

# Telstra Business Internet Telair Service Schedule

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This Service Schedule forms part of the Agreement between You and Telair.

## 1. Service Description

### 1.1 General

- (a) The Telstra Business Internet service, referred to hereon as the Service, allows You to achieve 'end to end' connectivity to the internet through Telair utilizing Telstra's network.
- (b) As part of the Service, Telair will arrange:
  - (i) the underlying access service (which is delivered over the Telstra network); and
  - (ii) one static IP address (being a single or dual stack static IP address).
- (c) The Service does not include the supply of a standard telephone service or other voice service by Telair.

### 1.2 Features

- (a) The Service is a complete, ready-built solution which delivers internet to standalone locations, on a site-by-site basis within the wide geographical coverage of Telstra's fibre Network Coverage Area. It offers high-quality service level agreement options with increased management and responsiveness to fault resolution to give peace of mind for Business Internet customers above and beyond support for traditional home users.
- (b) The Service may be provided by either one of the following access classes:
  - (i) Access Class (Standard): This access class offers symmetrical transmission speeds. A CIR:PIR ratio of up to 20:1 may be experienced in peak times.
  - (ii) Access Class (Premium): This access class offers symmetrical transmission speeds using a dedicated virtual local area network (VLAN) to carry the data traffic to Telair's Off-Net internet network, on a CIR:PIR ratio of 1:1.
- (c) CIR refers to the 'committed information rate' for the service and PIR refers to the 'peak information rate'. Telair does not guarantee to meet the CIR, PIR, CIR:PIR ratio, availability options or performance objectives. Technical limitations mean these are only targets.
- (d) You must select one of symmetrical transmission speed for the Service from the following available options:
  - (i) 20/20Mbps,
  - (ii) 50/50Mbps,
  - (iii) 100/100Mbps,
  - (iv) 200/200Mbps,
  - (v) 500/500Mbps,
  - (vi) 1000/1000Mbps.

### 1.3 Variations by Third Parties

Without limiting Telair's rights under any other clause of the Agreement, Telair may on written notice to You vary this Service Schedule or a Service Order (excluding the Charges) if a Third Party's supply terms or agreement with Telair is varied, terminated or replaced and as a result of that variation, termination or replacement, Telair considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

## 2. Service Attributes

### 2.1 Network Terminating Unit (NTU)

- (a) To provide the service, Telair will arrange connection of the Service, using cabling that Telstra will own and maintain, to one of the following points at or near the service delivery point:
  - (i) a distribution frame;
  - (ii) (where there is no distribution frame) a device serving a similar function to a distribution frame, located in a common area; or
  - (iii) (where neither (i) nor (ii) applies) a network termination device that Telair or Telair's supplier owns.
- (b) The NTU and related devices (including batteries) supplied by Telair, Telstra or a Third-Party Service Provider remain the property of Telair, Telstra or that Third-Party Service Provider.
- (c) The Network Boundary Point is Your side of the distribution frame or device, and unless You and Telair agree in writing otherwise:
  - (i) You are responsible for all cabling from the Network Boundary Point to Your equipment (e.g. router or firewall);
  - (ii) You are responsible for connecting Your equipment to the NTU to obtain connectivity to the Service; and
  - (iii) Any configuration required on Your equipment is Your responsibility. Telair or its agent will not configure nor conduct testing on that equipment.

### 2.2 UNI Attributes

- (a) The UNI is the port delivered on the NTU for You to interface with the Service. The following table outlines the UNI parameters that support the Service:

UNI ATTRIBUTE	ATTRIBUTE DESCRIPTION	ATTRIBUTE VALUE
Interface Type	This attribute allows You to select the type of Interface supported on the UNI.	The available interface options are: <ul style="list-style-type: none"><li>(a) <b>100BaseTX</b> (CAT5/CAT6)</li><li>(b) <b>1000 Base LX / LH</b> (Single-mode Optical Fibre [SMOF])</li><li>(c) <b>1000 Base SX</b> (Multi-mode Optical Fibre [MMOF])</li><li>(d) <b>1000 BaseT</b> (CAT5/CAT6)</li></ul>
Availability	This attribute defines the UNI Redundancy options.	Single Uplink

UNI ATTRIBUTE	ATTRIBUTE DESCRIPTION	ATTRIBUTE VALUE
Interface Mode	This attribute allows You to select information exchange attributes.	Auto Neg Full Duplex
Frame Size	This attribute defines the size of the Ethernet frame in use for the Service.	The maximum MTU for TBI is 1546.

