



# Service Schedule Nexon MPLS

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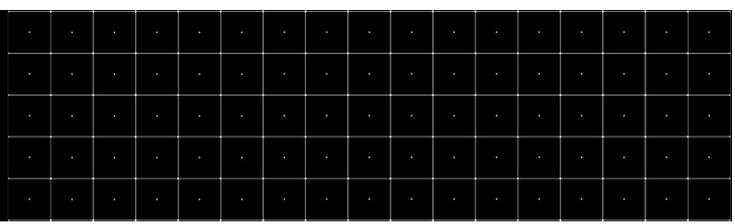
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# 1 Service Description

This Service Schedule applies to the delivery of Services. This Service Schedule will apply to the first and any subsequent Orders for the Service. Nexon will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Orders, all of which are binding on the Customer. The Customer must use the Services (and must ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Orders and all applicable laws.

## 1.1 Applicable Services

Nexon MPLS (Multi Protocol Label Switching) provides You with inter-Site connectivity using internet protocol (IP) and MPLS, the Service (Service).

## 1.2 Features

The key features of the Service include:

- a) Access to the private MPLS via either:
  - i) Nexon Broadband,
  - ii) Nexon Ethernet,
  - iii) Nexon Mobile Data, and/or
  - iv) Nexon Port.
- b) the private MPLS network is provided over Nexon's Network.

## 1.3 Nexon Port

- (a) The Nexon Port Service allows You to connect to multiple cloud providers independently of Nexon using a layer 2 Service (Nexon Port).
- (b) Nexon will endeavour to provide the Nexon Port to You at the speed that is specified in the Order. You acknowledge that:
  - (i) the performance of Nexon Port is subject to the service provided by the Third Party cloud provider which is outside of Nexon's control;
  - (ii) where the speed of Nexon Port specified in the Order is lower than the speed used by the Third Party cloud provider, data frames may be dropped at ingress to the Nexon Network;
  - (iii) Nexon may use a Third Party intermediate network (for example an ethernet exchange) to provide Nexon Port;
  - (iv) If You elect to use Nexon Port, You are responsible for initiating the engagement, and maintaining the relationship with the relevant Third Party cloud providers; and
  - (v) Nexon will only be liable for the connection up to the Nexon demarcation point that connects to Third Party cloud providers. Nexon will not be liable in any way for any acts or omissions related

to or in connection with Third Party cloud providers or their services.

## 1.4 Additional Features

The following additional features include:

- a) a managed service;
  - i) provision of a router,
  - ii) all initial and ongoing configuration of Nexon Equipment related to the Service,
  - iii) shipping of Nexon equipment to Site for installation by You, where applicable,
  - iv) post-installation testing,
  - v) ongoing backup of configuration information, and vi) software upgrades to the Nexon Equipment as needed and determined by Nexon.
- b) Nexon SASE & Nexon NGFW services are available with Nexon MPLS. These services include:
  - i) the provision of a physical and/or virtual firewall;
  - ii) all initial and ongoing configuration of Nexon Equipment;
  - iii) shipping of Nexon Equipment to Your location for installation by You, where applicable;
  - iv) post-installation testing of the Nexon Equipment; (
  - v) ongoing backup of Nexon Equipment configuration information; and
  - vi) ongoing software upgrades to the Nexon Equipment as needed and determined by Nexon.

## 2 Provision of Services

### 2.1 Bandwidth Check

All quotes are subject to a check of Nexon's infrastructure and capacity constraints. If the check indicates that there would be a requirement for additional infrastructure, capacity, or cost, Nexon may cancel any existing quote and issue a replacement. This replacement quote may also propose a Feasibility Study under clause 2.2.

### 2.2 Feasibility

- a) Where You request a Feasibility Study or Nexon requires one to be done, You must pay the applicable Feasibility Study Charge.
- b) Nexon will refund the Feasibility Study Charge to You where:
  - i) You order the Service within the validity period of the study;
  - ii) Nexon notifies You of the results of the Feasibility Study and You confirm that You wish to proceed with the Order for the Service; or

iii) Nexon completes the provisioning of the Service without notifying You of the results of the Feasibility Study.

c) If the result of the Feasibility Study is that additional infrastructure is required for Nexon to provision the Service, Nexon will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Order will terminate. Nexon may invoice You for any reasonable provisioning costs Nexon has incurred up to the date of termination of the Order.

