

Amcom Ethernet Service Specific Terms and Conditions

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

1. SERVICE DESCRIPTION

1.1 These Service Specific Terms and Conditions apply to the following:

- (a) Ethernet point to point service;
- (b) Ethernet multipoint service; and
- (c) Ethernet point to multipoint service.

(each a '**Service Type**' and together comprises the '**Service**').

1.2 The Service is a layer 2 Ethernet service delivered over fibre and/or copper depending on the Amcom Network infrastructure. The 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 Amcom Network and is transparent to the Customer.

1.3 The Service offers connections at a range of bandwidths from 10Mbps to 10000 Mbps (10 Gbps) and is available within the coverage area of Amcom's Network and where there is sufficient spare infrastructure capacity.

1.4 The 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.

2. CONNECTION TO THE SERVICE

2.1 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 SC Connector)	depends on optics

2.2 The Service Interface bandwidth must be equal to or greater than the bandwidth of the Service or Services provided via the Service Interface.

3. MULTIPLE SERVICES ON A SINGLE SERVICE INTERFACE

3.1 The following configuration options ("Options") are available:

- (a) an individual Service Interface is only used for a single Service ("Option 1"); or
- (b) multiple Services are presented on an individual Service Interfaces ("Option 2").

3.2 Option 1 is the standard arrangement. Option 2 is only available subject to design approval by Amcom.

3.3 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 Services delivered over that Service Interface.

4. RATE LIMITING

4.1 The speed of a Service is determined by the bandwidth of the 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 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.

4.2 Where multiple Services are delivered over a single Service Interface the policing traffic rate is set to the aggregated bandwidth of the Services terminating over the Service Interface.

4.3 With respect to Services delivered over copper (including bonded DSL), 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, physical line quality and hardware; and
- (b) the speeds specified in the Application Form are not guaranteed although the Customer will receive the maximum speed supported on the line up to the specified speed as specified in the Application Form.

5. CUSTOMER EQUIPMENT

5.1 The Customer must terminate all 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 Amcom Network is configured as a Layer 3 interface and routes over this Service Interface.

5.2 The Service does not support use of Layer 2 networking devices as a Customer terminating unit.

5.3 Amcom 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 Amcom).

5.4 The Customer is responsible for the configuration, maintenance and correct operation of any Customer Equipment it uses in conjunction with the Service and any third party services the Customer uses in conjunction with the Service.

6. ADDITIONAL CHARGES

6.1 If Amcom advises the Customer that:

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

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 provisioning will cease and the Contract is taken to be terminated.

available by Amcom to the Customer as is updated from time to time.

7. GENERAL

- 7.1 The Service is available within the coverage area of Amcom's Network and where there is sufficient spare infrastructure capacity. The 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 Service unless:
- (a) a registered cabling service provider installed the cabling at the Premises;
 - (b) the Customer's premise 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.
- 7.3 Any equipment connected to the Service must comply with all applicable Australian Communications and Media Authority 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 Service before reporting the fault.
- 7.5 Amcom will use all reasonable endeavours to support the Service in accordance with the Service Availability Targets set out in this Service Specific Terms and Conditions.
- 7.6 Amcom may vary the Service if reasonably required for technical, operational and commercial reasons.

8. SERVICE PROVISION

- 8.1 Amcom will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Service in accordance with the service delivery targets set out in the Service Level Agreement:
- 8.2 Amcom will use all reasonable endeavours to provide the Service in accordance with the Service Level Agreement.

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 quoted by Amcom on a time and materials basis in respect of installation of additional infrastructure or charges payable to a third party and quoted by Amcom for the provision of the Service as the case may be.
 - (b) **Amcom Network** means all infrastructure owned by Amcom or its suppliers utilised in order to deliver the provide the Service to the Customer.
 - (c) **Service Level Agreement** means Amcom's standard service level agreement which is made