# Fastcom Operations Guide

## December 2025

# Contents

## 1. Overview

The Fastcom Operations Guide (Guide) forms part of Fastcom's Master Service Agreement (MSA) and should be read in conjunction with the MSA. It outlines day to day operations, procedures and Service Level Agreements (SLA's) that relate to Fastcom's activities.

## 2. Right to Amend

Fastcom may make changes and amend this Guide from time to time as required, changes will be advised to the Customer by email as per clause 19.16 of Fastcom's MSA, and the updated Guide will be posted on Fastcom's website on the terms and conditions page. https://www.fastcom.co.nz/terms-conditions-and-policies/

## 3. Binding Effect

The amended Guide will supersede all previous versions of the Guide.

## 4. Fastcom Business Hours

Currently Fastcom business hours are Monday to Friday (excluding public holiday) 08.00 – 17.00.

Anytime outside of these are regarded as after hours and after-hours rates will apply.

## 5. After Hours Charging

Any work falling outside normal business hours will be charged as follows.

**Non-Public Holiday:** Time & half, minimum charge two hours

**Public Holidays:** Double time, minimum charge 4 hours.

## 6. ISO27001 – Information Security Management System

Fastcom undertakes to maintain its ISO27001 status on its own services and systems, clients should note that this does not cover clients' own systems and/or operating procedures however the clients may benefit from some elements of Fastcom ISO27001 accreditation.

## 7. Engineering Support Services

The following table outlines the guidelines that Fastcom engineers will allocate service jobs and tickets under.

| Priority | Description |
|---|---|
| Critical – P1 | Major impact on the entire business.<br>Example: A server being down at a critical site. Loss of organisational system functionality. |
| High – P2 | Major impact on a group of staff members, affecting the performance of job functions. Little or no impact on the organisation as a whole.<br>Example: Server Application failure. |
| Medium – P3 | Little impact to an individual user or department.<br>Example: Intermittent Server Application failure<br>Single user down |
| Low/Work Request – P3 | General low priority move/add/change. |

Fastcom will respond to requests during business hours as follows.

| Response | Critical | High | Medium | Low/Work Request |
|---|---|---|---|---|
| Initial Contact (Phone/Email) – Maximum | 1 hour | 2 hours | 4 hours | 24 hours |
| Remote Engineering /Onsite Maximum | 2 hours | 4 hours | 8 hours | As negotiated |

Fastcom will response to requests **after hours** as follows.

| Response | Critical | High | Medium | Low/Work Request |
|---|---|---|---|---|
| Initial Contact (Phone/Email) – Maximum | 2 hours | 4 hours | 8 hours | As negotiated |
| Remote Engineering /Onsite Maximum | 4 hours | 8 hours | 16 hours | As negotiated |

## 8. Network and IP Transit Services Service Level Agreement (SLA)

Fastcom is committed to delivering service quality for fixed term agreement services within the following service level targets.

### 8.1. Uptime

a) Fastcom will maintain the listed up-time target for each of the Customer's services / connections as defined in the Customer's service schedule.

b) Downtime is defined in this Service Level Agreement as a total failure of the endpoint service or connection being delivered.

c) If downtime as defined exceeds the specified up-time SLA percentage in any month, Fastcom will credit the customer's account in the next billing period as follows.

i) 0 to "Calculated SLA downtime (based on percentage eg; 99.8% = 88 minutes)" = 0%

ii) SLA + 4 hours = 10%

iii) SLA + 4 to 8 hours = 25%

iv) SLA + 8 hours + = 50%

d) Credits applied to the customer's account will be calculated using the monthly charge for service affected.

### 8.2. Fault Resolution

a) Fastcom shall respond to urgent network issues within thirty (30) minutes of notification during normal working hours. Outside normal working hours, Fastcom will respond within one (1) hour. Urgent network issues relate to maintaining performance of the overall network or a significant service. The Customer agrees to check network status webpages or answer services before calling in NOC staff with an urgent network notification.

b) Fastcom shall make every effort to resolve urgent network issues within its direct control within one (1) hour. Fastcom shall make every effort to resolve other faults affecting provision of service to The Customer within (24) twenty-four hours. The Customer acknowledges that Fastcom relies on various network providers and Partners for services that support or facilitate the Customer's services and that these service providers may respond to urgent network issues or faults according to their own service level targets.

c) Fastcom reserves the right to charge the Customer its standard hourly rates for fault resolution specific to the customer outside normal working hours (as specified above) unless the customer has signed an agreement with Fastcom for provision of 24hr support.

d) Fastcom reserves the right to charge the customers where the Customer logs faults, incurs the use of Fastcom staff time and the problem is later determined to relate to The Customer's network rather than Fastcom's.

