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# SERVICE LEVEL AGREEMENT – SLA - POLICY

## Introduction

At Uniti Wireless Limited (**Uniti**), we aim to provide access to strong and consistent broadband internet to every member of the Australian population we can reach. To achieve this, when we provide services to customers, we offer an additional Service Level Agreement to all customers.

This Service Level Agreement Policy describes how Uniti will provide additional services to customers under some residential and business plans and all enterprise plans.

This Service Level Agreement Policy forms part of Uniti's Customer Service Agreement. Upon acceptance of Your Application for Services, You are bound by Uniti's CSA and this Service Level Agreement Policy.


## 1. Service Description – Residential, Business, Enterprise

### 1.1 The Description of Your Service

- (a) This Service Level Agreement Policy is a description of how a Service Level Agreement applies to Your Service, and forms part of the Customer Service Agreement made in relation to Your Service.

### 1.2 SLA – Service Level Agreement

- (a) Uniti provide an SLA Service which includes a dedicated fast-track through Uniti's helpdesk and customer service (email: [prioritysupport@unitiwireless.com](mailto:prioritysupport@unitiwireless.com)) and minimum response times, for all Enterprise services, and for all Business and Residential plans where customers opt to pay an additional fee for the SLA service.
- (b) The following clause applies to all Uniti plans for Enterprise broadband Internet services, and to all Business and Residential plans for broadband internet services where You have opted to pay an additional fee for the SLA service. The clause does not apply to Business and Residential plans for broadband internet services, where You have not opted to pay an additional fee for the SLA service.
- (c) A fault or a fluctuation in service speeds occurs, and is dramatic and is not an isolated event, may be caused by an issue with connection between parts of the equipment at Your Premises, or between Your Premises and the broader Uniti network.
- (d) If You can bring this matter to Uniti's attention, Uniti will investigate the matter and endeavour to resolve the cause.
- (e) This investigation will review the connection of the Uniti Network to Your Services, but only up to the wall plate, which is where Uniti's services terminate. Past the point of the termination, (the router and the internal network configuration), are Your responsibility. In the event of an issue with connection past the wall plate into Your area of responsibility Uniti may endeavour to assist with resolving connection issues, but Uniti is not responsible or liable if Uniti is unable to resolve the issue.
- (f) Please direct all inquiries about performance directly to Uniti. If enquiries are directed to a third party who charges a fee for the same services that Uniti provides, then Uniti will not pay that fee, and Uniti will forward that fee onto You.


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- (g) In the event of an ongoing and not isolated fault, fluctuation or interruption to Your Service, You must contact Uniti (during customer service hours of 8am-8pm business days, and 10am – 4pm weekends and public holidays), by either telephone or email to:
  - i) Phone – 1300 847 201
  - ii) Email – [prioritysupport@unitiwireless.com](mailto:prioritysupport@unitiwireless.com)
- (h) When you make contact with Uniti to report a disruption please provide Your name, address and detailed description of the fault or service disruption.
- (i) For SLA Services Uniti will, in the event of a fault or ongoing fluctuation, use its best endeavours, to:
  - (i) within 2 business hours from the time of the fault or disruption being reported, provide a response which describes and explains the fault or disruption, and describes the steps taken to repair and restore the service; and
  - (ii) if requested, every 4 business hours from the time of the fault or disruption being reported, update SLA service customers on the progress of efforts to restore Your Service; and
  - (iii) within 10-12 business hours from the time of the fault or disruption being reported, restore Your Service to service speeds quoted. If Uniti are unable to achieve this target, you may be eligible for a credit pro rata in accordance with the applicable rates for Your Service.

If Uniti are unable to achieve this target, you may be eligible for a credit on your account.
- (j) Uniti guarantees that Your Service will be available 99% of the time. This means that, for example, if your service is down for a period greater than 3.65 days per year, Uniti will apply a credit pro rata in accordance with the applicable rates for Your Service.

