



Service Description Nexon SD-WAN

[Company]

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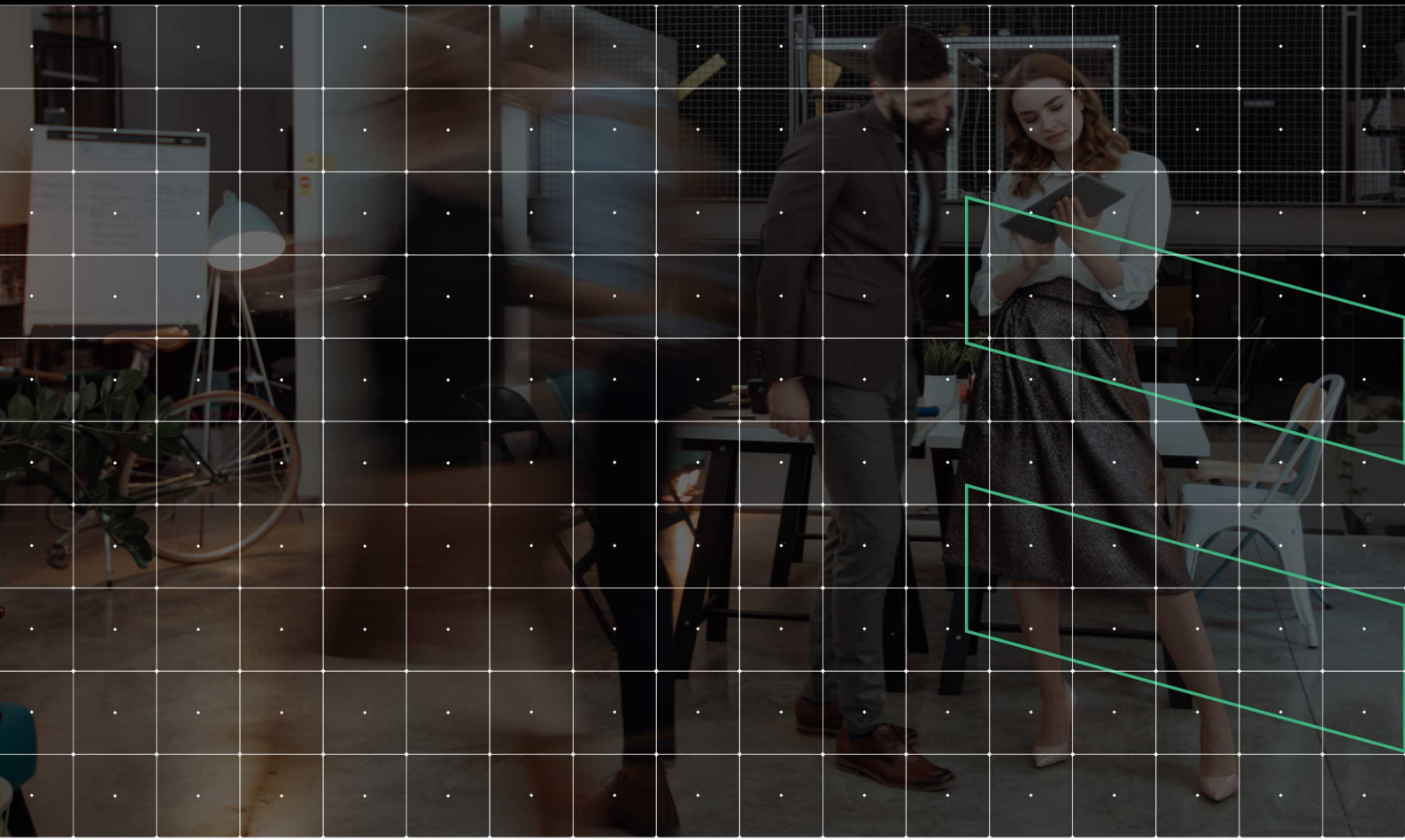
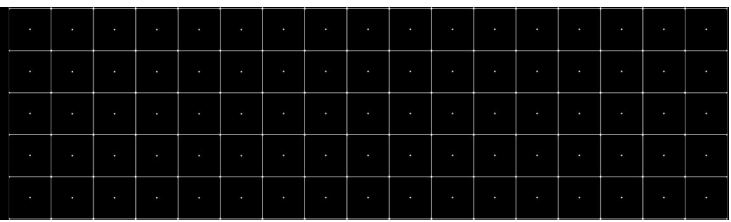


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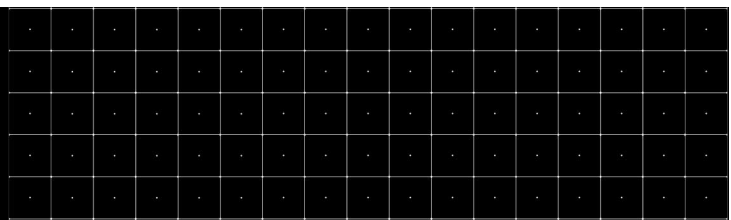


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This document must be held in safe custody at all times. These obligations shall not apply to information which is in the public domain or becomes known legitimately.

Any pricing listed in this document is valid for up to 12 months after date of issue.



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1 Service Description

The Nexon SD-WAN Service is a managed service that delivers automated hybrid WAN services to support micro, small and medium and large business locations via a cloud-based multitenant solution. Nexon will provide you with a remotely managed, cloud-hosted overlay solution that will allow you manage your virtual network comprised of: Applicable Service Components and any of the Applicable Service Options up to the point of Service Management Boundary as set out in an Order.

Through the managed service, Nexon customers benefit from a rich set of SD-WAN capabilities including hybrid WAN, performance routing, load balancing, application visibility and control capabilities

2 Applicable Service Features and Benefits

Nexon will provide you with the following Applicable Service Components in accordance with the details set out in an Order.

2.1 SD-WAN CPE Devices

- (a) Nexon will provide you with SD-WAN CPE Devices, including the required Software licences for the SD-WAN CPE Device as detailed in the Order, which Nexon will install at your Sites and that will connect into your network in order that Nexon can provide you with the SD-WAN Service.
- (b) You will purchase either the Enterprise Licence or the Advanced Licence for every SD-WAN CPE Device as set out in 2.7.
- (c) SD-WAN CPE Devices cannot be Purchased Equipment and will always remain Nexon Equipment.

