

9.1.1. 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 AEST.

10. SERVICE PERFORMANCE

10.1. Voice

10.1.1. “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.

10.2. Data

10.2.1. “Service Performance” is defined as average ping times between ECN infrastructure. The measure of an average is taken to be by sending 10 packets one way from an ECN primary router to another ECN primary router during standard business hours.

Metric – Target Latency (one-way) in milliseconds				
	Brisbane	Sydney	Melbourne	Perth
Brisbane	-	12	18	44
Sydney	12	-	9	45
Melbourne	18	9	-	48
Perth	44	45	48	-

10.3. Cloud

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

11. FEE REBATES DUE TO SERVICE UNAVAILABILITY

11.1.1. 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 aggregate time stipulated, then ECN will provide a service fee rebate to the End Customer.

11.1.2. 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 of Monthly Rental Fee	0% (excludes call charges and auxiliary rental charges eg. hardware rental)	10% (excludes call charges and auxiliary rental charges eg. hardware rental)	15% (excludes call charges and auxiliary rental charges eg. hardware rental)	20% (excludes call charges and auxiliary rental charges eg. hardware rental)
Aggregate Time Service Unavailable	< 2 Hours	2 - 4 Hours	4 - 8 Hours	8 Hours +

DATA

Credit of Monthly Fee (as percentage) <i>Corporate, Ethernet Services, Co-location</i>				
Credit (as percentage)	0% (excludes auxiliary rental charges eg. hardware rental)	10% (excludes auxiliary rental charges eg. hardware rental)	15% (excludes auxiliary rental charges eg. hardware rental)	20% (excludes auxiliary rental charges eg. hardware rental)
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 +

11.1.3. For the purpose of clarification service unavailability due to a third party network fault is not included in the calculation of service unavailability. Any rebate provided due to a third party network fault will be at the discretion of ECN.

11.1.4. Rebates will be available for the specific services affected and do not cover non-affected services.

11.1.5. The aggregate time the service is unavailable commences upon the logging of an ECN support ticket and subsequent acknowledged by a support engineer.

11.1.6. Rebates are not available on standard Business Broadband services unless expressly provided by ECN Pty Ltd.

11.1.7. 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) and include:

- ECN support ticket number (eg. ECN-XXXXX)
- Brief description outlining request for rebate

- Calculation showing the aggregate time the service was unavailable as described above
- The fee rebate corresponds to the accumulated service unavailability for a given month and can only be claimed once a month.

12. SERVICE LEVEL DOCUMENT TERMS & CONDITIONS

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

12.1.1.1. 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.

12.1.1.2. 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
- 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.