



SOUL Business Internet, Telephony and Private Network Service Level Agreement

BACKGROUND

- A. This is the Service Level Agreement referred to in the SOUL Business Terms and Conditions and relates to the SOUL Business Internet, Telephony and Private Network Services.
- B. SOUL is committed to providing a reliable, high quality network. To back up our commitment, we offer to you Service Levels and Credits.
- C. This Agreement sets out Service Levels for the Services and the Credits that will apply if SOUL does not deliver the Service in accordance with the Service Levels.

OPERATIVE PROVISIONS

1 Interpretation & Definitions

- 1.1 In this Service Level Agreement:

Class of Service (CoS) means the Class of Service for an Access Port nominated by the Customer in the Order Form for the Private Network Service.

CPE means the customer premises equipment at a Site, both software and hardware and whether or not supplied by SOUL.

Credit Claim Process means the process set out in clause 4.

Customer Trouble Ticket means a ticket on SOUL's trouble ticketing system which issues Customer Trouble Ticket numbers and by which the rectification of Faults are tracked.

Fault means a problem in the operation of the Service to a Site (excluding Planned Outages) that is not a problem caused by the CPE at that Site, and which we, acting reasonably, have determined to be a problem we have responsibility to rectify.

Fault Commencement Time means the time at which a Customer Trouble Ticket is opened, provided that SOUL has subsequently accepted that Customer Trouble Ticket.

Fault Duration means the period of time from the Fault Commencement Time to the Fault Restoration Time but, if a Site visit is required to restore a Fault, excludes any time during which access to the Site is delayed.

Fault Restoration Time means the time at which the status on a Customer Trouble Ticket is changed to "Resolved".

Fault Severity Table means the table set out in clause 3.2.

Meet-Me Access is when the Access Tail between a Site and a POP is not supplied by SOUL.

Point of Entry for a Site means:

- (a) For Meet-me Access, means the Access Port on the edge router in the POP through which access for that Site is obtained; and
- (b) Where SOUL supplies a SOUL Access Tail, means the point of demarcation between the SOUL Access Tail and the CPE at that Site.

POP means a point of presence on the SOUL Network to which customer may be connected to obtain Service.

Severity of a Fault is established on the basis of the Fault Severity Table.

Site means a location nominated in an Order Form from which you obtain connectivity to the SOUL Network, but does not include locations from which you dial into the SOUL Network.

- 1.2 In this Agreement, any capitalized words not otherwise defined in this document have the meaning set out in the SOUL Business Terms and Conditions or in the relevant Order Form.

- 1.3 Headings are for ease of reference only and do not affect interpretation.
- 1.4 A reference to a clause is a reference to a clause in this Service Level Agreement.
- 1.5 A reference to time is to Sydney, Australia time.

2 Service Levels

2.1 Service Availability

- (a) Service Availability at a Site means the ability for communications to occur between the Point of Entry for that Site and:
- (i) For an Internet Service, the Internet; or
 - (ii) For a Private Network Service, any one other Site in the same Private Network; or
 - (iii) For a telephony service, the public switched telephone network (PSTN).
- (b) There are three Grades of Service based on the Access Tail acquired:

Grade of Service	Associated Access Tail
99.9% Available	where the Access Tail is using X163,DDE, DDF,DDFM, DDX, ATM, Ethernet or Meet-me Access
99.75% Available	where the Access Tail is <i>Platinum SHDSL</i>
99.5% Available	where the Access Tail is <i>ADSL or SHDSL</i>

- (c) Subject to the Credit Claim Process, a Credit is given based on the total of the Fault Durations for Severity 1 and Severity 2 Faults at a Site (noting that Fault Duration is measured only by reference to the Customer Trouble Tickets) in a calendar month and the Grade of Service that has been affected in accordance with the following table:

Grade of Service	Credit of Fixed Recurring Charges payable for the Site which has the Fault(s) in the month of the Fault(s)			
	0%	5%	10%	15%
99.9% Available	Up to 40 minutes	Between 40 minutes and 4 hours	Between 4 hours and 8 hours	More than 8 hours
99.75% Available	Up to 2 hours	Between 2 hours and 8 hours	Between 8 hours and 12 hours	More than 12 hours
99.5% Available	Up to 4 hours	Between 4 hours and 12 hours	More than 12 hours	Not applicable

2.2 Network Latency

- (a) There are two measures of latency (which is measured in milliseconds):
- (i) Domestic Latency which means the monthly average of the times taken for packets to make the round trip between the POP to which a Site is connected and the POP in Sydney.
 - (ii) International Latency means the monthly average of the times taken for packets to make the round trip between the POP in Sydney and a layer 3 device located in California, USA.
- (b) Latency is calculated by using 5 minute polling intervals. Measurements during outages (whether Planned or Unplanned) are excluded.
- (c) Subject to the Credit Claim Process, a Credit is given in accordance with the following table:

Credit of Charges payable for the Site which is affected by the Latency in the month during which the Latency occurs				
	0%	5%	10%	15%
Domestic Latency:				
Internet	Under 150mS	150-350mS	Over 350mS	Not applicable
Standard CoS	Under 150mS	150-350mS	Over 350mS	Not applicable
Business CoS	Under 120mS	120-250mS	250-350mS	Over 350mS
Premium CoS	Under 100mS	100-200mS	200-300mS	Over 300mS
Voice CoS	Under 100mS	100-200mS	200-300mS	Over 300mS
International Latency:				
Internet	Under 250mS	250-450mS	Over 450mS	Not applicable

2.3 Packet Loss

- Packet Loss is measured as the monthly average of packets lost between the POP to which a Site is connected and the POP in Sydney.
- Packet Loss is calculated by using 5 minute polling intervals. Measurements during outages (whether Planned or Unplanned) are excluded.
- Subject to the Credit Claim Process, a Credit is given in accordance with the following table:

Credit of Charges payable for the Site which is affected by the Packet Loss in the month during which the Packet Loss occurs				
	0%	5%	10%	15%
Internet	Under 1.0%	Between 1.0 and 5.0%	Over 5.0%	Not applicable
Standard CoS	Under 1.0%	Between 1.0 and 5.0%	Over 5.0%	Not applicable
Business CoS	Under 0.9%	Between 0.9 and 3.0%	Between 3.0 and 5.0%	Over 5.0%
Premium CoS	Under 0.8%	Between 0.8 and 2.0%	Between 2.0 and 4.0%	Over 4.0%
Voice CoS	Under 0.8%	Between 0.8 and 2.0%	Between 2.0 and 4.0%	Over 4.0%

2.4 Jitter

- Jitter is measured as the monthly average of positive jitter (positive jitter indicates an increasing packet delay between two points); in either direction between any two POPs in the SOUL network to which you have Sites connected.
- Jitter is calculated from periodic (approximately each minute) active probes within the SOUL network, measuring the delay variation between 50ms spaced test packets. Measurements during outages (whether Planned or Unplanned) are excluded.
- Subject to the Credit Claim Process, a Credit is given in accordance with the following table:

Credit of Charges payable for the Site which is affected by the Jitter in the month during which the Jitter occurs				
	0%	5%	10%	15%
Voice CoS	Under 20mS	Between 20 and 40mS	Between 40 and 60mS	Over 60mS

3 Operational Targets

3.1 The Targets that the SOUL Customer Care Team aim to achieve are as follows:

- Response Time:* In respect of a Fault, the time taken for SOUL to issue you with a Customer Trouble Ticket number.
- Restore Time:* In respect of a Fault, the time taken between the acceptance of a Customer Trouble Ticket and when the status of that Customer Trouble Ticket is changed to "Resolved". The Customer Trouble Ticket is set to "Resolved" when the Service is restored to its normal operation or providing a temporary work-around that enables normal use of the Service.

3.2 *Fault Severity Table*

Severity Scale	Description	Target Response	Target Restore*
1	The delivery of Service to a Site is down or there is a critical impact on your business operation and no workaround is available.	15 minutes	4 hours
2	Operation of an existing Service to a Site is severely degraded, or significant aspects of your business operation are negatively impacted by inadequate performance of SOUL products.	1 hour	8 hours
3	Operational performance of the Service is impaired while most business operations remain functional.	4 hours	24 hours
4	You require information or assistance on SOUL product capabilities, installation or configuration. There is clearly little or no impact on your business operation.	24 Business Hours	

* An additional full Business Day is to be added to the Target Restore time if a) a Site visit is required in a regional Site or b) the Access Tail is ADSL.

4 Credit Claim Process

- 4.1 The maximum Credit that will be given in a calendar month is 25% of the amount billed to you for the Site which is the subject of the Claim.
- 4.2 A Credit will only be given where:
- You have lodged with SOUL a written claim ("Claim") for a Credit and provided SOUL with all evidence available to you to support such Claim including a SOUL Trouble Ticket number. Credit claims are not accepted where a SOUL Trouble Ticket has not been lodged;
 - You are current with your payments for all undisputed invoices rendered before the Claim;
 - Claims have been received by SOUL within 30 days of the end of the month to which the Claim relates; and
 - SOUL has acknowledged to you responsibility for the breach of the Service Level.
- 4.3 SOUL will make an acknowledgement to you within 30 days of your lodging a Claim and shall provide reasons to you if, for any reason, it denies liability for the Credit or breach of the Service Level. If you disagree with SOUL's denial of a Claim, you shall be entitled to exercise the dispute resolution procedures described in the Terms & Conditions.
- 4.4 Claims where SOUL has accepted responsibility will be applied to your billing during the month following SOUL's acknowledgment of responsibility for the breach of the Service Level.

The parties to this Service Level Agreement are SOUL Pattinson Telecommunications Pty Limited ABN: 79 001 726 192 and

Customer Name	ACN or ABN	
Signature	Name & Position (printed)	Date

Signatory warrants that (s)he has the authority to enter into this Agreement on Customer's behalf. Soul's acceptance of this Service Level Agreement is signified by its signing the Order Form.