2.2 Cloud Hosted Control Infrastructure

- (a) Nexon will provide a cloud hosted management infrastructure that will allow Nexon to:
 - (i) orchestrate the delivery of your SD-WAN Service;
 - (ii) monitor in real time your network and the performance of the SD-WAN CPE Devices;
 - (iii) identify issues, inefficiencies or delays with your network;
 - (iv) troubleshoot issues with your network; and
 - (v) view data flows across your network and Sites,

2.3 Cloud Hosted Customer Service Portal

- (a) Nexon will provide you with access to the Managed Service Portal that will allow you to:
 - (i) view the performance of your applications that run over your network;
 - (ii) identify issues, inefficiencies or delays with your network;
 - (iii) troubleshoot issues with your network;
 - (iv) view data flows across your network and Sites; and

- (v) compile analysis reports and summaries of the performance of your network,
- (b) Nexon will provide you with a maximum of five User Accounts to access the Cloud Hosted Customer Service Portal.
- (c) Nexon will not provide training on the Customer Service Portal as part of the SD-WAN Service.

2.4 Secure VPN

- (a) Nexon will provide you with a VPN and encryption service that will allow you to:
 - (i) build corporate VPNs across your Sites; and
 - (ii) transfer information securely across your network and the Internet using encryption technology

Nexon SD-WAN has the capability to create secure VPN overlays using an AutoVPN technology. AutoVPN ensures secure IPsec based connectivity between sites within an SD-WAN domain and is controlled and managed from the cloud portal.

2.5 Intelligent Path Control

- (a) Nexon will provide you with a facility that manages your traffic and Applications to improve the efficiency of your network ("Intelligent Path Control").
- (b) You will be able to categorise certain Applications as business critical through your own pre-defined categories, as agreed between us, and Nexon will implement these for you through the Cloud Hosted Control Infrastructure.
- (c) Any changes to the categorises will be dealt with as a Simple Service Request.

Intelligent Path Control requires a minimum of two Enabling Services connected to your Sites.

Intelligent path control maximises the value of multiple network paths (like dual MPLS access or dual Internet or MPLS + Internet) by ensuring the optimum usage of each available path between sites or services.

Intelligent Path Control consists of:

- Policy based routing (PbR) capability that configure preferred VPN paths for different traffic flow based on application, source, destination IP addresses and ports.
- Dynamic path control capability that configures performance criteria for different types of traffic - a path selection decision is made based on application performance requirements and real-time network performance such as jitter, delay, loss and the available bandwidth.

2.6 Features

The service provides SD-WAN capabilities including:

- Hybrid WAN, performance routing, load balancing
- Secure VPN
- Intelligent Path Control
- Application visibility and control
- Self-service capabilities for configuring, monitoring, and reporting via a cloud-based service portal

2.6.1 Hybrid WAN

This feature implements intelligent path control to perform policy-based routing based on application requirements, priority and source or destination IP addresses.

Dynamic path control on per application basis based on real time network performance, selecting the best WAN path for applications based on application requirements, policy and network performance is supported.

The capability to use two transport circuits from the following:

Nexon Broadband, Ethernet or Port MPLS

- Nexon Broadband, Ethernet or Port Direct Internet access
- Nexon Mobile 4G/LTE, and
- Use the intelligent path control capability to select a transport circuit for particular application traffic or both for load balancing.

These two accesses could use the same transport (e.g., 2 Internet circuits) or mix of any two-different transport (MPLS + Internet, or Internet + LTE).

For a SD-WAN domain associated with an organisation, this hybrid WAN design must be implemented at a number of sites such as headquarter sites or large branch sites. Some sites with single transport uplink within this organization are allowed.

2.6.2 Secure VPN

Nexon SD-WAN has the capability creates a secure VPN overlay using an AutoVPN technology. AutoVPN ensures secure IPsec based connectivity between sites within an SD-WAN domain and is controlled and managed from the cloud portal.

2.6.3 Intelligent Path Control

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Intelligent Path Control consists of:

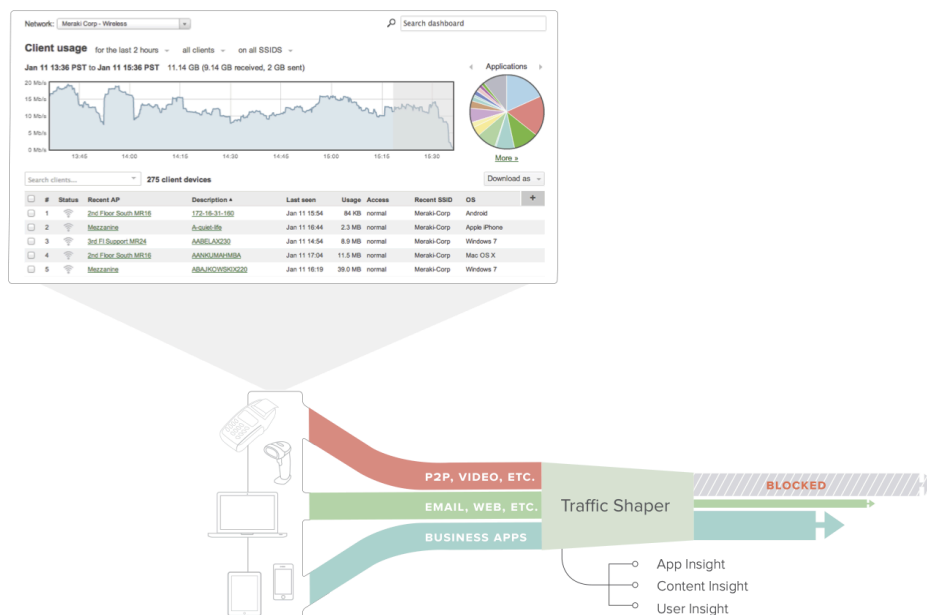
- Policy based routing (PbR) capability that configure preferred VPN paths for different traffic flow based on application, source, destination IP addresses and ports.
- Dynamic path control capability that configures performance criteria for different types of traffic - a path selection decision is made based on application performance requirements and real-time network performance such as jitter, delay, loss and the available bandwidth.