### 8.3. Scheduled Outages

a) Fastcom endeavours to provide the Customer with at least 5 working days' notice of the timing and duration of any planned outages. These will be scheduled to occur at a time that will cause least inconvenience to the majority of Fastcom customers.

b) The Customer acknowledges that Fastcom may be required to perform emergency changes to ensure the overall integrity of the Fastcom network and or the services provided to The Customer is maintained. Such emergency changes may require a short notice period and Fastcom will endeavour to provide at least 2 hours' notice under such clauses.

### 8.4. Network Latency & Packet Delivery

a) Fastcom will provide a quality service with minimum network latency and packet delivery within its direct control. Fastcom will not be held responsible for third party network latency outside the boundaries of its own network, such as upstream bandwidth providers, but will work with The Customer to request resolution of such issues.

**8.5. Cancellation for Performance Issues**

a) Notwithstanding the Customers statutory rights, a Customer who has committed to a fixed term agreement as per their MSA shall only be able to cancel a service due to performance issues subject to the following terms.

i) The Customer shall be liable for all charges up until the time of cancellation, calculated on a pro-rate basis

ii) The Customer's right to cancel applies only to failures caused by factors reasonably within Fastcom's control and after Fastcom has had a reasonable opportunity to rectify the failures.

iii) If a service level failure giving cause for cancellation can be reasonably proved to relate to only one Fastcom service, (i.e. fibre optic service) and does not affect other fixed term contract services purchased by the customer, the customer shall be able to cancel that particular service only.

## 9. Datacentre Services SLA

The Customer is guaranteed a level of service in respect of High Availability colocation services provided by Fastcom at a designated Fastcom Datacentre. This Service Level Agreement is only available in conjunction with the Customer having devices connected with A and B power supplies as well as networking being connected with Hot Standby Router Protocol Services (HSRP) or BGP failover which must be in place for this SLA to apply. HSRP or BGP failover provides the Customer with an additional layer of redundancy that provides an automated fail-over of the network connection in the event of downtime on the primary router that their equipment is connected to within the Fastcom Colocation facility.

**9.1. Downtime and Uptime**

Definition of Downtime - Downtime shall be defined as the amount of time, from the time of notification by the Customer to Fastcom Network Operations (NOC) staff, for which any or all of the Customer's servers co-located in the Fastcom facility are unreachable due to the physical environment or core network failure (i.e. infrastructure within Fastcom's control) excluding

a) The Customer's applications or equipment,

b) acts or omissions of the Customer, or any use or user of the service authorised by the Customer

c) reasons of Force Majeure (natural disasters, acts of war or riots)

d) Denial of Service Attacks or

e) scheduled outages (as described in 9.2e).

**9.2 Uptime Guarantee**

a) Fastcom guarantees 99.99% uptime of the Customer's servers, excluding scheduled outages. This equates to an allowed four (4) minutes per month of downtime as described in Clause 9.1. Service uptime shall be measured and reported by Fastcom's host monitoring service. These reports will be available to the Customer on request.

b) If downtime (excluding scheduled outages) reaches forty five (45) minutes in any given month, The Customer account shall be credited with 15% of the colocation hosting fee charged by Fastcom for that month, upon request by the Customer. The credit will not be applied to fees relating other provided services (i.e. non-colocation hosting fees). In the event of valid network downtime, and subsequent receipt of the Customer's written request for credit, Fastcom will credit the required amount, calculated in accordance with this clause and Clause 9.2c in the month following the breach.

c) For each additional thirty (30) minutes of downtime, the Customer account shall be credited with 10% of the colocation hosting fee charged by Fastcom for that month. The credit will not be applied to fees relating other provided services (i.e. non-colocation hosting fees). The total credit shall not exceed the amount relating to the colocation hosting fee on the Customer's invoice for that month.

d) It is accepted by The Customer that packet delivery and latency conditions set out later in this document may not be met in conditions of fault.

