

January 2015

Brennan Voice and Data Pty Ltd

Service Level Agreement

1. Introduction

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

- Brennan Voice and Data 3G
- Brennan Voice and Data ATM
- Brennan Voice and Data Co-location Connectivity
- Brennan Voice and Data Dial Ports
- Brennan Voice and Data DSL
- Brennan Voice and Data Ethernet
- Brennan Voice and Data Frame Relay / DDS / Serial
- Brennan Voice and Data ISDN
- Brennan Voice and Data Mid-band Ethernet
- Brennan Voice and Data Virtual Hosting
- Brennan Voice and Data VPNs and IPSEC Tunnels
- Brennan Voice and Data Wireless
- Brennan Voice and Data Managed Network Security
- Brennan Voice and Data Managed Wi-Fi

2. Definitions and Scope

2.1 Definitions

‘NOC’ is the Brennan Voice and Data Network Operations Centre.

‘Client’ is the business Client using the Brennan Voice and Data 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 Voice and Data 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 Voice and Data hours of operation for service response and restoration activity. The NOC is operational 24x7x365.

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

'Managed Network Security' refers to our products *Secure View, Intrusion Defender and DDoS Defender, Secure Mail, Web Content Filtering*.

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

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

'Response Time' is the time from when Brennan Voice and Data 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 Voice and Data 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 Voice and Data receives a Fault Call from the Client to the time the service is restored.

'Service Activation' means the date from which Brennan Voice and Data 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 Voice and Data 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 Voice and Data from time to time.

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

'Site Visit' is where Brennan IT, 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 Voice and Data network, except for planned service outages. The Brennan Voice and Data monitoring system will be the basis for determining Service Availability.

2.2 Scope

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

This document relates to the physical technologies Brennan Voice and Data 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 Voice and Data 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 Voice and Data 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 Voice and Data 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 Voice and Data 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) for critical faults	Target Times	Applicable Services
All hours	Up to 30 Minutes	All Brennan Voice and Data Services except Managed Wi-Fi

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 Voice and Data Services except Managed Wi-Fi

Managed Wi-Fi support is limited to Business Hours Only as per Section 5.

4.2 Restoration 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 Voice and Data Services
Restoration Time	Regional	Up to 24 Business Hours	All Brennan Voice and Data 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. No restoration target applies to VPN or IPSEC Tunnel based products since connectivity is provided by a third party.

5. Coverage Window

Time Category	Time Definition
Business Hours	Monday to Friday*: 8:00am to 6:00pm AEST
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 Voice and Data or an approved representative having access to the client premises and equipment.

Upon restoration of the service, Brennan Voice and Data 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 Voice and Data to the Client on request.

7. Proactive Notifications

7.1 Unscheduled Service Outage Monitoring and Notifications

By default all Data Networking client end nodes are proactively and automatically monitored for their Up/Down status. In the event that a node is not reachable by our NOC monitoring system, a ticket is automatically raised and placed into a queue for triage and resolution. Clients are not required to log a ticket in this instance. Managed Wi-Fi Access Points are not proactively monitored and require the client to log a fault.

Clients can also be automatically notified when a monitored node is reported as being down. Notification methods can be set by the client in our customer portal located on the internet at <https://my.brennanit.com.au/> and can be changed at any time.

NOTES: It is the client's responsibility to maintain the correct contacts email addresses, mobile and fixed line phone numbers in the my.brennanit.com.au portal.

7.2 Planned Service Outage Notifications

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

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

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

8. Service Availability, Latency and Packet Loss

8.1 Service Availability Targets

Service availability is calculated in accordance with the following formula:

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

Managed Wi-Fi coverage and Uptime is offered on a Best Effort basis only.

Parameter Target Service	Availability	Applicable Services
Service Availability	Not applicable	All VPN and IPSEC tunnel products
Service Availability	99.0%	Dial Ports
Service Availability	99.8%	All DSL and Wireless Ethernet services
Service Availability	99.95%	All Ethernet, Frame Relay, Managed Network Security

8.2 Target Service Latency Parameters

Service Latency is defined as the amount of time in milliseconds that is required for one single packet of 56 bytes to travel between the Brennan Voice and Data core and the CPE and back to the core. The latency is measured over a time interval of 15 Minutes, during which time the client service is no more than 70 per cent utilised. Latency Targets are only applicable to services terminating in Australia.

Parameter	Max. Time in Milliseconds	Applicable Services
Service Latency	80 Milliseconds	All Ethernet, services
Service Latency	100 Milliseconds	All DSL based services
Service Latency	Not Applicable	Dial Ports, 3G, Co-location Connectivity, Virtual Hosting, VPNs, Managed Network Security

Out of parameter latency is proactively monitored by our NOC but clients are not notified when such events are detected due the transient nature of data network behaviour. Out of parameter latency does not automatically entitle the client to a Fee Rebate.