2.6.4 Application visibility and reporting

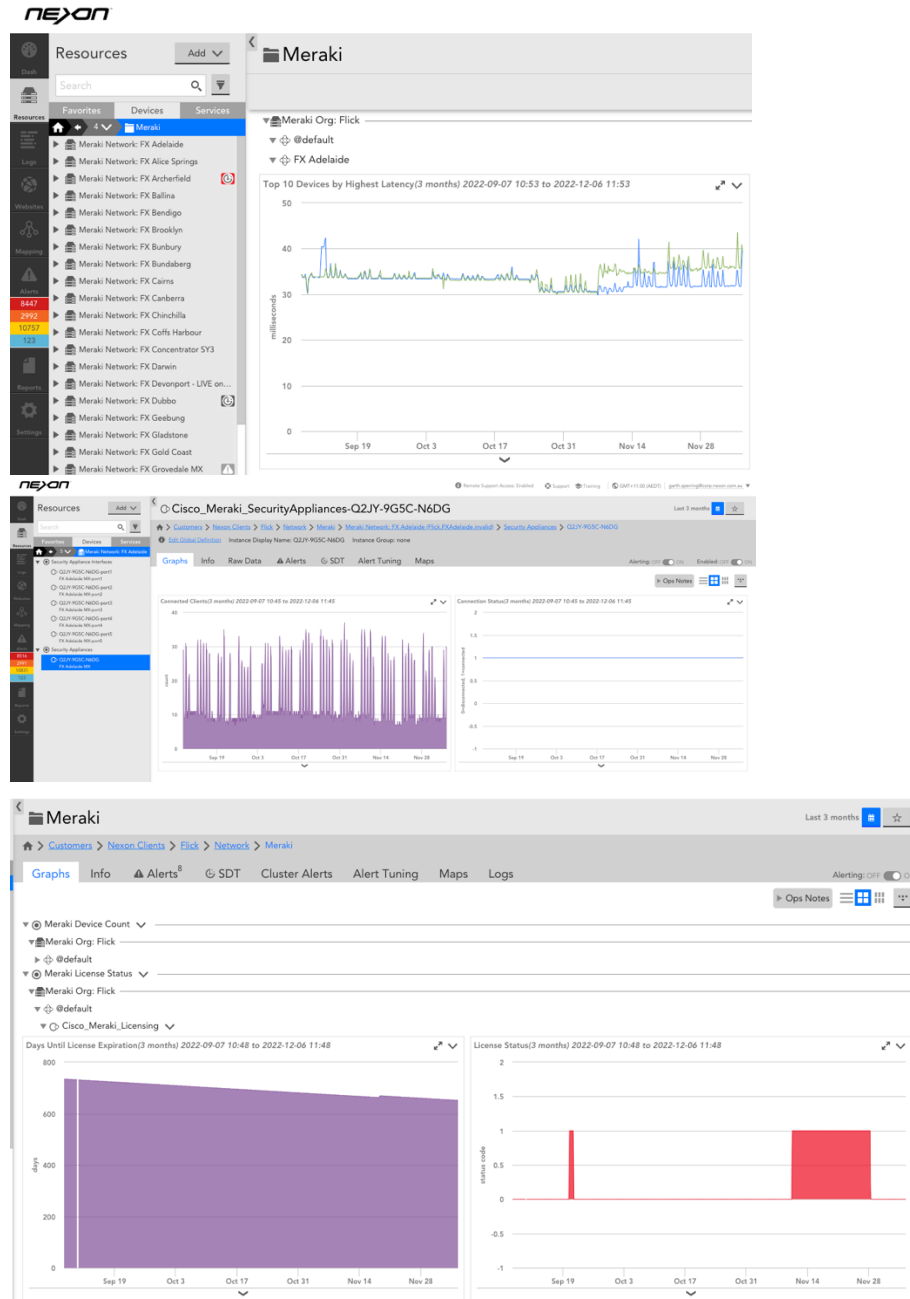
Application visibility and reporting are a set of service capabilities that allow the discovery and classification of all applications flowing over the network and provide reports on application network usage and performance via the Meraki Cloud Dashboard as well as the LogicMonitor portal.

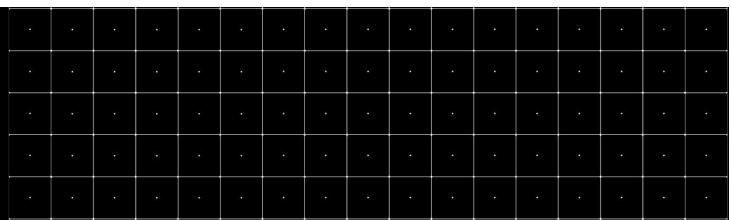
Meraki's unique traffic analytics engine provides visibility across all layers of the network stack, ranging from the port and protocol layer up to the application layer (e.g., Facebook and YouTube). These features include deep statistical analysis of parameters such as time spent per user and per application on a flow-by-flow basis providing context on user behaviour instead of an aggregates view of all applications accessed on the network.

The ability to create Layer 7 application firewall and traffic rules and apply these on a per-group basis provides the network admin with a rich toolbox for customization and optimization of their network based on the analytics data presented.



In addition to the Meraki dashboard functionality the Nexon SD-WAN architecture includes the LogicMonitor portal access that provides detailed visibility the system including network interfaces and licences.





2.6.5 Customer Service Portal

Nexon offers secure web portals from both the Meraki Cloud Dashboard as well as LogicMonitor to present an operational view of the managed SD-WAN service, for multiple audiences, designed to give a view of the network and device status.

2.6.6 The customer service portal includes:

- Real-time status map
- Path Control monitoring report
- Usage report
- Device Inventory

2.7 Service Tiers

Nexon will provide you with the following options as set out in any applicable Order ("Service Options") and in accordance with the details as set out in that Order:

2.7.1 Advanced and Enterprise Licence Tiers

You must purchase either the Advanced Licence or Enterprise Licence for each SD-WAN CPE Device set out in the applicable Order. Where there are multiple SD-WAN CPE Devices on a Site or network, they will all have the same Licence.

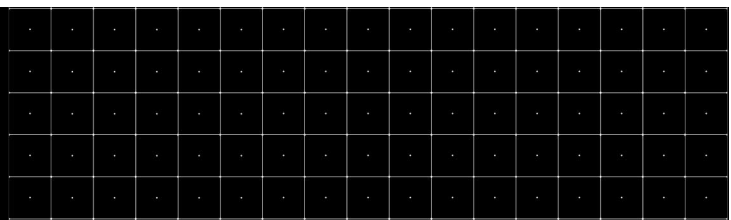
The Licences align with the technical features supported by the Supplier SD-WAN licence known as either "Advanced" or "Enterprise" (or any subsequent renaming) and as detailed in the Order.

Where you select an Enterprise Licence it is Nexon's recommendation that you have a dedicated security solution at your Site to achieve an adequate level of security protection for the SD-WAN Service. This is a recommendation only and Nexon takes no responsibility for any security solution you may choose.

2.7.2 Features by Tier

Feature	Enterprise	Advanced Security
Centralized management	✓	✓
Zero-touch firmware updates	✓	✓
True zero-touch provisioning	✓	✓
24x7 enterprise support	✓	✓
Open APIs	✓	✓
Automatic WAN failover	✓	✓
Sub-second site-to-site VPN failover	✓	✓
Sub-second dynamic path selection	✓	✓
Stateful firewall	✓	✓
VLAN to VLAN routing	✓	✓

Advanced Routing	✓	✓
Uplink Load Balancing/failover	✓	✓
3G / 4G cellular failover	✓	✓
Traffic shaping/prioritization	✓	✓
Site-to-site VPN	✓	✓
Client VPN	✓	✓
MPLS to VPN Failover	✓	✓
Splash pages	✓	✓
Configuration templates	✓	✓
Group Policies	✓	✓
Client connectivity alerts	✓	✓
Essential SD-WAN	✓	✓
Source-Based Routing	✓	✓
Local Breakout (IP and Port based)	✓	✓
Geography based firewall rules		✓
Intrusion detection & prevention		✓
Content filtering		✓
YouTube Content Restriction		✓



Web Search Filtering		✓
Cisco Advanced Malware Protection (AMP)		✓
Umbrella DNS Integration**		✓
Threat Grid Integration**		✓
Web App Health Analytics		
WAN Health Analytics		
VoIP Health Analytics		
Smart breakout		
SD-Internet		

2.7.3 Nexon Connectivity Services

Nexon can provide one or more of the following Enabling Services that provide you with connectivity at your Sites and Data centres, if set out in the Order:

- a Nexon Broadband service;
- a Nexon Ethernet service;
- a Nexon Mobile Broadband service;
- a Nexon Port service; or
- any third party provided Service that Nexon has confirmed is associated with the SD-WAN Service

3 Provision of Services

3.1 Capacity Check

3.2 Bandwidth Check

The Service features and SD-WAN Devices are agreed as set out in the Order.