e) Fastcom will aim to notify planned/scheduled network outages to the Customer a minimum of 1 week in advance. Wherever possible, these schedule outages will be undertaken outside normal business hours in the early hours of the morning to minimise customer impact. Where Fastcom is managing the Customer's hosted equipment,

planned/scheduled server maintenance outages will be notified as per arrangements made with the Customer. In some instances, emergency planned network outages are required. These types of outages will be only undertaken in instances where the integrity of any part of the Fastcom network is under threat – they will be undertaken with as much notice as possible provided to the Customer at a time that will cause the least possible amount of customer impact in the given situation. Where Fastcom is managing the Customer's server, emergency planned server outages may be required from time to time. These types of planned outages will be only undertaken in instances where the Customer's hosting environment is threatened (e.g. an external attack resulting from a non-notified OS vulnerability) and will be undertaken with as much notice as possible provided to The Customer at a time that will cause the least possible amount of customer impact in the given situation.

**9.3 Cancellation for Performance Issues**

a) If downtime (excluding scheduled maintenance downtime) exceeds four hundred and thirty-two (432) minutes in any month, the Customer shall have grounds to terminate the co-location agreement between the Customer and Fastcom immediately upon notice in writing to Fastcom subject to the following terms.

i) The Customer shall be liable for all charges up until the time of cancellation, calculated on a prorate basis notwithstanding any credits due as a result of clause 9.2 of this agreement.
ii) Any cancellation under 9.3 shall relate only to the co-location portion of the agreement any other services provided by Fastcom shall remain in place and not be affected by the cancellation of colocation services.

**9.3. Fault Resolution**

a) Reboot requests will be actioned by Fastcom within thirty (30) minutes in business hours, excepting the need to prioritise critical network issues to resolve the Customer and other customer's issue.
b) Fastcom shall respond to other urgent customer service requests that relate to maintaining performance of the service within thirty (30) minutes unless staff are diverted to critical network tasks.
c) Fastcom shall make every effort to resolve faults affecting provision of service to The Customer within one (1) hour.
d) Fastcom reserves the right to charge the Customer its standard hourly rate for network service support where the number of the Customer's logged faults in each month relating to network services becomes unreasonably excessive and where the logged issues are consistently found to be unrelated to Fastcom's network or services directly under Fastcom's control. Persistent logging shall mean in excess of two requests per month.

**9.4. Technician Availability**

a) Fastcom shall ensure that a network technician is on-site at the facility within forty-five (45) minutes of an urgent request for service ('call-out') to a Customer device at any time, 24 hours a day, 7 days a week. Standard call-out charges as per the terms of the colocation space agreement shall apply. Any call logged with the on-call engineer constitutes a call-out.
b) No penalty shall be incurred by Fastcom under clause 3 where the technician's unavailability is caused by a) acts or omissions of the Customer, or b) reasons of Force Majeure (natural disasters, acts of war or riots) or c) diversion of the technician to other matters critical to maintenance of the Fastcom network.
c) Definition of *Call-out*: a call-out is defined as a phone call to the on-call engineer outside normal business hours (08.00hr – 1700hr).

**9.5. Facility Temperature**

Fastcom shall maintain the temperature of the room in which The Customer's servers are housed at an ambient temperature of twenty (20) degrees Celsius, plus or minus three (3) degrees.

**9.6. Power Supply**

a) Fastcom shall supply two (2) fully redundant 230V AC power feeds to The Customer's server cabinet.
b) Fastcom shall maintain two fully redundant centralised backup Uninterrupted Power Supply (UPS) Systems and two fully redundant back-up auto-start diesel generators at all times to all The Customer devices housed in the Customer's leased cabinet(s) at the Fastcom facility. The UPS and generator systems shall be regularly maintained and serviced by qualified personnel and immediately deployed in the event of a mains power outage affecting the Fastcom facility.

**9.7 IP Address Requests**

a) Fastcom shall arrange additional IP addresses for the Customer within ten (10) working days of The Customer requesting additional IP addresses. There provision of additional IP addresses shall be subject to the terms and conditions outlined in the service terms attached to this agreement.

**9.8. Access, Security and Confidentiality**

a) The Customer employees specified on the IDC Keyholder agreement as personnel with unsupervised access authority shall have access to the Customer's servers housed in the Fastcom facility 24 hours a day, 7 days a week. Conditions apply to unsupervised access – refer to the service terms detailed in the Internet Data Centre Keyholder Agreement and IDC Access Instructions.

b) Fastcom shall ensure that the facility and the premium colocation room in which the Customer's servers are housed are protected by an adequate monitored alarm system, and that all entries to the premium colocation room are logged and traceable.

