

Brennan Voice and Data

Service Level Agreement

1. Introduction

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

- Brennan 3G
- Brennan ATM
- Brennan Co-location
- Brennan Dial Ports
- Brennan DSL
- Brennan Ethernet
- Brennan Frame Relay / DDS / Serial
- Brennan ISDN
- Brennan Midband Ethernet
- Brennan Virtual Hosting
- Brennan VPNs
- Brennan Wireless

2. Definitions

2.1 Definitions

‘Brennan NOC’ is the Brennan Network Operations Centre.

‘Client’ is the business Client using the Brennan service.

‘Client Premises Equipment’ or ‘CPE’ is the equipment at the Client site that has a data communications service installed.

'Communication' means the method by which Brennan will endeavour to contact the nominated Technical Client Contact in Service Centre. This can take the form of email, sms or telephone call.

'Coverage Window' refers to the Brennan hours of operation for service response and restoration activity. The Brennan NOC is operational 24x7x365.

'Faults' are all issues affecting the service, including degradation of the service requiring immediate attention.

'Packet Loss' means the average percentage of IP packets transmitted that are not successfully delivered, as measured by Brennan.

'Point of Aggregation' or 'POA' means Point of Aggregation.

'Response Time' is the time from when Brennan receives a Fault Call from the Client to when a technical resource is applied to the fault to conduct initial diagnosis and fault rectification. Where possible, Brennan will provide a status advice to the Client with an indication of the nature of the fault and estimated time to restore the service.

'Restoration Time' is the time taken from when Brennan receives a Fault Call from the Client to the time the service is restored.

'Service Activation' means the date from which Brennan determines the service is active.

'Service Availability' is defined as the percentage of time each service (or if redundancy has been included, the solution) is available to the Client during the course of a year.

'Service Centre' is the online customer portal and is accessible at <https://cms.brennanit.net.au/>.

'Service Installation Lead Times' is the number of business days from when Brennan receives confirmation that the required infrastructure is available to provide a service to the time that the service is physically installed at the Client's premises.

'Service Levels' means the service levels as specified in this Service Level Agreement and as updated by Brennan from time to time.

'Service Level Agreement' means this document published (and any updates published from time to time by Brennan) which describes the Service Levels for the relevant Brennan services and the applicable rebates (if any).

'Site Visit' is where Brennan, a nominated representative or field engineer is required to attend the Client's premises, local exchange or street cabling pits.

'Unavailable Hours' is the total number of hours that the service is unavailable due to issues with the Brennan network, except for planned service outages. The Brennan monitoring system will be the basis for determining Service Availability.

2.2 Scope

This document outlines the Service Levels associated with Brennan data communications services.

This document relates to the physical technologies Brennan can use to deliver a product (e.g. Ethernet for BPIP product, DSL for Internet product etc).

3. Fault Reporting

Clients are responsible for isolating and rectifying technical faults within their LAN based equipment and software.

In cases where the client believes that the fault is not in their equipment, but in the Brennan network, the fault is to be logged by phone 1300 887 042, or online <http://helpdesk.brennanit.com.au/> or email servicedesk@brennanit.com.au by the Client. All faults logged with the Brennan NOC will be issued with an incident number. This incident number will be the sole reference number for the fault.

Response times may vary depending on the coverage window, the type of service affected and how the fault is reported. Response times and coverage windows are described in sections 4 and 5 respectively. Non-critical faults that do not affect the service but nevertheless require action within a 24 hour period may also be logged by emailing the Brennan NOC servicedesk@brennanit.com.au. Incident numbers are also allocated from this system. All faults logged via email will be replied to in the same fashion.

Please note that fees may be charged for time expended by Brennan technical staff in response to faults logged that are deemed to be the responsibility of the Client or for site meetings that the nominated Technical or Site Contact was unavailable to attend.

4. Response and Restoration Targets

4.1 Response Times

4.1.1 Response Times for Faults Logged via Telephone

Time Parameter (as per Section 5)	Target Times	Applicable Services
Business Hours	Up to 15 Minutes	All Brennan Services
Non Business Hours	Up to 1 Hour	All Brennan Services

4.1.2 Response Times for Faults Logged via Email

Time Parameter (as per Section 5)	Target Times	Applicable Services
All Hours	Up to 24 Hours	All Brennan Services

4.2 Response Times

4.2.1 Faults Logged During Business Hours

Parameter	Service Locality	Target Times	Applicable Services
Restoration Time	CBD/Metropolitan	Up to 12 Business Hours	All Brennan Services
Restoration Time	Regional	Up to 24 Business Hours	All Brennan Services

NOTES: Restoration time targets apply on the basis that a site visit is not required to rectify the fault. If an engineer is required to visit a client's premises, a local exchange or street cabling pits longer restoration times can be expected.