3.3 Provisioning

- a. Nexon will provision the Service by the RFS Date in accordance with Good Industry Practice.
- b. Where a Nexon Network is provided to the Site, the Service demarcation will be the LAN interface on the SD WAN Device.
- c. Where a Third Party network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.

3.4 Site Access

- a. Nexon will use reasonable endeavours to install the Service within each Site where Nexon Supplies the Service.
- b. Nexon's obligation under clause 3.4(**Error! Reference source not found.**) does not extend to:
 - (i) entering into licence agreements with property owners, managers, or occupiers;
 - (ii) paying fees for the installation of its infrastructure;

3.5 Network Access Points

The Network Access Point in respect of each Site where Nexon supplies a Service will be at Nexon's demarcation point inside the Site.

3.6 Commissioning

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

3.7 Handover of services

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:

- a. warranting that Nexon has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:
 - (i) Device identifiers; and
 - (ii) a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to use that Service in accordance with the Agreement.
 - (iii) Credentials to access the customer portal

3.8 Acceptance Testing

Upon receipt of a notice from Nexon under clause 3.7, You will have 14 days to test the Service.

The Service will be accepted on the earlier of:

- a. You notifying Nexon that the Service is accepted;
- b. expiry of the 14 day testing period without notifying Nexon of any failure of the Service to meet the Service Levels; or

- c. You commence using the Service for a purpose other than acceptance testing. If You notify Nexon of a failure of the Service to meet the Service Levels, Nexon will rectify the fault and re-test the Service and repeat the steps in clauses **Error! Reference source not found.** to this clause 3.8

3.9 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 3.9 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.

4 Your Obligations

4.1 Address Information

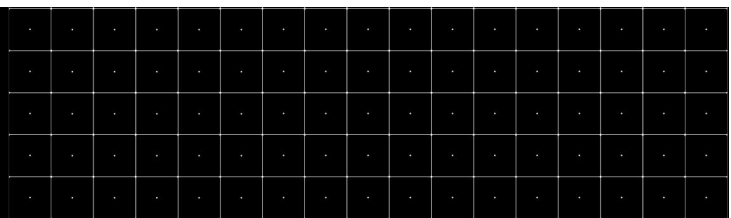
- a. You must provide accurate and complete Site address information to Nexon for use in qualifying each Service. You may be liable for any costs incurred by Nexon due to any incorrect, false or misleading information You provide.
- b. If You change a Site location prior to the delivery of the Service,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

4.2 Responsibility for 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 Wi-Fi) 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.

4.3 Technical obligations

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.



4.4 Rack Space

You must supply the equivalent of 2 rack units of space at the Network Access Point to accommodate Nexon Equipment.

4.5 Power

- a. The supply of power to equipment installed at the demarcation point is Your responsibility and must meet any relevant local laws, regulations and standards.
- b. You must not use extension cords in relation to equipment installed at the Network Access Point. Nexon does not recommend that any other items with a high-power draw be connected to the same power board as telecommunications equipment.
- c. Nexon recommends the use of a power conditioner or Uninterrupted Power Supply.
- d. Nexon will not be liable for any disruption to the Service caused or materially contributed to by the failure of or type of power supply.
- e. Transients on or changes in supply of the mains voltage must not exceed:
 - (i) Transients $\pm 7\%$ of the nominal 230 volts AC (phase to neutral);
 - (ii) Changes in supply $\pm 50\%$ of the nominal 230 volts AC (phase to neutral);
 - (iii) a duration of 10 milli-seconds;
 - (iv) one occurrence in a 10 second window.

4.6 Heating/Cooling

You are responsible for ensuring that the Network Access Point temperature and humidity is within the below parameters:

- a. temperature is between 15 to 35 Celsius; and
- b. relative humidity is between 20% to 80%.

4.7 Security

You are responsible for the proper use of any usernames, personal identification numbers and passwords used with the Nexon Equipment or the SD-WAN Service, and you will take all necessary steps to ensure that they are kept confidential, secure, and not made available to unauthorised persons.

Nexon does not guarantee the security of the Nexon Equipment against unauthorised or unlawful access or use.

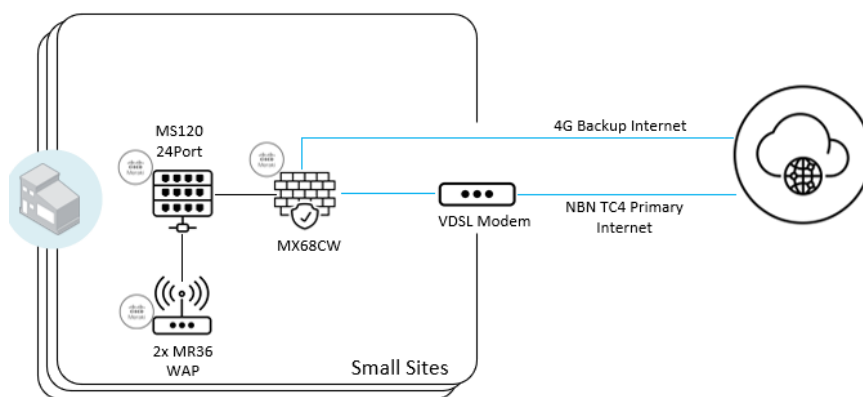
5 Access

5.1 Site Specifications

The SD-WAN service is configured and priced based on bandwidth, number of employees each site and the form factor – either physical at a site or customer data centre or virtual in a supported public cloud:

