

Service Level Agreement

Introduction

Myshare is committed to providing a reliable, high quality network. To back up our commitment, we offer to you Service Levels and Credits.

This Service is designed as an "Internet-grade" product and as such consistent throughput above a minimum rate is not guaranteed.

The Service Levels are measured on a calendar monthly basis. The Service Levels apply throughout the Service Term.

Target Response Time for DSL Tails

Myshare will acknowledge your report of a fault within 3 hours of a fault being reported. Myshare will report faults in respect of the DSL Tail to Telstra within 3 hours of acknowledgement. We advise you that Telstra has an 8 Business Hour response time in respect of the Faults on a DSL Tail so further information about the cause of a Fault may be unavailable during that period.

Target Repair Time for DSL Tails

For the purpose of Repair Targets for DSL Tails,

- a) Urban Areas are urban areas with a population of greater than 10,000;
- b) Rural Areas are areas with a population of between 200 and 10,000 but which are not within Telstra's Extended Charging Zones; and
- c) Remote Areas are areas with a population of less than 200 or areas included in a Telstra Extended Charging Zone.

Area Target Repair Time for DSL Tail

Urban at the end of the first full Business Day after Myshare acknowledges a fault.

Rural at the end of the second full Business Day after Myshare acknowledges a fault.

Remote at the end of the third full Business Day after Myshare acknowledges a fault.

Individual Service Availability

Service Individual Service Availability

Description The period of time in which an Individual Service is operational.

Service Level An Individual Service is operational if end-to-end communication exists between the Internet and CPE at End User premises connected to the DSL Tail.

If you believe that your Individual Service is not operational you must lodge a properly completed fault with all relevant information. The Individual Service will be deemed not operational when; (a) the fault is received by Myshare (unless Myshare establishes that the Individual Service was operational at the time of lodgment of the fault) or (b) when Myshare gives you a notice acknowledging that the Individual Service is not operational. The Individual Service will be deemed restored when the Individual Service becomes operational again.

Subject to any Planned Outage or Emergency Planned Outages, a Service Credit will be provided if an Individual Service is "not operational" for more than 8 hours in aggregate during a calendar month.

Myshare endeavors to provide 5 Business Days notice of any Planned Outage.

Where an Emergency Planned Outage is required to ensure continuity of service, Myshare may not be able to provide notice of the outage. If Myshare received less than 5 Business Days notice of a Planned Outage from Telstra or its other third party providers, the outage will be deemed to be an Emergency Planned Outage.

Service Credit

Calculation

For any Individual Service Outage claims, the Service Credit will be a percentage of the End User Charge.

Network Latency

Service Network Latency

Description The time it takes a packet to travel from source to destination and back.

Service Level For domestic latency: This is defined as the monthly average of the times taken for packets to make the round trip between the relevant Telstra Point of Interconnect packets to make the round trip between the relevant Telstra Point of Interconnect and the Myshare (and Third Party's) POP in Sydney.

For international latency: This is defined as the monthly average of the times taken for packets to make the round trip between the Myshare (and Third Party's) POP in Sydney and the POPs in Seattle and San Jose.

The domestic network latency will not exceed 150mS for the standard quality of service.

The international network latency will not exceed 250mS for the standard quality of service.

Latency is calculated by using 5 minute polling intervals.

Service Credit Calculation

For Latency, the Service at the relevant Point of Interconnect at the end of the calendar month.

In the calculation of Latency, measurements during a Planned or unplanned Outages are excluded.

Packet Loss

Service Packet Loss

Description The difference between the number of packets received and the number of packets sent.

Service Level Interconnect Packet Loss is the difference between the number of packets received and the number of packets sent. It is measured as the monthly average of packets lost between the relevant Point of Interconnect and the Myshare POP in Sydney.

Packet Loss will be no more than 1% of the packets sent.

Packet Loss is calculated by using 5 minute polling intervals.

Service Credit

Calculation

For Packet Loss Faults, the Affected Portion of Service is the number of Individual Services at the relevant Point of Interconnect at the end of the calendar month.

In the calculation of Packet Loss, measurements during a Planned or Unplanned Outage are excluded.

Service Credit Table

The following table determines the rebate percentage. If there is a failure to meet either the Individual Service Availability, the Interconnect Latency, or the Interconnect Packet Loss service levels, you can look up the percentage Credit and multiply it by the Affected Portion of Service as has been described above in the Service Levels.

Service Component Credit

0%	5%	10%	15%	Services Availability	>8 hours but not less than or equal to 22 hours during a calendar month	>22 hours but not less than or equal to 44 hours during a calendar month	>44 hours during a calendar month
				Domestic Latency	Under 150mS	150-249mS	250-349mS
				Over 350mS	International Latency	Under 250mS	250-349mS
				Interconnect Packet Loss	0-1%	1.1-5%	5.1-10%
					Over 10.1%	If in any one calendar month an incident or series of connected incidents entitles you to lodge a claim (a "Claim") for a Credit as a result of our failure to achieve more than one Service Level, you are only entitled to a maximum Credit of 25% of the amount billed for this service for this month.	

Credit Claim Process

A Credit will only be given where:

- You are current with your payments for all undisputed invoices rendered before the Claim;
- You have lodged with Myshare a Claim for a Credit and provided Myshare with all evidence available to you to support such Claim including a Myshare Fault report time. Credit claims are not accepted where a Myshare Fault report time has not been lodged;
- Claims have been received by Myshare within 30 days of the end of the month to which the Claim relates; and

d) Myshare has acknowledged to you responsibility for the fault.

Myshare will make an acknowledgement to you within 7 days of your lodging a Claim and shall provide reasons to you if, for any reason, it denies liability for the fault. If you disagree with Myshare's denial of a Claim, you shall be entitled to exercise into dispute resolution with Myshare. Claims where Myshare has accepted responsibility will be applied to your billing during the month following Myshare's acknowledgment of responsibility for the fault.

Acceptable Use Policy

You will comply with and take all reasonable steps to ensure that your End Users comply with the Myshare Acceptable Use Policy.

Fair Use Policy

Myshare reserves the right to introduce a Fair Use Policy in respect of this Service. Myshare may only introduce a Fair Use Policy by giving 90 days written notice to you. If such a Fair Use Policy is introduced, Myshare will ensure that all End Users are made aware of the Fair Use Policy and of the implications of using an Individual Service in excess of the parameters of Fair Use described in the Fair Use Policy. If an End User uses an Individual Service in excess of the Fair Use parameters, Myshare may at any time and without notice take the steps outlined in the Fair Use Policy.