## 2.3 Internet Attributes

(a) The following table outlines the Internet parameters that support the Service:

INTERNET ATTRIBUTE	ATTRIBUTE DESCRIPTION	ATTRIBUTE VALUE
WAN IP Address	<p>A public /30 WAN address is allocated with each service. The format for the WAN service is such that the first usable IP address is assigned to the Telstra Internet Port, and the second IP address is allocated to You.</p> <p>DNS entry will be made on the second usable IP Address.</p> <p>IPv6 is allocated for the WAN segment as a /64 set as auto negotiate, which normally allocates the first IP address to the Telstra Internet port and the second to Your Router.</p>	<p>Static IP Address (Public)</p> <p>DNS entries are made.</p>
Additional IP Addresses which can be used individually	<p>You can request additional IP addresses for IPv4. These IP addresses are used for static route requirements that You may have.</p> <p>Additional IP addresses (using IPv4 as an example) can be set as:</p> <p style="padding-left: 40px;">/30.. 4 IP addresses /29.. 8 IP addresses /28.. 16 IP addresses</p> <p>The additional IP addresses:</p> <ul style="list-style-type: none"> <li>• Are used for static routes set at the customer premises router and at the Telstra Internet Network routers.</li> <li>• Can be allocated at any time.</li> <li>• Can be used one at a time.</li> </ul>	<p>(IPv4): up to /28 These IP addresses are public and can be added to the routing via static IP addresses, allowing you to publish key applications to the web.</p>
Contention	<p>The TBI Standard solution is based on best effort internet offering with a contention that is managed at the Telstra Internet router. The contention ratio varies according to the number of active users on the network consuming all available designed capacity at the same time.</p> <p>The Premium solution provides uncontended access.</p>	<p>TBI Standard has been designed for contention of up to 20:1.</p> <p>Premium is uncontended.</p>

## 3. Provision of Services

### 3.1 Technical Pre-requisites

- (a) Telair only supplies the Service in the areas Capital City exchanges and certain Regional exchanges. A full list of serviceable exchanges is available upon request; Service pricing may vary for Regional sites.
- (b) To order the Service, You and Telair must enter into a Service Agreement (or if Telair has already entered into such agreement with Your or Your Agent (as applicable), vary it to the extent required to address the systems interfaces required to supply this service).

### 3.2 Provisioning

- (a) Telair will arrange for provisioning of the Service to the Site by terminating the Service with Telstra demarcation Equipment.
- (b) Where a Third-Party network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.

### 3.3 Site access

- (a) Telair will ensure Telstra use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Telstra supplies the Service.
- (b) Telair's obligation under clause 2.3(a) does not extend to:
  - (i) entering into licence agreements with property owners, managers, or occupiers;
  - (ii) paying licence fees for the installation of its infrastructure;
  - (iii) litigating to enforce its rights as a telecommunications carrier under relevant legislation (**Carrier Rights**); or
  - (iv) referring objections to the exercise of its Carrier Rights to any Regulator.

### 3.4 Testing of Services

- (a) Before making a Service available to You, Telair and/or Telstra will test the ports at the Network Access Point to ensure the Service is active.

### 3.5 Handover of Services

On or before the RFS Date for a Service, Telair will make the Service available to You and give You written notice of such availability:

- (a) warranting that Telair and/or Telstra has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:
  - (i) circuit identifiers; and
  - (ii) a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to exercise Your right to use that Service in accordance with the Agreement.

