

Superloop Managed Cloud Security Service Schedule

This Service Schedule forms part of the Agreement between You and Superloop.

The Cloud Security Service is a set of controls that Superloop provides to assist in making Your network more secure. Superloop is not responsible for the security of your business or any loss or damage to your business. The Cloud Security Service does not replace a comprehensive information security plan.

1. Service Description

1.1 General

The Service is comprised of the following items (“**Cloud Security Service**”):

- (a) Access to Cloud Security Node as per Your Service Order;
- (b) Configuration of applicable hardware to connect to the Cloud Security Nodes, when sold in conjunction with the Superloop Managed SD-WAN Service;
- (c) All applicable software licences;
- (d) The provisioning of the Cloud Security Service in accordance Your Security Policy;
- (e) Post-implementation testing; and
- (f) User access to the Cloud Security Portal.

1.2 Cloud Security Portal

The portal provides you with the ability to:

- (a) Monitor your Security Policy; and
- (b) Generate security reports.

Access will be granted according to the Design.

2. Provision of Services

2.1 Provisioning

- (a) Superloop will provision the Cloud Security Nodes at locations as per Your Service Order.
- (b) The Cloud Security Node’s IP address is Superloop’s demarcation point with You.
- (c) Superloop will provide You with information required to establish connectivity to the Cloud Security Node, including IP addressing and IKE details.

3. Your obligations

3.1 Provisioning

In order for Superloop to provision the Service, you must:

- (a) Provide accurate and complete information to Superloop as required for the deployment of the Service. You may be liable for any costs incurred by Superloop due to any incorrect, false or misleading information You provide.
- (b) You are to provide and maintain any systems, as required, used to establish connection to the Cloud Security Node.

3.2 Use of the Service

- (a) You will:
 - (i) Only use the Service, or allow it to be used for the purpose for which it is was provided under the Agreement;
 - (ii) Not sell, charge, assign, transfer or dispose of the Service or any part of it.
- (b) In addition to any other rights that Superloop may have, You must reimburse Superloop for any losses, costs, or liabilities arising from your use or misuse of the Service.

3.3 Termination

At the expiry of the Term or upon a valid Termination of the Service by either party, You will:

- (a) Promptly return or delete any confidential information that you have received from Superloop during the term of the Contract.

4. Maintenance

4.1 Planned Outage Periods

Superloop 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.

4.2 Minimise Disruption

Superloop will use its reasonable endeavours to minimise disruption to any affected Service arising from any Planned Outage Periods.

5. Faults and Fault Tickets

5.1 Reporting Faults

If you become aware of a fault, you must promptly report that Fault to the Superloop Support team.

5.2 Fault classification

Faults are classified by Superloop in accordance with the following table:

Priority Matrix	Urgency			
Impact	CRITICAL Entire business affected	HIGH Widespread 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	P1	P2	P3
High Significantly reduced performance of critical sites or business services Single site offline	P1	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

5.3 Fault Tickets

Upon receiving a notification of an issue that is identified as a Fault, the Superloop Support team will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to You.

5.4 Closure of Fault Tickets

When Superloop has remedied a Fault, it will notify You that the Fault Ticket is "closed".

5.5 Faults reported in error

If You report a Fault to the Superloop Support team in circumstances where the Service disruption is not due to a Fault within the Superloop Network (for example where the Service is unavailable due to an issue with Customer Equipment or a Third-Party network) or the Fault is due to an issue or damage caused by You, You will bear any and all costs incurred by Superloop to investigate the reported Fault.

5.6 Fault restoration target

Superloop will use its best endeavours to remedy each Fault within the Agreed Coverage Period (unless otherwise stated) in accordance with the Fault Restoration Target set out below.

Fault	Response	Restoration Target
P1	15 minutes	4 hours
P2	30 minutes	8 hours
P3	4 hours (during business hours)	2 Business Days
P4	8 hours (during business hours)	3 Business Days
Service Request	2 Business Days	N/A

5.7 Information updates

During the Remedy Period, the Superloop Support team will provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Superloop.

6. Service credits

6.1 Service credits for Cloud Security Services

Subject to the Service credit conditions listed in clause 6.2 and in the event of the Service failing to meet the Service Availability target, Service credits will apply.

6.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits are not available for Excluded Services;
- (b) Service credits apply from the first full calendar month that the eligible Service is operational;
- (c) where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- (d) You must apply for the credit by contacting the Superloop Support team and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- (e) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (f) the maximum Service credit available for each eligible Service in any month is 50% of the total monthly Charges for that eligible Service in that month.

