



**Channel Partner  
SLA Agreement**

**APEXnetworks**  
[www.apexn.com.au](http://www.apexn.com.au)

## 1. Introduction

This document describes the service level commitment to APEXnetworks Channel Partners in relation to the following services (together referred to as the “Services”):

- APEXnetworks xDSL
- APEXnetworks Layer2 DSL

## 2. Definitions and Scope

**‘End Customer’** is the business customer using the DSL service.

**‘Level 1 Support’** is the support provided by the Channel Partner to the End Customer.

**‘Level 2 Support’** is the support provided by APEXnetworks to the Channel Partner, and occurs after a Level 1 Support call has determined that a service issue is attributed to the APEXnetworks network.

**‘Channel Partner’** is a wholesale customer who has contracted with APEXnetworks for the provision of telecommunication services to them. The Channel Partner is responsible for the sales, support and business relationship with the End Customer.

**‘Site Visit’** is where APEXnetworks, or a nominated representative, is required to attend the End Customer’s premises.

## 3. Fault Reporting

Faults that are not resolved by Level 1 Support can be reported to APEXnetworks 24 hours per day, 7 days per week. Response to fault reporting is within the applicable coverage window, and is in accordance with sections 4 and 5 of this SLA.

Please note that fees may be charged for effort expended in response to false faults and directly received Level 1 Support calls.

## 4. Response and Restoration Targets

**‘Response Time’** is the time from when APEXnetworks receives a Fault Call from the Channel Partner, to the time that we provide a status advice to the Channel Partner with an indication of the nature of the fault and estimated time to restore service.

Parameter	Target Time	Applicable Service
Response Time	1 hour within applicable Coverage Window	All Services

The 'Restoration Time' is calculated from the time that APEXnetworks receives a fault or trouble call from the Channel Partner to the time when the affected Service ceases to be Unavailable.

"Unavailable" means the Services are completely unavailable for use by the end customer.

Parameter	Service	Price Band	Service Restoration Target
Restoration Time	All Services	1 hour within applicable Coverage Window	4 hours (No site visit required) within applicable coverage window
			4 hours (Site visit required) within applicable coverage window
	All Services		4 hours (No site visit required) within applicable coverage window
			24 hours (Site visit required) within applicable coverage window

Note: In some instances the fault may be caused by DSL service components provided by Other Suppliers and are outside the direct control of APEXnetworks. In this case, service restoration may take longer than the service restoration target. Please refer to the Tables below for various details of 3<sup>rd</sup> Party Providers service restoration targets.

### XYZ

XYZed provides 24 hours per day, 7 days per week fault reporting service which supports the target restoration targets in the table below. For example, if the fault report is received on Thursday at 9:00 am, the fault should be resolved by 9:00 am the following day (Friday).

Location of Fault	Restoration Target
CBD	Within 24 Hours
Metropolitan Area	Within 24 Hours
Rural Area	Within 24 Hours

### Telstra

For a fault in an End User Access, Telstra will use reasonable endeavours to meet the Response and Restoration Target set out in the table below.

Location of Fault in End user Access	Target Response time	Restoration Target
Urban Area	Within 8 Hours	1 Clear Business Day
Rural Area	Within 8 Hours	2 Clear Business Days
Remote Area	Within 8 Hours	3 Clear Business Days

If a fault in an End User Access is received between 5:00pm on a Business Day and 8:00am on the following Business Day, the fault report is deemed to have been received at 8:01am on the second mentioned business day.

For a fault other than the End User Access (e.g. DSLAM), Telstra will use reasonable endeavours to meet the Response and Restoration Target set out in the table below.

Location of Fault	Target Response time	Restoration Target
Urban Area	1 Hour	12 hours
Rural Area	1 Hour	1 Day (24 hours) + 12 hours
Remote Area	1 Hour	2 Days (48 hours) + 12 hours

## 5. Coverage Window

'Coverage Window' refers to the APEXnetworks hours of operation for service response and restoration activity.

Type of Service	Hours of Operation (AEST)	Applicable Services
Business Hours	Monday to Friday*: 8:00am – 8:00pm Saturday*: 9:00am – 4:00pm	APEXnetworks xDSL products including Layer 2 Services
24 x 7	24 hours per day, 7 days per week	APEXnetworks xDSL products including Layer 2 Services when the 24x7 support is purchased.

Notes:

\* Excludes National Public Holidays

## 6. Fault Report Communications

In the event of a fault report, APEXnetworks will communicate with the Channel Partner as follows:

- a) **Receive Fault:** by phone call from the Channel Partner and APEXnetworks will provide a fault report reference number.
  - b) **Response:** as per Response Time above within a target time of 1 hour.
  - c) **Progress Advice:** APEXnetworks will contact the Channel Partner whenever there is an update available for the fault within the coverage window
- Close Off:** APEXnetworks will contact the Channel Partner upon restoring service to the End Customer and confirm that the service is operating satisfactorily.

