

## ETHERNET MULTIPOINT SERVICE SCHEDULE

### 1 DEFINITIONS

**Additional Charge** means charges to be determined by Vocus on a time and materials basis in respect of installation of additional infrastructure or charges payable to a third party for the provision of the Ethernet Multipoint Service as the case may be.

**Customer** means the Customer, as set out in the relevant Service Order, and includes references to "You" and "Your".

**Customer Equipment** means equipment supplied by the Customer or equipment sold to the Customer by Vocus.

**Government Agency** means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or other statutory entity including but not limited to the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman and any other governmental or statutory body or authority.

**Interruption** in the supply of goods or a service means a delay in supplying, a failure to supply or an error, defect in the supply of, those goods or that service and **Interrupts** has a corresponding meaning.

**Premises** means location(s) at which Vocus provides the Ethernet Multipoint Service and locations to which Vocus needs to have access to supply the Ethernet Multipoint Service as specified in the Service Order.

**Service Delivery Point** means the location at which Vocus will install Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

**Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the Ethernet Multipoint Service.

**Standard Terms and Conditions** means Vocus' standard terms and conditions, available on the Vocus website at [www.vocus.com.au/legal](http://www.vocus.com.au/legal).

**Supplier Network** means any telecommunications network, equipment, facilities or cabling owned or controlled by a third party supplier.

**Service Order** means the Vocus service order for the Service.

**Vocus Equipment** means any equipment provided by Vocus to You for use in connection with the Services, other than equipment which You have purchased outright.

**Vocus Network** means any telecommunications network, equipment, or facilities, or cabling owned, controlled or utilised by Vocus.

**Vocus SLA** means Vocus' service level agreement as amended from time to time.

### 2 STANDARD TERMS AND CONDITIONS APPLY

- 2.1 The Service is subject to Vocus' Standard Terms and Conditions. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary.

### 3 SERVICE DESCRIPTION

- 3.1 This Service Schedule applies to the Ethernet multipoint service (**'Ethernet Multipoint Service'**).
- 3.2 The Ethernet Multipoint Service is a layer 2 Ethernet service delivered over fibre and/or copper depending on the Vocus Network infrastructure. The Ethernet Multipoint Service provides transparent layer 2 network connectivity between sites using 802.1Q VLAN trunking to provide secure end-to-end connections. VLAN tagging is done within the Vocus Network and is transparent to the Customer.
- 3.3 The Ethernet Multipoint Service offers connections at a range of bandwidths from 10 Mbps to 10000 Mbps (10 Gbps) and is available within the coverage area of Vocus' Network and where there is sufficient spare infrastructure capacity.
- 3.4 The Ethernet Multipoint Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if it is technically and commercially viable.

### 4 CONNECTION TO THE SERVICE

- 4.1 Service Interfaces currently supported are:

Service Interface	Interface Bandwidth	Specification	Max Distance of Customer Equipment from NTU
10BaseT	10 Mbps	IEEE 802.3 (UTP RJ45)	100m
100BaseT	100 Mbps	IEEE 802.3 (UTP RJ45)	100m
1000BaseSX	1000 Mbps	IEEE 802.3 (SMOF Connector)	SC Depends on optics

- 4.2 The Service Interface bandwidth must be equal to or greater than the bandwidth of the Ethernet Multipoint Service or Services provided via the Service Interface.

### 5 MULTIPLE SERVICES ON A SINGLE SERVICE INTERFACE

- 5.1 The following configuration options ("Options") are available:
  - (a) an individual Service Interface is only used for a single Ethernet Multipoint Service ("Option 1"); or
  - (b) multiple Ethernet Multipoint Services are presented on an individual Service Interface ("Option 2").
- 5.2 Option 1 is the standard arrangement. Option 2 is only available subject to design approval by Vocus.
- 5.3 Where Option 2 is used the Customer's Equipment must support the IEEE 802.1Q (VLAN tagging) standard and the bandwidth of any Service Interface must be equal to or greater than the aggregate bandwidth of the Ethernet Multipoint Services delivered over that Service Interface.