### 3.6 Acceptance Testing

Upon receipt of a notice from Telair under clause 2.5, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- (b) You notifying Telair that the Service is accepted;
- (c) expiry of the 14-day testing period without notifying Telair of any failure of the Service to meet the Service Levels; or
- (d) You commence using the Service for a purpose other than acceptance testing.

If You notify Telair of a failure of the Service to meet the Service Levels, Telair will rectify the fault and re-test the Service and repeat the steps in clauses 2.4 to this clause 2.6.

## 4. Your obligations

### 4.1 Address information

- (a) You must provide accurate and complete Site address information to Telair for use in qualifying each Service. You may be liable for any costs incurred by Telair due to any incorrect, false or misleading information You provide.
- (b) If You change the Site prior to the delivery of the Service, You must pay Telair's reasonable costs and fees (if any) arising from the change of Site.

### 4.2 Acceptable Use, Fair Use and Restrictions on Use

- (a) The Internet Acceptable Use Policy that applies to internet services applies to the Service.
- (b) The Service is intended to be used solely to provide connectivity at Your premises to the internet in the usual and ordinary course of the Your business.
- (c) The Service must not be used:
  - (i) (Data Centre locations): to supply peering, broadcast of multi-cast traffic types to or from a data centre location.
  - (ii) (Server / Network links): to establish network or server links or to provide connectivity between premises;
  - (iii) (Back to base): for "back to base" services in a manner that is abnormal or excessive (as determined by Telstra).
- (d) You acknowledge that the service is a best efforts internet grade product for supply of mass market services over resources shared with other services and customers.
- (e) The Service must only be ordered for supply to You as a business customer (acquiring the service wholly or principally for use in a business), and only for supply to Your business premises.

## 5. Maintenance

### 5.1 Planned Outage Periods

- (a) Telair will, wherever reasonably practical in the circumstances, give You at least 10 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

## 5.2 Minimise Disruption

- (a) Telair will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

## 6. Faults and Service Assurance

### 6.1 Reporting Faults

- (a) You must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

### 6.2 Assurance classification

- (a) Fault response and restoration targets are dependent on the selected Assurance option and situational priority as outlined in the tables below:

Priority Matrix	Urgency			
Impact	Critical Entire business impacted	High Widespread business impact	Medium Small user impact	Low Single user
<b>Critical</b> Critical site or business service offline   Complete interruption of Services at multiple sites	<b>P1</b> 15-minute Response Target 24/7*	<b>P2</b> 30-minute Response Target 24/7*	<b>P2</b> 30-minute Response Target 24/7*	<b>P3</b> 4-hour Response Target Business Hours
<b>High</b> Significantly reduced performance of critical sites or business services   Single site offline	<b>P2</b> 30-minute Response Target 24/7*	<b>P2</b> 30-minute Response Target 24/7*	<b>P3</b> 4-hour Response Target Business Hours	<b>P3</b> 4-hour Response Target Business Hours
<b>Medium</b> Single site degraded   Secondary service degraded or offline   Permanent solution or workaround is available to restore the functionality of the Service	<b>P2</b> 30-minute Response Target 24/7*	<b>P3</b> 4-hour Response Target Business Hours	<b>P3</b> 4-hour Response Target Business Hours	<b>P4</b> 8-hour Response Target Business Hours
<b>Low</b> No Impact	<b>P3</b> 4-hour Response Target Business Hours	<b>P3</b> 4-hour Response Target Business Hours	<b>P4</b> 8-hour Response Target Business Hours	<b>P4</b> 8-hour Response Target Business Hours

\*24/7 Response Timeframes are dependent on a Premium Support Agreement being in place for the affected service; otherwise, standard Business Hours apply in all cases. Pricing to add this to a given service is available on request.

ASSURANCE ATTRIBUTE	ATTRIBUTE DESCRIPTION
SLA	<ul style="list-style-type: none"> <li>Business: Business Hours 2-hour restoration target (Standard Default)</li> <li>Business Plus: 24/7 12-hour restoration target (Premium Default)</li> <li>Express 8: 24/7 8-hour restoration target</li> <li>Express 4: 24/7 4-hour restoration target</li> </ul>

### 6.3 Fault Tickets

- (a) Upon being notified of a suspected Fault by You and receiving a Fault report from You, the Help Desk will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to You.