## 2.3 Carrier fees and charges

The Customer is liable for all applicable monthly fixed and usage charges of the Service or pooled Services where applicable.

## 2.4 Provisioning

- a) Where a Nexon Access Service is used to access the Site, Nexon will make the Service available at the Site by the RFS Date.
- b) Where a Third Party network is used to access the Site, the Service will be made available at the Third Party's nominated demarcation area with Nexon by the RFS Date.

## 2.5 Commissioning

Before making a Service available to You, Nexon will test the Service at the Network Access Point to ensure the Service is active.

## 2.6 Handover

On or before the RFS Date for a Service, Nexon will make the Service available to You and give You written notice of such availability, warranting that Nexon has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:

- a) circuit identifiers; and
- b) configuration details; and
- c) may include a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to exercise Your right to use that Service in accordance with the Agreement.

## 2.7 Acceptance

An Order will be deemed to be accepted from the RFS Date and billing will commence on that date. If You notify Nexon of a failure of the Service to meet the Service Levels within 14 days of RFS Date, Nexon will rectify the fault and re-test the Service and repeat the steps in clauses 2.7 to this clause 2.9, effectively resetting the RFS Date.

## 2.8 If a Service cannot be made available at a Network Access Point

- a) Nexon's obligation to make a Service available at a Network Access Point by the RFS Date will be extended to reflect any delay in achieving the RFS Date caused or contributed to by You, any Third Party or a Force Majeure Event.
- b) Subject to clause 2.10(a), if Nexon fails to make a Service available to You at a Network Access Point within 60 days of the RFS Date applicable to that Network Access Point, You may, by notice in writing to Nexon:
  - i) request that the parties negotiate an alternative Network Access Point in good faith; and
  - ii) if the parties cannot agree on an alternative Network Access Point within 30 days, Nexon will have no further obligation in respect of the original Network Access Point and (as Your sole and exclusive remedy) You may terminate the affected Service by written notice to Nexon.

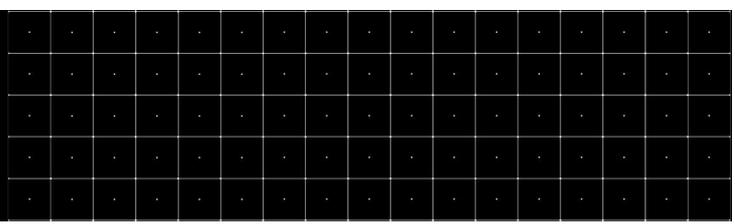
## 3 Your Obligations

### 3.1 Site Address

- a) You must provide accurate and complete Site address information to Nexon for use in qualifying each Service. You may be liable for any costs incurred by Nexon due to any incorrect, false or misleading information You provide.
- b) If You change a Site location prior to the delivery of the Service, You must pay Nexon's reasonable costs and fees (if any) arising from the change of Site.

### 3.2 Interconnection

- a) Where Nexon only provides the Service, You are responsible for procuring and installing (at Your own cost) any Customer Equipment necessary to connect Your network infrastructure to the Network Access Point.
- b) In circumstances where Nexon provides additional related services (including Nexon SDWAN, Nexon Campus and Nexon WiFi) interconnected to a Service, and You are unable to procure and install the Customer Equipment, You may request that Nexon do so on Your behalf. You agree to pay Nexon the costs associated with the equipment and its installation and acknowledge that such equipment is deemed Customer Equipment for the purposes of the Agreement unless they are referred to and included as part of those other Nexon services ordered by You.



### **3.3 Technical**

When ordering the Service, You must provide all relevant technical details related to the Service as set out in the Order form. You acknowledge a delay in providing this information or missing information may delay the delivery of the Service.

## **4 Access**

The Service may be accessed by using:

- a) Nexon Broadband,
- b) Nexon Ethernet,
- c) Nexon Port, and/or
- d) a Third Party network.

## **5 Maintenance**

### **5.1 Planned Outages**

Nexon will, wherever reasonably practical in the circumstances, give You at least 10 days prior notice of any Planned Outage Period (Proposed Outage) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

### **5.2 Service Disruptions**

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

## **6 Support**

### **6.1 Support Requests**

You must log a Support Request to the Service Desk promptly upon becoming aware of the fault.

