

# Brennan Voice & 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 data communications services (together referred to as the “Services”):

- 1.1. Brennan Voice and Data Private IP & Internet
- 1.2. Brennan Voice and Data Co-location Connectivity
- 1.3. Brennan Voice and Data VPNs and IPSEC Tunnels
- 1.4. Brennan Voice and Data Managed Network Security
- 1.5. Brennan Voice and Data Managed Wi-Fi

### 2. Definitions and Scope

#### 2.1. Definitions

- 2.1.1. ‘We, Our, Us’ is Brennan Voice and Data
- 2.1.2. ‘Client, you, your’ is the business Client using the Brennan Voice and Data service.
- 2.1.3. ‘Client Premises Equipment’ or ‘CPE’ is the equipment at your site that has a data communications service installed.
- 2.1.4. ‘Communication’ means the method by which we will endeavour to contact the nominated
- 2.1.5. ‘Technical Client Contact in Service Centre. This can take the form of email, SMS or telephone call.
- 2.1.6. ‘Coverage Window’ refers to our hours of operation for service response and restoration activity. Our NOC is operational 24x7x365.
- 2.1.7. ‘Faults’ are all issues affecting the service, including degradation of the service requiring immediate attention.
- 2.1.8. ‘Managed Network Security’ refers to our products Secure View, Intrusion Defender and DDoS Defender, Secure Mail, Web Content Filtering.
- 2.1.9. ‘NOC’ is our Network Operations Centre.
- 2.1.10. ‘Packet Loss’ means the average percentage of IP packets transmitted that are not successfully delivered, as measured by us.

- 2.1.11. 'Point of Aggregation' or 'POA' means Point of Aggregation.
- 2.1.12. 'Response Time' is the time from when we receive a Fault Call from you to when a technical resource is applied to the fault to conduct initial diagnosis and fault rectification. Where possible, we will provide a status advice to you with an indication of the nature of the fault and estimated time to restore the service.
- 2.1.13. 'Restoration Time' is the time taken from when we receive a Fault Call from you to the time the service is restored.
- 2.1.14. 'Service Activation' means the date from which we determine the service is active.
- 2.1.15. '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.
- 2.1.16. 'Service Centre' is the online customer portal and is accessible at <https://cms.brennanit.net.au/>
- 2.1.17. 'Service Installation Lead Times' is the number of business days from when we receive confirmation that the required infrastructure is available to provide a service to the time that the service is physically installed at your premises.
- 2.1.18. 'Service Levels' means the service levels as specified in this Service Level Agreement and as updated by us from time to time.
- 2.1.19. 'Service Level Agreement' means this document published (and any updates published from time to time by Brennan IT) which describes the Service Levels for our relevant services and the applicable rebates (if any).
- 2.1.20. 'Site Visit' is where Brennan IT, a nominated representative or field engineer is required to attend your premises, local exchange or street cabling pits.
- 2.1.21. 'Unavailable Hours' is the total number of hours that the service is unavailable due to issues with our network, except for planned service outages. Our monitoring system will be the basis for determining Service Availability.

## 2.2. Scope

- 2.2.1. This document outlines the Service Levels associated with our data communications services.
- 2.2.2. This document relates to the physical technologies we can use to deliver a product (e.g. Ethernet for BPIP product, DSL for Internet product etc).

## 3. Fault Reporting

You are responsible for isolating and rectifying technical faults within your LAN based equipment and software.

In cases where you believe that the fault is not in your equipment, but in our network, the fault is to be logged by phone 1300 500 000 (+61 2 8235 9511 if overseas), or online [brennanitau.service-now.com](http://brennanitau.service-now.com) or email [servicedesk@brennanit.com.au](mailto:servicedesk@brennanit.com.au) by you. All faults logged with our 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 your service but nevertheless require action within a 24 hour period may also be logged by emailing our NOC [servicedesk@brennanit.com.au](mailto: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 our technical staff in response to faults logged that are deemed to be the responsibility of you or for site meetings that the nominated Technical or Site Contact was unavailable to attend.

