

## Service Terms – ADSL2+

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## Introduction

These Service Terms are for the supply of ADSL2+ network services between the Telarus network and Customers premises located within Australia and or New Zealand. Further it defines the metrics under which the product is supplied, operated and support services are offered.

This service schedule will apply to the first and any subsequent Service Order of ADSL2+ services.

## Definitions

### General

- **“Customer”** means a natural person or registered commercial entity that has entered into a commercial relationship with Telarus for the purpose of procuring services as identified upon a Service Order.
- **“Customer Specific Terms”** means an agreement between Telarus and customer specifying terms, conditions, metrics or deliverables over and above or in addition to those specified within the SFOA, SLA or Service Terms.
- **“Service Order”** means a form approved by Telarus, made by the customer for the provision of Services be Telarus.
- **“Standard Telephone Line”** means a Public Switched Telephony Service, upon which a dial tone is presented and provisioned upon a pair of metallic wires, originating from a Telephone exchange and delivered in a contiguous manner to a customer premises.
- **“Internet Protocol (IPv4)”** refers to Internet Engineering Task Force (IETF) publication RFC 791.
- **“ADSL2+”** means Asymmetric Digital Subscriber Line – Version 2+ as described by the “International Telecommunication Union” (ITU) G.992.5
- **“Virtual Private Network (VPN)”** means a logical routing and switching domain for the transmission of communications upon the IP Protocol.
- **“Quality of Service (QoS)”** means a technical capability to identify in granular manner information encapsulated within Internet Protocol and prioritise the transmissions of same.
- **“LSS (Line Share Service)”** means a co-existence of multiple telecommunication services upon a single standard telephone line.
- **“Contention” or “Contended”** means that the sum off all ADSL2+ service data transfer capabilities cannot be supplied simultaneously.
- **“Ready For Service (RFS)”** means the calendar date at which service identified upon the Service Order is completed and available for use.
- **“Estimated Ready For Service (eRFS)”** means the estimated calendar date upon which a service will become Ready For Service.
- **“Minimum Term”** means the number of elapsed calendar months after the Ready For Service date, identified upon the Service Order and for which a customer commits to procure the service.
- **“Service Cancellation Date”** means the calendar date upon which Telarus will cease to provide the service identified upon a Service Order.
- **“ADSL2+ Order Withdrawal”** means a service order withdrawn by the customer greater than three business days prior to the eRFS date.
- **“ADSL2+ Late Order Withdrawal”** means a service order withdrawn by the customer less than 3 business days prior to the eRFS date and no greater than 3 business days prior to the estimated eRFS date.
- **“Customer Nominated Contact”** means email and telephone contact details of an authorised customer representative, supplied to Telarus for the purpose of formal communication.
- **“Resource” or “Service Resource”** means a unique billing element identified within the Telarus ADSL2+ product description.

- **“Fee for Service”** means a charge by a wholesale carrier and passed on in a transparent manner to the Customer for cabling, construction and civil works within a customer's property, necessary for the delivery of the Service.
- **“Effort”** means technical, logistic or administrative activities performed by Telarus, its partners, suppliers and vendors.
- **“Service Issue”** means a service resource is not performing as expected however is not deemed to be unavailable.
- **“Unavailable” or “Unavailability”** means a service resource is failing to perform within a tolerance of 30% of its defined operating parameters.
- **“Service Request”** means a request for assistance, submitted by the customer through a Telarus service channel.
- **“Demarcation”** means the point at which responsibility for effort transfers between Telarus and its customer.
- **“Response Time”** means the elapsed time between a customer making contact through a Telarus service channel and the contact being both acknowledged and reciprocated.
- **“Restoration Target”** means the targeted elapsed time following the prescribed response time during which Telarus will provide effort for the purpose of returning a service resource to defined operating parameters.

### Technical Support

- **“Business Hours”** means Telarus will provide effort between the hours of 8:00am and 5:00pm, Melbourne Local time, Monday through Friday excluding national public holidays.
- **“Support Hours”** means Telarus will provide effort between the hours of 7:00am and 8:00pm, Melbourne local time, Monday to Friday excluding national public holidays.
- **“After Hours”** means any time other than those included in “Support Hours” .
- **“24 Hours”** means Telarus will provide continuous effort until resolution.
- **“Service Channel”** means a Telarus approved medium of communication as detailed below.

Service Channel	Contact	Hours of service	Severity
Telephone - NOC	1300 788 848	Support Hours	Severity 1 to 5
Email – NOC	<a href="mailto:support@telarus.com.au">support@telarus.com.au</a>	7am – 8pm Melbourne AU	Severity 4 & 5
Pager – NOC	1300 788 848	After Hours	Severity 1 to 5

### Severity

- **“Severity 1”** means the unavailability of multiple service resources and redundant capability is not available or has been exhausted.
- **“Severity 2”** means the unavailability of an individual resource and redundant capability is not available or exhausted.
- **“Severity 3”** means the unavailability of an individual resource and automated redundancy is fulfilling demand.
- **“Severity 4”** means a service issue that has resulted in degraded performance of a service resource.
- **“Severity 5”** means a detected or suspected technical issue that is not currently impacting service availability / performance or a technical enquiry.

