

## Service Terms – NBN Data

Version 1.0 – February 2014

This document contains confidential information. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not disclose this information to any other person outside the customers organization without written consent from Telarus Pty Ltd.

## Introduction

These Service Terms are for the supply of NBN Data network services between the Telarus network and Customers premises located within Australia. 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 NBN 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 by Telarus.
- **“Service Address”** means a geographic location, identified by the property name, street number, street name, suburb and post code, occupied by the Customer, to which the NBN Data service will be connected.
- **“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.
- **“NBN” or “NBN Co”** means National Broadband Network Limited.
- **“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.
- **“Point Of Interconnection (POI)”** means a geographic location at which NBN Co aggregates customer access services and hands them off to Telarus or its suppliers.
- **“Backhaul”** means the carriage infrastructure between a POI and the Telarus network.
- **“LSS (Line Share Service)”** means a co-existence of multiple telecommunication services upon a single standard telephone line.
- **“Contention” or “Contented”** means that the sum of all NBN service data transfer capabilities cannot be supplied simultaneously.
- **“NBN Ready for Service”** means a time in which connection of Customers premise to the NBN may be possible.
- **“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.
- **“NBN Order Withdrawal”** means a service order withdrawn by the customer greater than three business days prior to the eRFS date.

- **“NBN 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 NBN 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 customers 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 788 858	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 788 858	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

- NBN Data 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 may be provisioned upon a optical fibre cable, metallic wire pair usually used as a standard telephone line or fixed wireless technology.
- Telarus does not offer NBN Data service via satellite technologies.
- NBN Data 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.
- NBN Data services are contended; the ratio of this contention varies from one geographic region to another and may change within a service contract period.
- NBN Data 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 NBN Data services.
- NBN Data services are provided by way of the NBN Co access networks from the Customers Premises to a Point Of Interconnection (POI) as identified upon the NBN Co web site. From the Point Of Interconnection, backhaul services are used to connect the Telarus Network.
- NBN Data services are not guaranteed to always be available, a Service Level Agreements for availability, fault response and resolution is included in these Service Terms.
- Telarus provides NBN Data services upon the basis of a “Managed Service”. Telarus will supply and configure Customer Premises Equipment (CPE) for each NBN Data service in line with agreed customer requirements and Telarus standards.
- Telarus NBN Data services may be purchased for the purpose of connecting to either the Internet, a virtual private network (VPN) or the Telarus voice network.
- NBN Data services are available in four access speed variants:

Service Speed	Download	Upload
12M / 1M	12 Mbps	1 Mbps

25M / 5M	25 Mbps	5 Mbps
50M / 20M	50 Mbps	20 Mbps
100M / 40M	100 Mbps	40 Mbps

## Provision of Services

- NBN services are available only in areas that have been declared by NBN Co as NBN Ready For Service. Availability is subject to further limitations due to a number of factors including but not limited to network topology, building type and cable capacity.
- NBN Co provides an overview of the installation process within a Service Address and is updated from time to time. This is available at <http://www.nbnco.com.au/get-an-nbn-connection/home-and-business.html>.
- Each Service Address upon acceptance of a Service Order by Telarus, is qualified with NBN Co to identify what works are required to complete Installation. Each Service Order is then associated with one of the below categories. Lead times and customer obligations to facilitate the Installation will vary depending upon the Service Order category.

Category	Description
Cat 1	The Customer site is currently not serviceable
Cat 2	A Drop Fiber and Network Termination Device(NTD) installation is required
Cat 3	A Network Termination Device(NTD) Installation is required
Cat 4	Service provisioning only is required

- Cat 1
  - If NBN Co determines the site is Cat 1 (currently not serviceable). Telarus will notify the Customer and cancel the Service Order.
- Cat 2
  - Installation of NBN Data services requires the consent of the property owner or body corporate if a strata title exists.
  - If a Customers is not the owner of the Service Address identified upon a Service Order, written consent must be obtained from the property owner, by the Customer upon the form in Appendix A of these Service Terms. This written consent must be supplied to Telarus before a Service Order can be accepted by Telarus. All Services Orders received without written consent by the property owner, will be held for no more than 30 days from the date of signature. After which time the Service Order will be cancelled by Telarus.
  - If a Customer is the property owner of the Service Address as identified upon a Service Order, Telarus deems signing of the Service Order to be written consent for installation.
  - A full day appointment will be required for installation of the NBN Co NTD. During this time the Customer is required to provide supervised access to the Service Address.
  - Typical Lead Time for all Cat 2 installations is 20 Business Days.
- Cat 3
  - Installation of NBN Data services requires the consent of the property owner or body corporate if a strata title exists.
  - If a Customers is not the owner of the Service Address identified upon a Service Order, written consent must be obtained from the property owner, by the Customer upon the form in Appendix A of these Service Terms. This written consent must be supplied to Telarus before a Service Order can be accepted by Telarus. All Services Orders received without written consent by the property owner, will be held for no more than 30 days

- from the date of signature. After which time the Service Order will be cancelled by Telarus.
- If a Customer is the property owner of the Service Address as identified upon a Service Order, Telarus deems signing of the Service Order to be written consent for installation.
  - A Four hour appointment will be required for installation of the NBN Co NTD. During this time the Customer is required to provide supervised access to the Service Address.
  - Typical Lead Time for all Cat 3 installations is 15 Business Days.
- Cat 4
    - All required NBN Co equipment is existing within the Service Address.
    - Standard Self Install CPE conditions apply.
- Customers are required to provide a suitable physical location within their premises for the installation of the NBN Data 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 and NTD 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.
  - NBN Data services do not include the provision of cabling beyond the Customer nominated NBN installation location. Customers are advised to check the availability of cabling within the Service Address between the NBN installation location and desired location of Customer Premises Equipment.
  - Where additional cabling from the NBN installation location 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 Customer site for Telarus NBN Data services. Telarus reserves the right to reject a Service Order if the Customer site does not pass the Service Qualification Check.
  - If the customer already has an NBN service with another supplier within the Service Address, then Telarus will provide it's NBN Data Service in parallel to the existing service provider, up to a maximum of four concurrent services.
  - 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 the supplied 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.

## Fees and Charges

Each NBN 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.

## Ordering and Provisioning

- Telarus will use all reasonable endeavours to provide each NBN service on the customer requested date, specified in the service order. Telarus will rely upon third parties including NBN Co 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 NBN 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 NBN service will be supplied for the term specified in the Service Order, which may not be less than 6 Months.
- Once Telarus confirms that an NBN service is Ready For Service, Telarus will notify the customer contact identified upon the Service Order via email.
- The term for each NBN 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 NBN Service Order Withdrawal or NBN 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 NBN 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 NBN 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 NBN 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

- 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 use the NBN Data 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 NBN Data services.
- Telarus does not offer the option of churning ADSL2+ or other data service to an NBN Data service. All NBN Data services are installed as a new service.
- 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 a NBN Data 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 NBN Data 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.