



# **Service Level Agreement (SLA)**

For Broadband and Network Services

04.2019

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## Service Assurance

Support Hours are 24 hours a day, 7 days a week.

### Fault Response Time

Severity	Target Fault Response Time
Critical	1 hr
Major	2 hrs
Minor	4 hrs
Other Service Types	2 hrs

### Fault Restoration Time<sup>1</sup>

Severity	CBD / Metropolitan	Regional
Critical	End of 2 Business Days	End of 3 Business Days
Major	End of 4 Business Days	End of 6 Business Days
Minor	Best effort	Best effort

### Core Network Availability

Core Network Availability Target	Calculation
99.95%	$\text{Core Network Availability (month } n) = \frac{A - (B - C)}{A} \times 100$ <p>A = Total minutes in calendar year                      B = Total Outage Minutes over previous 12 months                      C = Planned Outage Minutes over previous 12 months</p>

### Speed Performance Guarantee

Speed Performance Guarantee Target	Calculation
Spirit targets a minimum demonstrated performance of 90% of the applicable speed profile for the service. This target applies to the rated download and upload speeds.	On request, Spirit will measure plan speed averaged over the previous calendar month. In any instance where the service performance falls below the Performance Guarantee Target as measured by Spirit, Spirit support shall treat this as a fault and investigate.

### Monthly Service Charge Rebates

Rebates apply to your next monthly bill and are not available for the first 12 months of a contract.

Service Unavailability (within a single calendar month)	Rebate (Only Recurring Monthly Charges)
Between 6 and 24 hours	5%
More than 24 hours but less than 48 hours	10%
More than 48 hours	20%

<sup>1</sup> Subject to Spirit having access to the End User premises and radio infrastructure.

## Incorrect Callout Fee

Incorrect callout fee is set out in the table below:

Time of Callout	Callout Fee (Ex-GST)
During Business Hours	\$100 initial fee plus \$25 per 15 min per person including travelling time
Outside Business Hours	\$220 initial fee plus \$55 per 15 min per person including travelling time

## Service Activation

Service	Activation Target
Spirit Air and Spirit Sky Wireless	25 Business Days <sup>2</sup>
IP Voice Services (Subject to bandwidth type & install)	Minimum 25 Business days
IP Transit (Hosting)	Minimum 25 Business days
Regional Fibre/Wireless	60 business days <sup>3</sup>
Optic Fibre Ethernet (Premises in-place)	40 business days
Optic Fibre Ethernet (Custom Build to premises)	90 Business Days <sup>4</sup>
NBN Business Grade Ethernet	Lead times will be advised

## Additional Installation Fees

Additional Installation fees are charged on a fee for service basis, as set out in the table below.

Time of installation	Additional Installation Fees (Ex-GST)
During Business Hours	\$100 initial fee plus \$25 per 15 min per person including travelling time
Outside Business Hours	\$220 initial fee plus \$55 per 15 min per person including travelling time

## Service Assurance & Service Delivery Escalations

Service Assurance Escalation		Who to Contact	Contact Details
Level 1	All Service Assurance enquiries	Spirit Customer Care - First point of contact for all support and escalations	All escalation requests are to be made via Spirit Network Operations on:  1300 007 001 or support@spirit.com.au
Level 2	Service Assurance jobs that have missed SLA, and complaints	NOC Manager TechEscalations@spirit.com.au	
Level 3	Major escalations and complaints	Chief Technology Officer CTO@spirit.com.au	

## Definitions

<sup>2</sup> Subject to a site review

<sup>3</sup> Unless otherwise advised

<sup>4</sup> Subject to a site review, unless otherwise advised

**Activation Target** refers to the target timeframe for Service Activation, calculated from when a successful pre-qualification of the End User location is received or from when a Sales Order Form is processed by Spirit, whichever is later.

**Additional Installation Fees** refers to a fee which applies each additional time Spirit Field Operations staff visits an End User following the initial visit, due to any fault caused by the End User.

**Business Day** refers to 8:30 AM to 5:30 PM AEST/AEDT weekdays excluding public holidays.

**Central Business District (CBD)** refers to the centre of any major city where Spirit has coverage, such as Melbourne.

**Core Network Availability** refers to our core carrier grade availability.

**Critical Severity** refers to a service problem in the Spirit network that that severely affects the End User service and requires immediate corrective action. For example, complete loss of service connectivity, or degraded link speed by more than 80% of plan speed.