## Maintenance

- **“Scheduled Maintenance”** means a planned activity performed with customer notice and having a minimum notice period.
- **“Emergency Maintenance”** means activities required at short or without notice to rectify fault or failure of infrastructure and or software where without timely action a service may be degraded or fail.
- **“Hazard Notification”** means the issuing of a customer notice, identifying maintenance activities that have potential to impact upon a service resource.
- **“Customer Notice”** means a communication in written electronic form, delivered via Electronic Mail (email) to the customer nominated contact followed by an elapsed period of four hours.
- **“Lead Time”** means the elapsed time between customer notice and the commencement of maintenance activities.
- **“Notice Period”** means the elapsed time following a customer notice before effort may begin.
- **“Maintenance Window”** means a period in time used for the purpose of maintaining the hardware and software used.

## Service Description

- ADSL2+ services provide connectivity to the Telarus network from the customer’s premises for the purpose of transmitting and receiving information by means of “Internet Protocol (IPv4)” (IPv4). Network connectivity is provisioned on a metallic wire pair usually used as a standard telephone line.
- ADSL2+ services are offered using shared access networks. Data transfer rates, latency, latency variation (jitter) and line attenuation are dependent upon a number of factors, are not guaranteed and may vary from time to time. ADSL2+ services are contended; the ratio of this contention varies from one geographic region to another and may change within a service contract period. ADSL2+ services may not be suited to some applications that are sensitive to such network parameters. Further, Quality of Service (QoS) features are not available upon ADSL2+ services.
- ADSL2+ services are provided by way of third-party ADSL2+ access networks from multiple tier one and two carriers.
- ADSL2+ services are not guaranteed to always be available, a Service Level Agreements for availability, fault response and resolution is included in this service schedule.
- Telarus provides ADSL2+ services upon the basis of a “Managed Service”. Telarus will supply and configure Customer Premises Equipment (CPE) for each ADSL2+ service in line with agreed customer requirements and Telarus standards.
- Telarus ADSL2+ services may be purchased for the purpose of connecting to either the Internet or a virtual private network (VPN).
- ADSL2+ services provide up to 20Mbps downstream (towards the customer) and 1Mbps upstream. The typical downstream capacity is approximately 12Mbps, and the minimum capacity is at least 880Kbps. Services will synchronise to the highest technically achievable line-rate upon the customers Qualified Telephone Line.

## Provision of Services

- ADSL2+ services may not be available in every location due to a number of factors including but not limited to network topology, cable distance, availability of unused cable pairs, and the presence of an incompatible service.
- Telarus ADSL2+ services are LSS services (“Co-Existent Services”) and the ADSL2+ service is provided upon the same copper cable pair as an existing PSTN service.

- A service location is primarily defined by the PSTN service number, also known as a Full National Number (FNN).
- Co-Existing services may not be compatible with some telecommunication options existing on the PSTN line. These options, if currently operating, must be discontinued before an ADSL2+ service can be ordered and following the connection of the ADSL2+ service, these incompatible telecommunications options will no longer be available.
- Incompatible telecommunications options include but are not limited to: priority assistance, auxiliary numbers associated with FaxStream Duet and EasyCall Multiple Number Service, ISDN services and some answering and fax machine models. A list of known incompatible telecommunications options with ADSL2+ is published at <http://telstrawholesale.com.au/download/document/data-access-incompatibleproducts-1.pdf> . This list will be updated from time to time.
- Co-Existing Services may require line-filtering equipment to be installed by the customer. Where an alarm or medical monitoring service or other hard-wired device is connected to the PSTN line, or more than three telephone devices are connected, a central filter/splitter must be installed at the customers expense. Failure to install appropriate filters may result in the ADSL2+ service being interrupted and/or the ADSL2+ service interrupting or interfering with the other services co-existing on the PSTN line.
- ADSL2+ services do not include the provision of cabling beyond the Network Boundary Point at each customer location. Customers are advised to check the availability of cabling within the intended customer location between the Network Boundary Point and desired location of Customer Premises Equipment.
- Where additional cabling from the Network Boundary Point is required, the customer accepts responsibility for these works; and:
  - Cabling work within NBP's/MDF's/IDF's, including installation of splitters/filters and cabling, must be performed by a registered cabling contractor (see <http://www.acma.gov.au>);
  - It is the customers responsibility to ensure compliance with all Australian cabling standards and guidelines;
  - To the extent permitted by law, Telarus excludes all liability to the customer howsoever caused, whether it be in contract, tort, statute or at general law, for any loss suffered by the customer in connection with the installation; and
  - The customer indemnifies Telarus for any loss or damage suffered by Telarus in connection with the installation activities.
- The customer may request a Service Qualification Check prior to submitting a Service Order to determine availability and or suitability of the PSTN line for ADSL2+ services. Telarus reserves the right to reject a Service Order if the PSTN line does not pass the Service Qualification Check.
- If the customer already has a DSL service with another supplier upon the nominated PSTN line, then under some circumstances Telarus may be able to move (Churn) the customer's service to the Telarus network without requiring a new connection to be made.