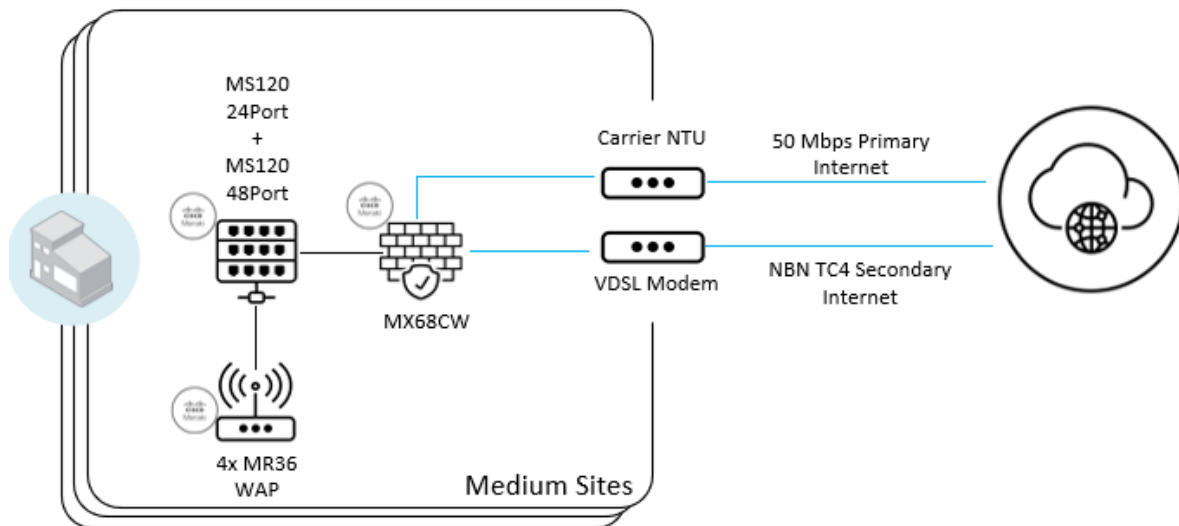
Location	Remote	Micro	Small	Small Virtual	Medium (1)	Medium (2)	Medium Virtual	Large (1)	Large (2)	Large (3)	Large Virtual	Custom
People	1	1-4	5-19		20-49	50-199		200+				POA
Access												
Standard		SD WAN Std Meraki MX68CW (300Mb)	SD WAN Std Meraki vMX Sml (200Mb)	SD WAN Std Meraki MX68CW (300Mb)	SD WAN Std Meraki MX75 (500Mb)	SD WAN Std Meraki vMX Med (500Mb)	SD WAN Std Meraki MX95 (800Mb)	SD WAN Std Meraki MX105 (1Gb)	SD WAN Std Meraki MX250 (1Gb)	SD WAN Std Meraki vMX Lge (1Gb)	SD WAN Std Meraki MX450 (2Gb)	POA
(Private Med Usage)												
MRC\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
HA MRC\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

5.1.1 Micro and Small Site



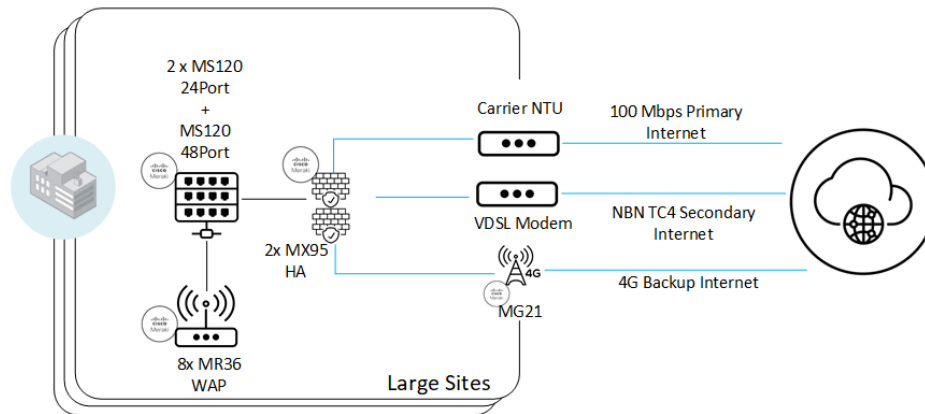
Connectivity Recommendation	Component	Specifications
	Primary Internet	Nexon Broadband 100/40Mbps
	Backup Internet	Nexon Mobile 4G with 40GB Data
SD-WAN	Component	Specifications
	Hardware	Meraki MX68CW Performance Profile Stateful Firewall Throughput: 600Mbps Advanced Security Throughput: 300Mbps Max Site-to-Site VPN Throughput: 300Mbps Max Site-to-Site VPN Tunnel: 50
	License	Advanced Security License Features SD-WAN NGFW Advanced URL Filtering

5.1.2 Medium Site



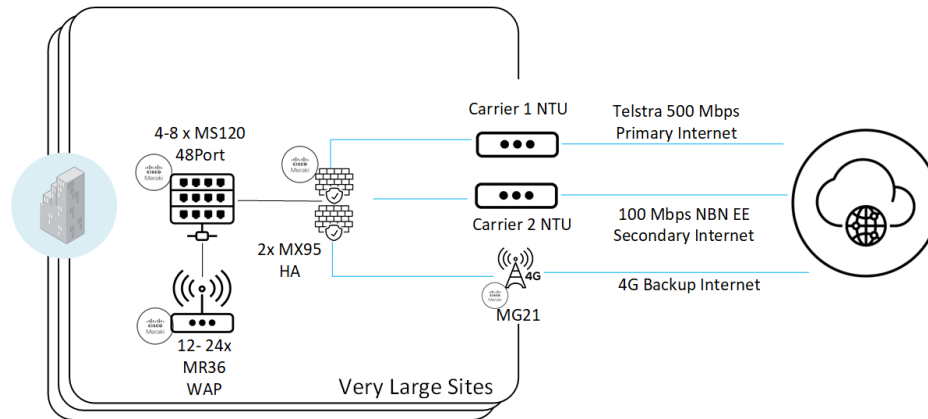
	Component	Specifications
Connectivity Recommendation	Primary Internet	Nexon Ethernet 50Mbps
	Secondary Internet	Nexon Broadband 50/20Mbps
	Backup Internet	Nexon Mobile Data with 40GB Data
	Component	Specifications
SD-WAN	Hardware	Meraki MX68CW Performance Profile Stateful Firewall Throughput: 600Mbps Advanced Security Throughput: 300Mbps Max Site-to-Site VPN Throughput: 300Mbps Max Site-to-Site VPN Tunnel: 50
	License	Advanced Security License Features SD-WAN NGFW Advanced URL Filtering Advanced Malware Protection Intrusion Prevention System (IPS)

