



Managed SD-WAN Service Schedule

This Service Schedule forms part of the Agreement between You and Superloop and is applicable to Services entered into between You and Superloop from 16 June 2023.

1. Service Description

1.1 General

The Service is comprised of the following items ("SD-WAN Service"):

- (a) SD-WAN Device (or Devices, as per the Service Order);
- (b) Software licences for the use of the SD-WAN Device;
- (c) The provisioning of the SD-WAN Device in accordance with the agreed architecture;
- (d) Post-installation testing of the SD-WAN Device;
- (e) Initial and ongoing configuration of the SD-WAN Device;
- (f) Access to the SD-WAN Hosted Management Portal;
- (g) Ongoing backup and storage of the SD-WAN Device configuration information; and
- (h) Ongoing software upgrades to the SD-WAN Device as needed and determined by Superloop.

1.2 SD-WAN Hosted Management Portal

The Hosted Management Portal allows Superloop to:

- (a) Configure the SD-WAN Service;
- (b) Monitor your network and the performance of the SD-WAN Service in real-time;
- (c) Identify issues, inefficiencies or delays with the network;
- (d) Troubleshoot issues with your network; and
- (e) View data flows across your network and Sites.

1.3 Network Aggregation Licensing

- (a) The Service is licensed based on the Utilisation of the Network. The Utilisation is calculated as the 90th percentile of aggregate data, passing through all Your SD-WAN Devices listed as branch on your Sales Order Form, over an annual period.
- (b) Your Network Aggregate License is as listed on your Service Order. Where Your Utilisation exceeds your Network Aggregate License volume, additional fees will apply which will be payable by the Customer to Superloop.

2. Provision of Services

2.1 Feasibility Study for related Internet Access (if any)

If a related Service of a different type to the SD-WAN Service requires a successful Feasibility Study to proceed and the relevant Feasibility Study is not successful, then Superloop may stop work on and may cancel, the Service Order for the relevant SD-WAN Service.

2.2 Provisioning

- (a) Superloop will provision the SD-WAN Service to the Site by the Ready for Service (RFS) Date in accordance with Good Industry Practice.
- (b) The SD-WAN Device LAN Interface is Superloop's demarcation point with You.
- (c) Where a Third-Party network is used, the Service demarcation location within the Site will be confirmed with You and the Third Party prior to installation and provisioning of the SD-WAN Service.

3. Your obligations

3.1 Address information

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

3.2 Provisioning

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

- (a) Install and maintain any cabling between the SD-WAN Device and Customer Equipment and if you are unable to do so, You may request that Superloop do so on Your behalf, at Your cost, and any such cabling is deemed Customer Equipment for the purposes of the Agreement.
- (b) Prepare and maintain the Site(s) for the installation of the SD-WAN Device, including:
 - (i) Providing a suitable and safe operational environment for the SD-WAN Device, including connection points and a secure, accessible continuous power supply at the Site(s) for the operation and maintenance of the SD-WAN Device, in accordance with Superloop's reasonable instructions and applicable installation standards; and
 - (ii) Space at appropriate network facilities and a specified location for the SD-WAN Device, in time to allow Superloop to meet its obligations, and to undertake any necessary installation or maintenance.

3.3 Connectivity and Overage

You agree to pay the fees or charges associated with Your network connectivity including overage fees on mobile services.

3.4 Superloop Equipment

Superloop Equipment refers to all physical or virtual SD-WAN Device located on Your premises.

3.5 Ownership of Superloop Equipment

Superloop Equipment will remain Superloop's property at all times and risk in Superloop Equipment will pass to you upon delivery, whether or not the Superloop Equipment has been installed.