## **6 RATE LIMITING**

- 6.1 The speed of an Ethernet Multipoint Service is determined by the bandwidth of the Ethernet Multipoint Service and not by the bandwidth of the Service Interface except that the bandwidth of the Ethernet Multipoint Service Interface must be equal to or greater than the bandwidth of the Ethernet Multipoint Service or Services provided via the Service Interface. This is achieved via a traffic policing function configured for each Service Interface. Ethernet frames sent in excess of the policed rate are dropped and Vocus is not liable for any loss or reduction in transmission rates.
- 6.2 Where multiple Ethernet Multipoint Services are delivered over a single Service Interface the policing traffic rate is set to the aggregated bandwidth of the Ethernet Multipoint Services terminating over the Service Interface.
- 6.3 With respect to Ethernet Multipoint Services delivered over copper (including bonded DSL), the Customer acknowledges that:
- (a) the speeds available to Customer are dependent on factors outside of Vocus' control including, without limitation, distance from the exchange, phone line quality and hardware; and
  - (b) the speeds specified in the Service Order are not guaranteed although the Customer will receive the maximum speed supported on the line up to the specified speed as specified in the Service Order.

## **7 ADDITIONAL INFRASTRUCTURE**

- 7.1 If:
- (a) additional infrastructure is required to provision the Ethernet Multipoint Service and an Additional Charge is payable by Customer to Vocus for the Service; or
  - (b) Additional Charges are payable to a third party supplier for the Ethernet Multipoint Service;

Vocus will advise the Customer in writing that the Additional Charges will be applied to the service. Unless the Customer advises Vocus in writing within 10 days of being advised of the Additional Charge that it does not agree to pay the Additional Charge, then provisioning will continue and the Additional Charge will be payable. If the Customer advises Vocus that it does not agree to pay the Additional Charge then provisioning will cease and the Agreement will automatically terminate. In that event, the Customer must pay to Vocus all infrastructure and installation costs incurred by Vocus in connection with preparation for the provision of the Service including, without limitation, costs payable to Vocus' suppliers.

## **8 GENERAL**

- 8.1 The Ethernet Multipoint Service is available within the coverage area of Vocus' Network and where there is sufficient spare infrastructure capacity. The Ethernet Multipoint Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if technically and commercially viable.
- 8.2 Prior to the connection of any cabling to the Customer's Premises, the Customer must ensure that:

- (a) cabling at the Premises has been installed by a registered cabling service provider;
- (b) the Customer's Premises cabling meets minimum technical requirements as determined by Australian Communications and Media Authority; and
- (c) the Customer has obtained all necessary consents from the owner of the Premises.

8.3 Any equipment connected to the Ethernet Multipoint Service must comply with all applicable standards.

8.4 The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Vocus are within the Ethernet Multipoint Service before reporting the fault.

8.5 Vocus may vary the Service if reasonably required for technical, operational and commercial reasons.

## **9 SERVICE PROVISION**

9.1 Vocus will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Ethernet Multipoint Service in accordance with the service delivery targets set out in the Vocus SLA.

## **10 SERVICE LEVEL AGREEMENT**

10.1 Vocus will provide the Service in accordance with the Vocus SLA.

## **11 ADDITIONAL CHARGES**

11.1 In addition to the fees and charges disclosed in the Service Order, the invoice or such other fee disclosure document provided by Vocus to the Customer, additional charges may also be applicable including but not limited to the following:

- (a) If Vocus is requested by the Customer to provide the Ethernet Multipoint Service at a different site to the locations specified in the Service Order prior to the delivery of the Ethernet Multipoint Service, the Customer must pay Vocus' reasonable costs and fees arising from the change of site.
- (b) If the information the Customer provided to Vocus to determine the infrastructure and installation required was incomplete or inaccurate.

## **12 INSTALLATION AND EQUIPMENT**

### **Provision of Equipment**

12.1 Vocus shall provide a Service Interface at a Service Delivery Point at the Premises enabling the Customer to transmit and receive data by the connection of appropriate equipment to be supplied by the Customer.

### **Vocus Equipment**

12.2 Title in the Vocus Equipment is not transferred to the Customer and at all times is retained by Vocus. The Customer holds the Vocus Equipment as bailee for Vocus.