5.1.3 Large Site

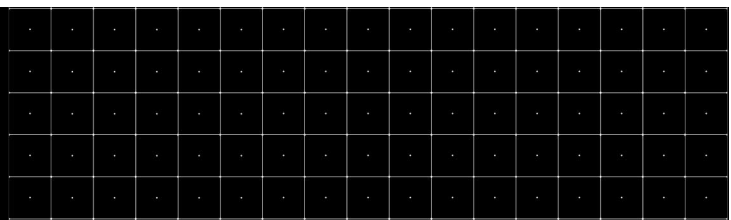


Connectivity Recommendation	Component	Specifications
	Primary Internet	Nexon Ethernet 100Mbps
	Secondary Internet	Nexon Broadband 50/20Mbps
	Backup Internet	Nexon Mobile Data with 40GB Data
SD-WAN	Component	Specifications
	Hardware	Meraki MX95 in High Availability Performance Profile Stateful Firewall Throughput: 2Gbps Advanced Security Throughput: 1Gbps Max Site-to-Site VPN Throughput: 800Mbps Max Site-to-Site VPN Tunnel: 500
	License	Advanced Security License Features: SD-WAN NGFW Advanced URL Filtering Advanced Malware Protection Intrusion Prevention System (IPS)
Cellular Gateway	Component	Specifications
	Hardware	Meraki MG21 300 Mbps CAT 6 LTE Integrated modem Supports 2 separate downstream router connections PoE powered IP67 rating
	License	Enterprise License

5.1.4 Very Large Site / Corporate Office



Connectivity Recommendation	Component	Specifications
	Primary Internet	Nexon Ethernet 500Mbps
	Secondary Internet	Nexon Ethernet 100Mbps (Diverse)
	Backup Internet	Nexon Mobile Data with 40GB Data
SD-WAN	Component	Specifications
	Hardware	Meraki MX95 in High Availability Performance Profile Stateful Firewall Throughput: 2Gbps Advanced Security Throughput: 1Gbps Max Site-to-Site VPN Throughput: 800Mbps Max Site-to-Site VPN Tunnel: 500
Cellular Gateway	License	Advanced Security License Features SD-WAN NGFW Advanced URL Filtering Advanced Malware Protection Intrusion Prevention System (IPS)
	Component	Specifications
	Hardware	Meraki MG21 300 Mbps CAT 6 LTE Integrated modem Supports 2 separate downstream router connections PoE powered IP67 rating
	License	Enterprise License



6 Maintenance

6.1 Planned Outage Periods

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.

6.2 Minimise Disruption

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

7 Support Requests

7.1 Logging a Support Request

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

7.2 Support Request Classification

Support Requests are classified in accordance with the categories defined in 12.2

7.3 Support Request Tickets

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

7.4 Closure of Tickets

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

7.5 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.

7.6 Fault restoration

Nexon will use reasonable endeavours to remedy faults assigned to a Ticket in accordance with the Restoration Targets defined for the Service deployment option in 12.3. Where a fault is reported outside business hours the Restoration Target begins at the beginning of the next business day.

7.7 Information Updates

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

8 Service Credits

Service Credits do not apply to the SD-WAN Service. Any service Credits that apply to the Enabling Services will be set out in the terms associated with such Enabling Service.

9 Service Changes

9.1 Relocations

You may request to relocate an existing Service by relocating the Network Access Point to another location – in the same building or a different building. You acknowledge that not all Services can be relocated however Nexon may, in its absolute discretion, agree to the requested relocation. An agreed relocation does not constitute an Early Termination event. If Nexon does not agree to a relocation and You still wish to relocate the Network Access Point then You can cancel the existing Service (which may constitute an Early Termination) and order a new Service to the new location. Where the Service can be relocated, a once-off fee may apply as well as a change to the Recurring Charges.

9.2 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 Recurring Charges may apply.

9.3 Early Termination

You may, with 30 days' notice, make a written request in a manner nominated by Nexon to terminate the Service.

In addition to the Charges set out elsewhere in this agreement and as a replacement for the Early Termination Charges set out in the Managed Service Agreement, if you terminate the SD-WAN Service before the end of the Service Term, You acknowledge that an Early Termination Charge applies for any parts of the SD-WAN Service that were terminated during the Service Term equal to:

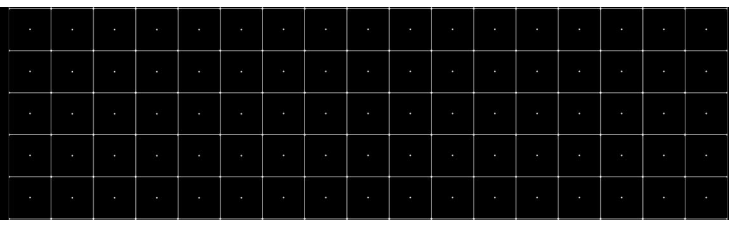
- a. The total amount of all Recurring Charges payable for the Service for the period from the Termination Date to the end of the Service Term; plus
- a. in respect of any associated Managed Service, 35 per cent of the total of all Recurring Charges for any remaining months of the Service Term;
- b. any other Termination Charges applicable for any Enabling Services provided by Nexon or for associated Services set out in Appendices, if any.

9.4 Order

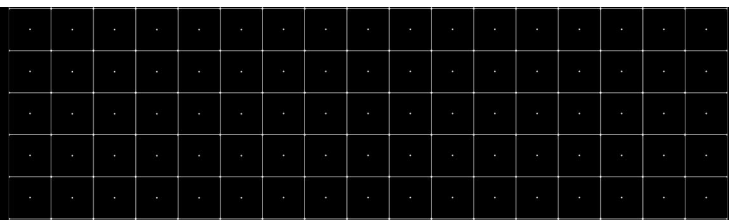
If You make a request under clauses 9.1, 9.2 or 9.3 which is accepted by Nexon, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Order which, upon execution, will replace the previous Order.

9.5 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



SERVICE DESCRIPTION NEXON SD-WAN -
COMMERCIAL IN CONFIDENCE



10 End User Terms

10.1 EULA

By entering this Contract, you agree to the terms of the end user licence agreements with the Supplier set out at the web addresses below: -

- a) <http://www.cisco.com/go/eula> ("Cisco EULA"); and
- b) <http://www.cisco.com/web/products/seula/meraki-seula.pdf> ("Meraki EULA")

as both may be amended or supplemented in accordance with their terms and collectively called "EULAs".

You and your Users will observe and comply with the EULAs for all use of the applicable software.

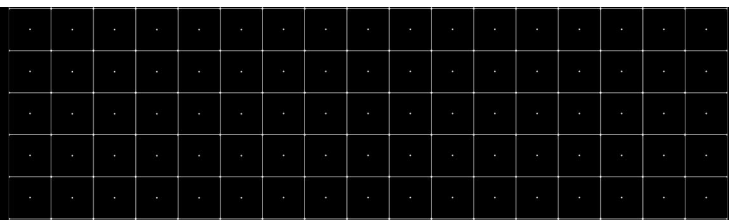
You will enter the EULAs for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties, and indemnities granted in accordance with the EULAs are between you and the Supplier and you will deal with the Supplier with respect to any loss or damage suffered by either of you as such loss or damage will not be enforceable against Nexon.

Where the EULAs are presented in a 'click to accept' function and you require Nexon to configure or install Software on your behalf, Nexon will do so as your agent and bind you to the EULAs.

