have in place appropriate software, systems and processes that are designed to detect and prevent loss of Customer Content and the data of End Users.

12.3 Compliance

The Customer must:

- (a) comply with all applicable Laws and must obtain and maintain any authorisation, permission, licence, waiver, registration or consent from any person including any Government Authority necessary or desirable for the legal and efficient supply of the goods and/or services by 5GN; and
- (b) comply with all policies and requirements of 5GN in respect of the performance of its obligations under the Supply Agreement.

12.4 Acceptable Use Policy

The Customer must comply with, and ensure that End Users comply with, the Acceptable Use Policy.

12.5 Access and passwords

The Customer must control access to and use of logins and passwords by the Customer's Personnel and End Users to ensure their compliance with the Supply Agreement.

12.6 Remote access by 5GN

The Customer must:

- (a) permit and facilitate remote access by 5GN's engineers which may be required as part of the Services; and
- (b) provide reasonable assistance in relation to 5GN's investigation of Service interruptions, outages and security issues.

12.7 Access

5GN grants the Authorised Person the right to access the Co-Location Space and Common Areas subject to other terms and conditions of the Supply Agreement.

12.8 Increased cost

The Customer must pay 5GN any additional costs incurred by 5GN as a result of the Customer failing to comply with this clause 12.

13. MAINTENANCE

13.1 Planned Outage Periods

5GN will, wherever reasonably practical in the circumstances, give the Customer at least 7 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by the Customer in respect of that Proposed Outage. The Customer acknowledges that such prior notice will not always be reasonably practicable, and that the Customer's requests in respect of a Proposed Outage may not be acted on.

13.2 Minimise Disruption

5GN will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

14. FAULTS AND FAULT TICKETS

14.1 Reporting Faults

The Customer must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

14.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
Impact	Critical entire business affected	High wide spread business impact	Medium VIP or small user impact	Low single user
Critical Critical site or business service offline Complete interruption of Services at multiple sites	P1	P2	P2	P3
High Significantly reduced performance of critical sites or business services Single site offline	P2	P2	P3	P3
Medium Single site degraded Secondary service degraded or offline Permanent solution or workaround is available to restore the functionality of the Service	P2	P3	P3	P4
Low No Impact	P3	P3	P4	P4

14.3 Fault Tickets

Upon being notified of a suspected Fault by the Customer and receiving a Fault report from the Customer, the Help Desk will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to the Customer.

14.4 Closure of Fault Tickets

When 5GN has remedied a Fault, it will notify the Customer that the Fault Ticket is “closed”.

14.5 Faults reported in error

If the Customer reports a Fault to the Help Desk in circumstances where the Service disruption is not due to a Fault within the Network (for example where

unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by the Customer, the Customer will bear the cost of 5GN sending contractors to investigate the reported Fault.

14.6 Fault restoration

5GN will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Targets set out below. For the purpose of this clause 14.6 a response is to be in the form of an email or message from 5GN to the Customer acknowledging existence of the Fault and outlining that the Fault is being investigated by 5GN (**Response**).

Fault	Response	Restoration Targets
P1	15 minutes	4 hours
P2	30 minutes	6 hours
P3	4 hours (during business hours)	2 Business Days
P4	8 hours (during business hours)	3 Business Days
Service request	2 Business Days	Negotiable

14.7 Information updates

During the Remedy Period, the Help Desk will, in response to a request from the Customer, provide updates in respect of the progress of any Fault resolution to the Customer where such information is reasonably available to 5GN.

15. SERVICE CREDITS

15.1 Service credits

Subject to the Service credit conditions listed in clause 15.2 and in the event of 5GN failing to meet the Service Availability Target, the following Service credits will apply (**Service Credits**):

Service	Service Availability Target	Incremental deviation from Service Availability	Service Credit for first increment	Service Credit for subsequent increments
Electrical Power	99.95%	0.5%	5% of the monthly recurring Fees for the affected Service	5% of the monthly recurring Fees for the affected Service
Climate Control – Temperature	99.95%	0.5%	5% of the monthly recurring Fees	5% of the monthly recurring Fees for the

Service	Service Availability Target	Incremental deviation from Service Availability	Service Credit for first increment	Service Credit for subsequent increments
			for the affected Service	affected Service
Climate Control – humidity	99.95%	0.5%	5% of the monthly recurring Fees for the affected Service	5% of the monthly recurring Fees for the affected Service

15.2 Service Credit conditions

The following conditions apply to Service Credits:

- (a) in any calendar month, the maximum Service Credit which Customer may be entitled to will not exceed the total Recurring Service Fees under the Supply Agreement;
- (b) where 5GN supplies third party services, Service Credits are limited to the service credit provided by the third party;
- (c) all period of unavailability must be verified by 5GN and approved Service Credits will be applied by 5GN to the invoice for the month following the month in which the Service Credit was approved;
- (d) the period of unavailability is measured from the time that 5GN becomes aware of the incident, whether notified by the Customer or otherwise, to the time the unavailability has been remedied to the reasonable satisfaction of the Customer; and
- (e) Customer will not be entitled to a Service Credit or termination right if the unavailability is caused by any of the following events;
 - (i) the Customer materially failing to comply with any of its obligations in the Supply Agreement; or
 - (ii) circumstances beyond 5GN's reasonable control, so long as the circumstances aren't contributed to by 5GN's breach of any agreements with the Customer, or by 5GN's negligence, and provided that 5GN uses its reasonable endeavours to remedy the same as soon as reasonably practicable after becoming aware of such circumstances.

15.3 Measuring Service Levels

- (a) **Electrical Power:** Power at 99.95+% availability. This is met by achieving less than five (5) minutes of unavailability over a twelve (12) month period (**Power SLA Threshold**) per Rack. For the purposes of this paragraph, a power service is considered unavailable when a functioning Rack that includes Customer provided automatic failover capability is powered by two (2) power circuits from different power busses, and both power circuits experience a simultaneous interruption in electrical power such that

the Rack experiences an interruption in electrical power. If unavailability exceeds the Power SLA Threshold, Customer will be entitled to the Service Credits outlined in clause 15.1.

- (b) **Temperature: Temperature at 99.95+% availability.** This is met by achieving less than fifty two (52) minutes of unavailability over a twelve (12) month period (**Temperature SLA Threshold**) per Rack. For the purposes of this paragraph, temperature is considered unavailable when the temperature drops below 64.4F (18 C) or exceeds 80.6 F (27 C). If unavailability exceeds the Temperature SLA Threshold, Customer will be entitled to the Service Credits outlined in clause 15.1.
- (c) **Humidity: Humidity at 99.95+% availability.** This is met by achieving less than fifty two (52) minutes of unavailability over a twelve (12) month period (**Humidity SLA Threshold**) per Rack. For the purposes of this paragraph, humidity is considered unavailable when the humidity drops below twenty five percent (25%) or exceeds sixty-five percent (65%). If unavailability exceeds the Humidity SLA Threshold, Customer will be entitled to the Service Credits outlined in clause 15.1.

15.4 SLAs only remedy

An entitlement to Service Credits under this clause 15 is the Customer's only remedy for Loss arising out of a Service not being available. The Customer acknowledges and agrees that SLAs and service credits are conventionally the sole remedy for non-availability of telecommunications and information technology services and that it enters into Supply Agreement with 5GN based on that understanding.