### **6.2 Support Request Priorities**

Support Requests are classified in accordance with the following categories:

- a) Priority 1 (P1) **CRITICAL** problem means a major incident critically affects customer’s business operation. System often will be completely down. No work around available. Multiple users affected.
- b) Priority 2 (P2) **HIGH** problem means an incident resulting in severely degraded performance. High impact to business.
- c) Priority 3 (P3) **MEDIUM** problem means an incident causing functionality to be reduced or performance impaired affecting only a small section of the business. Impact is low. Often, a work around is available.
- d) Priority 4 (P4) **LOW** problem means a configuration or design advice required by the customer where there is no impact on the customer’s business.
- e) Priority 5 (P5) **PLANNED** event means planned and/or scheduled maintenance. Project work unless otherwise specified is considered P5 priority by default.

### 6.3 Support Request Tickets

Upon receiving a Support Request from You, the Service Desk will assign and issue a reference number to the request (Ticket).

### 6.4 Fault Restoration

Nexon will use reasonable endeavours to remedy each Support Request in accordance with the Restoration Targets. A Restoration Target is the time targeted by Nexon to return the service to full working order. The Restoration Time is the time taken by Nexon to return the service to full working order and may include field support. Where a fault is reported outside business hours the Restoration Target begins at the beginning of the next business day.

### 6.5 Restoration Updates

Nexon will provide periodic status updates by email, phone or in the portal for each Ticket.

### 6.6 Faults reported in error

If You report a fault to the Service Desk in circumstances where the Service disruption is not due to an issue within the Nexon provided Services (for example where unavailability of the Service is caused by Your Equipment) or the fault is due to damage caused by You, You will bear the cost of Nexon sending contractors to investigate the reported fault.

### 6.7 Closure of Tickets

When Nexon has resolved the Support Request, it will notify You that the Ticket is “closed”.

## 7 Service Credits

Please refer to the relevant Nexon service schedules.

## 8 Changes

### 8.1 Relocations

- a) In the event You require a relocation of a Service to a new location, You must make a written request to Nexon in a manner nominated by Nexon. You acknowledge that not all Services can be relocated.
- b) Nexon will respond to Your request and advise, in its absolute discretion, You whether the Service can be relocated.
- c) Where the Service can be relocated, a once-off fee may apply as well as a change to the Charges.

### 8.2 Upgrades

You may at any time make a written request in a manner nominated by Nexon to upgrade the bandwidth of the Service. You acknowledge that a once-off upgrade fee and additional monthly Charges may apply.

### 8.3 Early Termination

You may, with 30 days' notice, make a written request to Nexon to terminate a Service(s). If you terminate a Service before the end of the Service Term, You acknowledge that an Early Termination Charge applies for any parts of the Service that were terminated during the Service Term equal to the total amount of all Charges payable for the Service for the period from the Termination Date to the end of the Service Term.

### 8.4 Order

If You make a request under clauses 8.1 or 8.2 which is accepted by Nexon, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Order which, upon execution, will replace the previous Order.

### 8.5 Variations by Third Parties

Without limiting Nexon's rights under any other clause of the Agreement, Nexon may on written notice to You vary this Service Schedule or an Order (excluding the Charges) if a Third Party's supply terms or agreement with Nexon is varied, terminated or replaced and as a result of that variation, termination or replacement, Nexon considers (on reasonable grounds) that a variation to this Service Schedule or the Order is necessary.

### 8.6 Configuration Changes

Configuration changes may incur additional charges. Cancellation of Services may incur an Early Termination Charge of the outstanding balance of the Term is payable.

## 9 End User Terms

Where Third Party goods or services are provided (including networks, hardware, software, software as a service), You must comply with any relevant Third Party end user terms (End User Terms) such as but not limited to acceptable usage policies, website or portal user terms, software licences and end user agreements. Third Party End User Terms are available at [nexon.com.au/legal](http://nexon.com.au/legal) or will be provided on request.

## 10 Defined Terms

**Agreed Coverage Period** means 8 hours a day, 5 days a week, 52 weeks a year.

**Charges** means the charges (exclusive of any Taxes) in respect of a Service as set out in the relevant Order.

**Charging Period** means the charging period applicable to a Service, as specified on the Order (and if not specified, a calendar month Charging Period applies).