5. Coverage Window

Time Category	Time Definition
Business Hours	Monday to Friday*: 8:30am to 5:30pm EST
Non Business Hours	All other times outside of Business Hours

NOTES: * National public holidays are considered Non Business hours

6. Fault Restoration

Service restoration targets are conditional on Brennan or an approved representative having access to the client premises and equipment.

Upon restoration of the service, Brennan will contact the Client and confirm that the service is operating satisfactorily.

In the case of a prolonged outage, a more detailed response can be provided by Brennan to the Client on request.

7. Proactive Notifications

7.1 Service Latency

The Brennan national network is congestion free and as such experiences minimal latency. In the unlikely event that the Brennan network experiences high latency, it will not exceed the maximum time periods stated in the table below.

Service Latency means the amount of time in milliseconds that is required for one single packet of 56 bytes to travel between the Brennan POA and the CPE and back to the POA. The latency is measured over a time interval of 15 Minutes, during which time the client service is no more than 70 percent utilised.

7.1.1 Target Service Latency Parameters

Parameter	Max. Time in Milliseconds	Applicable Services
Service Latency	80 Milliseconds	All Ethernet, DDS, Frame Relay, Serial, ATM and Wireless services
Service Latency	100 Milliseconds	All DSL based services
Service Latency	Not Applicable	Dial Ports, 3G, Co-location, Virtual Hosting or VPNs

7.2 Service Packet Loss

The Brennan national network is congestion free and the target packet loss is zero percent. In the unlikely event that Brennan does experience packet loss, it will not exceed the maximum packet loss stated in the table below.

Measurement of packet loss by Brennan is determined as a loss of transmission of IP packets between the Brennan POA and the CPE and back to the POA. The packet loss is measured over a time interval of 15 Minutes, during which time the client service is no more than 70 percent utilised.

In the event that the target packet loss measure is exceeded for a sustained period an incident number will automatically be generated. Proactive notification of this incident will be provided to the Client as per the Response Targets in section 4.1.

7.2.1 Target Service Packet Loss Parameters

Parameter	Max. Packet Loss	Applicable Services
Service Packet Loss	1%	All Ethernet, DDS, Frame Relay, Serial, ATM and Wireless services
Service Packet Loss	2%	All DSL based services
Service Packet Loss	5%	Dial Ports

7.3 Unscheduled Service Outage Notifications

In the event that a service outage should occur, Brennan endeavours* to communicate with the Client. In the unlikely event of a network-wide outage a pro-active telephone call to all Clients may not be possible.

A service outage can include the service being unavailable in addition to the packet loss and latency parameters which are defined within this section being exceeded.

NOTES: *It is the client's responsibility to maintain the correct Contacts in the Service Centre portal.

7.4 Planned Service Outage Notifications

Brennan may plan a service outage to conduct necessary maintenance and upgrades to the Brennan network. Brennan will use reasonable efforts to provide a minimum of 5 business days notification of any planned service outage.

Brennan will notify all affected Clients and will provide details of the Planned Service Outage.

In circumstances where an emergency service outage is required, Brennan reserves the right to undertake the service outage without notice. In such cases Brennan will endeavour to notify the Client prior to any service outage.

8. Service Availability

Service availability is calculated in accordance with the following formula:

$$\text{Service Availability} = \frac{\text{Total hours for the period (30 calendar days) less Unavailable Hours}}{\text{Total hours for the period (30 calendar days)}} \times 100$$

8.1 Service Availability Targets

Parameter	Target Service Availability	Applicable Services
Service Availability	99.0%	Dial Ports
Service Availability	99.8%	All DSL and Wireless services
Service Availability	99.95%	All Ethernet, DDS, Frame Relay, Serial and ATM services

9. Fee Rebates Due to Service Unavailability

9.1 Fee Rebate

Where a fault is attributed to the Brennan network and the Client's service does not meet the target service availability stipulated in Section 8 (Service Availability), then you may request Brennan provide a service fee rebate to the Client as follows:

Service Unavailability	Service Locality	Rebate as a % of Monthly Recurring Fees†	Applicable Services
More than 40 Minutes by less than or equal to 4 Hours	CBD/ Metropolitan	5%	All DSL, Ethernet, DDS, Frame Relay, Serial, ATM, Wireless services and all services with a Brennan redundancy solution.
More than 24 Hours but less than or equal to 48 hours	Regional		
More than 4 Hours but less than or equal to 6 hours	CBD/ Metropolitan	15%	All DSL, Ethernet, DDS, Frame Relay, Serial, ATM, Wireless services and all services with a Brennan redundancy solution.
More than 48 Hours but less than or equal to 72 Hours	Regional		
More than 6 Hours	CBD/ Metropolitan	30%	All DSL, Ethernet, DDS, Frame Relay, Serial, ATM, Wireless services and all services with a Brennan redundancy solution.
More than 72 Hours	Regional		

† The Monthly Recurring Fee mentioned above only refers to Brennan invoiced charges and does not include charges invoiced directly to the client by any other provider, e.g. ISDN charges incurred by the Client from a provider other than Brennan.

