



Schedule 3 - Swoop Service Level Agreement

Talking Business Co
1300 666 765
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This Schedule 3 replaces the Schedule 3 listed in the Talking Business Standard Terms and Conditions and has the following components:

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1. Introduction

This Service Level Agreement (SLA) covers all Internet Services provided by Talking Business to you using the Swoop Network.

Swoop is a wholesale provider of telecommunication services and equipment. Talking Business is a wholesale partner of Swoop and has been trained to market and support these services to its business customers.

This document is part of your agreement with us which comprises of the follow components:

- your Proposal which has been presented to you; and
- your Terms and Conditions; and
- the Acceptable Use Policy available online at our website; and
- your Service Level Agreement contained in this document;

Please read this Service Level Agreement carefully, and be sure that you understand them. Words with capital letters and in bold print (other than headings), for example **Proposal**, have the meaning set out in the Dictionary at the end of this Agreement.

2. Fault Management

We apply the following Fault Management process to all telecommunications Services

2.1. Fault Reporting

- 2.1.1. Customer will nominate, register, staff to make Fault Reports, known as Technical Point of Contact (TPOC*)

- 2.1.2. Only registered Technical Points of Contact may Report Faults to our Helpdesk by calling us
- 2.1.3. Before contacting us to log a fault ticket, TPOCs should take all necessary steps to establish that faults experienced using the Swoop provided services are not due to failures in Customer’s equipment or problems experienced within Customer’s own internal network. This includes the steps contained in any Recovery Guide provided by us
- 2.1.4. Customer must provide sufficient information to enable us to accurately identify the affected services.
- 2.1.5. We may request additional information as required to identify the affected services and assist the fault resolution process.
- 2.1.6. TPOCs will gather all information about the fault prior to contacting us and will provide a clear statement of the symptoms of the problem being reported.
- 2.1.7. Customer’s registered TPOCs will be responsible for communicating, in a timely manner, to relevant internal staff, the fault information updates provided by us.

2.2. Fault Management

- 2.2.1. We will respond to and resolve faults within the Agreed Coverage Period and in accordance with the restoration targets as specified in 2.8. Any fault rectification that requires on site attendance by us will only be carried out during the hours from 8am to 5pm Monday to Friday, excluding gazetted public holidays.
- 2.2.2. Day to day contact on all technical and operational issues will be between your nominated staff and our Helpdesk.
- 2.2.3. Your TPOCs and the staff on our Helpdesk will work to plan and co-ordinate update fault resolution status, and to access and deliver resources from their respective organisations.
- 2.2.4. You may report a fault 24 hours-per-day, 7 days a week however the response and restoration action will depend on the Agreed Coverage Period.
- 2.2.5. When You initiate a fault report to our Helpdesk, they will manage the issue through resolution.
- 2.2.6. We will provide the incident report within 5 working days of receiving the above request on a fault, which has exceeded the restoration time as per the service level agreement.
- 2.2.7. A summary report to a fault, which has been restored within the service time schedule agreed, is available to You by a request to us.

2.3. Fault Priority Classification

Each fault is to be initially classified by the severity of the fault. This classification may alter during the course of the fault resolution process. The following table details the fault priority assignment criteria based on the nature of the fault:

Severity	Fault Assignment Criteria
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.
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 the data services.
3	Operational performance of the Service is impaired while most business operations remain functional.
4	You require information or assistance on product capabilities, installation or configuration. There is clearly little or no impact on your business operation.

2.4. Target Time Definitions

Our Helpdesk staff will undertake resolution of the fault tickets within the Agreed Coverage Period. The following table provides a definition for response, repair and update times.

Term	Definition
Target Response Time	Time by which Swoop will acknowledgment a fault being logged by Customer. An acknowledgement will result in a fault ticket number being provided to Customer.
Target Restore Time	Time by which Customer will be able to use the service at the contracted level.
Update on Fault Ticket	Information provided to Customer on the progress of resolving a fault.
Close of Fault Ticket	Customer agrees that service is operating at the contracted level, and authorises closure of the fault ticket.

