



# Service Schedule

## Direct Internet Access (DIA)

### 1. About this Service Schedule

- 1.1 This document is a Service Schedule governed by and subject to the Swoop 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 Direct Internet Access (DIA), Swooperfast, when delivered as an Internet service, and any Service that includes the term 'DIA' or 'Direct Internet Access' or Internet version of 'Swooperfast', that we agree to supply to you pursuant to an applicable Service Order. The term 'DIA' referenced in this document applies to all Services that have DIA in the product name.
- 1.3 For the avoidance of any doubt, any reference to Swooperfast in this Service Schedule only refers to the layer 3, or Internet, version of Swooperfast. Where Swooperfast is delivered as a layer 2, or Ethernet, service please refer to Swoop's Ethernet Access and Swooperfast (Ethernet) Service Schedule.

### 2. DIA and Swooperfast Services

- 2.1 The DIA and Swooperfast Service enables internet access, on a Swoop owned, and non-transferable, IP address provided by Swoop, via Swoop's IP Network, as specified in by the applicable Service Order. The IP address allocated by Swoop remains the property of Swoop and must be returned to Swoop on termination or expiry of a Service.
- 2.2 The specifications for the DIA and Swooperfast Service are as follows:
- 2.2.1 The DIA and Swooperfast is delivered via the following layer 2 access options:
- 2.2.1.1 Swoop's Ethernet Access Fixed Wireless
- 2.2.1.2 Telstra Ethernet Access (only applicable to DIA and not Swooperfast), characterised by the following elements:
- 2.2.1.2.1 Building Type: indicated in the Service Order is to be interpreted as follows -
- 2.2.1.2.1.1 Red - Means Infrastructure availability is unable to be automatically determined for the location and a chargeable Feasibility Study of \$1,500 ex-GST can be requested, which may be waived if proceeded to order within 60 days of the Feasibility Study.
- 2.2.1.2.1.2 Amber - Means the Special Linkage Charge (SLC) is an estimate. After the order has been submitted and assessed, the actual SLC amount will be communicated and will be payable.
- 2.2.1.2.1.3 Green - Means it is likely no Special Linkage Charge (SLC) will be applicable, but not guaranteed of no SLC.
- 2.2.1.2.2 Where the installation of a service requires the extension of network infrastructure that is not owned by Telstra or one of Telstra's suppliers, in order to connect a service, instead of a Special Linkage Charge applying, Telstra may apply a "Fee-for-Service" charge.
- 2.2.1.2.3 If Customer does not agree to pay these "Fee-for-Service" charges, the order is taken to be cancelled and an Early Termination Charge of up to \$5,000 applies. There may also be a charge for any reasonable provisioning costs Telstra has incurred up to the date provisioning stops beyond what Telstra would normally incur.
- 2.2.1.3 nbn Enterprise Ethernet (only applicable to DIA and not Swooperfast)
- 2.2.2 Speed Options; DIA and Swooperfast Services are provisioned in accordance with the speed specified in the Service Order.
- 2.2.3 Maximum Transmission Unit (MTU) is guaranteed at 1500 bytes, except where otherwise specified by Service Order.
- 2.2.4 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).
- 2.2.5 DIA or Swooperfast must not be used to route customer IP space outside of any IP addressing assigned by Swoop Networks.
- 2.2.6 A single DIA or Swooperfast Service must not be shared by multiple customers. It also must not be used to aggregate traffic from different customers.
- 2.4 We will provide DIA Services subject to a Service Order and pursuant to the terms and conditions of the Agreement.

## 2.4 Protection

2.4.1 Unprotected - An Unprotected Service is where a Customer has either a single Service, or multiple services over a non-protected layer 2 delivery path. This is the default configuration for a DIA or Swooperfast Service.

## 3. Charges and payment terms

3.1 The Charges specified in the Service Order shall apply to our provision of DIA or Swooperfast Services, unless we agree to supply DIA or Swooperfast 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.

3.3 If you cancel the Service before the RFS Date (unless the Service is cancelled as a result of circumstances reasonably attributable to us) you must pay a Cancellation Fee (in addition to any applicable Early Termination Fee) based on the following nbn order stages:

(a) orders placed and accepted by us and in the nbn Planning Stage - \$900;

(b) orders in the nbn Design Stage - \$2,250;

(c) orders in the nbn Build Stage or Pre-Delivery Stage - \$9,000 plus any applicable Fibre Build Charge as notified during the ordering process.

3.4 For Services we order through the nbn there may be an upfront Fibre Build Charge or cost which you will be required to pay. This Fibre Build Charge may be adjusted higher retrospectively by nbn if they determine that the actual cost they will incur is higher. You agree that if nbn passes on a higher Fibre Build Charge to us, we may pass it onto you. You may, prior to the Service Order being accepted, cancel the order without liability for the Fibre Build Charge. Once the order is accepted, Fibre Build Charges will apply and be payable by you.

## 4. Availability Target

4.1 We will use our best endeavours to make the DIA or Swooperfast 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 DIA or Swooperfast 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 DIA 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 DIA or Swooperfast Services are Available. "Percentage Uptime" = [Actual Uptime + Total Minutes in Service Period the DIA or Swooperfast 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 DIA or Swooperfast 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.

4.4 If the Percentage Uptime of the DIA or Swooperfast 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:

| 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%            |

4.5 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 DIA or Swooperfast 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 endeavours to respond to any request for technical support with respect to any reproducible malfunction in the DIA or Swooperfast Services that you report to us that prevents the DIA or Swooperfast 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 24 x 7 (Support Hours).

## 6. Support Services Conditions

6.1 You agree to:

- (a) 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;
- (b) 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 DIA Services.
- (c) in case of a provisioning fault, raise a provisioning fault ticket 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 DIA 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):

- (a) Critical – A complete loss in production functionality resulting in critical business impact to your business.
- (b) High – A significant loss of system functionality resulting in major (but not critical) business impact to your business.
- (c) Medium – A loss of system functionality resulting in low or minor business impact to your business

8.2 We will use reasonable endeavours 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.

## 9. Scheduled Maintenance

9.1 Scheduled Outages of the DIA or Swooperfast 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           | Hours during which Scheduled Outages will be carried out |
|--|---------------------------------|--|
| Emergency  | As soon as reasonably practical | Undetermined   |
| Major Scheduled Outages (of greater than or equal to 1 hour) | 14 days                         | 11pm to 7am  |

## 10. Exclusions

10.1 We shall have no obligation to provide any Support Services with respect to the DIA or Swooperfast 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:

- (a) with respect to errors, defects or problems caused by or relating to your equipment or technical environment;
- (b) with respect to any incident caused by your breach of the Agreement; or
- (c) 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.

**11. Definitions**

11.1 **Cancellation Fee** means the nbn fess set out in clause 3.3.

11.2 **Fibre Build Charge** means a charge that may be imposed by nbn to build fibre to the customer premises for the provision of the Service. You agree that if nbn passes on the Fibre Build Charge to Swoop, Swoop will pass on the Fibre Build Charge to you. The Fibre Build Charge will then be payable by you on a pass-through basis.

11.3 **nbn** means NBN Co Limited (ACN 136 533 741).

**SIGNED** by the parties as an agreement.

**SIGNED** by an authorised representative for

**SIGNED** by an authorised representative for Swoop  
Telecommunications Pty Ltd

[Signature box]

Signature of Authorised Representative

[Signature box]

Signature of Authorised Representative

[Name box]

Name of Authorised Representative (print)

[Name box]

Name of Authorised Representative (print)

[Date box]

Date

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Date