## 10. Infrastructure as a Service (IaaS) SLA

The Customer is guaranteed level of service in respect of Fastcom provided IaaS services for Virtual servers and components within them.

**10.1. Downtime and Uptime**

Definition of Downtime - Downtime shall be defined as the amount of time, from the time of notification by the Customer to Fastcom Network Operations (NOC) staff, of a failure of Fastcom's infrastructure due to the physical environment or core network failure (i.e. infrastructure within Fastcom's control) excluding

a) The Customer's applications or equipment,
b) acts or omissions of the Customer, or any use or user of the service authorised by the Customer
c) reasons of Force Majeure (natural disasters, acts of war or riots)
d) Denial of Service Attacks or
e) scheduled outages (as described in 10.2d).

**10.2 Uptime Guarantee**

a) Fastcom guarantees 99.95% uptime of Fastcom's IaaS, excluding scheduled outages. This equates to an allowed twenty-two (22) minutes per month of downtime as described in Clause 10.1. IaaS uptime shall be measured and reported by Fastcom's host monitoring service. These reports will be available to the Customer on request.

b) If downtime (excluding scheduled outages) reaches forty-five (45) minutes in any given month, The Customer account shall be credited with 15% of the IaaS fee charged by Fastcom for that month, upon request by the Customer. The credit will not be applied to fees relating other provided services (i.e. non-IaaS hosting fees). In the event of valid downtime, and subsequent receipt of the Customer's written request for credit, Fastcom will credit the required amount, calculated in accordance with this clause and Clause 10.2c in the month following the breach.

c) For each additional thirty (30) minutes of downtime, the Customer account shall be credited with 10% of the IaaS fee charged by Fastcom for that month. The credit will not be applied to fees relating other provided services (i.e. non-IaaS fees). The total credit available shall not exceed the amount relating to the IaaS fee on the Customer's invoice for that month.

d) It is accepted by The Customer that packet delivery and latency conditions set out later in this document may not be met in conditions of fault.

e) Fastcom will aim to notify planned/scheduled IaaS outages to the Customer a minimum of 1 week in advance. Wherever possible, these schedule outages will be undertaken outside normal business hours in the early hours of the morning to minimise customer impact. In some instances, emergency planned IaaS outages are required. These types of outages will be only undertaken in instances where the integrity of any part of the Fastcom network or infrastructure is under threat – they will be undertaken with as much notice as possible provided to the Customer at a time that will cause the least possible amount of customer impact in the given situation. Emergency planned server outages may be required from time to time. These types of planned outages will be only undertaken in instances where the Customer's IaaS environment is threatened (e.g. an external attack resulting from a non-notified OS vulnerability) and will be undertaken with as much notice as possible provided to The Customer at a time that will cause the least possible amount of customer impact in the given situation.

**10.3 Cancellation for Performance Issues**

a) If downtime (excluding scheduled maintenance downtime) exceeds four hundred and thirty-two (432) minutes in any month, the Customer shall have grounds to terminate the co-location agreement between the Customer and Fastcom immediately upon notice in writing to Fastcom subject to the following terms.

i) The Customer shall be liable for all charges up until the time of cancellation, calculated on a prorate basis notwithstanding any credits due as a result of clause 10.2 of this agreement.
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**10.4 Fault Resolution**

a) Reboot requests will be actioned by Fastcom within thirty (30) minutes in business hours, excepting the need to prioritise critical network issues to resolve the Customer and other customer's issue.
b) Fastcom shall respond to other urgent customer service requests that relate to maintaining performance of the service within thirty (30) minutes unless staff are diverted to critical network tasks.
c) Fastcom shall make every effort to resolve faults affecting provision of service to The Customer within one (1) hour.
d) Fastcom reserves the right to charge the Customer its standard hourly rate for IaaS service support where the number of the Customer's logged faults in each month relating to IaaS services becomes unreasonably excessive and where the logged issues are consistently found to be unrelated to Fastcom's IaaS directly under Fastcom's control. Persistent logging shall mean in excess of two requests per month.

**10.5 High Availability Services**

High availability increases the Guarantee up time to 99.99% as per clause 10.2 a), additional charges apply.

High availability services are those where a client is paying for a High Availability service in relation to IaaS services that have a single point of failure such as firewalls and domain controllers, and the client wishes Fastcom to add additional resiliency to their service.