### 1.3 Provision of Your Service

- (a) Uniti will provide Your Service, which includes a broadband connection by wireless or fixed line link, from Uniti's broadband Internet network, to a network termination point, at Your Premises.
- (b) A network termination point can be:
  - i) A socket point (where a relevant wall plate may be installed);
  - ii) A termination unit or server rack – usually seen in newer buildings, apartments or small businesses
  - iii) A Main Distribution Frame/Board – usually seen in building attached to commercial premises or businesses Any cabling you require from the network termination point to where you chose to use the Service is your responsibility, including maintenance, repair and replacement of this additional cabling.
- (c) You agree to:
  - i) not interfere with any of Uniti's equipment in place to provide your Service, or any part of Your Premises which is attached directly to the equipment;
  - ii) allow Uniti to inspect, maintain, test, repair or replace the equipment in place to provide Your Service at Your Premises as required in order to ensure the quality and integrity of Your Service and the Uniti network; and
  - iii) Grant to Uniti, or any of third party contractor or agent of Uniti, safe and timely access to Your Premises as required, and particularly for the provision of the Service, and for the decommissioning of the Service when Your Service ceases.
  - v) Where you are not the owner of Your Premises, and You do not have control over access and alterations to Your Premises, then You must seek permission for all access as required above prior to the Service being provisioned at Your

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Premises. You also indemnify Uniti against any claims made by an owner or occupier, in relation to our (or approved third party) entry to the Premise after access has been granted.

#### 1.4 Costs and Charges

- (a) All upfront costs and monthly charges of Your Service are set out in Uniti's Pricing Data Sheets, available upon request or online at: <http://www.unitiwireless.com>
- (b) The upfront costs and monthly charges of Your Service will vary depending on the plan You choose, including the contract terms and features such as data allowance and service speed.
- (c) These costs are for the provision of the Service and its contract terms for the duration of your Contract or until you require the Service based on a Month to-Month option.
- (d) All costs and charges for Your Service must be paid in time and in accordance with Your Customer Agreement Details, the Customer Service Agreement and Uniti's Billing Policy.
- (e) As specified in the CSA, Uniti may vary charges imposed in relation to Your Service by advance written notice to You.

#### 1.5 Equipment


- (a) Any equipment, that You purchase from Uniti, or that You have already purchased, and that You use in relation to Your Service, to connect to the Uniti network, and must only be WiFi equipment, approved by Uniti to be used for Your Service, and must be used only under the following conditions:
  - i) In compliance with any equipment configuration, maintenance and operational instructions provided by Uniti to You; and
  - ii) The equipment must comply with applicable Australian telecommunications regulations and is approved to operate with Australian telecommunications networks; and
  - iii) Uniti may also from time to time upgrade or replace its equipment, infrastructure or approved Customer Premises equipment as part of maintaining operational and technical network quality.
- (b) If Uniti provide You with any equipment, which is not stated in your Application for Services as being provided to You by Uniti, then, upon conclusion of the CSA, You will be required to purchase and operate that equipment, as Your property.

#### 1.6 Performance

- (a) Uniti will complete installation of and will provision Your Service only once initial testing at installation demonstrates that the broadband Internet speeds required by Your Service can be achieved.
- (b) Service speeds quoted for Your Service refer to the maximum throughput speeds that are achievable when using Your Service under optimum conditions. Uniti will use its best endeavours to provide Your Service at the service speeds quoted.

#### 1.7 Fluctuations in performance and restoration of Your Service Performance


- (a) Service speeds quoted for Your Service refer to the maximum throughput speeds that are achievable when using Your Service under optimum conditions.
- (b) Fluctuations in service speeds achieved by Your Service are expected over the duration of Your Service.

