



Service Level Agreement

For Business Products and Services

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1 Spirit Products and Services

Spirit's products and services are divided into several Product Families and Service Categories which will be referred to throughout this document. Refer to Tables 1.

Table 1: Spirit Product Family

Product Family	Description
Spirit Internet and Data	Fixed and wireless products and services
Spirit Voice	SIP, VOIP and Unified Communications products and services
Spirit Managed IT Services	Small and Medium business IT products and services
Spirit Managed Cloud	Private and Public Cloud Products and services
Spirit Mobile	Business Mobile and Data Banks products and services

2 Assurance Details

2.1 Support Hours

Spirit products are covered by 24/7 support arrangements.

2.2 Fault Handling

Product or service faults reported to Spirit go through two phases:

1. Response – calculated from the moment we receive notification of a fault until we acknowledge receipt of the notification. Refer to Table 2.
2. Resolution – calculated from the Response time until the service is restored to working condition. Refer to Table 3.

Note: Delays due to the following factors outside of Spirit's control do not count towards the total Resolution time:

- Delays waiting on information from customer sources or vendors
- Hardware replacement through vendor warrantee
- Technician travel times for onsite assistance
- Weather disruptions or other major events

Table 2: Spirit Response Times

Product Family	Target Fault Response Time by Severity		
	Critical Fault	Major Fault	Minor Fault / Request
Spirit Internet and Data	1 hour	2 hours	1 Business Day
Spirit Voice	1 hour	2 hours	1 Business Day
Spirit Managed IT Services	15 min	1 hour	1 Business Day
Spirit Managed Cloud	1 hour	2 hours	1 Business Day
Spirit Mobile	1 hour	2 hours	1 Business Day

Table 3: Spirit Resolution Times

Product Family	Target Fault Resolution Time by Severity		
	Critical Fault	Major Fault	Minor Fault
Spirit Internet and Data	<i>CBD/Metro</i> 2 business days <i>Regional</i> 3 business days	<i>CBD/Metro</i> 4 business days <i>Regional</i> 6business days	Best Effort
All other products	Best Effort	Best Effort	Best Effort

2.3 Core Network Availability

All Network products and services have a Core Network Availability Target as per Table 4.

Table 4: Core Network Availability Target

Core Network Availability Target	Calculation
99.95%	$\text{Core Network Availability (month } n) = \frac{A - (B - C)}{A} \times 100$ <p>A = Total minutes in calendar year B = Total Outage Minutes over previous 12 months C = Planned Outage Minutes over previous 12 months</p>

2.4 Network Performance Targets

2.5.1 Bandwidth Guarantee

Spirit SKY, AIR and LIT products and services are backed by a Speed Performance Target as per Table 5.

Table 5: Speed Performance Target

Speed Performance Target	Calculation
Spirit targets a minimum demonstrated performance of 90% of the applicable speed profile ¹ for the service. This target applies to the rated download and upload speeds.	On request, Spirit will measure plan speed averaged over the previous calendar month. In any instance where the service performance falls below the Speed Performance Target as measured by Spirit, Spirit support shall treat this as a fault and investigate.

2.5.2 NBN Enterprise Ethernet

Spirit nbn™ Enterprise Ethernet products come in three classes of service. Each class of service offers traffic prioritisation as per Table 6.

Table 6: nbn Enterprise Ethernet Classes of Service

nbn™ Enterprise Ethernet Class of Service	Traffic prioritisation
Low Class of Service (CoS-L)	100% Best effort
Medium Class of Service (CoS-M)	33% Committed bandwidth 66% Best effort bandwidth
High Class of Service (CoS-H)	100% Committed bandwidth

2.5 Monthly Service Charge Rebates

Spirit offers rebates for all products and services, based on the level of disruption experienced.

Note: It is the End User's responsibility to report any SLA breaches in writing to Spirit within 2 business days of fault resolution, and must include the following information:

- The associated support ticket number
- Evidence that an SLA has been breached

Spirit will review all requests, and if deemed applicable will apply rebates to your next monthly bill as listed in Table 7.