#### 4. Response and Restorations Targets

##### 4.1. Response times

##### 4.1.1. Response Times for Faults Logged via Telephone

Time parameters (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 parameters (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
Restorations 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 your 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

## 6. Fault Restoration

- 6.1. Service restoration targets are conditional on our or an approved representative having access to your premises and equipment.
- 6.2. Upon restoration of the service, we will contact you and confirm that the service is operating satisfactorily.
- 6.3. In the case of a prolonged outage, we may provide a more detailed response on your request.

## 7. Proactive Notifications

- 7.1. Unscheduled Service Outage Monitoring and Notifications

- 7.1.1. 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. You are not required to log a ticket in this instance. Managed Wi-Fi Access Points are not proactively monitored and require you to log a fault.
- 7.1.2. You can also be automatically notified when a monitored node is reported as being down. Notification methods can be set by you in our customer portal located on the internet at [my.brennanit.com.au](http://my.brennanit.com.au) and can be changed at any time.

NOTE: It is your 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

- 7.2.1. We may plan a service outage to conduct necessary maintenance and upgrades our network. We will use reasonable efforts to provide a minimum of 5 business days notification of any planned service outage.
- 7.2.2. We will notify all affected Clients and will provide details of the Planned Service Outage.
- 7.2.3. In circumstances where an emergency service outage is required, we reserve the right to undertake the service outage without notice. In such cases we will endeavour to notify you prior to any service outage.

## 8. Service Availability, Latency and Packet Loss

### 8.1. Service Availability Targets

- 8.1.1. Service availability is calculated in accordance with the following formula:
- 8.1.2. 
$$\text{Service Availability} = \frac{\text{Total hours for the period (30 calendar days)} - \text{Unavailable Hours}}{\text{Total hours for the period (30 calendar days)}} \times 100.$$
- 8.1.3. Managed Wi-Fi coverage and Uptime is offered on a Best Effort basis only.

Parameter Target Service	Availability	Applicable network access services
Service Availability	Not Applicable	All VPN and IPSEC tunnel products, NBN Residential
Service Availability	99.5%	NBN Business

Service Availability	99.5%	All DSL and Wireless Ethernet services
Service Availability	99.9%	All Ethernet
Service Availability	100%	Any site that has 2 or more Ethernet or NBN Business connections – with mobile broadband failover

## 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 our core and the CPE and back to our core. The latency is measured over a time interval of 15 Minutes, during which time your 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 network access Services
Service Latency	80 Milliseconds	All Ethernet services
Service Latency	100 Milliseconds	All DSL and NBN Residential based services
Service Latency	Not Applicable	Mobile Broadband, Co-location Connectivity, Virtual Hosting Connectivity, VPNs, Managed Network Security

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

## 8.3. Service Packet Loss

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

Parameter	Max. packet loss target	Applicable services
Service Packet Loss	1%	All Ethernet, services
Service Packet Loss	2%	All NBN residential and DSL based services
Service Packet Loss	5%	Mobile Broadband

## 9. Fee Rebates Due to Service Unavailability

### 9.1. Fee Rebate

Where a service unavailability is attributed to our network and your service does not meet the target service availability stipulated in Section 8.1, then you may request us to provide a service fee rebate as follows:

Continuous service unavailability	Service locality	Rebate as a % of monthly recurring fee*	Application services
More than 90 Minutes but less than or equal to 4 Hours	CBD/Metropolitan	5%	All Ethernet, Managed Network Security services and all services with a Brennan Voice and Data Failover service
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 Ethernet, Frame Relay,

More than 48 Hours but less than or equal to 72 Hours	Regional		Managed Network Security services and All services with a Brennan Voice and Data Failover service
More than 6 Hours	CBD/Metropolitan	25%	All Ethernet, Frame Relay, Managed Network Security services and All services with a Brennan Voice and Data redundancy solution
More than 72 Hours	Regional		
More than 15 Minutes	Any Australian site	50%	Any site that has 2 or more Ethernet or NBN Business connections - with mobile broadband failover

\* The Monthly Recurring Fee mentioned above only refers to our invoiced charges and does not include charges invoiced directly to you by any other provider, e.g. ISDN charges incurred by you from a provider other than us.

