Internet Service - Service Level Agreement Policy (UQSchoolsNet SLA)

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1. Which services does this SLA apply to?

This is our Internet Services SLA and it applies to all of our customers in relation to the following Services:

- UQSchoolsNet Internet
- UQSchoolsNet Collaboration
- UQSchoolsNet Access

For the avoidance of doubt, this SLA does not apply to any other Service, unless expressly provided otherwise.

2. What are the performance targets?

2.1 UQSchoolsNet – Transport Layer

The table below describes the performance objectives for the UQSchoolsNet network component (transport layer) of the Internet Service. Please note that these performance measures are target performance measures and are provided to you as information about how we manage our network. You are not automatically entitled to claim a rebate if these targets are not met.

Parameter	Target
Mean Time To Repair (MTTR)	8 Hours
Availability	99.95%

2.2 UQSchoolsNet Network – IP Layer

We are constantly measuring the performance and efficiency of our core Internet IP backbone. This enables us to proactively plan and manage our network in order to offer a high grade of service at all times. In order to achieve this goal we use Round Trip Time and Packet Loss as IP network performance parameters.

1. Round Trip Time

Round Trip Time ("RTT") is the time taken for an ICMP Ping packet to travel from a source point (on our network) to a destination point and back to the source point.

Round Trip Time	Network Traffic Flow (%)	Time (msec)
Collaboration Traffic	99%	50msec
National Traffic	98%	100msec
International Traffic	95%	400msec

Note: If measured from your modem/router you need to add 120-200 ms to the RTT due to the modem/router delays. All Internet Services are a best effort service and hence RTT measures are an indicative performance target with no associated rebates.

2. Packet Loss

On our Internet backbone we aim to achieve an end-to-end Packet Loss of less than 1% on all Circuits at all times. Any loss over 1% will be reported and analysed accordingly.

Note: Failure to achieve this Packet Loss target does not entitle you to claim a rebate.

2.3 Public Internet - IP Connectivity (Outside the UQSchoolsNet Network)

All Internet traffic outside of the UQSchoolsNet network is subject to general public Internet availability, and is not included in the target availability service level.

3. What rebates apply to network outages?

3.1 Subject to the rebate exemptions listed in clause 4 below, if there are any Circuit Outages within a calendar month, you will be entitled to claim a rebate on your monthly service fees for that calendar month in accordance with the rates set out below and based on the accumulated duration of the Circuit Outage.

Duration of Circuit Outage (accumulated over a calendar month)	Rebate
$>2 \le 4$ hours	5%
>4 ≤ 6 hours	10%
>6 ≤ 12 hours	15%
>12 hours	20%

3.2 The rebates are calculated based on the percentage of the monthly service fees, relating to the affected Circuit only, for the preceding month.

3.3 A Circuit Outage is calculated from the time that we receive a fault or trouble call from you to the time when the affected Circuit ceases to be Unavailable, and excludes any downtime caused by, or associated with, the School's Network.

3.4 Without limiting the above, you acknowledge that the actual end-to-end availability and performance of our Service may be affected by the School's Network, including, without limitation, by the type and quality of the equipment you use to connect to our Services. All School equipment connected to the UQSchoolsNet network must be approved by the Australian Communications Authority prior to connection to the UQSchoolsNet network.

4. What are the exemptions to the rebate policy?

4.1 Your entitlement to claim rebates will not apply if failure to achieve the relevant Service Levels is caused directly or indirectly by, or arises from or in connection with:

- (a) a Force Majeure Event affecting us or one of our suppliers;
- (b) a Planned Outage;
- (c) an act or omission of you or your personnel; or
- (d) our exercise of our rights under the UQSchoolsNet Agreement.

4.2 You acknowledge that rebates are not redeemable for cash and are not cumulative. A rebate which is not claimed within in the calendar month following the calendar month affected by the

Circuit Outage will not be accrued or carried forward in any way and the entitlement to claim the rebate will be lost.

5. Definitions that apply in this SLA

This SLA must be read in the context of your UQSchoolsNet Agreement, including all other UQSchoolsNet Policies in effect. Where a term is defined in your UQSchoolsNet Agreement, that term has the corresponding meaning in this SLA unless the context requires otherwise. In addition to those definitions, the following definitions apply to this SLA unless the context requires otherwise:

Availability means a measurement of the percentage of total time that a Circuit is operative when measured over a 365 consecutive day (8760 hour) period from Service Delivery Point to Service Delivery Point.

Circuit means a physical or virtual link.

International Traffic is the traffic that originates on the UQSchoolsNet network within Australia and terminates outside the borders of Australia.

Mean Time To Repair or *MTTR* means the mean time required to restore the Service. The mean is taken over one calendar month.

National Traffic is the traffic that originates on the UQSchoolsNet network within Australia and terminates within the borders of Australia.

Network Traffic Flow means all Internet traffic that flows on the School's Circuit.

An Outage occurs where a Circuit is Unavailable.

Packet Loss means the percentage ratio of the number of packets lost in relation to the total number of packets transmitted over a Circuit.

Planned Outage means a period of time, as reasonably determined by UQSchoolsNet, that UQSchoolsNet may interrupt its supply of the Services to the School for routine maintenance, upgrading or other similar activities, after giving the School reasonable prior notice of no less than 5 Business Days.

"School" / "You" means the entity to whom UQSchoolsNet is providing the Services as specified in the School Information Schedule.

Service Delivery Point means the port, fibre termination panel or electrical interface at the School's site as determined necessary by UQSchoolsNet for interconnection to the UQSchoolsNet network.

Unavailable means there is a loss of signal in respect of a Circuit rendering the Services completely unavailable for use by the School or degraded to such an extent as to be unusable by the School.

UQSchoolsNet Agreement means the agreement in place between the School and UQSchoolsNet in respect of the supply of the Services, which unless agreed otherwise by UQSchoolsNet and the School, is the UQSchoolsNet's standard form of agreement formulated for the purposes of section 479 of the *Telecommunications Act* 1997, consisting of the following documents in their order of precedence:

- (a) the Master Agreement;
- (b) the School Information Schedule;
- (c) the Service Schedules; and
- (d) the UQSchoolsNet Policies.