

# ENCOO CONNECTIVITY SERVICE LEVEL AGREEMENT



DATA

SERVICE CRITERIA	MEASUREMENT AND FREQUENCY OF MEASUREMENT	TARGET SERVICE LEVEL
Availability	$SA = \text{Uptime} / (\text{Total Time} - \text{Excused Downtime}) \times 100$ Where: <b>Uptime means:</b> The time (measured in minutes) in any month during which the Service is able to be used by the Customer as intended. <b>Total time means:</b> the time (measured in minutes) in any month. <b>Excused Downtime means:</b> the time (measured in minutes) in any month during which the Service is not available due to any of the following: a. Force Majeure b. Failure of Customer equipment c. Any Act or omission of the Customer or End User d. Planned maintenance e. Permitted suspension by Encoo of the Service	99.90%

## SERVICE LEVELS

Encoo shall provide services in accordance with the following Service Levels:

## EFM COPPER & FIBRE CONNECTION

SERVICE FAULT LOCATION	TARGET REPAIR TIME (CRITICAL)	TARGET REPAIR TIME (MAJOR/MINOR)	HOURS OF COVERAGE
Telstra Metro	4 hours	Second Business Day	8 am to 9 pm Monday to Friday
Telstra Regional	Next Business Day	Second Business Day	8 am to 9 pm Monday to Friday
Other Networks Metro	8 hours (Fibre) 12 hours (Copper)	Fourth Business Day	8 am to 9 pm Monday to Friday
Other Networks Regional	Next Business Day	Fourth Business Day	8 am to 9 pm Monday to Friday

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## REBATES FOR SERVICE LEVEL FAILURE

SERVICE AVAILABILITY TARGET FAILURE	PERCENTAGE OF MONTHLY SERVICE CHARGE CREDITED
1-4 hours per calendar month	NIL
4 hours to less than 20 hours per calendar month	10%
20 hours or more per calendar month	20%

Business Days are weekdays, excluding National Public and gazetted Holidays.

### GENUINE PRE-ESTIMATE

The Customer acknowledges and agrees that the Service Rebate represents a genuine and reasonable pre-estimate of the Customer's loss arising from Encoo's failure to provide the Services in accordance with the Service Levels.

### EXCLUSIONS

**Service Activation delay does not include any delays caused by:**

- Encoo not having access to the End User premises and where applicable not being made aware of site entry or site induction requirements.
- Planned Network outages and work embargoes.
- Acts, omissions and delays by a Channel Partner or an End User including provision of lead-in and/or suitable building cabling and required equipment, network, software or infrastructure.
- Performance of End User requirements including equipment, network, software or infrastructure.
- Acts of God and any other situations beyond the reasonable control of Encoo
- Delays due to a Upstream Mass Service Disruptions.

**Service Assurance obligations do not extend to faults caused as a result of:**

- Any fault in equipment, software or any network not forming part of the service or the Encoo Equipment.
- Damage from any external cause that may prevent the service or the Encoo Equipment working.
- Acts or omissions of Channel Partner or an End User.
- Performance of End User requirements including equipment, network, software or infrastructure.
- Third party equipment and network that is not installed by Encoo.
- The removal of Encoo Equipment.

**Network Unavailability does not include any unavailability resulting from:**

- Planned Network outages.
- Acts or omissions an customer.
- Acts of God and any other situations beyond the reasonable control of Encoo.
- Faults in the customer equipment or software.
- Damage due to external causes, e.g. Vandalism, theft, etc.

Fault Restoration Targets do not include:

- Delays caused by Encoo not having access to the End User premises and, where applicable, not being made aware of site entry and site induction requirements.
- The time taken to restore a PSTN service for ADSL services delivered on shared PSTN lines. Restoration is subject to the PSTN copper access network being of suitable quality for the service.
- Delays due to Telstra Mass Service Disruptions.

**Service Assurance obligations do not extend to faults caused as a result of:**

Encoo may, but is not obliged to provide the customer with on site technical support. This is a charged service with separate terms and conditions. Encoo may access customer content and other parts of the service as necessary to identify and resolve technical problems or to respond to service complaints.

### VARIATIONS

Encoo reserves the right to amend the terms of this agreement at any time upon twenty (20) days' notice via e-mail.

### SOLE REMEDY

Encoo's obligation to extend Service Rebates shall be the full extent of Encoo's liability and the Customer's sole and exclusive remedy in respect of any failure by Encoo to meet the Service Levels.

### DEFINITIONS

**Business Days** are weekdays, excluding National Public and gazetted holidays in Melbourne Australia.

**Business Hours** are 8:00am to 6:00pm Business Days.

**By a mutual agreement** means Encoo to analyse the fault and advise our analysis and a proposed restoration time to be agreed with the Channel Partner/End Customer.

**Documentation** means the Service Schedules and Product Descriptions that describe the Connectivity Service

**End User** means a party that has purchased the Connectivity Service for their own use.

**Fault** means a failure in the normal operation of the Services.

**Fault Response Time** means the period of time between a failure in the normal operation of a Service being reported to the EICT Support by the Channel Partner/End User and a response from EICT acknowledging the report.

**Fault Restoration Time** means the period of time between EICT determining that a failure in the normal operation of a Service and repair of the Fault.

**Incorrect Callout** means a callout associated with a fault, reported by the Channel Partner/End User, that is found to be in software, network, facilities, or equipment owned or maintained by any organisation other than EICT.

**Major problem** means a service problem that seriously affects the End User operation, maintenance, and administration, etc. and requires immediate attention, eg. Reduction of data carrying capacity, repeated short outages or significant increase in occurrence of Support Requests

**Minor problem** means a service problem that the Channel Partner/End User does not view as critical or major. Minor problems are those that do not significantly affect the End User service.

**Planned Downtime** is the periodic pre-announced occurrence when a service will be taken out of operation for maintenance or upgrade.

**Support Period** means a period in which Encoo provides response to Support Requests and initiates action to achieve service restoration target in accordance with this SLA.

**Support Request** means a call from the Channel Partner/End User after they have been unable to restore the End User service with the level 1 support

**Time interval** is one calendar year beginning and ending on first of January at 00:00 Australian Eastern Standard Time.

**Year** refers to a calendar year beginning and ending on first of January at 00:00 Australian Eastern Standard Time.

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