Table 7: Spirit Services Rebates

Service Unavailability (within a single calendar month)	Rebate (Only Recurring Monthly Charges)
Between 6 and 24 hours	5%
More than 24 hours but less than 48 hours	10%
More than 48 hours	20%

2.6 Incorrect Callout Fee

Spirit charges a fee for incorrect callouts as per Table 8. An incorrect callout fee refers to a

¹ Applies to service speeds up to 500 Mbps

callout associated with a fault, reported by the End User that is found to be in a network or equipment owned or maintained by any organisation other than Spirit.

Table 8: Incorrect Callout Fees

Time of Callout	Callout Fee (Ex-GST)
During Business Hours	\$100 travel fee plus \$150 per hour charged in 15min increments
Outside Business Hours	\$220 travel fee plus \$200 per hour charged in 15min increments

2.7 Service Activation

Spirit is committed to delivering services quickly and professionally. Our targets for Service Activation are shown in Table 9.

Table 9: Service Activation Targets

Service	Activation Target²
Spirit Air and Spirit Sky Wireless	25 Business Days
IP Voice Services (Subject to bandwidth type & install)	Minimum 25 Business days
IP Transit (Hosting)	Minimum 25 Business days
Regional Fibre/Wireless	60 business days
nbn™ Enterprise Ethernet	90 business days
Optic Fibre Ethernet (Premises in-place)	40 business days
Optic Fibre Ethernet (Custom Build to premises)	90 Business Days
Spirit IT Services	Lead times will be advised

²Some services require special arrangements. If additional time will be needed for delivery Spirit will advise you of the expected timeline

2.8 Additional Installation Fees

Additional Installation fees are charged on a fee for service basis, as set out in Table 10.

Table 10: Additional Installation Fees

Time of installation	Additional Installation Fees (Ex-GST)
During Business Hours	\$100 initial fee plus \$25 per 15 min per person including travelling time
Outside Business Hours	\$220 initial fee plus \$55 per 15 min per person including travelling time

2.9 Service Assurance Contacts

If deemed necessary, End Users may request support as per Table 11.

Table 11: Service Assurance

Service Category	Support Contact
Spirit Internet and Data	1300 007 001 or support@spirit.com.au
Spirit Cloud	
Spirit Voice	
Managed IT Products and Services	1300 937 321 or support@spirit.com.au
Mobile Plans	1300 760 300 or mobile.support@spirit.com.au

2.10 Exclusions

Service Activation delay does not include any delays caused by:

- Planned Network outages
- Acts, omissions and delays by an End User including installation requirements beyond SLA activation period.
- Behaviour of End User equipment, facilities or applications
- Acts of God and any other situations beyond the reasonable control of Spirit

Spirit's service assurance obligations do not extend to faults caused as a result of:

- Any fault in equipment, software or any network not forming part of the service or the Spirit Equipment; or
- Damage from any external cause that may prevent the service or the Spirit Equipment working.
- Acts or omissions of an End User.
- Third party equipment that is not installed by Spirit.
- The removal of Spirit Equipment

Network Unavailability does not include any unavailability resulting from:

- Planned Network outages.
- Acts or omissions of an End User.
- Acts of God, and any other situations beyond the reasonable control of Spirit.
- Faults in the End User equipment or software.
- Damage due to external causes, e.g. vandalism, theft, loss of power, flooding, pests etc.

The Network Products and Services SLA's apply to individual connections and their associated network core services. This means the SLA is applied to each tail of a multipoint network and covers the network as a whole.

- Further, this means working tails on a multipoint network will not attract service activation or service unavailability rebates being applied to a tail that has not met the SLA.
- Spirit may, but is not obliged to, provide the End User with onsite technical support. This is a charged service with separate terms and conditions.
- Spirit may access End User content and other parts of the service as necessary to identify and resolve technical problems or to respond to service complaints.
- Residential grade ADSL and NBN services are not covered under the terms of this SLA.