12.3 Risk in the Vocus Equipment shall pass to the Customer on delivery of the Vocus Equipment to the Customer's Premises.

12.4 The Customer is responsible for any damage to, or destruction or theft of the Vocus Equipment, except to the extent it is caused by Vocus. The Customer must keep the Vocus

Equipment in good repair and condition, excluding fair wear and tear and shall not sell, assign or permit any charge, lien, mortgage or encumbrance to be created in relation to it.

- 12.5 Unless otherwise agreed, the Customer must:
- (a) allow Vocus to service, modify, maintain, repair or replace the Vocus Equipment; and
  - (b) do all things reasonably required by Vocus to make clear the identity of the owner of the Vocus Equipment.
- 12.6 Where a failure of Vocus Equipment occurs, the Customer must notify Vocus as soon as reasonably practicable. Where the fault is an equipment fault, and has not occurred as a result of a failure by the Customer to comply with the terms of this Service Schedule in respect of equipment maintenance, Vocus will remedy the fault by repairing or replacing the equipment.

### **Customer Equipment**

- 12.7 The Customer must terminate all Ethernet Multipoint Services with a Layer 3 networking device such as a firewall or router. A Layer 3 switch may be used provided that the Service Interface which connects to the Vocus Network is configured as a Layer 3 interface and routes over this Service Interface.
- 12.8 The Ethernet Multipoint Service does not support use of Layer 2 networking devices as a Customer terminating unit.
- 12.9 Vocus is not liable for faults caused by third parties to Customer Equipment or other related services consumed by the Customer (e.g services not provided by Vocus).
- 12.10 The Customer is responsible for the configuration, maintenance and correct operation of any Customer Equipment it uses in conjunction with the Ethernet Multipoint Service and any third party services the Customer uses in conjunction with the Ethernet Multipoint Service.
- 12.11 The Customer may purchase equipment from Vocus for use in connection with the Service. Such equipment shall form part of the Customer Equipment for the purposes of the Agreement. Title to that equipment passes to the Customer when the Customer pays for it in full in cleared funds. Risk in that equipment passes to the Customer on delivery of the equipment to its nominated location. Vocus will use reasonable efforts to transfer to the Customer any manufacturer's warranty in any such equipment from the time title passes to the Customer.
- 12.12 The Customer acknowledges and accepts that Vocus is entitled under the Personal Properties Securities Act 2009 to register its interest in any equipment that Vocus supplies to the Customer as a purchase money security interest and the Customer waives its rights to receive a copy of any such registration including the Notice of Verification Statement.
- 12.13 The Customer must ensure that all Customer Equipment and its use in connection with the Service, complies with all laws, directions by a Government Agency and any reasonable directions by Vocus, otherwise Vocus may disconnect that Customer Equipment from the Ethernet Multipoint Service on giving reasonable notice or immediately in an emergency.

### **13 MAINTENANCE AND REPLACEMENT**

- 13.1 Vocus may in its discretion and for so long as it determines, replace any part of the Vocus Equipment or Ethernet Multipoint Service with similar equipment or service as may for the time be available. Any replacement shall be subject to the Agreement in the same way as if they comprised the original Vocus Equipment or Service offered.
- 13.2 Vocus may interrupt the Ethernet Multipoint Service or Vocus Equipment for the Scheduled Maintenance and will give advance notice to the Customer wherever possible.

### **14 PROVISIONS APPLICABLE TO THE SERVICE**

#### **Cooperation With Vocus**

- 14.1 The Customer must cooperate with Vocus and comply with its reasonable requests to allow Vocus to install equipment and establish and supply the Ethernet Multipoint Service to the Customer safely and efficiently. This includes (without limitation) meeting Vocus' reasonable requests, at no further cost to Vocus, to:
- (a) provide all necessary space and utility services (such as electricity, earthing and air conditioning) as reasonably required by Vocus for the installation, provision and proper operation of the Vocus Equipment and Customer Equipment and for the provision of the Service; and
  - (b) provide all necessary assistance to obtain all licenses, permits and other approvals required for the provision of the Ethernet Multipoint Service.
- 14.2 If Vocus is unable to fully provision the Services as a result of the Customer failing to provide anything reasonably requested by Vocus under clause 12.1, Vocus may give written notice of termination to the Customer and charge the Customer for any costs incurred by Vocus or work or equipment supplied.

