

Service Terms – Metro Ethernet

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Introduction

These Service Terms are for the supply of Metro Ethernet 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 Metro Ethernet 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.
- **“Internet Protocol (IPv4)”** refers to Internet Engineering Task Force (IETF) publication RFC 791.
- **“Metro Ethernet”** is a generic description for a communications service utilising Ethernet technologies and facilitated upon an optical fibre cable to the customers premises. This service may or may not be built to a defined standard such as those established by the “Metro Ethernet Forum”;
- **“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.
- **“Contention” or “Contended”** means that the sum off all Mid-Band Ethernet service data transfer capabilities cannot be supplied simultaneously.
- **“Service Modification”** means a change in the services operating parameters or features including, speed, interface type, QoS, VLAN’s.
- **“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.
- **“Metro Ethernet, Order Withdrawal”** means a service order withdrawn by the customer greater than 10 business days prior to the eRFS date.
- **“Metro Ethernet, Late Order Withdrawal”** means a service order withdrawn by the customer more than 10 business days prior to the eRFS date and no less than 5 business days prior to the estimated eRFS date.
- **“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 customers property, necessary for the delivery of the Service.
- **“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 Mid-Band Ethernet product description.

- **“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 20% 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	support@telarus.com.au	Support Hours	Severity 4 & 5
Pager – NOC	1300 788 848	After Hours	Severity 1 to 5

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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, 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

- Metro Ethernet 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 upon optical fibre cable.
- Metro Ethernet services are offered using shared but uncontended access networks. Data transfer rates, latency, latency variation (jitter) are dependent upon a number of factors, are guaranteed to operate within a defined range and may vary from time to time. Metro Ethernet services are not contended.
- Metro Ethernet services are provided by way of third-party access networks from multiple tier one and two carriers.
- Metro Ethernet services are not guaranteed to always be available. Service Level Agreements for availability, fault response and resolution is included in these Service Terms.
- Telarus provides Metro Ethernet services upon the basis of a “Managed Service”. Telarus will supply and configure Customer Premises Equipment (CPE) for each Metro Ethernet service in line with agreed customer requirements and Telarus standards.
- Telarus Metro Ethernet services may be purchased for the purpose of connecting to either the Internet or a virtual private network (VPN).
- Metro Ethernet services may provide up to 1Gbps downstream (towards the customer) and 1Gbps upstream.

Metro Ethernet - Performance Metrics

Distance	Latency	Jitter	Frame Loss
0 – 160km	< 10ms	< 5ms	< 0.01%
161 – 1,600km	< 25ms	< 8ms	< 0.01%
1601 – 16,000km	< 48ms	< 12ms	< 0.01%

Distance is measured for the customer’s premises to the nearest Telarus POP

Valid where product aggregation point is local to customer premise

Service requiring regional or interstate connectivity will experience additional latency

Provision of Services

- Metro Ethernet services may not be available in every location due to a number of factors including but not limited to network topology, availability of optical cables, cable duct capacity and exchange capacity.

- A service location is primarily defined by the Business / property name and street address.
- Metro Ethernet services do not include the provision of cabling beyond the property boundary at each customer location. Cabling beyond this point to the customer nominated location for service installation, may be subject to Fee for Service.
- A site inspection and feasibility study is required to identify if Fee for Service charges are likely to be incurred. Any estimate identified under a feasibility study is not a guarantee and is subject to change.
- Where Fee for Service charges are applicable, the customer acknowledges;
 - Cabling work within NBP's/MDF's/IDF's, including installation 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 Feasibility Study prior to submitting a Service Order to determine availability and or suitability of the site for Metro Ethernet services. Telarus reserves the right to reject a Service Order if the site does not pass the Feasibility Study.

Fees and Charges

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

Provisioning of Services

- The standard provisioning interval for Metro Ethernet services is 60 to 90 business days, commencing on the business day following acceptance of the order by Telarus.
- Telarus will use all reasonable endeavours to provide each Metro Ethernet 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 Metro Ethernet services. These fields identified by an asterisk "*" 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.
- Customers are required to provide a suitable physical location within their premises for the installation of the Metro Ethernet service. This location should be available at the time of submitting a Service Order with Telarus.
- The installation location should include the following;
 - A suitable location for the installation of customer premises equipment such as a shelf within a communications rack, clear bench top or ventilated cupboard.

- Safe and clear access to the installation location.
- Two - 240v AC mains power outlets in close proximity to the installation location.
- Telarus offers two options for the installation of Customer Premises Equipment as nominated upon the Service Order.
- Where Professional Installation is nominated upon a Service Order, Telarus will dispatch a technician to the customer's premises, install equipment and test the services for performance against each of the operating parameters. Upon successful completion of these installation activities the service will be declared Ready for Service.
- Where Self Installation is nominated upon a Service Order, the customer is required to provide a technical resource and equipment necessary to install the Customer Premises Equipment and test each service.
 - The customer is required to.
 - Supply a suitable skilled technical resource for the duration of installation and testing efforts.
 - Receive, Unpack and connect any CPE to the Telarus and customer networks.
 - Supply, connect, configure and operate a laptop computer for the purpose of participating in a remote desktop session with Telarus engineers.
- If the customer is unable or unwilling to fulfil their obligations under Self Installation, delivery of the Service Order will be completed under the Professional Install process and applicable fees charged to the customer.

Term and Commencement

- Each Metro Ethernet service will be supplied for the Minimum Term specified upon the Service Order, which may not be less than 12 Months.
- Once Telarus confirms a Metro Ethernet service is Ready For Service, Telarus will notify the customer contact identified upon the Service Order via email.
- The term for each Metro Ethernet service commences on the RFS date and continues for the number of calendar months identified upon the Service Order.

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. A request for Service Cancellation is deemed to have been received upon written acknowledgement of the request from Telarus.

For each Service Order the Minimum Term nominated upon the service order 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 Minimum Term identified upon the Service Order has elapsed, 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 the Service Cancellation Date.

Service Order Withdrawal

A customer may request the withdrawal of a Service Order no later than 5 business days 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". A request for Metro Ethernet Service Order Withdrawal or Metro Ethernet Late Service Order Withdrawal is deemed to have been received upon written acknowledgement of the customer's request from Telarus.

Fees are payable by the customer for the withdrawal of a service order as defined in the below table. The service order withdrawal charge is calculated as a percentage of the installation charge defined within the Schedule of Fees. See the price book of Metro Ethernet for details.

If Fee for Service activities have been undertaken prior to the Telarus acceptance of a Metro Ethernet Service Order Withdrawal or Metro Ethernet Late Service Order Withdrawal, the customer will remain liable for any Fee for Service activities up to and including the date a Metro Ethernet Service Order Withdrawal is accepted.

Service Levels

Telarus Metro Ethernet 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	4 Hours
Severity 2	24 Hours	4 Hours
Severity 3	24 Hours	4 Hours
Severity 4	24 Hours	8 Hours
Severity 5	Support Hours	24 Hours

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 by Telarus 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 Metro Ethernet 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 99.9% within any given calendar month for Metro Ethernet 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 99.9% 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	15%
More than 4 hours	30%

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 may at any time change the delivery method or supplier of Metro Ethernet services.
- 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
- Telarus or its suppliers may suspend or re-configure a Metro Ethernet 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 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 or facilities.