11 Defined Terms

Agreed Coverage Period	Agreed Coverage Period means 8 hours a day, 5 days a week, 52 weeks a year
Charges	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	Customer Equipment means all of the 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 9.3
Enabling Service	one or more of the following connectivity services: f) a Nexon Broadband service; g) a Nexon Ethernet service; h) a Nexon Mobile Broadband service; i) a Nexon Port service; and j) any third party provided Service that Nexon has confirmed is associated with the SD-WAN Service,
Excluded Unavailability	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 exceeding 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 (g) a Force Majeure Event.
Facility or POP	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
"NBN" or "NBN Co"	NBN Co means NBN Co Limited (ACN 136 533 741).
NBN Broadband	NBN Broadband Service means a Broadband Service that is delivered using the NBN Co Network.

NBN Co Network	NBN Co Network means the NBN Co Fibre Network, the NBN Co FTTB Network, the NBN Co FTTN Network, the NBN Co FTTC Network, the NBN Co HFC Network, the NBN Co Satellite Network and the NBN Co Wireless Network as defined by NBN Co. (nbnco.com.au)
NBN Voice	NBN Voice Service means a Voice Service that is delivered using the NBN Co Network whether or not that Voice Service is supplied to Nexon by NBN Co.
Network Access Point	Network Access Point has the meaning given by clause 4.
Nexon Port	Nexon Port is a port hand off in a Facility where Nexon has a network presence.
Order Acknowledgement Date	The date on which an Order acknowledgement is communicated to You
Planned Outage Period	Planned Outage Periods 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 Date	RFS (ready for service) Date means the requested date for delivery of a Service, as specified in the relevant Order.
Recurring Charge	the recurring charge for the Service in the applicable Charging Period
Restoration Target	Restoration Target is the time targeted by Nexon to return a Service to full working order.
Restoration Time	Restoration Time is the time taken by Nexon to return a Service to full working order.
Service	Service means the service ordered by You to one or more Sites, as specified in an Order, and agreed to be supplied by Nexon under the Agreement.
Service Term	Service Term in respect of a Service, means the minimum term for provision of that Service as set out in the relevant Order.
Site	Site means each of Your physical premises, including Facilities, located at the site addresses specified in the Order.
Third Party or "3rd Pty"	Third Party means a person other than Nexon or its Affiliates (and their respective officers, employees, agents and subcontractors).
User Accounts	mean the accounts for Users made available to you by Nexon to access the Cloud Hosted Report Infrastructure.



12 Service Levels

12.1 Support coverage

Business Hours Monday to Friday 8.00am to 6.30pm P1 to P5 Telephone, Email, Portal	After Hours 24x7 6.30pm to 8.00am P1 and P2 Telephone only
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12.2 Priority level definitions

Priority	Priority level	Description
Priority 1 (P1)	CRITICAL	Major incident critically affects customer's business operation. System often will be completely down. No work around available. Multiple users affected.
Priority 2 (P2)	HIGH	Incident resulting in severely degraded performance. High impact to business.
Priority 3 (P3)	MEDIUM	Incident causing functionality to be reduced or performance impaired affecting only a small section of the business. Impact is low. Often work around is available.
Priority 4 (P4)	LOW	Configuration or design advice required by the customer where there is no impact on the customer's business.
Priority 5 (P5)	PLANNED	Planned and/or scheduled maintenance. Project work unless otherwise specified is considered P5 priority by default.

12.3 Restoration Targets

Restoration Targets - Networks

Product	Location	Support Request Classification			Service Desk
Networks SLA Categories		Critical	Major	Minor	SLA
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 Targets - SASE

Product	Location	Support Request Classification			Service Desk
Networks SLA Categories		Critical	Major	Minor	SLA
SASE Instance		P1 - Four (4) hours	P2 - End of next Business Day	P5 - Subject to mutual agreement	Platinum
SASE User		P2 - End of next Business Day	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Silver

Restoration Targets - SD WAN

Product	Location	Support Request Classification			Service Desk
Networks SLA Categories		Critical	Major	Minor	SLA
SD WAN		As per Restoration Targets for Nexon Networks			

12.4 Responsibility Matrices

NOTE: Please see [Assumptions, Terms and Exclusions](#).

NOTE: Third Party and/or Vendor assistance and cooperation may be required for Nexon to complete some of its included responsibilities / tasks.

The following table outlines each parties (Nexon's and Your) responsibilities pertaining to the included scope of works and services throughout the term of this contract.

The tasks are listed in a RACI matrix format and can be interpreted as follows:

- **R - Responsible:** The individual or group who is responsible for doing the work. There can be more than one R
- **A - Accountable:** The individual or group who is accountable for the action. This person or group has the power of veto. Only one A can be assigned to a task.
- **C - Consulted:** The individual or group who is consulted before a task is performed. This is a two-way conversation.
- **I - Informed:** The individual or group who needs to be informed after the task has been performed. This is a one-way conversation.

12.4.1 SD-WAN Managed Services

Task	Nexon	You
Adhere to compliance of Nexon's included SLA's and support coverage.	R, A	C, I
Provide ongoing, pro-active high-level iterative review and best-practice guidance surrounding your SD-WAN, perimeter security and associated Security Appliances/Firewalls. <ul style="list-style-type: none"> High-level / basic only. Extensive review and guidance may incur additional charges. 	R, A	C, I
As required and applicable, provide Nexon with appropriate access to associated existing environmental components, infrastructure, tenants, portals and accounts to enable Nexon-provided ongoing management moving forward.	C, I	R, A
As necessary, provide additional remote management and monitoring tools and associated licenses for in-scope SD-WAN Appliances/Firewalls	R, A	C, I
Asset tracking of in-scope SD-WAN Appliances/Firewalls	R, A	C, I
Provide ongoing assistance with physical installation, uninstallation, network and power patching of in-scope Security Appliances/Firewalls <ul style="list-style-type: none"> Remote guidance with on-site assistance only as required. 	R, A	C, I
Provide ongoing configuration management, troubleshooting and support of all in-scope Security Appliances, including rulesets; policies; WAN routing/tunnelling; LTE/4G; Wi-Fi; advanced perimeter security functionality; VLAN and subnet rules; and security zone / traffic management rules.	R, A	C, I
Schedule required downtime for (and perform) maintenance and patch/firmware installation for in-scope Security Appliances/Firewalls. <ul style="list-style-type: none"> Dual responsibility for scheduling only. Monthly standard patching, as otherwise agreed between Nexon and you in writing, or as otherwise recommended by FW vendor. 	R, A	R, C, I

