

# SERVICE LEVEL AGREEMENT

ECN Pty Ltd

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## Background

ECN is committed to the design, construction, operation and service of a quality network on which Australian businesses can depend

This document describes the ECN service level commitment to our corporate clients

## 1. Definitions and Interpretations

### 1.1. In this document:

**End Customer** is the business customer using the ECN service

**Technical Support** is the support provided by ECN to the End Customer in reaction to a fault being logged by the End Customer to ECN via telephone

**Level 2 Support** is the support provided by ECN to the End Customer in the event that ECN has determined that the nature of the support is that of an ECN related issue.

**Service Levels** means the service levels as specified in this Service Level Agreement and as updated by ECN from time to time

**Eligible Date** is the last day of the calendar month for which a rebate is being requested

**Service Level Document** means this document published (and any updates published from time to time by ECN) which describes the Service Levels for the relevant ECN provided services and the applicable rebates (if any).

## 2. Fault Reporting

### 2.1. Technical Support Coverage

2.1.1. Faults may be reported to ECN 24/7 via our ECN portal, or by phone during the Coverage Window as tabled in this document.

2.1.2. “Coverage Window” refers to the ECN hours of operation for service response and restoration activity.

Standard Coverage Window	
Monday to Friday	8AM to 6PM (Brisbane GMT+10)
Saturday	9AM to 4PM (Brisbane GMT+10)

### 2.2. ECN Fault Report Response

2.2.1. ECN will receive fault reports by phone from the end customer and log faults as detailed in the “fault communications” section of this SLA.

2.2.2. Response to fault reporting is within the applicable coverage window, and is in accordance with sections “responses and restoration targets” and “coverage window” of this SLA.

2.3. **Fees**

2.3.1. Fees may be charged for effort expended in response to false faults received for support calls when the nature of the issue does not pertain to an ECN network fault.

### 3. Response and Restoration Targets

3.1. **Response Time**

3.1.1. “Response Time” is the time from when ECN receives a Fault Ticket or Call from the End Customer to the time that we provide a status advice to the End Customer with an indication of the nature of the fault and estimated time to restore service.

3.1.2. “Restoration Time” is the time taken from when ECN receives a ticket logged via the portal or a fault call from the End Customer to the time the service is restored.

#### Voice - myCloudPBX, Business SIP, CTS

	myCloudPBX	Business SIP	CTS
<b>Fault Restoration hours</b>	7am - 9pm Monday to Sunday Fault logging 24x7	7am - 9pm Monday to Sunday Fault logging 24x7	7am - 9pm Monday to Sunday Fault logging 24x7
<b>Service Outage - Response time</b>	2 hours	2 hours	2 hours
<b>Restoration Targets</b>			
	4 hours	4 hours	4 hours

#### Data - Ethernet

	Business	Premium	CME
<b>Fault Restoration hours</b>	8am - 5pm Monday to Friday	7am - 9pm Monday to Sunday Fault logging 24x7	7am - 9pm Monday to Sunday Fault logging 24x7
<b>Service Outage - Response time</b>	4 hours	2 hours	2 hours
<b>Restoration Targets</b>			
<b>Metro</b>	4pm next business day	12 hours	12 hours

<b>Regional</b>	4pm second business day	Add to metro time, 1 clear business day within restoration hours
<b>Remote</b>	1pm third business day	Add to metro time, 2 clear business days within restoration hours

### Data - Enhanced NBN

	<b>Standard</b>	<b>Enhanced 12</b>	<b>Enhanced 8</b>
<b>Fault Restoration hours</b>	8am - 5pm Monday to Friday	7am - 9pm Monday to Sunday Fault logging 24x7	7am - 9pm Monday to Sunday Fault logging 24x7
<b>Service Outage - Response time</b>	4 hours	3 hours	2 hours
<b>Restoration Targets</b>			
<b>Metro</b>	4pm next business day	12 hours	8 hours
<b>Regional</b>	1pm second business day	Add to metro time, 1 clear business day within restoration hours	
<b>Remote</b>	1pm third business day	Add to metro time, 2 clear business days within restoration hours	

### Data - Business Broadband

	<b>Standard</b>	<b>Plus</b>
<b>Fault Restoration hours</b>	8am - 5pm Mon to Friday	7am - 9pm Monday to Sunday Fault logging 24x7
<b>Service Outage - Response time</b>	8 hours	2 hours
<b>Restoration Targets</b>		
<b>Metro</b>	Best effort	Best effort
<b>Regional</b>	Best effort	Best effort
<b>Remote</b>	Best effort	Best effort

### Cloud - Webnow

	<b>Email</b>	<b>Web Hosting</b>
<b>Fault Restoration hours</b>	8am - 5pm Monday to Friday	8am - 5pm Monday to Friday

<b>Service Outage - Response time</b>	4 hours	4 hours
<b>Restoration Targets</b>		
	8 hours	8 hours

#### 4. Fault Communications

In the event of a fault report, ECN will communicate with the End Customer as follows:

- 4.1.1. Receive Fault: by phone call from the End Customer;
- 4.1.2. Response: as per Response Time above within a target time of 2 hours or as specified. At this time ECN will nominate to the End Customer the nature of the issue and if the fault pertains to an ECN related problem, will raise the fault to a Level 2 Fault.
- 4.1.3. Progress Advice: ECN will contact the ECN Customer as appropriate within the coverage window with a progress report on the Level 2 Fault. ECN may require the customer to provide a suitable email address for progress correspondence. Progress advice will only be forwarded at the discretion of ECN.
- 4.1.4. Close Off: If requested by the client, ECN will contact the End Customer upon restoring service to the End Customer and confirm that the service is operating satisfactorily. Close Off notification will not be provided in the event of mass service disruption (such as any event that results in impacting many customers).