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- (c) Fluctuations occur due to the nature of telecommunications, electrical and Internet technologies and equipment. Consequently, you acknowledge and agree, that it not possible to maintain the service speeds quoted for Your Service at all times.
- (d) Fluctuations in service speeds to Your Service may be due to:
  - i) Wireless link quality and strength, which may include line of sight (LOS) obstructions, corrosion of or damage to cabling, and weather effecting the wireless equipment, network or service;
  - ii) Damage to equipment, or interference with integrity or operation of equipment by human or animal interference;
  - iii) External impacts such as electrical interference or solar flares;
  - iv) An unusual event of other Uniti customers over-using the same section of the Uniti network, including the quantity of customers and the types of digital services they are using as part of their service which impacts unexpectedly on Uniti's contention ratios;
  - v) The capacity and ability of Your internal wireless equipment to maintain the peak data flow and speeds offered on Your Service;
  - vi) A network fault or congestion point in the path between your connection and the fibre backhaul connection.
- (e) You acknowledge that Service speeds may vary from time to time for reasons including those listed above.

### 1.8 Availability of Your Service is not guaranteed

- (a) Uniti are endeavouring to bring broadband Internet services to as much of the Australian population, residential and business, as we can. Uniti's network of Tower Infrastructure is growing, however, Uniti may not yet be able to connect all residences or businesses into the Uniti network of broadband Internet services.
- (b) In submitting Your Application for Services You acknowledge and agree that Uniti may not yet be able to connect Your Premises into Uniti's network, and You also acknowledge and agree, that if Uniti is able to connect Your Premises into Uniti's network, then Uniti's liability to provide Your Service is limited under the CSA and is provided 'as is'.
- (c) You acknowledge that any maps, geographic availability indicators or statements in regards to availability must only viewed as general guides. These guides provide no commitment to Uniti being capable of providing the Service to your Premises location.
- (d) Major factors that may affect whether or not Uniti can actually provide Your Service to Your Premises include:
  - i) Some physical feature – trees, buildings or hills sits between Your Premises and Uniti's Tower Infrastructure and line of sight necessary for transmission of a wireless signal is obstructed;
  - ii) Your Premises is too far from Uniti's Tower Infrastructure and consequently a wireless signal will be too weak over that distance for Uniti to provide Your Service at quoted speeds;
  - iii) The capacity of Uniti's broadband Internet network in the geographic area of Your Premises may be at maximum capacity, and due to Uniti's intentional low contention ratios, Uniti may not be able to add Your Service to the services provided in that area. This situation may be temporary as Uniti is continually upgrading equipment at installations and with upgrades capacity increases;

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- iv) An owner or occupier of Your Premises or a Body Corporate, Strata Corporation or an Owners Corporation may deny Uniti access to, or permission to install equipment at Your Premises.
- (e) Where possible Uniti aim to identify a solution to enable services to be available to customers. However, there is no guarantee a solution is possible for all circumstances. Depending on factors including those listed above, or due to technical matters that may affect delivering services and any of components, Your Service may not be available as quoted.
- (f) You must not share Your Service with any other residence or business apart from Your Premises indicated in Your Application for Services. If Uniti determine on reasonable grounds that You are using Your Service at multiple sites, or among multiple residences or businesses, or that You are otherwise using Your Service not in compliance with Uniti's directions and Your Application for Services, then Uniti will add additional charges to Your account, to accommodate those additional unauthorised uses
- (g) You acknowledge and agree expressly that Uniti may move Your Service to a lower quota, speed and cost, if for some reason, technical or operational conditions cannot support Your Service. In this event and if you do not agree to the changes, You are able to cancel Your Service without a cancellation fee being imposed.
- (h) In the event that Uniti is unable to continue to supply Your Service then all service charges to You will cease.

### 1.9 Limitation of liability, indemnity and release

- (a) You indemnify Uniti against, and You release Uniti from, all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of a Service):
  - i) cancellation of Your Service for any reason;
  - ii) suspension of the provision of Your Service to particular Internet Protocol (IP) addresses;
  - iii) possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect to these issues.