<ul style="list-style-type: none"> Expedited out-of-band patching for zero-day or critical / urgent vulnerability patches to address critical security flaws (You are notified of the flaw/patch requirement as soon as is feasibly possible, and an ad-hoc patch / remediation plan is put in place to address the issue). 		
Update access point passwords for your wireless network for in-scope Security Appliances/Firewalls - <i>Quarterly</i>	R, A	C, I
Configuration of monitoring and alerts for in-scope Security Appliances/Firewalls and associated WAN services (basic only if WAN services not provided by Nexon), including LogicMonitor capabilities.	R, A	C, I
Maintenance of As-built/associated documentation.	R, A	C, I
Initial troubleshooting and problem determination of in-scope Security Appliances/Firewalls and WAN services (basic only if WAN services not provided by Nexon).	R, A	C, I
Replace / purchase defective hardware if hardware is out of warranty, not covered by existing hardware replacement services, EOS or EOL	C, I	R, A
Incident escalation and management (logging through to resolution) to necessary 3 rd parties / vendors for in-scope Security Appliances/Firewalls and WAN services, including RMA's and warranty claims	R, A	C, I
Beyond anything explicitly outlined within this proposal as being provided by Nexon, procure, provide, manage, and support all hardware, software, solutions, services, licenses, and support contracts.	C, I	R, A
Support of out-of-scope SD-WAN Appliances / Firewalls / Routers / WAN services.	C, I	R, A
Following request/notification from you, provide secure disposal/destruction services for any required Security Appliances / Firewalls. <ul style="list-style-type: none"> Secure disposal and destruction of any required IT hardware will be indicatively charged at \$4.00 per kilogram (to be validated at the time of request), you will be provided with a certificate confirming such secure destruction/disposal following completion. 	R, A	C, I
3 rd Party Application integration, implementation, and support	C, I	R, A

13 Assumption, Terms and Exclusions

13.1 Assumptions and Terms

1. All pricing is in AUD and excludes GST (unless otherwise specified).
2. All pricing is based upon a 36-month term.
3. Payment via a credit card will incur a surcharge.
4. All pricing excludes freight, delivery, travel, accommodation, installation and configuration (unless otherwise specified).
5. All work is to be completed during business-hours (unless otherwise explicitly specified or mutually agreed between Nexon and You in writing). Any work that is to be completed outside of business-hours without explicit mention of such may incur additional charges.
6. The included scope may be completed via a mixture of remote and on-site work (if and as required).
7. You (and/or any of its existing service providers / vendors) will provide necessary and appropriate ongoing access to Nexon and its engineers to any relevant sites, equipment, devices, infrastructure, network, systems, documentation, diagrams, accounts, data and information for Nexon to be able to carry out the scope of works and services listed in this agreement.
8. Ongoing management is limited and bound to the responsibility matrices, SLA's and support coverage included within this proposal, unless otherwise agreed upon by both Nexon and You in writing.
9. Nexon may use smart hands and/or a sub-contractor to carry out some (or all) on-site work or support services. In order to ensure that we deliver an efficient and high-level of service for You within agreed Service Level Agreements (SLA's), if a site cannot be attended by an internal Nexon engineer within the agreed SLA then the site may be attended by smart hands services as a sub-contractor on behalf of Nexon. Such smart hands sub-contractor engagements will still retain alignment with and binding to agreed SLA's and Support Coverage between Nexon and You.
10. Nexon can only provide best-effort / limited support for any equipment / devices / software / services which are outside of valid vendor warranty, do not have existing in-place valid support contracts, are not running a Windows Operating System, or are considered by the vendor to be End of Life (EOL) / End of Support (EOS).
11. Third Party and/or Vendor assistance and cooperation may be required for Nexon to complete some of its included responsibilities / tasks.
12. Nexon may be required to deploy or retain tools such as SolarWinds N-Central remote management and monitoring (RMM) and Logic Monitor on network devices to enable Nexon to carry out some of its included responsibilities / tasks.
13. Due to global silicon chip shortages exacerbated by COVID 19 and additional ongoing global circumstances, the existing lead time for delivery of Meraki MX Security Appliances is ~3 months from date of order.
14. In addition, /alternatively to the included [Standard Rate Card](#) for Time & Materials (T&M) engagements, future engagements/projects can be scoped and quoted by Nexon at a fixed price as required.
15. The existing IP Addressing schema will be suitable deployed across all sites will be suitable to extension to support integration of VTS systems.
16. You will procure any required transceivers or ancillary items determined to be required during the planning and design phase.

17. The existing MPLS WAN and Your network currently utilise a standard based dynamic routing protocol.
18. You will provide access to Nexon engineers and allocate resources including rack space, power and switchports to deploy Meraki MX devices in their Data Centres. These appliances will act at SD-WAN hubs to establish connectivity with Your Sites.
19. You have an existing supported public cloud network architecture suitable for deployment of Meraki vMX virtualised SD-WAN appliances.
20. You will procure necessary and supported public cloud instances and any other network elements required to support hosting and integration of Meraki vMX appliances.
21. Suitable documentation can be provided including As-built reports, asset lists, management access detailed and topology diagrams for public cloud, Data Centres and Very Large Sites.
22. Existing data cabling and patch leads will be reused
23. Remote administrative access will be available for all relevant in-scope devices or infrastructure.
24. All sites will have suitable cellular coverage to support 4G/5G backup.
25. You will complete all user acceptance testing.
26. Anu nominated POC sites will be in the Sydney, Newcastle or Brisbane Metro areas.
27. You will complete any required reconfiguration of existing Data Centre network, MPLS WAN, firewalls and cloud environments required to support the proposed design.
28. All equipment will be shipped to site prior to scheduled site commissioning dates.
29. All packaging will be disposed on on-site.

13.2 Exclusions

1. The included scope of works and services lists the entirety of the scope of works and services that Nexon commits and obliges to performing as part of this agreement. Any additional scope of works and services may be carried out at Nexon's discretion only following agreement between Nexon and you in writing and may incur additional charges.
2. In the event of a discrepancy between the information contained within this proposal and any additional information, the information contained within this proposal will take precedence unless otherwise agreed upon by both Nexon and You in writing.
3. Unless otherwise explicitly specified or Nexon provided, You must procure (and implement, manage and support as applicable) the necessary additional licensing, hardware, software, equipment, infrastructure, services, and support contracts with respect to their IT environment. is Nexon's assumption that any additional, out-of-scope items will be identified during ongoing discussions and the design phase.
4. Supply of transceivers for switch interconnects. A Bill of materials for transceivers will be produced during Phase 1 for procurement by you.
5. Configuration of SIEM platforms.
6. Installation of structured data cabling.
7. Design or configuration of wired 802.1x or network access control.
8. IP Renumbering or reconfiguration of endpoint devices or VTS systems.
9. Completion of on-site audit and discovery activities.
10. Patching audits or development of patching matrix documentation.
11. WLAN Site Surveys (Unless optional WLAN survey component is selected)

14 Pricing Schedule

Nexon SD-WAN services are priced on a per customer basis.