2.5. Fault Escalation Process

- 2.5.1. The aim of escalating a fault through management ranks is to ensure that adequate and appropriate technical resources are applied to the resolution of a fault.
- 2.5.2. A ticket may be escalated to the appropriate representative if the fault has not been remedied within the restoration times according to the Service Level Agreement Schedule (see [2.8 - Response and Restore Targets](#)).
- 2.5.3. Fault Escalation Times and Process

Faults may be escalated to the nominated Swoop management escalation representatives in the event that:

- 2.5.3.1. When a fault has not been corrected or remedied after the time intervals specified have been breached, or;
- 2.5.3.2. If Customer believes there has been a lack of appropriate responsiveness on behalf of Swoop considering:
 - inappropriate fault classification
 - failure to report and update as required
 - delayed fault response
 - inadequate resources assigned to remedy the fault; and
 - overall fault rectification process in the circumstances.

2.5.4. Escalations

The following contact list provides the escalation points for this service level agreement:

- 2.5.4.1. 1st Level Escalation
General Manager - Talking Business.
Mobile: 0408 270210
Email: brett@talkingbusiness.com.au
- 2.5.4.2. 2nd Level Escalation
Swoop Network Operations
Email: businesssupport@swoop.com.au
02 4336 2099 (24/7)
- 2.5.4.3. 3rd Level Escalation
Operations Director

Email: opsmgr@swoop.com.au
0406 621 298

2.5.5. Escalation Process

The escalation stages as set out in the following table are to be met.

Escalation Level	Point of Action	Position of Action
Level 1	At 75% of the Target Restore Time	[1 st Level]
Level 2	At 150% of the Target Restore Time	[2 nd Level]
Level 3	At 200% of the Target Restore Time	[3 rd Level]

2.6. Update on Fault Tickets

- 2.6.1. During the fault resolution process we will provide the Customer’s TPOCs with information updates by phone and email.
- 2.6.2. During a network outage affecting the End User’s Service, we reserve the right to provide information updates by means other than direct contact with your personnel by phone. These updates may be provided by any means, including:
 - E-mail, facsimile or SMS;
 - For faults with Severity 1 or Severity 2 Customer will be provided with updates at least every 60 minutes from the ticket being logged with our Helpdesk; and
 - The exception is in the case of a major change in the progress of a fault. These updates will be provided to You as soon as they become available.

2.7. Target Restore Times

- 2.7.1. The Target Restore Time for faults will vary depending on the severity of the fault as is specified in Section 2.3 - Fault Priority Classification.
- 2.7.2. All times are with reference to the time that we initially logged the fault and provided You with a Fault Reference Number.
- 2.7.3. Severity 4 faults, or minor faults, require no restoration. Target Response Time back to You in all cases is within 24 hours.

2.8. Response and Restore Targets

In all cases, Swoop will endeavour to meet the following targets within the Agreed Coverage Period

Severity	Target Response Time within	Target Restore Time within
1	15 minutes	4 hours
2	1 hour	8 hours
3	4 hours	24 hours
4	24 hours	Not Applicable ⁽¹⁾

⁽¹⁾For Severity 4 the information requested will be included in the Response therefore the Target Restore Time is not applicable

- 2.8.1. If You request Customer Support at your Premises, and we agree to provide it there:
- 2.8.2. We will make an appointment which it will try to keep, but will not be liable to You for any loss or damage that You suffer if Swoop does not keep the appointment; and
- 2.8.3. You must pay us for the service call in accordance with the Pricing Schedule.

- 2.8.4. We will not provide Support for:
 - 2.8.4.1. configuring of End User networking devices or local area networks for connection to our Network; or
 - 2.8.4.2. problems arising out of the operating system or other software installed on the End User's computer or computers, or difficulties You may encounter in browsing the internet; or
 - 2.8.4.3. private transmission equipment, data transmission or any other service provided by a carrier or a party other than by us.
- 2.8.5. If You report a fault, and we discover that You caused the fault, we may charge You the amount set out in the Pricing Schedule to cover our reasonable costs in finding the fault and fixing it, unless the fault was caused as a result of our instructions.
- 2.8.6. If You report a fault, and based on the information available, we reasonably considers that there is no fault or that we did not cause the fault and our staff tell You this; and You still ask us to visit the End User's Premises to provide You with customer support; and on attending at your Premises, we confirm either that there is no fault or that, if there is a fault, we did not cause it; we may charge You the amount set out in the Pricing Schedule to cover our reasonable costs in investigating the fault.

