



Service Schedule

Ethernet Access

1. About this Service Schedule

1.1 This document is a Service Schedule governed by and subject to the Swoop Master Services 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 Ethernet Access and Ethernet version of Swooperfast Services that we agree to supply to you pursuant to an applicable Service Order. This includes, but not limited to, Fixed Wireless Ethernet Access (which is also referred to as Ethernet Access Fixed Wireless), Swooperfast - Ethernet Access and any other Service that has 'Ethernet Access' in the Product name, collectively referred to as 'Ethernet Access' or 'Ethernet Access Service Type' in this document.

1.3 For the avoidance of any doubt, any reference to Swooperfast in this Service Schedule only refers to the layer 2, or Ethernet, version of Swooperfast. Where Swooperfast is delivered as a layer 3, or Internet, service please refer to Swoop's DIA and Swooperfast (Internet) Service Schedule.

2. Ethernet Access Services

2.1 The Ethernet Access Services enable the provision of ethernet connectivity on a point-to-multipoint basis, unless specific otherwise, between the locations specified in an applicable Service Order.

2.2 The specifications for the Ethernet Access Services are as follows:

2.2.1 Speed; Ethernet Access Services are provisioned as per the speed indicated in the Service Order

2.2.2 Technical Specifications of Ethernet Access Services are outlined in the Brochure or Data Sheet of each Ethernet Access Service Type.

2.2.3 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).

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

2.4 The Ethernet Access Service is defined based on two sites:

2.4.1 An End User site where the Ethernet Access Service is to be delivered. In a Point to Point configuration both ends of the Service are in End User sites.

2.4.2 Point of Interconnect (NNI): a trunk port in a Swoop Approved Data Centre (ADC). It is interchangeably referred to as POI or Network to Network Interface (NNI).

2.4.3. At the End User site the Service is delivered in the following options:

2.4.3.1 Swoop's Ethernet Access Fixed Wireless

2.4.3.1.1 a Roof Mast holding a Radio and Antenna;

2.4.3.1.2 cabling from the Roof Mast to a Service Delivery Unit in the Customer or End User's communications room;

2.4.3.1.3 a Service Delivery Unit;

2.4.3.1.4 a Power Supply for the Radios and the Service Delivery Unit;

2.4.3.1.5 an Ethernet cable to connect Swoop Equipment to the End User's network

2.4.3.2 Telstra's Ethernet Access (not applicable to Swooperfast), characterised by the following elements:

2.4.3.2.1 Building Type: indicated in the Service Order is to be interpreted as follows -

2.4.3.2.1.1 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.

2.4.3.2.1.2 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.

2.4.3.2.1.3 Green - Means it is likely no Special Linkage Charge (SLC) will be applicable, but not guaranteed of no SLC.

2.4.3.2.2 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.

2.4.3.2.3 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.

2.4.3.3 nbn Ethernet Access (not applicable to Swooperfast)

2.4.4 The Service is defined as the Ethernet between the End User site back to an agreed NNI.

2.5 Configuration of Ethernet Access services is available in the following options:

2.5.1 Point to Multipoint: aggregating multiple Services back to a Swoop NNI. This is the default configuration when nothing specific is mentioned in the Service Order.

2.5.2 Point to Point: when specifically identified in a Service Order

3. Charges and payment terms

3.1 The Charges specified in the Service Order shall apply to our provision of Ethernet Access Services, unless we agree to supply Ethernet Access 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 an nbn Ethernet Access 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.

4. Availability Target

4.1 We will use our best endeavours to make the Ethernet Access 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 Ethernet Access 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 Ethernet Access 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 Ethernet Access Services are Available. “Percentage Uptime” = [Actual Uptime + Total Minutes in Service Period the Ethernet Access 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 Ethernet Access Services are considered Available until a ticket has been logged to notify Swoop of an issue.

4.3 If the Percentage Uptime of the Ethernet Access 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%

4.4 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.

4.5 Availability Target Service Credits cannot be redeemed for cash.

4.6 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 is forfeited.

4.7 Credits will only apply to the Ethernet Access service that does not meet the Availability Target and will be against the monthly recurring charge of that service.

4.8 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 Ethernet Access Services that you report to us that prevents the Ethernet Access 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:

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 Ethernet Access Services.

6.1.3 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 referred to in clause 5.1.

7.3 We shall have no obligation to provide any Support Services with respect to the Ethernet Access 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 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 Ethernet Access 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 Ethernet Access 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.

11. Definitions

11.1 **Cancellation Fee** means the nbn fees 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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