6.3 Monthly Service Availability SLA

- (a) The following SLAs are calculated according to the Service Availability of the Cloud Security Service only. For services offered in combination with network connectivity, SLAs for the network apply in accordance with the respective service schedules.

- (b) If, during any calendar month, the Cloud Security Service Availability falls below 99.999%, You may submit a claim for credit for the affected service, calculated as follows:

Service Availability	Service Credit Percentage
Less than 99.999% but equal to or greater than 99.99%	5
Less than 99.99% but equal to or greater than 99.9%	10
Less than 99.9% but equal to or greater than 99%	15
Less than 99% but equal to or greater than 98%	25
Less than 98%	50

7. Change Management

7.1 Relocations

- (a) In the event You require a relocation of a Service to a new location, You must make a written request to Superloop in a manner nominated by Superloop. You acknowledge that not all Services can be relocated.
- (b) Superloop 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.
- (d) Where the Service can't be relocated, or where You opt to terminate instead of relocate, Cancellation and other fees and charges may apply under the Agreement.

7.2 Upgrades / Changes

You may at any time make a written request in a manner nominated by Superloop to upgrade or to change the Service. Superloop will respond to Your request and advise, in its absolute discretion, whether the Service can be upgraded or changed. You acknowledge that additional fees and/or Charges may apply.

7.3 Service Order

Where You make a request under clauses 7.1 or 7.2 which is accepted by Superloop, 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 Service Order which, upon execution, will replace the previous Service Order.

7.4 Variations by Third Parties

Without limiting Superloop's rights under any other clause of the Agreement, Superloop may, on written notice to You, vary this Service Schedule or a

Service Order (excluding the Charges) if a Third-Party's supply terms or agreement with Superloop is varied, terminated or replaced and as a result Superloop considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

8. Defined terms

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning, unless the context otherwise requires:

Agreed Coverage Period means 24 hours a day, 7 days a week, 52 weeks a year.

Agreement means the agreement between Superloop and You (incorporating the General Terms, this Service Schedule, and any applicable Service Order) in relation to the supply of Services by Superloop to You, which is available at <https://superloop.com/legal/terms/>.

Cloud Security Node is the cloud-based server that provides security functions.

Cloud Security Portal means the portal as described in section 1.2.

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 provided by Superloop.

Design is the plan or specification, as agreed by the parties, for the implementation of the Service.

Excluded Services refers to Services provided via Third Party network or Services which are qualified in a Service Order as being excluded.

Excused Downtime means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' 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 or a fault on a Third Party's network;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Superloop suspending the Service in accordance with the Agreement;
- (e) a Planned Outage Period as notified to You by Superloop or a third-party; or
- (e) a Force Majeure Event.

Facility means each data centre where Superloop will provide the Service, as listed in the relevant Service Order.

Fault has the meaning given in clause 5.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 4.1,

Planned Outage Periods are not Faults for the purposes of the Agreement; and

- (b) the failure of multiple Services over a single Fibre or device is treated as a single Fault.

Fault Restoration Target has the meaning given in clause 5.6.

Fault Ticket has the meaning given in clause 5.3.

Feasibility Study refers to a service qualification or Site survey.

Fibre means the optical fibre cable used to provide Services.

Good Industry Practice means the practice of a reasonable and prudent operator in the same business as the party required to comply with good industry practice.

IKE means Internet Key Exchange protocol.

Planned Outage Periods means the period during which Superloop, or a party on behalf of Superloop, 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.

Ready for Service (RFS) Date means the requested date for delivery of the Service, as agreed between Superloop and You and specified in the relevant Service Order.

Remedy Period means the period that:

- (a) commences on the earlier of when the Fault is reported to the Superloop Support team, or when Superloop otherwise becomes aware of the Fault; and
- (b) ends when the Fault is closed by Superloop.

Security Policy means the controls, rules, and/or configuration as agreed by the parties.

Service means the Cloud Security service as described in clause 1 and specified in a Service Order.

Service Availability is calculated each month as Uptime divided by the number of minutes in the month, less Excused Downtime, expressed as a percentage.

Service Availability Target has the meaning given at clause 6.3.

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

Super Port is a port hand off in a Facility where Superloop has a network presence.

Superloop Equipment means devices and appliances owned by Superloop used in the solution design deployed at Your premises.

Superloop Support team means a service offered by Superloop accessed by a telephone number or email address, as advised by Superloop from time to time, which may be used to convey potential fault information to Superloop.

Uptime means the number of minutes in each month where the link state of the Service is 'up', rounded to the nearest minute.