#### **Customer's Use Of Service and Equipment**

- 14.3 Unless otherwise agreed in writing, the Customer shall not resell, hire, let or make available the Ethernet Multipoint Service for use in any way, including allowing access thereto, to any other person other than a person at the Premises exclusively for purposes directly related to the Customer's business.
- 14.4 Subject to the terms of the Agreement and unless otherwise agreed, the Customer must only use the Ethernet Multipoint Service for the communication of data between locations and sites for purposes directly related to its business.
- 14.5 The Customer must not use, or attempt to use, the Ethernet Multipoint Service:
- (a) For any improper or unlawful purpose or allow others to do so;
  - (b) In breach of any applicable Government Agency requirements, legislation and laws including but not limited to any privacy laws; copyright laws and telecommunications laws;
  - (c) In any way which damages, interferes with or Interrupts the Ethernet Multipoint Service, the Vocus Network or a Supplier Network;
  - (d) In any way which may damage any property or injure or kill any person; or

- (e) To transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted.

#### **Customer To Comply with Vocus' Directions**

14.6 The Customer acknowledges that:

- (a) where the Ethernet Multipoint Service is a carriage service, Vocus may be required to intercept communications over the Ethernet Multipoint Service as directed by an authorised entity; and
- (b) Vocus may monitor the Customer's usage of the Ethernet Multipoint Service and communications sent over it for the purposes of billing and network monitoring and management or as otherwise required by any law, legislation, or direction of any Government Agency.

14.7 Vocus may ask the Customer to stop doing something which Vocus reasonably believes is contrary to clauses 14.4 or 14.5. The Customer must immediately comply with any such request. If the Customer does not, then Vocus may terminate or suspend the Agreement or take any steps reasonably necessary to ensure compliance with clauses 14.4 and 14.5 or the request.

#### **15 SUSPENSION BY VOCUS**

15.1 Vocus may, upon reasonable notice, without liability and with immediate effect suspend the Ethernet Multipoint Service for as long as Vocus, acting reasonably, considers necessary:

- (a) to allow Vocus or a third party supplier to repair, maintain or service any part of the Vocus Network or Supplier Network used to supply the Ethernet Multipoint Service;
- (b) to remediate problems experienced interconnecting the Vocus Network with any Supplier Network; or
- (c) to comply with any law, protect any person, equipment or Vocus' Network, or enable authorised persons to attend to any emergency.

#### **16 TERMINATION**

16.1 Upon termination of the Ethernet Multipoint Service for any reason the Customer must give Vocus, its agents or employees reasonable access to the Premises for the purpose of disconnecting, dismantling and removing the Ethernet Multipoint Service and Vocus Equipment, and the Customer shall render all reasonable assistance to Vocus to enable it to do so.

16.2 Vocus must upon removal of the Ethernet Multipoint Service and Vocus Equipment make good to a reasonable standard any damage caused during the removal of the Ethernet Multipoint Service, but without any obligation to repaint or redecorate. This clause shall not apply if termination of the Ethernet Multipoint Service by Vocus occurs as a result of any breach of the terms of this Agreement by the Customer.

#### **17 CUSTOMER'S ACKNOWLEDGEMENT**

17.1 The *Telecommunication Act 1979 (Act)* (NBN Anti-Cherry Picking provisions) prevents Vocus from providing certain services to small businesses with less than 15 employees. An exception applies where the small business is also a carrier or carriage service provider as

defined in the Act. By agreeing to accept the service, the Customer represents and warrants to Vocus that either:

- (a) it has more than 15 employees; or
- (b) it is a carrier or carriage service provider, as defined in the Act.

17.2 If the Customer's number of employees falls to less than 15 at any time during the provision of the service, the Customer must notify Vocus in writing. In that event, if the Customer is not then a carrier or carriage service provider, Vocus will use its reasonable endeavours to transfer the service to a preferred wholesale supplier for the remainder of the term. If the customer does not accept the proposed transfer or Vocus is unable to source an appropriate wholesale supplier, the service will terminate and termination fees may be payable.