2.11 Liability of Spirit

This document is written for installations where the CPE is supplied and installed by Spirit. Spirit is not responsible for overall system performance, thermal characteristics and safety issues where the End User uses third party equipment and/or the system integration has been completed by parties other than Spirit.

Spirit is not responsible for:

- The correct operation and functioning of the End User's intruder detection alarm systems associated directly or indirectly with the operation of Spirit services
- Delays and or outages due to circumstances outside Spirit's control, such as "Mass Service Disruption" including damages to exchange facilities (Telstra and NBN) by a third party
- Natural disasters or extreme weather conditions (e.g. bushfire, flood, cyclones) or where delays and outages are caused by wholesale carrier infrastructure shortfalls - including staffing and physical resources or impact of compliance with other circumstances beyond the control of Spirit such as laws and obligations imposed by

the Commonwealth, State, Territory or Local Government.

- Software not distributed, approved or recognised by Spirit including software downloaded from the Internet. If an End User uses such software in connection with the Spirit service, Spirit will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.
- Any fault which is within the network of any interconnected other supplier. Spirit will notify the other supplier of the fault and request that the fault be repaired promptly but Spirit will not bear liability.
- The correct operation and functioning of 3rd party telephone service delivered over a Spirit service.

3 Definitions

Activation Target refers to the target timeframe for Service Activation, calculated from when a successful pre-qualification of the End User location is received or from when a Sales Order Form is processed by Spirit, whichever is later.

Additional Installation Fees refers to a fee which applies each additional time Spirit Field Operations staff visit an End User following the initial visit, due to any fault caused by the End User.

After Hours refers to any period outside of Business Hours.

Business Day refers to any eight (8) hour period during Business Hours.

Business Hours refers to 8:00 AM to 5:30 PM AEST/AEDT weekdays excluding public holidays.

Central Business District (CBD) refers to the centre of any major city where Spirit has coverage, such as Melbourne.

Core Network Availability refers to our core carrier grade availability.

Critical Severity refers to a Spirit service problem that degrades the End User service such that it results in Service Unavailability.

Customer Premises Equipment (CPE) refers to any of the following:

- Outdoor Radio Unit mounted on a secured mast;
- Spirit installed cabling between the Radio Unit to your Communications Room/Rack;
- Powered Ethernet Network Termination Unit;
- Termination Router
- Spirit supplied & installed network switches
- Spirit supplied & installed IP Handsets
- Spirit supplied and installed IP Gateways

Demarcation Point refers to the point up to which Spirit is responsible for the service. Typically, this would be the CPE interface or Ethernet port.

End User refers to the business customer who has purchased the service from Spirit

Fault refers to a failure in the normal operation of the Services.

Response Time refers to the period of time between a failure in the normal operation of a Service being reported to Spirit Support by the End user and provision of a support ticket number from Spirit acknowledging the report.

Restoration Time refers to the period of time between Spirit commencing any remediation work and restoration or repair event by Spirit.

Incorrect Callout Fee refers to a callout associated with a fault reported by the End user, that is found to be in a network or equipment owned or maintained by any organisation other than Spirit.

Major Severity refers to a Spirit service problem that degrades the End User service but where it remains usable in reduced form.

Metropolitan refers to services within 15 Kms from the CBD.

Minor Severity refers to a Spirit service problem not classified as Critical or Major.

Performance Guarantee refers to our promise of minimum bandwidth performance.

Planned Outage refers to the periodic pre-announced occurrence when a network element will be taken out of service for maintenance or upgrade.

Regional refers to services more than 15 Kms outside the CBD.

Service refers to the product or service Spirit is supplying.

Service Activation refers to the service being deployed and activated up to the Demarcation Point.

Service Level means the indicative level of support available.

Service Unavailability refers to an outage where the performance is degraded to an extent that the service is effectively unavailable.

Site refers to any specific, physical site where Spirit may perform Support and/or Maintenance Services

Total Outage Minutes refers to the total time services were unavailable.