

Amcom IP VPN Service Specific Terms and Conditions

In addition to the Amcom General Terms and Conditions the following Amcom IP VPN Service (**Service**) Specific Terms and Conditions also apply.

1. SERVICE DESCRIPTION FOR IP VPN SERVICE

- 1.1 IP VPN Service will be delivered across the Amcom Network.
- 1.2 Multiprotocol Label Switching (**MPLS**) is a standard from the IETF (Internet Engineering Task Force) for including routing information in the packets of an IP network. MPLS is used to ensure that all packets in a particular flow take the same route over a backbone. MPLS delivers the quality of service required to support real-time voice and video as well as service level agreements.
- 1.3 The Managed IP VPN Service is a monitored and managed VPN service, offering bandwidth speeds from 2Mbit/s to 1Gbit/s. Amcom will provide to the Customer bandwidth speeds and a Managed Router as specified in the Application Form.
- 1.4 The IP VPN Service is a self- managed VPN service, offering bandwidth speeds from 2Mbit/s to 1Gbit/s. Amcom will provide to the Customer bandwidth speeds as specified in the Application Form. The Customer is responsible for the layer 3 router, both the supply, management and monitoring.

2. CONNECTION TO THE SERVICE

- 2.1 Service Delivery Point interfaces currently supported are:

Service Interface	Interface Bandwidth	Specification	Max Distance of Customer Equipment from NTU
10BaseT	2Mbit/s – 10Mbit/s	IEEE 802.3i 10BaseT	100m
100BaseT	11Mbit/s – 100Mbit/s	IEEE 802.3u 100BaseT	100m
1000Base T	101Mbit/s to 1000Mbit/s	IEEE 802.3ab 1000BaseT	100m

3. RATE LIMITING

- 3.1 The speed of the IP VPN Service is determined by the bandwidth of the IP VPN Service and not by the bandwidth of the Service Interface except that the bandwidth of the Service Interface must be equal to or

greater than the bandwidth of the IP VPN Service provided via the Service Interface.

- 3.2 With respect to the IP VPN Service delivered over copper (including bonded DSL,ADSL or mobile broadband (3G) Wireless (mobile broadband services), the Customer acknowledges that:
 - (a) the speeds available to Customer are dependent on factors outside of Amcom’s control including, without limitation, distance from the exchange, phone line quality and hardware;
 - (b) the speeds available to Customer over wireless are dependent on factors outside of Amcom’s control including, without limitation, coverage area, in-building reception and choice of antenna; and
 - (c) the speeds specified in the Application Form are not guaranteed although the Customer will receive the maximum speed supported on the line or over the air up to the specified speed as specified in the Application Form.

4. CUSTOMER EQUIPMENT

- 4.1 Amcom will supply and manage the router (UNI) for the Term.
- 4.2 On the expiry or termination of the IP VPN Service all equipment supplied by Amcom including the router must be returned to Amcom in accordance with the Amcom General Terms and Conditions.

5. ADDITIONAL INFRASTRUCTURE

- 5.1 If:
 - (a) Amcom advises the Customer that:
 - i. additional infrastructure is required to provision the Service and an Additional Charge is payable by Customer to Amcom for the Service; or
 - ii. Additional Charges are payable to a third party supplier for the IP VPN Service; and
 - (b) the Customer advises Amcom in writing within 10 days of being advised of the Additional Charge that it does not agree to pay the Additional Charge, then:

- i. provisioning will cease and the Contract is taken to be terminated; and
- ii. the Customer must pay to Amcom all infrastructure and installation costs incurred by Amcom in connection with preparation for the provision of the Service including, without limitation, costs payable to Amcom's suppliers.

6. WIRELESS BACKUP

- 6.1 Where the IP VPN Service is provided over mobile broadband and there is a data cap, if the Customer exceeds the cap excess usage charges may apply.
- 6.2 Amcom is not required to continue to provide the IP VPN Service if the data cap is exceeded and the Customer fails to pay any applicable excess usage charges.

7. GENERAL

- 7.1 The IP VPN Service is available within the coverage area of Amcom's Network and where there is sufficient spare infrastructure capacity. The IP VPN Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if technically and commercially viable.
- 7.2 Amcom reserves the right to refuse to connect any cabling at the Premises to the IP VPN Service unless:
 - (a) A registered cabling service provider installed the cabling at the Premises;
 - (b) The Customer's premise cabling is of sufficient quality to receive and transmit the Service;
 - (c) The Customer's premise cabling meets minimum technical requirements as determined by ACMA; and
 - (d) The Customer has obtained all necessary consents from the owner of the Premises.
- 7.3 Any equipment connected to the IP VPN Service must comply with all applicable ACMA and other standards.
- 7.4 The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Amcom are within the IP VPN Service before reporting the fault.
- 7.5 Amcom may vary the IP VPN Service if reasonably required for technical, operational and commercial reasons.
- 7.6 If the IP VPN back up or primary service cannot be delivered using existing antennas,

Amcom will notify the Customer. Amcom may provide additional cabling required to extend the antenna to an external location in order to deliver the Service at the Customer's request. Additional Charges are payable in order to install additional cabling and equipment.

- 7.7 The technology used for mobile broadband access (3G/4G) limits the ability to provide quality of service across the access component.

8. SERVICE LEVEL AGREEMENT

- 8.1 Amcom will provide the Service in accordance with the Service Level Agreement (if any).

9. DEFINITIONS

- 9.1 Terms that are capitalised in these Service Specific Terms and Conditions have the same meaning as in the Amcom General Terms and Conditions for the Service.
- 9.2 In this Service Specific Terms and Conditions, unless the context otherwise requires:
 - (a) **Additional Charge** means charges to be determined by Amcom 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 Service as the case may be.
 - (b) **Service Delivery Point** means the location at which Amcom will install Amcom Equipment necessary to provide the Service Interface as specified in the Application Form;
 - (c) **Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the Service; and
 - (d) **Service Level Agreement** means Amcom's standard service level agreement which is made available by Amcom to the Customer as is updated from time to time.