9.2 Application for Rebate

Rebates will be provided upon submission of a written request from the Client to a Brennan Account Manager. The written request should be received by Brennan within 14 days of the service unavailability.

Upon receipt of the written request, Brennan will assess and calculate the rebate due to the Client. All applicable rebates will be provided in the form of a credit on the next monthly bill to the Client.

The Client is only eligible for a rebate if a ticket was logged directly relating to the fault experienced and the service is in Contract with Brennan.

The fee rebate corresponds to the accumulated service unavailability, as measured by the Brennan Monitoring System, in a given month and can only be claimed once.

A rebate does not apply in instances where:

- The Client failed to provide access to their premises to repair a service outage
- The Client failed to co-operate with Brennan technical staff in undertaking basic diagnostic tasks required to rectify the fault
- The service unavailability is the direct result of a Planned Service Outage (See Section 7.4)
- The service unavailability is the direct result of events beyond the control of Brennan
- The client has modified or changed any aspect of the original installation without the consent of Brennan
- The client failed to notify Brennan of a fault with the service

10. Service Installation Lead Times

Service Type	Service Installation	Applicable Services
New DSL Service	25 business days (from confirmation of infrastructure availability)	All DSL and Midband Ethernet Services
DSL Service Relocation	25 business days (from confirmation of infrastructure availability)	All DSL and Midband Ethernet Services
DSL Speed Change *	7 business days (from confirmation of infrastructure availability)	All DSL Services
Conversion between Internet and BPIP service	2 business days (from order acknowledgement by Brennan)	All DSL and Midband Ethernet Services
New Dialup or ISDN Service	5 business days (from order acknowledgement by Brennan)	Dialup or ISDN Services (this does not include physical line)
New DDS, Frame Relay, Serial, ATM or Wireless Service**	80 working days or as advised at the time of quote (from confirmation of infrastructure availability)	All DDS, Frame Relay, Serial, ATM or Wireless Services

New Ethernet (Non Complex Build)	40 working days (from confirmation of infrastructure availability)	Ethernet Services which are 'non complex builds' as advised by Brennan.
New Ethernet (Complex Build)	80 working days (from confirmation of infrastructure availability)	Ethernet Services which are 'complex builds' as advised by Brennan.
Router Changes & Configurations***	24 hours (from order acknowledgement by Brennan)	All Services
New Co location Services	48 hours (from order acknowledgement by Brennan)	Co location Internet or BPIP services

* Changes from ADSL to SHDSL, or vice-versa are classified as new services.

** Lead times may increase if network builds / additional local network infrastructure is required.

*** Provided the Client supplies all necessary details and does not cater for shipment.

11. Service Installation Communications

Brennan will complete service provisioning within the timeframes stipulated in section 10. Service provisioning will be conducted during business hours. Orders cannot be processed without all relevant information.

While Brennan cannot be liable for the acts or omissions of third parties, Brennan will pro-actively communicate with the Client through the provisioning process and manage the installation so as to minimise any service provisioning delays.

Service provisioning milestones:

- Orders are acknowledged within one (1) business day of being received
- Confirmation of available infrastructure from Carrier, notification will be provided if service is unavailable
- Clients will be contacted to advise date of service installation
- Brennan will arrange the appointment for the service installation
- Brennan will contact the client to confirm activation of the service
- Billing of the service will commence from date of Service Activation

Brennan service delivery is however, conditional on access to third party suppliers, access to the client premises and the installations being completed by Brennan or an approved representative.

12. Rebates due to service installation delays

Where Brennan does not activate the service within the Service Installation Lead Time and it is the fault of Brennan, a rebate will be provided to the Client. Service installation rebates apply to new services and service relocations only.

Rebates will be provided upon submission of a written request from the Client to a Brennan Account Manager. The written request should be received by Brennan within 14 days of the relevant service installation lead time target not being met.

Rebates will not be applicable for service installation delays that were requested or caused by the Client, or for orders with an agreed installation date that falls outside of the service installation lead time target. The service installation lead time target is subject to confirmation of infrastructure availability.

Service Activation Delay (whole business days beyond Service Installation Lead Time Target)	Rebate % of Setup Fee	Applicable Services
From 1 to 5 days	10%	All Brennan Services
From 6 to 10 days	25%	All Brennan Services
From 11 to 15 days	50%	All Brennan Services
More than 15 days	100%	All Brennan Services

13. The Brennan Network

13.1 Network Bandwidth Availability

Brennan maintains a strict policy of active capacity management on Brennan's Australia wide network. This policy is one of intensive monitoring whereby national bandwidth/backhaul availability can be guaranteed at all times.