3.6 Use of Equipment

- (a) In relation to Superloop Equipment You will:
 - (i) Keep the Superloop Equipment safe, without risk to equipment health;
 - (ii) Only use the Superloop Equipment, or allow it to be used for the purpose for which it is was provided under the Agreement;
 - (iii) Not move the Superloop Equipment or any part of it from the Site(s) except as detailed in section 7.1;
 - (iv) Not make any alterations or attachments to, or otherwise interfere with, the Superloop Equipment, nor permit any person to do so, without Superloop's prior written consent;
 - (v) Not sell, charge, assign, transfer or dispose of or part with possession of the Superloop Equipment or any part of it;
 - (vi) Ensure that the Superloop Equipment appears in Superloop's name in your accounting books;
 - (vii) Where an Insolvency Event applies to you, immediately advise Superloop so that Superloop may take action to repossess the Superloop Equipment;
 - (viii) Notify any interested third parties that Superloop owns the Superloop Equipment.
- (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 Superloop Equipment or where the Superloop Equipment is damaged, stolen or lost, except where the loss or damage to Superloop Equipment is a result of fair wear and tear or caused by Superloop.

3.7 Equipment related actions upon expiry or termination

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

- (a) Provide Superloop with all reasonable assistance necessary to remove the Superloop Equipment from the Site(s);
- (b) Disconnect any Customer Equipment from Superloop Equipment located at the Site(s);

- (c) Not dispose of or use the Superloop Equipment other than in accordance with Superloop's written instructions or authorisation; and
- (d) Promptly return or delete any confidential information that you have received from Superloop during the term of the Contract.

3.8 Co-management Obligations

Where You are granted any Write Access the following applies:

- (a) You will be responsible for managing your End User accounts. You must advise Superloop in writing when an End User exits Your business or otherwise no longer requires access.
- (b) Where You are responsible for causing a Fault that results in the Service being down, this downtime will be counted as Excused Downtime for the purpose of Service Availability.
- (c) Resolutions of Faults caused by You may attract a Time and Materials fee which will be payable by You to Superloop.
- (d) Repeated Faults caused by You may result in the Write Access being revoked from that individual End User or Your whole organisation.
- (a) Where possible, Roles Based Access Control will be used by Superloop to limit the Write Access, in relation to specific access requirements.

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

The SD-WAN Device will notify the Superloop Support team of alerts and alarms which will be triaged to identify Faults. If you become aware of a fault which has not been identified by the SD-WAN Device, 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			
	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 from the SD-WAN Device of an issue that is identified as a Fault or upon receiving a Fault report from You, 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 Availability

6.1 Service Availability Target

- (a) The Service Availability Target is calculated according to the Service Availability of the SD-WAN Service only. For services offered in combination with network connectivity, SLAs for the network apply in accordance with the respective Service Schedules. For the avoidance of doubt, Customers' other Services as well as Excluded Services, which may include upstream or downstream functions, are not covered by this clause 6.1.
- (b) Service Availability is calculated as per the equation below.

$$\text{Service Availability} = \frac{\text{Uptime} - \text{Excused Downtime}}{\text{Total} - \text{Excused Downtime}} \times 100$$

Total = the total number of minutes in a calendar month.

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

Excused Downtime = as defined in this Agreement.

- (c) The Service Availability Target is 99.95% in a calendar month and Superloop endeavours to meet the Service Availability Target in any given month during the Service Term. No Service Credits will apply in relation to this Service if the Service Availability Target is not achieved.

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 the Service 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 or amend 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/>.

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.

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
- (f) 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.

Network Aggregate License means the amount of data your Service is licensed to as listed in your Service Order.

Physical SD-WAN Device means hardware, and associated software, that connects to your network and provides a secure overlay network over a mix of WAN transports and that is Superloop Equipment for the purposes of the Agreement.

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.

Roles Based Access Control means when access to view data or edit configurations in the Service may be limited based on the user accessing the Service.

SD-WAN Device means either a Physical SD-WAN Device or a Virtual SD-WAN Device, as specified by Superloop in the Service Order.

SD-WAN Hosted Management Portal means the portal as described in section 1.2.

Service means the SD-WAN 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 6.1(c).

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.

Utilisation means the sum of traffic that passes through all branch Site's SD-WAN Devices at the 90th percentile, hub SD-WAN Devices are excluded from this calculation.

Virtual SD-WAN Device means software that connects to your network and provides a secure overlay network over a mix of WAN transports and that is Superloop Equipment for the purposes of the Agreement.

Write Access means an account with the ability to make any modification to configuration within the Service.