8.3 Service Packet Loss

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

Parameter	Max. Packet Loss Target	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

9. Fee Rebates Due to Service Unavailability

9.1 Fee Rebate

Where a service unavailability is attributed to the Brennan Voice and Data network and the Client's service does not meet the target service availability stipulated in Section 8.1, then you may request Brennan Voice and Data provide a service fee rebate to the Client as follows:

Continuous Service Unavailability	Service Locality	Rebate as a % of Monthly Recurring Fees†	Applicable Services
More than 90 Minutes but less than or equal to 4 Hours	CBD/ Metropolitan	5%	All DSL, Ethernet, Frame Relay, Managed Network Security services and all services with a Brennan Voice and
More than 24 Hours but less than or equal to 48 hours	Regional		

			Data redundancy solution.
More than 4 Hours but less than or equal to 6 hours	CBD/ Metropolitan	15%	All DSL, Ethernet, Frame Relay, Managed Network Security services and all services with a Brennan Voice and Data 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, Frame Relay, Managed Network Security services and all services with a Brennan Voice and Data redundancy solution.
More than 72 Hours	Regional		

†The Monthly Recurring Fee mentioned above only refers to Brennan Voice and Data 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 IT.

9.2 Application for Rebate

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

Upon receipt of the written request, Brennan Voice and Data 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 IT.

The fee rebate corresponds to the accumulated service unavailability, as measured by the Brennan Voice and Data 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 Voice and Data 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 IT
- The client has modified or changed any aspect of the original installation without the consent of Brennan IT

- The client failed to notify Brennan Voice and Data of a fault with the service

10. Service Installation Lead Times

Service Type	Service Installation	Applicable Services
New DSL or Ethernet over Copper service	25 business days (from confirmation of infrastructure availability)	All DSL and Ethernet over Copper services
ADSL service Relocation	25 business days (from confirmation of infrastructure availability)	All ADSL
ADSL 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 IT)	All Access Methods
New Dialup or ISDN service	25 business days (from order acknowledgement by Brennan IT)	Dialup or ISDN Services
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 Fibre (Non Complex Build)	40 working days (from confirmation of infrastructure availability)	Ethernet Services which are 'non-complex builds' as advised by Brennan IT.
New Ethernet (Complex Build)	80 working days (from confirmation of infrastructure availability)	Ethernet Services which are 'complex builds' as advised by Brennan IT.
Compatible Router Changes & Policy Configurations***	24 hours (from order acknowledgement by Brennan IT)	All Services
New Co location Connectivity Services	48 hours (from order acknowledgement by Brennan IT)	Co-location Internet or BPIP Services to existing infrastructure
New Managed Network Security products	7 business days from submission of order	Intrusion Defender, DDoS Defender, Secure View, Secure Mail, Web Content Filtering
New Managed Wi-Fi service	Configuration – 10 days from hardware receipt. Management – 7 days from site installation and controller	All Managed Wi-Fi

	connectivity	
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* 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.

Modifications to Ethernet Fibre services such as speed changes vary in lead time depending on carrier, backhaul transmission technology and hardware capabilities. Lead times and pricing on service modifications to Ethernet Fibre services will be quoted on application.

11. Service Installation Communications

Brennan Voice and Data 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 Voice and Data cannot be liable for the acts or omissions of third parties, Brennan Voice and Data 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 Voice and Data will arrange the appointment for the service installation
- Brennan Voice and Data will contact the client to confirm activation of the service
- Billing of the service will commence from date of Service Activation

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

12. Rebates due to service installation delays

Where Brennan Voice and Data does not activate the service within the Service Installation Lead Time and it is the fault of Brennan IT, 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 Voice and Data Client Manager. The written request should be received by Brennan Voice and Data 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 Voice and Data Services
From 6 to 10 days	25%	All Brennan Voice and Data Services
From 11 to 15 days	50%	All Brennan Voice and Data Services
More than 15 days	75%	All Brennan Voice and Data Services

13. The Brennan Voice and Data Network

13.1 Network Bandwidth Availability

Brennan Voice and Data maintains a strict policy of active capacity management on Brennan IT's Australia wide core network. This policy is one of intensive monitoring that result in national bandwidth/backhaul being highly available at all times.

13.2 Brennan Voice and Data Managed Routers

Brennan Voice and Data maintains ownership of, monitors and manages routers supplied by Brennan Voice and Data as part of a Data Networking or Business Internet service.

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

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

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

13.3 Brennan Voice and Data Router "Hot Swap" Policy

As a component of Brennan IT's router management, Brennan Voice and Data 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 Voice and Data for the supply of Brennan Voice and Data 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 Voice and Data are covered by this policy.
- d) Brennan Voice and Data 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 IT.

Brennan Voice and Data 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 Voice and Data Redundant (Failover) Services

Brennan Voice and Data 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 Voice and Data ISDN Redundancy service.

- a) Brennan Voice and Data 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 Voice and Data will use reasonable endeavours to meet the Service Levels for the Service. If Brennan Voice and Data 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 rebate 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 IT'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;

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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 IT
- e) a Force Majeure event such as natural disasters and power failures

The Client agrees that to the extent permitted by law, any rebate payable by Brennan Voice and Data 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.