3. Service Level Credits

We are committed to providing reliable services. To back up our commitment, we offer Service Levels and Service Credits. Service Levels are measured on a monthly basis. For the purposes of a service level credit, the month commences from the date and time of the lodgement of a correctly lodged Fault Report. The Service Levels apply throughout the Service Term.

3.1. Service Level Measures

3.1.1. Network Availability

This refers to the availability of the Network which is defined as the communication occurring between your Customer Equipment and a central point of the Network.

Network availability is expressed in terms of the proportion of time (with the exception of Planned Outages) during which communication is possible.

If you believe that the Network is not available you must send a Fault Report through the appropriate channel. The Network is deemed not available when (a) the Fault Report is received by us or (b) when we give you notice acknowledging that the Network is not available. The Network will be deemed restored when the Network becomes available to you again.

3.1.2. Network Latency

This is defined as the monthly average of times taken for packets to make the round trip from your Access Service equipment and a central point of the Network.

Latency is calculated by using regular polling intervals (intervals will not exceed 5 minutes).

3.1.3. Packet Loss

This is defined as the difference between the number of packets received and the number of packets sent. It is measured as the monthly average of packets lost between your Access Service equipment in your Premises to a central point of the Network.

Packet Loss is calculated by using regular polling intervals (intervals will not exceed 5 minutes).

3.2. Service Level Credit Calculations

Service Levels are measured on a monthly basis. Subject to the claim process set out below, we will provide a credit for a failure to deliver a Service or Respond and Restore in accordance with a Service Level.

The credit per fault will be a percentage set out in the table below of the reoccurring monthly charges that are payable by you in the respect of the affected portion of the Services. For the purposes of a service level credit, the month commences from the date and time of the lodgement of a correctly lodged Fault Report.

3.2.1. Service Level Credit Table

	Credit as a percentage of Monthly Fee			
Credit Percentage	0%	5%	10%	15%
Network Availability	100-99.75%	99.74-99.50%	99.49-99.25%	Under 99.25%
Network Latency	Under 150ms	150-249ms	250-349ms	Over 350ms
Packet Loss	0-1%	1.1-5%	5.1-10%	Over 10.1%

- 3.2.1.1. In any one calendar month you are only entitled to a maximum credit of 25% of the invoices for the Service.
- 3.2.1.2. In the calculation of Packet Loss and Network Latency, measurements during a Planned or Unplanned Outage are excluded.
- 3.2.1.3. In respect of Planned Outages, we will use our best efforts to provide a 5 Business Day notification of any scheduled outage to the Service. The length of outages will be minimised and, where practicable, will occur in a window between 12 midnight and 5am (Sydney time).
- 3.2.1.4. Where an outage affects supply of Services only to you every effort will be made to schedule this outage to take place at a time you specify.

4. Dictionary

In this Agreement:

Acceptable Use Policy means our Acceptable Use Policy, as amended by us from time to time, which sets out rules and guidelines that you must comply with when you are using the Services.

Swoop means Cirrus Communications Pty Limited (ABN 87 109 931 731).

Talking Business means Taipan Group Pty Ltd trading as Talking Business Co (ABN 56 054 780 317).

Customer, you and your means the customer named on the proposal relating to these Terms and Conditions

Customer Equipment means:

For Wireless Access services:

- an Outdoor Unit mounted on mast; and
- cabling between the Outdoor Unit to your Communications Room; and
- a Power-over-Ethernet power supply; and
- a Control Router.

For copper related services

- a modem connected to phone lines in your Premises; and
- a Control Router; and
- cabling from the Control Router to your Network.

For fibre related services

- a terminal modem connected to fibre in your Premises; and
- a Control Router; and
- cabling from the Control Router to your Network.

Network means the IP telecommunications network operated by Swoop by means of which the Services are provided.

Technical Point of Contact (TPOC) means a **Customer** contact that has been trained and is registered with us to make Fault Reports.

Personal Information means information, or an opinion, from which the identity of an individual can be established which includes your personal **Credit Information** or credit rating.

Premises means the **Premises** that you have nominated on your Order Form.

Proposal is the document outlining what we have agreed to provide to you.

Service Level Agreement is the document that outlines the technical characteristics of the service.

Services means the services described in your proposal.

Supplier means a person who supplied the **Equipment to Swoop**.

Your Premises means the **Premises** at the address that you have nominated on your Order Form.

Website means the website maintained by **us** at <http://www.talkingbusiness.com.au>.

We, us and our means and refers to **Talking Business**.