**Customer Premises Equipment (CPE)** refers to any of the following:

- Outdoor Radio Unit mounted on a secured mast;
- Spirit installed cabling between the Radio Unit to your Communications Room/Rack;
- Powered Ethernet Network Termination Unit;
- Termination Router
- Spirit supplied & installed networkswitches
- Spirit supplied & installed IPHandsets
- Spirit supplied and installed IPGateways

**Demarcation Point** refers to the point up to which Spirit is responsible for the service. Typically, this would be the CPE interface or Ethernet.

**End User** refers to the business customer to whom Spirit on-sells a Spirit service.

**Fault** refers to a failure in the normal operation of the Services.

**Fault Response Time** refers to the period of time between a failure in the normal operation of a Service being reported to the Spirit Contact Number by the End user and a response from Spirit acknowledging the report.

**Fault Restoration Time** refers to the period of time between Spirit determining that a reported failure in the normal operation of Service is a Fault and repair of the Fault by Spirit.

**Incorrect Callout Fee** refers to a callout associated with a fault, reported by the End user that is found to be in a network or equipment owned or maintained by any organisation other than Spirit.

**Major Severity** refers to a service problem that seriously affects the End User operation, maintenance, and administration, etc. and requires immediate attention. For example, reduction of plan speed by more than 10% from plan speed, repeated short outages or significant increase in occurrence of Support Requests.

**Metropolitan** refers to services within 15 Kms from the CBD.

**Minor Severity** refers to a service problem that impairs the use if the full use of service but where the service is still operational.

**Performance Guarantee** refers to our promise of minimum bandwidth performance.

**Planned Outage** refers to the periodic pre-announced occurrence when a network element will be taken out of service for maintenance or upgrade.

**Regional** refers to services more than 15 Kms outside the CBD.

**Service** refers to the product or service Spirit is supplying.

**Service Activation** refers to the service is active up to the Demarcation Point.

**Service Unavailability** refers to an outage where the performance of the path is degraded to an extent that the service is effectively unavailable. A Service is considered unavailable if more than 60% of the packets transmitted on the path are lost during a period of 15 minutes.

**Total Outage Minutes** refers to the total time services were unavailable.

## Exclusions

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

- Planned Network outages
- Acts, omissions and delays by an End User including installation requirements beyond SLA activation period.
- Behaviour of End User equipment, facilities or applications
- Acts of God and any other situations beyond the reasonable control of Spirit

**Spirit's 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 Spirit Equipment; or
- Damage from any external cause that may prevent the service or the Spirit Equipment working.
- Acts or omissions of an End User.
- Third party equipment that is not installed by Spirit.
- The removal of Spirit Equipment

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

- Planned Network outages.
- Acts or omissions of an End User.
- Acts of God, and any other situations beyond the reasonable control of Spirit.
- Faults in the End User equipment or software.
- Damage due to external causes, e.g. vandalism, theft, loss of power, flooding, pests etc.

This SLA applies to individual connections and the network core services. This means the SLA is applied to each tail of a multipoint network and covers the network as a whole.

- Further, this means working tails on a multipoint network will not attract service activation or service unavailability rebates being applied to a tail that has not met the SLA.
- Spirit may, but is not obliged to, provide the End User with onsite technical support. This is a charged service with separate terms and conditions.
- Spirit may access End User content and other parts of the service as necessary to identify and resolve technical problems or to respond to service complaints.
- Residential grade ADSL and NBN services are not covered under the terms of this SLA.

## Liability of Spirit

This document is written for installations where the CPE is supplied and installed by Spirit. Spirit is not responsible for overall system performance, thermal characteristics and safety issues where the End- User uses third party equipment and/or the system integration has been completed by parties other than Spirit.

Spirit is not responsible for:

- The correct operation and functioning of the End User's intruder detection alarm systems associated directly or indirectly with the operation of Spirit services
- Delays and or outages due to circumstances outside Spirit's control, such as "Mass Service Disruption" including damages to exchange facilities (Telstra and NBN) by a third party
- Natural disasters or extreme weather conditions (e.g. bushfire, flood, cyclones) or where delays and outages are caused by wholesale carrier infrastructure shortfalls - including staffing and physical resources or impact of compliance with other circumstances beyond the control of Spirit such as laws and obligations imposed by the Commonwealth, State, Territory or Local Government.
- Software not distributed, approved or recognised by Spirit including software downloaded from the Internet. If an End User uses such software in connection with the Spirit service, Spirit will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.
- Any fault which is within the network of any interconnected other supplier. Spirit will notify the other supplier of the fault and request that the fault be repaired promptly but Spirit will not bear liability
- The correct operation and functioning of the telephone service associated with a Spirit service.