**Customer Equipment** means all equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not managed by Nexon.

**Early Termination Charge** means a Charge payable for early termination of a Service set out 8.3

**Excluded Unavailability** means the number of minutes in month, rounded to the nearest minute that the Service is 'not available' due to:

- a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- b) the acts or omissions of any Third Party;
- c) any failure, incompatibility or error in the configuration of Customer Equipment (including cross-connect cables used by You to connect to the Services);
- d) Nexon suspending the Service in accordance with the Agreement;
- e) a Fault that arises and is resolved within a Planned Outage Period; or
- f) You exceed the maximum capacity of a port connection or any other rate limitation set out in the relevant Order;
- g) the Service is an unprotected Service; or
- h) a Force Majeure Event.

**Facility** or **POP** means each data centre or point of presence where Nexon will provide the Service, as listed in the relevant Order.

**Installation Charge** means any undiscounted once off Charges for the Service specified on the Order

**Nexon Access Service** refers to Nexon Broadband, Nexon Ethernet or Nexon Mobile Data.

**Network** is Nexon's national internet protocol (IP) core network infrastructure and interconnected Third Party networks.

**Network Access Point** has the meaning given by clause 4.

**Planned Outage Period** means the period during which Nexon, or a party on behalf of Nexon, may carry out work on its facilities, networks, or systems for any reason, including arising out of or in connection with:

- a) installation of infrastructure;
- b) maintenance requirements (including scheduled maintenance);
- c) infrastructure upgrades; and
- d) Network relocation.

**RFS (ready for service) Date** means the date the Service is available for use by the Customer.

**Recurring Charge** is the recurring charge for the Service in the applicable Charging Period.

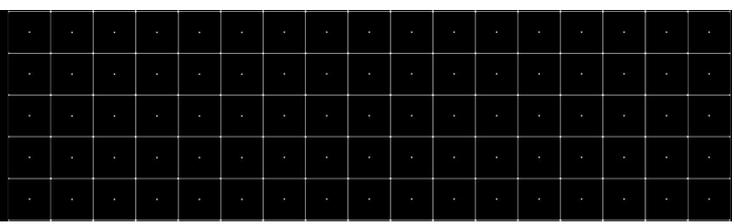
**Restoration Targets** are as per table below: Restoration Targets – Networks.

Restoration Targets - Networks

Product	Location	Support Request Classification			Service Desk SLA
		Critical	Major	Minor	
Nexon Mobile Data	National/ Regional		P3 - End of three (3) Business Days	P5 - Subject to mutual agreement	Bronze
Nexon Broadband	Metro	P2 - End of next Business Day	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Bronze
	Regional	P2 - End of two (2) Business Days	P3 - End of three (3) Business Days	P5 - Subject to mutual agreement	
+ Nexon Mobile Data (Diverse Path)		P2 - End of next Business Day	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Silver
Nexon Ethernet	Metro	P1 - Four (4) hours	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Gold
	Regional		P2 - End of next Business Day	P5 - Subject to mutual agreement	
	Rural	P3 - End of three (3) Business Days	P5 - Subject to mutual agreement		
	Fixed Wireless	P1 - End of next Business Day	P3 - End of three (3) Business Days	P5 - Subject to mutual agreement	
+ Nexon Mobile Data (Diverse Path)		P1 - Four (4) hours	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Gold Plus
+ Nexon Ethernet (Diverse path)		P1 - Four (4) hours	P2 - End of next Business Day	P5 - Subject to mutual agreement	Platinum
Nexon Port		P1 - Four (4) hours	P2 - End of next Business Day	P5 - Subject to mutual agreement	Platinum

**Restoration Time** is the time taken by Nexon to return a Service to full working order.

**Service** means the Nexon MPLS service described in this Service Schedule and ordered by You between each Site and the Internet, as specified in an Order, and agreed to be supplied by Nexon under the Agreement.



**Service Term** in respect of a Service, means the minimum term for provision of that Service as set out in the relevant Order.

**Site** means each of Your physical premises, including Facilities, located at the site addresses specified in the Order.

**Third Party** means a person other than Nexon or its Affiliates (and their respective officers, employees, agents and subcontractors).