## Fees and Charges

Each ADSL2+ service may be subject to service charges in addition to the monthly re-occurring charges. The customer must pay all fees detailed in the ADSL2+ Service Order, applicable to each service unless otherwise agreed by means of Customer Specific Terms. The price is provided on application.

## Ordering and Provisioning

- The standard provisioning interval for ADSL2+ services is 10 business days, commencing on the business day following acceptance of the order by Telarus.
- Telarus will use all reasonable endeavours to provide each ADSL2+ service on the customer requested date, specified in the service order. In many cases Telarus will rely upon third parties to provide or supply equipment, access, circuits or cross-connects and therefore Telarus will not be liable for any delay installing the service. Dates specified in the service order are targets only. Telarus will provide the customer an estimated Ready For Service date (eRFS) and keep the customer informed as to order progress throughout the provisioning process.
- Each Service Order contains a number of information fields essential to the timely delivery of ADSL2+ services. These fields identified by an asterix "\*" symbol upon the Service Order are required information fields. Omission of these fields may delay the issuing of an eRFS date until such time the required information is provided by the customer. Telarus is not liable for service provisioning delays caused by the omission of required information fields upon a Service Order.

## Term and Commencement

- Each ADSL2+ service will be supplied for the term specified in the Service Order, which may not be less than 12 Months.
- Once Telarus confirms that an ADSL2+ service is Ready For Service, Telarus will notify the customer contact identified upon the Service Order via email.
- The term for each ADSL2+ service commences on the RFS date unless otherwise agreed in writing by both parties.

## Service Order Cancellation

A customer may request the cancellation of a Service Order at any time. Such requests must be communicated in writing by way of email communication to [customer.service@telarus.com.au](mailto:customer.service@telarus.com.au). A request for Service Cancellation is deemed to have been received upon written acknowledgement of the request from Telarus.

For each discrete Service Order the Minimum Term nominated will be upheld. Where the cancellation of a Service Order is requested prior to the elapsed Minimum Term identified upon the Service Order, the customer will be required to pay all remaining monthly reoccurring charges and any incurred once off charges.

Where the cancellation of a Service Order is requested after the elapsed Minimum Term identified upon the Service Order, the cancellation date will be 30 calendar days from receipt of the request for Service Order Cancellation.

Customers will remain liable for all service charges identified upon the Service Order and within this service schedule until and including Service Cancellation Date.

## Service Order Withdrawal

A customer may request the withdrawal of a Service Order no later than 3 business day prior to the Estimated Ready For Service (eRFS) date. Any request after this time may be accepted or declined at the sole discretion of Telarus. Such requests must be communicated in writing by way of email to "[customer.service@telarus.com.au](mailto:customer.service@telarus.com.au)". A request for ADSL2+ Service Order Withdrawal or ADSL2+ Late Service Order Withdrawal is deemed to have been received upon written acknowledgement of the customer's request from Telarus.

A fee is chargeable for each Service Order withdrawn as indicated within the Schedule of Fees.

## Service Levels

Telarus ADSL2+ network services are supplied with 24 \* 7 technical support. In the event a customer requires technical assistance the following targets apply.

### Response Time

In the event a customer requires technical assistance, customers must contact the Telarus Network Operations Centre (NOC) via one of the defined service channels appropriate to the severity and current time of day.

Time of Day	Service Channel	Response Time
Support Hours	Telephone - NOC	5 Minutes
After Hours	Pager – NOC	30 Minutes
Support Hours	Email – NOC	60 Minutes
After Hours	Email – NOC	Next Business Day

### Technical Support

Technical support services are prioritised by severity and performed upon the basis of the below defined targets. Following the appropriate response time, Telarus effort is provided inline with customer nominated severity.

Severity	Effort	Restoration Target
Severity 1	24 Hours	Not Applicable
Severity 2	24 Hours	Not Applicable
Severity 3	24 Hours	Not Applicable
Severity 4	24 Hours	Best Effort
Severity 5	Support Hours	Best Effort

Where the severity of a technical support request is ambiguous, Telarus will provide support on a 24 Hour Basis until such time a severity is agreed by both Telarus and the customer. If the nominated severity is deemed to be inappropriate, Telarus may downgrade or upgrade the nominated severity. In the event multiple technical support requests are received in parallel, effort will be prioritised in order of severity. Multiple technical support requests of like severity will be addressed in parallel.

