

# Miracom Telecommunications Service Level Agreement

## ISDN Voice Service Voice and Data Service (“Micro” and “Small” Bundled Plans)

Miracom is committed to the design, implementation, and management of quality ISDN, voice and data services.

Miracom has an outstanding customer service record and we strive to maintain the highest level of customer satisfaction. Our Service Level Agreement outlines our commitment to deliver business- grade products, and superior service quality for ISDN, voice services and symmetrical data services.

### 1.1 Service Availability Targets

Service Availability Targets for all services is defined below:

Service Target*	Type of Service	Coverage Window
99.9%	Voice and Data Bundled Services ISDN Services	24 hrs day, 7 days a week
	Data Only Services <sup>#</sup>	7am – 9pm Monday to Friday 9am – 5pm Saturday

\*Excluding Scheduled Service Interruptions, force majeure events ( as defined in Miracom Terms and Conditions), failures within the Internet beyond Miracom’s point of interconnect, and downtime caused by any system or hardware not covered under Miracom’s Terms and Conditions over a twenty- four month period.

<sup>#</sup> Excludes National Public Holidays

‘Service Availability’ is defined as the percentage of time each service is available to the customer during the course of a year. The service availability is calculated in accordance with the following formula:

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

\*Unavailable Hours is the total number of hours that the service is unavailable due to issues with the Network except for scheduled outages. The Network includes supply of Internet bandwidth when supplied by Request to Miracom and the router on the premises of the customer.

### 1.2 Scheduled Service Interruptions

Miracom will use its best endeavour to provide five (5) working days notice of any scheduled service interruption. Where practicable, scheduled service interruptions will occur between 12.00am and 7.00am.

In circumstances where an emergency service interruption is required, Miracom will use its best endeavour to notify the Customer prior to the service interruption.

### 1.3 Service Fault Reporting

Miracom will become aware of service faults either via our monitoring system or by notification from a Customer.

Business Hours Service Fault Reporting is managed via the Network Management Centre (NMC). Our business hours of operation are Monday to Friday 8.30am – 5.30pm and the contact number is **1300 455 266**.

Service faults reported after hours will be received via the business hours contact number. During these hours, the Network Management Centre (NMC) will receive the service fault report, investigate the fault report, and provide a response as per the Response Times tabled below.

If a fault is attributed to a problem with the Miracom managed service equipment, the fault will be rectified without a charge to the Customer.

If a fault is attributed to the Customer's local environment, fees will be charged for a response to a false faults received after hours.

#### 1.4 Fault Report Communications

Miracom will communicate with a Customer as follows:

- a) *Receive Fault report*: by phone from the Customer.
- b) *Response*: as per the table below, Miracom aims to respond to the customer within 1 hour during both business and after hours. Miracom will provide the Customer a fault reference number.
- c) *Progress Advice*: Miracom will contact the Customer regularly with a progress report on the fault.
- d) *Closing the fault*: Miracom will contact the customer upon restoring service to confirm that the service is operating satisfactorily.

#### 1.5 Response and Restoration Times

'Response Time' is the time from when Miracom receives a fault call from the Customer, to the time that we respond to the Customers to acknowledge receipt of the fault report, provide a fault reference number, and where possible give an early indication of the nature of the fault.

'Restoration Time' is the time taken from when Miracom receives a fault call from the Customer, to the time service is restored.

Parameter	Target Times	Applicable Services
Response Time Business Hours	1 hour	All services
Response Time After Hours	1 hour	All services
Restoration Time	4 hours	All services

In the event of a service fault, Miracom will make every effort to restore the service in the quickest possible time, as per our carrier restoration targets.

These time frames exclude interruptions caused by:

- Third party hardware and/ or software which is not maintained by Miracom or its authorised agents.
- Actions in breach of the terms and conditions and the Service Authority Form.

Service Faults will be actioned in accordance to Miracom's diagnostic processes and escalated as per our technical and management escalation process.

#### 1.6 Fee Rebates Due To Service Unavailability

Where a fault is attributed to the Miracom network, and the service of the Customer is unavailable for use within the coverage window for more than the hours stipulated then Miracom Telecommunications will provide a service fee rebate to the Customer.

<b>Service Unavailability</b> (Total hours per month within coverage window)	<b>Rebate</b> % of Monthly Access Fee Charge	<b>Applicable Services</b>
More than 4hrs but less than 6hrs	10%	Voice and Data Services
More than 6 hrs	20%	Voice and Data Services
More than 6hrs but less than 15hrs	7%	All ISDN Services
More than 15hrs but less than 20hrs	10%	All ISDN Services
More than 20hrs but less than 25hrs	14%	All ISDN Services
More than 25hrs but less than 30hrs	21%	All ISDN Services
More than 30hrs	28%	All ISDN Services

Miracom Telecommunications will provide availability calculations for the purposes of offering a fee rebate at the end of a given month in response to a written request from a Customer, within 14 days of the end of that month. The rebate will be provided in the form of a credit for the next monthly bill to the Customer.