Should any part of Brennan's Australia wide network experience usage rates exceeding 65 percent of available network capacity for a sustained period of 15 minutes, the network will be upgraded.

By maintaining 35 percent bandwidth availability on the National network, Brennan ensures congestion free services, unaffected by contention ratios.

13.2 Brennan Managed Routers

Brennan maintains ownership of, monitors and manages routers supplied by Brennan as part of a Brennan service.

Brennan router management includes the initial configuration and subsequent additions, modifications and changes to the configuration as deemed necessary by Brennan or as required by the Client.

In addition and subject to prior approval by Brennan, Brennan will also manage routers supplied by the Client.

It is an express condition of this SLA that the entire SLA will only apply to services where Brennan has the sole exclusive management access to the router for management and monitoring purposes.

13.3 Brennan Router “Hot Swap” Policy

As a component of Brennan’s router management, Brennan maintains a router “Hot Swap” policy to minimise service disruption resulting from a faulty router.

The features of this policy are:

- a. This policy remains in place whilst the Client is under contract to Brennan for the supply of Brennan services.
- b. This policy only covers routers that are found to be faulty in the normal course of their intended use. It does not extend to insurable damage such as accidental or malicious damage, fire, water damage and the like.
- c. Only routers supplied and managed by Brennan are covered by this policy.
- d. Brennan will configure and courier, at no cost to the Client, a like model replacement router (the same as the model originally provided to the client, or if not available, one with similar functionality necessary to provide the same service) to the Client provided that the faulty router is simultaneously returned by the Client to Brennan.

Brennan will use reasonable efforts to achieve this swap in 24 hours or better. This time period may vary where extended courier times are experienced.

13.4 Brennan Redundant Services

Brennan recommends that all data services deemed critical to your business should have redundant services provisioned, should the primary circuits fail.

A range of connectivity methods may be used, however the following terms apply specifically to our Brennan ISDN Redundancy service.

- a. Brennan have several layers of technology in place to eliminate most instances of ISDN Hammer Dialling, however any charges incurred by ISDN backup links from the Carrier or Provider of those services are solely the responsibility of the client.

14. Service Level Agreement Terms and Conditions

The SLA terms and conditions set out in this document are incorporated into and form part of the Brennan Voice & Data Standard Form of Agreement.

All terms have meanings as per the Interpretations section in the Brennan Voice & Data Standard Form of Agreement.

Brennan will use reasonable endeavours to meet the Service Levels for the Service. If Brennan fails to achieve the relevant Service Levels as set out in the Service Level Agreement, you will be entitled to a rebate, calculated by reference to the percentage rate rebates specified in the Service Level Agreement.

Notwithstanding any other provision of the Service Level Agreement, the Client will not be entitled to a rebate where Brennan's failure to achieve the relevant Service Level is caused directly or indirectly by:

- a. any act or omission by you or any third party;
- b. planned service outages;
- c. unscheduled maintenance in cases of emergency service interruption; or
- d. components of the Service provided using facilities outside the direct control of Brennan.

The Client agrees that to the extent permitted by law, any rebate payable by Brennan to the Client pursuant to this clause, will be the sole remedy available to the Client in respect of the event giving rise to the rebate entitlement.

The Client's continued use of existing Services and the ordering of new Services after the introduction of this Service Level Agreement shall be deemed to constitute acceptance of the Brennan Voice & Data Standard Form of Agreement of this Service Level Agreement.

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- b. planned service outages;
- c. unscheduled maintenance in cases of emergency service interruption; or
- d. components of the Service provided using facilities outside the direct control of Brennan.

The Client agrees that to the extent permitted by law, any rebate payable by Brennan to the Client pursuant to this clause, will be the sole remedy available to the Client in respect of the event giving rise to the rebate entitlement.

The Client's continued use of existing Services and the ordering of new Services after the introduction of this Service Level Agreement shall be deemed to constitute acceptance of the Brennan Voice & Data Standard Form of Agreement of this Service Level Agreement.

15. Termination for Non-performance

15.1 You may terminate the Service Contract immediately if we breach a Service Level Agreement and fail to remedy the breach within 14 days after receiving a notice detailing the breach and requiring that it be cured;

15.2 Termination of a Service Contract does not affect our rights of action based on any breach by you before the termination and is without prejudice to any other rights we may have to recover other sums from you.

15.3 On termination we may retain all moneys paid to us under the Service Contract.

15.4 If you terminate a Service Contract prior to its expiry, as per clause 15.1 then no termination fee will be payable.