



**Comcen Internet
Business DSL
Service Level Agreement (SLA)**

Comcen Service Level Agreement

1. Introduction

Comcen's Business xDSL offers highly reliable and cost effective connectivity for today's high-demand business customer.

Comcen understands that internet connectivity is essential to many businesses. In order to deliver high levels of connectivity reliability to customers, Comcen has developed a high-performance national network.

Comcen is dedicated to delivering quality service and support to its customers. We have gone to great lengths to ensure that our network is reliable to 99.9% availability.

Comcen customers receive personalised service via telephone or email and receive support as outlined in this agreement.

This document describes the service level commitment for the following services (together referred to as the "services").

Business ADSL Services

512K/128K
1536K/256K
2048K/384K
6144K/640K

Business SDSL Services

512K/512K

SHDSL Services

512K/512K
1024K/1024K
1536K/1536K
2048K/2048K

Wholesale Bandwidth via xDSL

256K
512K
1024K

1.1 Overview and Purpose of the Service Level Agreement (SLA)

The purpose of this SLA is to define the prime aspects of the Comcen service activation and service assurance processes, and the performance parameters of the offered services.

Please review this document thoroughly and feel free to contact Comcen if there is anything in this SLA that you would like to discuss. We would hope over time to expand on this level of service and respond to the client's more specialised needs.

There are two key elements of this SLA:

- Service activation (service provisioning)
- Service assurance (service availability)



2. Service Activation

2.1 Service Activation Lead Time

Service Activation Lead Time is the number of working days, from the date that Comcen acknowledges as complete a Service Application Form to delivery of an activated service. Service Activation Lead Time is subject to confirmation of service being available in the requested location. Service Activation only applies to correct and complete Service Activation Forms.

Service Type	Target Service Activation Lead Time	Applicable Services
New Service	17 working days	All Services
Service Relocation	17 working days	All Services
Speed Change*	3 working days	All Services
Router Configuration and Addressing Changes (NAT/PAT)	3 working days	All Services

* Services can not be changed from ADSL to SHDSL or vice versa as they are classified as new services as the technologies are different and not interchangeable without provision of a new xDSL line.

Service Activation highlights:

- Orders are acknowledged via email (where one is provided) within one working day.
- Customers are contacted to advise cutover date of DSL line.
- Appointment scheduled for physical line installation within three working days of cutover date.
- Customers are contacted to advise service completion within 17 working days of installation (as a maximum).

2.2 Fee Rebates Due To Service Activation Delays

Where the Service Activation Lead Time is more than 17 working days from the acknowledgement of the completed application form, the customer is entitled to a rebate on the installation cost.

Service Activation Delay	Rebate	Services
From 1 to 5 days	10%	All Services
From 6 to 10 days	25%	All Services
From 11 to 15 days	50%	All Services
More than 15 days	100%	All Services

Rebates will not be applicable for service activation delays that were:

- requested by the customer
- for orders with an agreed installation date that falls outside of the target
- acts or omissions of the customer
- acts of God, or any other situation beyond the control of Comcen
- behaviour of customer equipment, facilities or applications

2.2.1 The Service Activation commitment is subject to confirmation of Telstra line availability (local loop copper (ULL)).

2.2.2 Requests for rebate must be claimed within 14 days of Service Activation.



3. Service Assurance

3.1 Service Availability

Service Availability is guaranteed at 99.9%. Comcen will provide a service fee rebate to customers with unavailability of greater than 40 minutes in a given month.

“Service Availability” is defined as the percentage of time the service is available, via the primary connectivity medium, during the course of a month. The Service Availability is calculated in accordance with the following formula:

$$\text{Service Availability} = \frac{\text{Total minutes for the period minus Unavailable minutes}^*}{\text{Total minutes for the period}} \times 100$$

* Unavailable minutes is the total number of minutes that the service is unavailable due to issues with the Comcen network or our carrier’s except for programmed outages.

3.2 Fee Rebates Due To Service Unavailability

Service Activation Delay	Rebate	Services
More than 40 minutes, less than 4 hours	5% off the monthly service fee*	All Services
More than 4 hours and less than 6 hours	15% off the monthly service fee*	All Services
More than 6 hours	30% off the monthly service fee*	All Services

* The monthly service fee is defined as the base monthly fee of that particular plan minus any extra pre-purchased data or router rental or extras.

3.3 Planned Service Outages

Comcen will use best efforts to provide 5 working day notification of any scheduled or planned service outage (Planned Service Outages) to affected customers. Where practicable, Planned Service Outages for the xDSL service will occur between 2am and 6am, Tuesday and Thursday only, Eastern Time.

3.4 Service Restoration

Customers must be sure that their local network is without fault. If the customer believes that the problem is with the Comcen network and not a local problem, then they must lodge a fault with Comcen’s Technical support.

If the fault lies within the Comcen network or Comcen’s carriers’ network, then Comcen will inform the customer of the nature of the fault, take action and estimate resolution timeframe if and when possible.

Restoration assumes that Comcen or an approved representative can gain access to customer premises when requested.



3.5 Incorrect Callout Fee

If a technician is dispatched on site, and the fault is found with the network or equipment owned or maintained by any person other than Comcen, or where a configuration is changed without the consent of Comcen, which then causes the service to fail, an incorrect callout fee applies.

Incorrect callout fee is set as follows:

- \$60 initial fee plus \$20 per 15 min per person during normal business hours
- \$220 initial fee plus \$25 per 15 min per person outside of normal business hours including Public Holidays

4. Terms and Conditions

Service Levels means the services levels as specified in this Service Level Agreement and as updated by Comcen from time to time.

Service Level Agreement means this document published (and any updates published from time to time by Comcen) which describes the Service Levels for the relevant DSL Service and the applicable rebates (if any).

- a) Comcen will use reasonable endeavours to meet the Service Levels for the DSL Service. If Comcen fails to achieve the relevant Services Levels in any period set out in the Service Level Agreement, you will be entitled to a rebate to the Fees, calculated by reference to the percentage rebates specified in the Service Level Agreement.
- b) Notwithstanding any other provision of the Agreement, you will not be entitled to a rebate where Comcen's failure to achieve the relevant Service Levels, is caused directly or indirectly by:
- (i) any act or omission by you or any third party;
 - (ii) scheduled maintenance;
 - (iii) unscheduled maintenance in cases of emergency; or
 - (iv) components of the DSL Service provided using facilities outside the direct control of Comcen or our carrier.
- c) You agree that to the extent permitted by law, any rebate payable by Comcen to you pursuant to this clause, will be the sole remedy available to you in respect of the event giving rise to the rebate entitlement.