## 7. Pro-active Outage Notifications

### 7.1 Major Outages

In the event that a network outage should occur with the potential to impact multiple End Customers, APEXnetworks will pro-actively communicate to Channel Partners via phone and e-mail as follows:

Notifications will be via:

- Phone with summary details.
- E-mail with more detailed information for all nominated Channel Partner contacts.

It is the Channel Partner's responsibility to ensure that APEXnetworks has the correct and current list of nominated contacts and their contact details at all times.

Outage Notifications will be as follows:

- a) **Initial Outage Advice:** target within 20 minutes of APEXnetworks being aware of the beginning of the outage and typically prior to diagnostic and further information is available. This notice will advise of the existence of the outage and is sent prior to further information being available.
- b) **Progress Advice:** an Initial Progress Advice notice will be sent within 1 hour after the beginning of the outage. Subsequent notices will be sent every 4 hours thereafter until the service is restored. Details will include estimated restoration time and the nature of the fault when available.
- c) **Close Off:** advice that the service is restored will be sent as soon as service restoration is complete.

## **7.2 Planned Service Outages**

APEXnetworks will use best efforts to provide 5 working day notification of any scheduled or planned service outage (“Planned Service Outages”) to affected Channel Partners. Where practical, Planned Service Outages for the DSL service will occur between 2am and 6 am, Tuesday and Thursday only, Eastern Time.

The process for notifying Channel Partners of Planned Service Outages will be as follows:

- a) APEXnetworks may plan a service outage to conduct necessary maintenance and upgrade to its network. Planned Service Outages may also originate from 3<sup>rd</sup> party carriers who are providing services to APEXnetworks.
- b) APEXnetworks will notify all affected Channel Partners via e-mail. The e-mail will include the details of the Planned Service Outage
- c) It is the responsibility of the Channel Partner to notify their End Customers of the Planned Service Outage

In circumstances where an emergency service interruption is required, APEXnetworks reserves the right to undertake the service interruption without notice. In such cases APEXnetworks will use its best efforts to notify the Channel Partner prior to any service interruption. Notification over the phone (as described in Section 7.1) may be used in case of an emergency service interruption.

## **8. Service Availability**

‘Service Availability’ is defined as the percentage of time each service is available to the End Customer, via the primary connectivity medium, during the course of a year.

The overall APEXnetworks network service availability will be advised by APEXnetworks to Channel Partners on a periodic basis.

The current Service Availability target is 99% on all xDSL and Layer 2 DSL services

## **9. Fee Rebates Due To Service Unavailability**

Always subject to the rebate exemptions listed in the agreement for the supply of services entered into between APEXnetworks and the Channel Partner, a Channel Partner may in certain circumstances be entitled to a service fee rebate.

Where a fault is attributed to the APEXnetworks network, and the primary connectivity service of the End Customer is unavailable for use within the coverage window for more than the hours stipulated in Section 4 (Target Restoration Time), then APEXnetworks will provide a service fee rebate to the Channel Partner who will in turn provide that rebate through to the End Customer.

Service Availability (Total Hours per month within Coverage Window)	Price Band	Rebate (% of Monthly recurring charge)	Applicable Services
More than 4 hours but less than or equal to 6 hours	CBD/Metropolitan; Regional (site visit not required)	10%	APEXnetworks xDSL and Layer 2 DSL Services
More than 24 hours but less than or equal to 26 hours	Regional (site visit required)		
More than 6 hours	CBD/Metropolitan; Regional (site visit not required)	20%	APEXnetworks xDSL and Layer 2 DSL Services
More than 26 hours	Regional (site visit required)		

Fee rebates will be provided upon written request from the Channel Partner together with a written request from an End Customer sent to APEXnetworks through the Channel Partner, and on the basis that the End Customer has reason to believe that a rebate will be due. The written request should be received by APEXnetworks within 10 days of the end of the month. Upon receipt of the written request, availability calculations will be provided to the Channel Partner to substantiate the validity of the claim. If valid, the rebate will be provided in the form of a credit for the next monthly bill to the Channel Partner. The fee rebate corresponds to the accumulated service unavailability of a given month and can only be claimed once a month.

Rebate does not apply in instances where the end customer failed to provide access to their premises for APEXnetworks to affect repair.

### 10. Service Activation Lead Times

'Service Activation Lead Time' is the number of working days, from the date that APEXnetworks acknowledges a completed Order Form from the Channel Partner to delivery of an activated service. Service Activation Lead Time is subject to confirmation of service being available in the requested location. Service Activation Lead Times only apply to correct and complete Order Forms.

Service Type	Target Service Activation Lead Time	Applicable Services
New Service	12 Working days	All Services
Service Relocation	12 Working days	All Services
Speed Change APEXnetworks, XYZ(ADSL) XYZed(SHDSL) Telstra	1 Working Day 16 Working Days 5 Working Days	All Services

Note: The target lead-time applies from the receipt of speed change request (phone or email). Change of access technology (e.g. ADSL, ADSL 2+, G.SHDSL) is classified as a new service.