## 9.2. Application for Rebate

- 9.2.1. Rebates will be provided upon submission of a written request from you to our Client Manager. The written request should be received by us within 14 days of the service unavailability.
- 9.2.2. Upon receipt of the written request, we will assess and calculate the rebate due to you. All applicable rebates will be provided in the form of a credit on your next monthly bill.
- 9.2.3. You are only eligible for a rebate if a ticket was logged directly relating to the fault experienced and the service is in contract with us.

- 9.2.4. The fee rebate corresponds to the accumulated service unavailability, as measured by our Monitoring System, in a given month and can only be claimed once.
- 9.2.5. A rebate does not apply in instances where
- 9.2.5.1. You failed to provide access to their premises to repair a service outage
  - 9.2.5.2. You failed to co-operate with our technical staff in undertaking basic diagnostic tasks required to rectify the fault
  - 9.2.5.3. The service unavailability is the direct result of a Planned Service Outage (See Section 7.2)
  - 9.2.5.4. The service unavailability is the direct result of events beyond our control
  - 9.2.5.5. You have modified or changed any aspect of the original installation without our consent
  - 9.2.5.5. You failed to notify us of a fault with the service.

## 10. Service Installation Lead Times

Description	Item
ADSL	20-25 Business Days
NBN - (TC-4 - Residential Grade)	25-30 Business Days (depending on NBN NTD's being installed onsite)
NBN Biz - (TC 2) / EoNBN	40 Business Days
NBN Enhance (TC-4 with 4G Failover)	10 Business Days with provision of Brennan Voice and Data SIM service
3G/4G - Fixed Mobile Broadband	10 Business Days
Ethernet over Copper - On Net	30-40 Business Days
Ethernet over Copper - Off Net	40 Business Days
Fixed Wireless	25-30 Business Days
Ethernet over Fibre - On Net	40 Business Days
Ethernet over Fibre - Off Net (Complex Build involved)	80 Business Days
Dark Fibre - On Net	40 Business Days

Dark Fibre – Off Net (Complex Build involved)	80 Business Days
Co Lo Rack Space (excludes Cross connects)	10 Business Days
Co Lo BPIP	10 Business Days
Co Lo Internet	10 Business Days
Virtual Ethernet	5 Business Days
Virtual Firewall Internet	5 Business Days
Virtual DMZ	5 Business Days
Domain Hosting (Nameserver / zone files setup only)	5 Business Days
Domain Registration / Transfer and Hosting	7 Business Days
IP Address	5 Business Days
PSTN Lines (New Install to the MDF and not including patching to the socket)	10-15 Business Days
SIP Trunk Setup only (dependent on Brennan WAN Link being active) and New Numbers assigned	5 Business Days
SIP Lines including Porting of Numbers (dependent on Brennan WAN Link being active)	40 Business Days
Hosted PBX – Handset and Licenses only (dependent on Brennan WAN Link being active and New Numbers being assigned) No Porting included	20 Business Days

Conversion between Internet and BPIP services 5 Business Days

Compatible Router Changes and Policy Configurations 5 Business Days

Managed Network Devices Setup - Existing Hardware - No Network Discovery required 7 Business Days

Managed Network Devices Setup - New Brennan Procured Hardware 20 Business Days

IPSec / Secure Site with CPE 20 Business Days

IPSec / Secure Site without CPE 10 Business Days

Managed Wi-Fi Network Service  
Configuration - 10 Business Days from Hardware receipt  
Management - 7 Business Days from site installation and controller connectivity

- 
- 10.1. Actual service delivery timeframes may be longer depending on the nature of the work to be completed.
- 10.2. A more precise estimate of the actual service delivery time will be provided once an order has been received and assessed. This may not be available until any third party has performed their own assessment.
- 10.3. If a more precise estimate of service delivery time is required, a survey can be requested (charges may apply).
- 10.4. All service delivery times are approximate.
- 10.5. 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

- 11.1. We 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.