Technical support is provided for each of the service resources, being physical, logical or both. Refer to the product description for definition and description of each service resource. Technical support beyond that of the service resource may be provided at the discretion of Telarus.

### Escalation

A customer may at any time request that a service request be escalated to Telarus management. This request may be verbal or in writing through a specified Telarus service channel. All requests for escalation will be responded to without delay.

### Service Maintenance

Maintenance and upgrades are essential to the ongoing reliability and security of any technology service. Maintenance activities will be required from time to time, some of which will be service impacting. Where possible, Telarus will perform these activities within scheduled maintenance windows after customer notice has been provided.

Maintenance activities will be performed by Telarus under the three defined criteria.

- Hazard Notification
- Scheduled Maintenance
- Emergency Maintenance

Maintenance Type	Minimum Notice Period
Hazard	12 Hours
Scheduled	7 Days
Emergency	Best Effort

All maintenance activities are performed under the Telarus change control processes.

## Service Availability & Rebates

The Service Level Availability target represents the percentage of time the ADSL2+ service is expected to be available to the customer during a given month.

The following time periods are excluded from the unavailable time calculation: (Excluded Hours)

- Scheduled Maintenance
- Any remediation activities to provide a safe work environment.
- Unavailable time caused by force majeure;
- Unavailable time caused by suspension or termination of the service as required by law or as otherwise permitted in the Standard Form of Agreement;
- Unavailable time resulting from a customer request for scheduled maintenance.
- Unavailable time resulting from an electrical failure at the customers premises.

Telarus offers a service availability target of 99% within any given calendar month for ADSL2+ services.

Service availability rebates are calculated in accordance with the formula defined below:

- Service Hours = Total Hours in Calendar Month – Excluded Hours
- Measured Availability = Service Hours – Unavailable Hours
- Service Level Availability = Measured Availability / Service Hours \* 100

### Rebates Due To Service Unavailability

When service level availability falls below 99% for each discrete service resource, a rebate will be calculated as a proportion of the monthly recurring charge and will be applied as a credit to the account that the service resides upon. Such rebates will be calculated according to the following:

Total Unavailable hours in any month	% rebate of the Monthly Recurring Charge
More than 1 hours but less than 4 hours	0%
More than 4 hours	0%

Claims under this SLA must be made within twenty (20) business days of restoration of the fault. Customers should submit claims in writing to their Account Executive.



## Customer Agreement

- Telarus is only able to provide ADSL2+ services if the customer has, and continues to have, a Qualified Telephone Line over which Telarus or a reseller of Telstra supplies a Standard Telephone Service.
- Connection of the service will mean that incompatible products from Telarus or other service providers will not be supplied on that Qualified Telephone Line.
- If customers are using incompatible products, Telarus will not be able to supply the ADSL2+ service on the relevant Qualified Telephone Line.
- Connection of an Alarm or Medical Monitoring Service may cause temporary disruption to an ADSL2+ service.
- Where a customer has or is acquiring an Alarm or Medical Monitoring Service the customer may need to install additional equipment to be able to receive the ADSL2+ service. The supply, installation and maintenance of any such equipment is not at the cost of Telarus.
- Telarus may at any time change the delivery method or supplier of ADSL2+ services.
- During the churn of an ADSL2+ service to Telarus there may be a brief period when the service may be interrupted. Telarus and its suppliers are not liable for any interruption or delay in the churn process.
- Neither Telarus nor its suppliers are liable to the customer in any circumstances, including negligence, in relation to any service supplied to the customer, any delay in supplying the service or any failure to supply the service.
- The customer agrees to comply with the Telarus “Acceptable Use Policy” available from [www.telarus.com.au/terms.html](http://www.telarus.com.au/terms.html)
- Telarus or its suppliers may suspend or re-configure an ADSL2+ service if any of the events specified in this agreement occur, and whether or not this occurs, the customer remains liable for use of the service.
- The customer releases Telarus from all liability and indemnifies Telarus against all loss suffered by the customer in connection with any claims made or actions brought against Telarus (including by 3<sup>rd</sup> parties) arising from:
  - Disruption in the Standard Telephone Service or other services provisioned on the same copper cable pair;
  - Unavailability, suspension or cancellation of any customer service;
  - Cancellation of, or refusal to provide all incompatible products; or
  - Possible breaches of the Telecommunications Standard 2011 in respect to an “End User” to the extent that the loss is caused by the provision, transfer or cancellation of all or in part of the ADSL2+ service.
- The customer acknowledges that Telarus has certain obligations to assist law enforcement and other government agencies, including a requirement to ensure it is capable of intercepting a communication passing over its network of facilities.