### 6.4 Faults reported in error

- (a) If You report a Fault to the Help Desk in circumstances where the Service Disruption is not due to a Fault within the Network (for example where unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by You, You will bear the cost of Telair sending contractors to investigate the reported Fault.

### 6.5 Fault restoration

- (a) You must provide Telair with any assistance that Telair reasonably requests in relation to the investigation of a Fault Ticket and the rectification of a Fault, including to meet the applicable Target Response Time and Target Repair Time and to undertake cooperative testing on the Service in connection with a Fault Ticket.
- (b) Telair will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target defined in clause 6.2(a).
- (c) The following times are added to the Target Repair Times listed in clause 6.2 in the following circumstances:
  - (i) if the Service is located in a Rural Area, one full day after Telair receives a Reported Service Difficulty from Customer (and not counting Sunday in the case of Business Assurance Option);
  - (ii) if the Service is located in a Remote Area, 2 full days after Telair receives a Reported Service Difficulty from Customer (and not counting Sunday in the case of the Business Assurance Option).
- (d) In addition to the circumstances set out elsewhere in the Service contract and any other documents referenced by this, the Target Repair Times are suspended in the following circumstances:
  - (i) the repair requires parts that must be obtained from a third person, in which case the Target Repair Time will be suspended until Telstra obtains the relevant parts from the third person;
  - (ii) there is a Force Majeure event which causes a Known Network Issue that may be impacting the Service and is likely to be the cause of the Fault, in which case the Target Repair Time will be suspended until the restoration work to rectify the Known Network Issue is completed and Telstra has restored its normal Network operations;
  - (iii) Customer does not provide Telair with any assistance that Telair reasonably requests in relation to the rectification of a Fault, in which case the Target Repair Time will be suspended until Customer provides that assistance; or
  - (iv) Telstra escalates the Service Difficulty to a specialist work group or third person for investigation and rectification.

## **6.6 Information updates**

- (a) During the Remedy Period, the Help Desk will, in response to a request from You, provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Telair.

## **6.7 Closure of Fault Tickets**

- (a) When Telair has remedied a Fault, it will notify You that the Fault Ticket is “closed”.

# **7. Service credits**

## **7.1 Service credits**

- (a) Please refer to Telair’s Corporate Service Level Document for information on credits applicable for this Business Ethernet service.

# **8. Charges**

## **8.1 Types of Charges**

- (a) There are a number of once-off and recurring charges for the Service. The charges may vary depending on the Service and options You order.
- (b) The Customer must pay recurring monthly charges for each Service (depending on the charging option chosen). The recurring monthly charges will generally vary depending on:
  - (i) the access type (see clause 1.2);
  - (ii) the transmission speed;
  - (iii) the Fixed Term;
  - (iv) service assurance (based on the service assurance You choose); and
  - (v) the number of additional public routable IP addresses You acquire (if any).
- (c) There are also various miscellaneous charges and early termination charges.

## **8.2 Installation Charges**

- (a) You must pay the applicable Installation Charges for the Service based on the access class type, the interface speed and the minimum term of the service being provisioned. The Installation Charge covers:
  - (i) the installation of an access to the Telstra network and
  - (ii) establishing the IP service.
- (b) Where You asks Telair to connect a Service outside business hours (and Telair agrees), You must also pay Telair a charge determined by Telair on a time and materials basis.

## **8.3 Feasibility Study Charges**

- (a) Where You request a feasibility study (or Telstra requires one to be done to complete delivery of the Service to your site), You must pay the applicable Feasibility Study Charge:



- (i) \$1,500, plus a “Fee-for-Service” for any extra reasonable costs Telair incurs
- (b) Telair will void the Feasibility Study Charge where:
  - (i) You proceed to order the service within the validity period of the study;
  - (ii) Telair advises the order for the service may be withdrawn without penalty; or
  - (iii) Telair does not notify You of the results of the study but completes provisioning of the service.

