



Service Schedule

IP Transit

1. About this Service Schedule

1.1. This document is a Service Schedule governed by and subject to our Master Service Agreement (MSA). Words used in this Service Schedule that start with a capital letter, have the meanings given to them in the MSA. In addition, terms that are defined in this Service Schedule have the meanings given to them herein.

1.2. This Service Schedule applies to IP Transit Services that we agree to supply to you pursuant to an applicable Service Order.

2. IP Transit Services

2.1. The IP Transit Services enables routing of IP space owned by the Customer or Swoop owned, and non-transferable, IP space allocated to the Customer (IPv4 and IPv6) to the greater internet via Swoop's IP Network, as specified in by the applicable Service Order. All Swoop owned IP space allocated to the customer will be the property of Swoop and will have to be returned to Swoop when the service is cancelled.

2.2. The specifications for the IP Transit Services are as follows:

2.2.1. IP Transit is delivered via a layer 2 transport service as follows:

2.2.1.1. Ethernet

2.2.1.1.1. Optical Gigabit Ethernet as per IEEE802.3z

2.2.1.1.2. Copper Gigabit Ethernet as per IEE 802.3ab

2.2.1.1.3. Optical 10 Gigabit Ethernet as per IEEE 802.3ae

2.2.1.2. 3rd Party Fabric

2.2.1.2.1. Any connected 3rd party fabric using a dedicated, private broadcast domain.

2.2.2. Speed Increments; IP Transit Services are provisioned in the following speed/capacity increments:

2.2.2.1. Up to 10Gbps in 100Mbps increments

2.2.3. Maximum Transmission Unit (MTU) is guaranteed at 1500 bytes, except:

2.2.3.1. Where otherwise specified by a Service Order.

2.2.4. IP Transit is available in a Swoop Approved Data Centre (ADC);

2.2.4.1. BGP sessions may be terminated in a different POP to where the IP Transit Service is delivered to the Customer

2.2.5. Network Termination Unit (NTU): We will, at our discretion, supply an NTU or multiple NTUs to be installed at the customer premises for the supply of the service. The customer is responsible for supplying rack space, power and cooling to the NTU(s).

2.2.6. The Customer is required to operate a public ASN assigned by a Regional Internet Registry (Such as APNIC)

2.2.7. The Customer is required to provide IP space to be announced via the IP Transit Service, unless expressly permitted by Swoop to use Swoop owned, non-transferable, IP space

2.3. We will provide IP Transit Services subject to a Service Order and pursuant to the terms and conditions of the Agreement.

2.4. The IP Transit Services that we have available are as follows:

2.4.1. Protection: The Swoop IP Transit network is Core Protected. Protection to an individual service is determined as follows -

2.4.1.1. Unprotected - An Unprotected Service is where a Customer has either a single BGP session to a single Swoop IP Transit router, or where a common service is used for sessions to multiple Swoop IP Transit routers. Unless otherwise specified, all IP Transit Services are Unprotected by default.

2.4.1.2. Protected - A Protected Service is where a Customer has BGP sessions to multiple Swoop Networks IP Transit routers, via, Diverse interconnection services.

2.4.2. Capacity

2.4.2.1. CIR - Committed Information Rate services are delivered at, and policed to, the specified rate at all times.

2.4.2.2. Burst - Burst services are delivered with a CIR guaranteed rate, and a PIR (Peak Information Rate) available at a reduced priority above the CIR.

3. Charges and payment terms

3.1.The Charges specifies in the Service Order shall apply to our provision of IP Transit Services, unless we agree to supply IP Transit Services in exchange for different Charges pursuant to a Service Order.

3.2.The Charges must be paid in accordance with the following Payment Terms:

30 days from invoice, unless otherwise specified on the invoice.

4.Availability Target

4.1.We will use our best endeavors to make the IP Transit Services Available, as measured over the course of each calendar month during the Term (each such calendar month, a “Service Period”), at least 99.95% of the time, excluding only the time the IP Transit Services are not Available solely as a result of your breach of this Agreement or a Scheduled Outage or Force Majeure Event (the Availability Target). “Available” means the IP Transit Services are available for use by you materially in accordance with the Specifications. “Availability” has a corresponding meaning. “Scheduled Outage” means an outage carried out in accordance with clause 9. “Actual Uptime” means the number of minutes in the Service Period that the IP Transit Services are Available. “Percentage Uptime” = [Actual Uptime + Total Minutes in Service Period the IP Transit Services are not Available Due to Scheduled Outages or Force Majeure Events or your breach of this Agreement] ÷ Total Minutes in Service Period x 100. “Downtime” means the inverse of “Uptime”.

4.2.IP Transit Services are considered Available until a ticket has been logged to notify Swoop of an issue.