11.2. While we cannot be liable for the acts or omissions of third parties, we will proactively communicate with you through the provisioning process and manage the installation so as to minimise any service provisioning delays.

11.3. Service provisioning milestones:

11.3.1. Orders are acknowledged within one (1) business day of being received

11.3.2. Confirmation of available infrastructure from Carrier, notification will be provided if service is unavailable

11.3.3. You will be contacted to advise date of service installation

11.3.4. We will arrange the appointment for the service installation

11.3.5. We will contact you to confirm activation of the service

11.3.6. Billing of the service will commence from date of Service Activation

11.4. Service delivery is conditional on access to third party suppliers, access to your premises and the installations being completed by us or an approved representative.

## 12. Rebates Due to Service Installation Delays

12.1. Where we do not activate the service within the Service Installation Lead Time and it is our fault, a rebate will be provided. Service installation rebates apply to new services and service relocations only.

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

12.3. Rebates will not be applicable for service installation delays that were requested or caused by you, 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 10 Days	10%*	All Brennan Voice and Data Services
From 11 to 20 Days	20%*	All Brennan Voice and Data Services

More than 20 Days

25%\*

All Brennan Voice and  
Data Services

\* Rebate excludes NBN services

### 13. The Brennan Voice and Data Network

#### 13.1. Network Bandwidth Availability

We maintain a strict policy of active capacity management on our 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 Network Devices

- 13.2.1. We maintain ownership of, monitor and manage routers supplied by us as part of a Data Networking or Business Internet service.
- 13.2.2. Our router management includes the initial configuration and subsequent additions, modifications and changes to the configuration as deemed necessary by us or as required by you.
- 13.2.3. In addition, and subject to prior approval by us, we will also manage compatible routers supplied by you.
- 13.2.4. It is an express condition of this SLA that the entire SLA will only apply to services where we have 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 our router management, we maintain a router "Hot Swap" policy to minimise service disruption resulting from a faulty router.

The features of this policy are:

- 13.3.1. This policy applies if you are within the initial term of your agreement with us, or a subsequent term. If your agreement term has expired and you are now on a month by month arrangement this policy doesn't apply.
- 13.3.2. 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.
- 13.3.3. Only routers supplied and managed by us are covered by this policy.
- 13.3.4. We will configure and courier, at no cost to you, a like model replacement router (the same as the model originally provided to you, or if not available, one with similar functionality necessary to provide the same service) to You provided that the faulty router is simultaneously returned to us.

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

#### 13.4. Brennan Voice and Data Redundant (Failover) Services

We recommend that all data services deemed critical to your business should have redundant services provisioned.

#### 14. Service Level Agreement Terms and Conditions

14.1. The SLA terms and conditions set out in this document are incorporated into and form part of our Product Terms.

14.2. All terms have meanings as per the Interpretations section in our Standard Form of Agreement.

14.3. We will use reasonable endeavours to meet the Service Levels for the Service.

14.4. If we fail 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.

14.5. Notwithstanding any other provision of the Service Level Agreement, you will not be entitled to a rebate where our failure to achieve the relevant Service Level is caused directly or indirectly by:

14.5.1. any act or omission by you or any third party;

14.5.2. planned service outages;

14.5.3. unscheduled maintenance in cases of emergency service interruption; or components of the Service provided using facilities outside the direct control of us; a Force Majeure event such as natural disasters and power failures.

14.6. You agree that to the extent permitted by law, any rebate payable by us to you pursuant to this clause, will be the sole remedy available to you in respect of the event giving rise to the rebate entitlement.

14.7. Your 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 our Standard Form of Agreement of this Service Level Agreement.