#### 8.4 Special Linkage Charges

- (a) You must pay a “Fee-for-Service” charge as a Special Linkage Charge in the following circumstances:
  - (i) any circumstances that give rise to a Special Linkage Charge in this Service Schedule; or
  - (ii) You require (and Telair agrees) to use special routing to provide the service to You.
- (b) Telair notifies You of the amount of an applicable Special Linkage Charge before starting any of the special work.
- (c) If Telair notifies You that a Special Linkage Charge will apply and You do not agree to pay those additional charges, the order is taken to be cancelled and any applicable Order Withdrawal Fees will apply. Telair may also invoice You for any reasonable provisioning costs Telair has incurred up to the date provisioning stops beyond what Telair would normally incur.

#### 8.5 Fee for Service

- (a) You may be required to pay a “Fee-for-Service” for:
  - (i) extra work Telair carries out to connect a service that is not covered by any other charge in this Agreement or Your Customer Application; or
  - (ii) work You ask (and Telair agrees) to be carried out outside of business hours (other than responding to a fault).
  - (iii) Installation, maintenance, consultancy and after-sales activities for additional components of the Service You ask for that are not covered by the Charges listed above in clauses 8.1 to 8.4 (for example, secondary/redundant services per Service point of presence)

## 9. Defined terms

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning, unless the context otherwise requires:

**Agreement** means the agreement entered into by Telair and You (incorporating a Master Services Agreement, this Service Schedule and the Service Orders) in relation to the supply of Services by Telair to You.

**Agreed Coverage Period** means 24 hours a day, 7 days a week, 52 weeks a year.

**Business Hours** means between the hours of 7AM and 7PM AEST, Monday to Saturday, excluding Public Holidays.

**Customer Equipment** means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not provided by Telair.

**Excused Downtime** means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' due to:

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Telair suspending the Service in accordance with the Agreement;
- (e) a Fault that arises and is resolved within a Planned Outage Period;
- (f) You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Service Order; or
- (g) a Force Majeure Event.

**Fault** has the meaning given in clause 5.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 4.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- (b) the failure of multiple Services over a single Fibre or device is treated as a single Fault.

**Fibre** means the optical fibre cable used to provide Services.

**Fixed Term**, is the fixed term or period of a service specified in the accepted Telair Telstra Business Internet service order or otherwise agreed in writing by the parties.

**Fault Restoration Target** refers to the targets set out in clause 6.2.

**Fault Ticket** has the meaning given in clause 6.3.

**Good Industry Practice** means the practice of a reasonable and prudent operator in the same business as the party required to comply with good industry practice.

**Internet Acceptable Use Policy** means the policy which can be viewed at [www.telair.com.au/policies/](http://www.telair.com.au/policies/) as amended by Telair from time to time.

**Help Desk** means a service offered by Telair accessed by a telephone number or email address, as advised by Telair from time to time, which may be used to convey potential fault information to Telair.

**IPv4** means the further version of the IP.

**Network Access Point** has the meaning given by clause 2.3.

**Planned Outage Periods** means the period during which Telair, Telstra, or a third party on behalf of Telair or Telstra, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- (a) installation of infrastructure;
- (b) maintenance requirements (including scheduled maintenance);

- (c) infrastructure upgrades; and
- (d) Network relocation.

**Remedy Period** means the period that:

- (a) commences on the earlier of when the Fault is reported to the Help Desk; and
- (b) ends when the Fault is remedied.

**RFS Date** means the requested date for delivery of a Network Terminating Unit, as specified in the relevant Service Order.

**Service** has the meaning given at clause 1.1.

**Service Availability** is calculated each month as Uptime divided by (the number of minutes in the month, less Excused Downtime), expressed as a percentage.

**Service Availability Target** has the meaning given at clause 7.1.

**Site** means each of Your physical premises, including Facilities, located at the site addresses specified in the Service Order.

**Uptime** means the number of minutes in each month days where the linkstate of the Service is 'up', rounded to the nearest minute.