4.3.Downtime is measured as the duration of time of non-compliance to a performance target:

4.3.1.BGP session availability target

4.3.1.1.Nominal 100%

Availability SLA	Rebates based on Outage			
	<22 min	>=22 min but <45 min	>=45 min but <1 hour 30 min	>1 hour 30 min
99.95%	0%	5%	10%	20%

4.3.1.2.Non-compliance >0.05%

4.3.2.Packet loss across the Swoop IP network

4.3.2.1.Nominal, 0%

4.3.2.2.Non-compliance >1%

4.4.If the Percentage Uptime of the IP Transit Services is less than the Availability Target for any Service Period, you shall be entitled to an Availability Target Service Credit, on the affected service, as follows:

4.5.Availability Target Service Credits do not apply where you have failed to pay any Charges to us as and when due and payable under the Agreement.

4.6.Availability Target Service Credits cannot be redeemed for cash.

4.7.Availability Target Service Credits must be submitted in email to rebates@swoop.com.au within 30 days from the end of month being claimed or are forfeited.

4.8.Credits will only apply to the IP Transit service that does not meet the Availability Target and will be against the monthly recurring charge of that service.

4.9.Credits are your only remedy for a Service not meeting Availability targets and Swoop has no liability to any of your other costs or consequential damages.

5.Provision of Support Services

5.1.We shall use our best endeavors to respond to any request for technical support with respect to any reproducible malfunction in the IP Transit Services that you report to us that prevents the IP Transit Services from performing materially in accordance with the Specifications (Service Errors) in accordance with the applicable response times set forth in clause 8.2 of this Service Schedule (collectively, the Support Services).

5.2.Support Services are available:

5.2.1.from 9am to 5pm (Melbourne/Sydney time) on Business Days (Support Hours).

6.Support Services Conditions

6.1.You agree to:

6.1.1.provide us with prompt access to your and each End User’s network environment, including any software, systems, equipment, hardware and networks (via physical or remote access, as determined by us), as reasonably required by us to provide the Support Services;

6.1.2.provide us with access to all of your necessary personnel and/or documentation as reasonably required by us to answer questions reported by you regarding the IP Transit Services.

6.1.3.Raise a provisioning fault within 48 hours of receipt of service completion advice.

7. Technical Support

7.1. The Support Services are limited to the provision of telephone and email support during Support Hours to two (2) of your designated employees approved by us (Designated Support Staff) to answer questions from your Designated Support Staff about Service Errors.

7.2. The Support Services will be provided through our technical support hotline (via telephone or email) which operates during Support Hours. A support phone number and a support email address will be provided to you by us through which your Designated Support Staff can request the technical support.

7.3. We shall have no obligation to provide any Support Services with respect to the IP Transit Services to any person other than your Designated Support Staff.

8. Technical Support Service Levels

8.1. We will prioritise technical support requested by you under this SLA in accordance with the following severity code classification (as determined by us in our absolute discretion):

8.1.1. Critical – A complete loss in production functionality resulting in critical business impact to your business.

8.1.2. High – A significant loss of system functionality resulting in major (but not critical) business impact to your business.

8.1.3. Medium – A loss of system functionality resulting in low or minor business impact to your business.

8.2. We will use reasonable endeavors to respond to technical support requests within the following timeframes:

Severity	Response*
Critical	Within 1 Business Hour
High	Within 2 Business Hours
Medium	Within 4 Business Hours

*Measured from the time we receive a technical support request. If a support request is sent outside Support Hours it shall be deemed received by us at 9.00 am on the next Business Day.

9. Scheduled Maintenance

9.1. Scheduled Outages of the IP Transit Services will be carried out in accordance with the following table:

9.2. Scheduled Outages on an underlying Third Party Access Provider network will be notified to you within 24 hours of receipt by Swoop.

Type of Scheduled Outage	Notice to be provided	Length of Scheduled Outage	Hours during which Scheduled Outages will be carried out
Emergency	As soon as reasonably practical	As short as reasonably practical	Undetermined
Minor Scheduled Outages (of less than 1 hour)	7 days	10 minutes or less	11pm to 7am
Major Scheduled Outages (of greater than or equal to 1 hour)	14 days	More than 10 minutes	11pm to 7am

10. Exclusions

10.1. We shall have no obligation to provide any Support Services with respect to the IP Transit Services other than as expressly required pursuant to this Service Schedule. Without limiting the foregoing provisions, we shall have no obligation to provide Support Services:

10.1.1. with respect to errors, defects or problems caused by or relating to your equipment or technical environment;

10.1.2. with respect to any incident caused by your breach of the Agreement; or

10.1.3. where you have failed to pay any Charges to us as and when due and payable.

10.2. We reserve the right to charge a fee to investigate and rectify any Service Error caused by any of the matters referred to in clause 6.1.

SIGNED by the parties as an agreement.

SIGNED by {{Account}} in accordance with section 127 of the Corporations Act 2001:

Signature of Authorised Signatory

Name of Authorised Signatory (print)

Date

SIGNED by **Swoop Cirrus Communications Pty Ltd** trading as **Swoop Telecommunications** in accordance with section 127 of the Corporations Act 2001:

Signature of Authorised Signatory

Name of Authorised Signatory (print)

Date