

## Service Terms – Network Monitoring System 2.0

Version 1.0 – September 2014

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## Introduction

These Service Terms are for the supply of NMS 2.0 services as Telarus Managed service for customers within Australia and or New Zealand. Further, it defines the metrics under which the product is supplied, operated and support services are offered.

These service terms will apply to the first and any subsequent Service Order of NMS 2.0 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.
- **“Simple Network Management Protocol (SNMP)”**  
Refers to Internet Engineering Task Force (IETF) publication RFC 3413.
- **“NMS 2.0”**  
Means Network Monitoring System - Version 2.0.
- **“Node”**  
Means an element of a physical device which forms part of a Telarus Customer solution and which is subject to monitoring through NMS 2.0.
- **“IaaS Host”**  
Means compute and memory resources provided by Telarus as dedicated blade hardware which is presented to the customer as virtualised resources.
- **“Interface”**  
Means the physical point of interconnection between Node and a Virtual Private Network.
- **“Probe”**  
Means a system which collects monitored data from a Node.
- **“CPE”**  
Means Telarus certified customer premises equipment that is place between customer LAN and Telarus VPN network.
- **“Portal”**  
Means NMS 2.0 website or other URL Telarus notify from time to time.
- **“Virtual Machine “**  
Means a computer server operating system environment which has been built upon virtualised physical hardware infrastructure.
- **“Virtual Private Network (VPN)”**  
Means a logical routing and switching domain for the transmission of communications upon the IP Protocol.
- **“Ticket Number”**  
Means a unique identification number assigned to a Service Request.

- **“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.
- **“NMS 2.0 Order Withdrawal”**  
Means a service order withdrawn by the customer greater than three business days prior to the eRFS date.
- **“NMS 2.0 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 NMS 2.0 Service 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 30% of its defined operating parameters.
- **“Service Request”**  
Means a request for assistance, submitted by the customer through a Telarus service channel.
- **“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 5:30pm, 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

- NMS 2.0 is a system used to monitor compute resource and network performance and availability.
- NMS 2.0 provides monitoring and notifications of Nodes within a customer Virtual Private Network or IaaS environment.
- NMS 2.0 will monitor Nodes which include (i) the Interface of Virtual Private Network attached CPE and (ii) IaaS Host.
- NMS 2.0 services are provided by way of a dedicated Virtual Machine running a discrete network monitoring application which provides monitoring and reporting services.
- An NMS 2.0 Probe Virtual Machine runs upon shared computing resources within Telarus infrastructure .
- Performance and availability of NMS 2.0 are dependent upon a number of factors and may vary from time to time.
- Access to NMS 2.0 is provided to the customer via an http (web browser) enabled h they may access from RFC1918 IP space within their Telarus Virtual Private Network solution.
- Telarus may access the NMS 2.0 service to assist with support and monitoring within our Network Operations Centre and other service related networks.
- NMS 2.0 services are not guaranteed to always be available. Service Level Agreements for availability, fault response and resolution are included in these Service Terms.
- Notifications will occur based on certain conditions including service utilisation and availability as well as other conditions.
- Notifications shall be sent in a manner as determined by Telarus which may include email or SMS. Events for which notifications will be sent are defined by Telarus and may change.
- NMS 2.0 monitors supported Nodes which Telarus define within our managed solutions and these may change from time to time. Where changes do occur, Telarus will endeavour to provide 14 days notice

## Excluded Services

NMS 2.0 monitoring and notifications is excluded from the following devices does not include any of the following:-

- Virtual Private Network CPE that do not support SNMP Protocol.
- 3G Services, Voice Services and Internet Services are not included as part of NMS 2.0 monitored Nodes.
- CPE that is not supplied and managed by Telarus .
- Colocation services which do not include a Telarus CPE.

## Fees and Charges

- Fees are based on the number of Nodes to be monitored. A customer must subscribe to a bundle which is equal to or greater than the number of Nodes to be monitored.
- Each NMS 2.0 service may be subject to service charges in addition to the monthly recurring charge.
- The customer must pay all fees detailed in the NMS 2.0 Service Order, applicable to each service unless otherwise agreed by means of customer specific terms.
- The price is provided on application.

## Provision of Services

- NMS 2.0 services bundled with a communications service will be subject to a provisioning interval of the communication service, with the NMS 2.0 provisioning interval occurring in parallel.
- Any dates specified in the service order relating to service provisioning are targets only.
- Telarus will provide the customer an estimated Ready For Service date (eRFS) and keep the customer updated on the order progress throughout the provisioning process.

## New solution including NMS 2.0

- NMS 2.0 services which are ordered by a Customer as part of a Telarus Virtual Private Network or IaaS solution will be provisioned within a timeline based upon supply and handover of the services to be monitored by NMS 2.0. Completion of NMS 2.0 will be targeted to occur prior to handover of the monitored services.

## NMS 2.0 applied to existing solution

- Where a customer submits an order for NMS 2.0 to be applied to an existing Telarus Virtual private Network or IaaS solution which does not already include NMS 2.0, Telarus will provision NMS 2.0 within 10 business days of Service Order acceptance.

## Move, add, change, delete within an existing NMS 2.0 service

- For any move, add, change or delete request, Telarus will require 5 business days to complete the request. All requests must be submitted through an approved Service Channel.

## Term and Commencement

- Each NMS 2.0 service will be supplied for the term specified in the Service Order, which may not be less than 12 months.
- NMS is deemed to be Ready for Service (RFS) when the Probe has been built and all provisioned elements which require monitoring have been added as Nodes. Customer access to the Probe will be available from local area network subnets within Virtual Private Network sites
- Once Telarus confirms that NMS 2.0 service is Ready For Service (RFS), Telarus will notify the customer contact outlined on the Service Order via email and provide instructions on how to connect to Portal along with the authentication details.
- The term for each NMS 2.0 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 email, over the phone, or in person.

Where Telarus accept the service cancellation request, the Customer will be sent a written acknowledgement (email) including a Ticket number for the cancellation task.

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 5 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 email, over the phone, or in person.

Where Telarus accept the service withdrawal request, the Customer will be sent a written acknowledgement (email) including a Ticket Number for the cancellation task.

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

## Service Levels

Telarus NMS 2.0 network service is supplied with access to 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	Business Hours	Best Effort

Where the severity of a technical support request is ambiguous, Telarus will provide support during Business Hours 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 and a suitable time negotiated with the customer.

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

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- 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 and Rebates

- There is no service availability rebates.
- Notifications will be provided upon best efforts basis.

## Customer Agreement

- Telarus or its suppliers may suspend or re-configure an NMS 2.0 service for any reason, the customer remains liable for use of the service.
- Telarus may choose to monitor additional Nodes within a customer solution. Where Telarus opt to do so these additional Nodes will not be counted against the customer subscribed Nodes.
- Telarus cannot guarantee that access to the NMS 2.0 Portal will be continuous, accessible at all times or fault-free, that any defects will be corrected, or that the services or the servers that make them available are free of viruses.
- For NMS 2.0 to provision effectively, Customer must provide Telarus with complete and correct information.
- 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)
- 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.
- Telarus may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Telarus or beyond the scope of services. Telarus is not liable for any failure or delay in performance due to any cause beyond its control.