#### 5. Target Availability

##### 5.1. Target Availability

“Target Availability” is defined as the percentage of time ECN is aiming for each service service type for a period of one year. Target availability is not used for the purpose of determining any service level agreement rebates.

##### Voice

Targeted Service Availability	
myCloudPBX	99.95%
Business SIP	99.95%
CTS	99.95%

##### Data

Targeted Service Availability	
Co-location	99.90%

<b>Corporate, Ethernet Services</b>	99.90%
<b>Enhanced NBN</b>	99.50%
<b>Business Broadband</b>	99.00%

## Cloud

<b>Targeted Service Availability</b>	
<b>WebNow</b>	99.90%

## 6. Maintenance Outages

### 6.1. Planned Service Outages

ECN will use best efforts to provide 10 working days notification of any scheduled or planned service outage (“Planned Service Outages”) to affected Clients. Where practicable planned service outages will occur between 11pm and 6am local time.

## 7. Service Performance

### 7.1. Voice

Service Performance is defined as the availability of the ECN’s voice platform including myCloudPBX, Business SIP and associated APIs to register a SIP endpoint and make/receive calls.

### 7.2. Data

Service Performance” is defined as average ping times between ECN infrastructure. The measure of an average is taken to by sending 10 packets one way from the ECN edge to edge during standard business hours.

<b>Metric – Target Latency (one-way) – ECN Edge to ECN Edge in milliseconds</b>				
	<b>Brisbane</b>	<b>Sydney</b>	<b>Melbourne</b>	<b>Perth</b>
<b>Brisbane</b>	-	8	14	36
<b>Sydney</b>	8	-	7	41
<b>Melbourne</b>	14	7	-	46
<b>Perth</b>	36	41	46	-

### 7.3. Cloud

Service Performance” is defined as the availability of software as a service and website/email (WebNow) services provided by ECN to the Internet.



## 8. Fee Rebates due to Service Unavailability

- 8.1.1. Where a fault is attributed to the ECN network and the service of the End Customer is unavailable for use within the coverage window for more than the availability time stipulated, then ECN will provide a service fee rebate to the End Customer.
- 8.1.2. Refer to section [9.1.2](#) for a list of events excluded for the purpose of calculating the aggregate time the service was unavailable.

## Voice

Credit of Monthly Fee (as percentage)				
Credit (as percentage)	0%	10%	15%	20%
Aggregate Time Service Unavailable	< 2 Hours	2 - 4 Hours	4 - 8 Hours	8 Hours +

## Data

Credit of Monthly Fee (as percentage) Corporate, Ethernet Services, Co-location				
Credit (as percentage)	0%	10%	15%	20%
Aggregate Time Service Unavailable	< 4 Hour	4 - 8 Hours	8 - 12 Hours	12 Hours +

## Cloud

Credit of Monthly Fee (as percentage)				
Credit (as percentage)	0%	10%	15%	20%
Aggregate Time Service Unavailable	< 4 Hour	4 - 8 Hours	8 - 12 Hours	12 Hours +

- 8.1.3. Rebates will be available for the specific services affected and do not cover non-affected member services in a customer multisite network.
- 8.1.4. The aggregate time the service is unavailable commences upon the logging of an ECN support ticket acknowledged by a support ticket number (eg. ECN-XXXXXX)
- 8.1.5. Rebates are not available on standard Business Broadband services unless expressly provided by ECN Pty Ltd.
- 8.1.6. To request a fee rebate the End Customer must submit a request to ECN within fourteen (14) days from the eligible date. The request from the End Customer must communicate to the Customer Service Manager via email ([service@ecn.net.au](mailto:service@ecn.net.au)) and include:
- 1) ECN support ticket number (eg. ECN-XXXXXX)
  - 2) Brief description outlining request for rebate
  - 2) Calculation showing the aggregate time the service was unavailable as as described above

The fee rebate corresponds to the accumulated service unavailability for a given month and can only be claimed once a month.

## 9. Service Level Document Terms & Conditions

The terms and conditions set out below are incorporated into and form part of the ECN agreement with the End Customer.

- 9.1.1. ECN will use reasonable endeavours to meet the Service Levels for the Voice, Data and Cloud services provided by ECN. If ECN fails to achieve the relevant Service Levels in any period set out in the Service Level Agreement, the End Customer will be entitled to a rebate of the Fees, calculated by reference to the percentage rate rebates specified in the Service Level Agreement.
- 9.1.2. Notwithstanding any other provision of the Agreement, the End Customer will not be entitled to a rebate where ECN's failure to achieve the relevant Service Levels is caused directly or indirectly by:
- Any act or omission by the End Customer or any third party;
  - Scheduled maintenance;
  - Failure of the (optionally supplied) customer premises equipment;
  - Unscheduled maintenance in cases of emergency;
  - Third party communication link failure affecting network transmission; or
  - Components of the service provided using facilities outside the direct control of ECN.

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