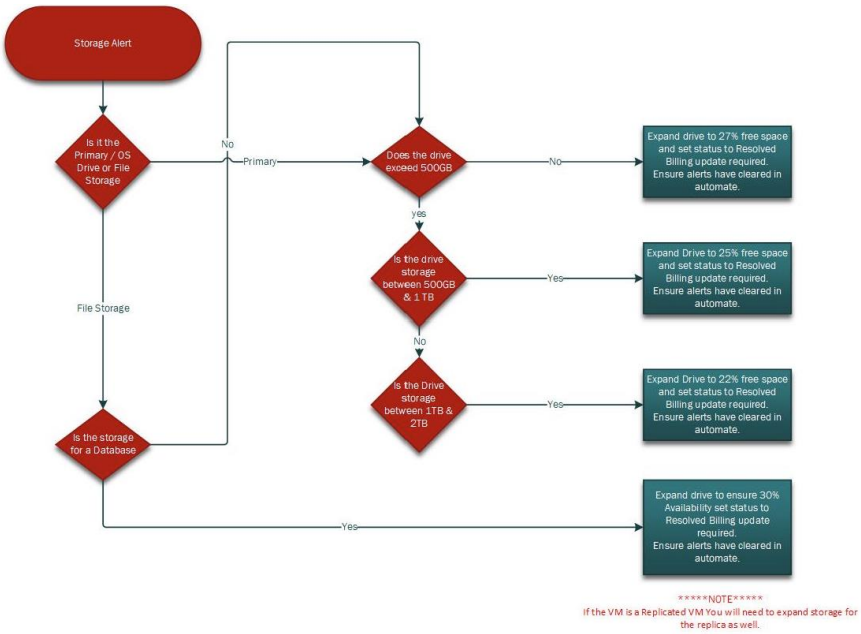
## 11. Travel

All travel costs associated with an engineers' time travelling to and from supported customers locations will be charged.

Travel charges apply for all locations more than 25km distant from Fastcom's offices in Whangarei, Auckland, Wellington, Christchurch and Dunedin.

## 12. Infrastructure alerting and automatic resource increases

Where you utilise Fastcom's IaaS services for virtual servers Fastcom received alerting when storage reaches 80 percent of allocated memory. Unless you advise otherwise for the Storage allocation will automatically increase as follows.




Invoicing will be adjusted accordingly in line with the increases.

## 13. Overage Charges for Data SIM's

Where Fastcom provides a data Sim that is not on an unlimited plan Fastcom will allocate as set amount of data to each SIM as a data pool as agreed with the Customer at time of implementation where for whatever reason the Customer's usage in any given month exceeds data the pool then the Customer will be invoiced for the excess data at the current excess data rate at the time of the occurrence.

## 14. Time and Materials Billing

Unless otherwise agreed or quoted time for a specific project or piece of work Fastcom operates on a time and material basis in six-minute billing increments billable in the month the work is completed. In addition, unless otherwise stated and covered under a specific managed product or service then all work is billable.

## 15. Committed Hours

Where the Customer enters into a committed hours agreement with Fastcom these hours can be utilised as follows.

a) Used in normal business hours, cannot be used for after-hours work.
b) Committed hours can be applied to both moves / adds / changes and scheduled / ad-hoc support work across our Network and Engineering teams, ensuring the Customer gets the most value from the Agreement.
c) Any unused hours in a given month will roll over for up to 6 months, giving greater flexibility in how and when they are used.
d) Hours will be used on a first-in, first-out basis, for example if the Customer have rolled over hours from September 2024 to February 2025, the September 2024 hours will expire as new hours for March 2025 are added.
e) Quoted fixed-fee work for specific projects remains separate from committed hours and will be billed as per the provided quote, unless prior agreement to utilise the committed hours has been agreed with Fastcom.

## 16. Closure of tickets following non-response

Fastcom will undertake the following process where we have an open ticket that we are awaiting on a response from the client.

a) If no information or update has been received after 5 business days, we will email reminding of information required or if the ticket is still valid
b) After an additional 3 business a further email requesting an update will be sent

c) After an additional 2 business day we will attempt to contact the user by phone if we are unable to make contact, we will close the ticket.

Note if we are advised that the information will take some time to gather then we will keep the ticket open for the expected time and then implement the process outlined. The ticket can be reopened any time should the client request.

## 17. Domain and SSL Renewals

Approximately 30 days prior to the renewal date Fastcom will send you an email advising that your domain/SSL certificate is due to renew. Unless we receive advise from you prior to the renewal date we will renew these on a time and material basis in addition to the cost of the domain/certificate.