

Business Grade Internet Service Schedule

From 1 September 2017



These Product Terms are part of, and supplemental to, the Master Services Agreement between Telegate (us, we, our) and the Customer (you, your).

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1. Service Description

- a. Business Grade Internet gives you a high performance, dedicated connection to the Internet. It lets you connect to the Internet via our points of presence around Australia and into our global network.
- b. We provide Business Grade Internet to you over a connecting carriage service, like NBN or Fibre technologies. A connecting carriage service is the telecommunications service between your premises and our point of presence.
- c. We offer a range of different data speeds and pricing options, as well as online management and reporting tools.

2. Service Features

- a. Business Grade Internet gives you access to us and our carrier's Internet access network, which is a data transmission network interconnecting our points of presence to the Internet based on the TCP/IP protocol.
- b. We promise to do what is reasonable to maintain access routes and interconnection agreements with other member networks of the Internet.

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- c. You can access the Telegate Customer Portal to access near real-time information and tools on your Internet traffic, service levels and account details. There is no additional charge for this feature.
- d. Business Grade Internet does not include access to an SMTP service to let you relay or send email. If you want to be able to send or relay email you have to obtain your own SMTP server.
- e. The equipment we provide are routers and any other equipment we agree to provide to you. Under this agreement:
 - i. we supply you equipment with the configuration set by the seller of the equipment;
 - ii. the equipment has standard security features;
 - iii. we do not install, configure or maintain the equipment unless otherwise agreed in our Confirmation Order Form; and
 - iv. if you have any warranty or technical support enquiries, you must contact the hardware vendor directly.
 - v. You own the equipment, free from any security or interest in it, once you pay us all the applicable charges for the equipment (including installation charges). Until you own the equipment, you must not:
 - 1. give another person an interest in it or any form of security over it, or dispose of it; or
 - 2. modify it without getting our written permission first.

3. Service Coverage

- a. Business Grade Internet services are available in most locations in Australia.
- b. We will advise you which connecting carriage services are available from us in your location.
- c. We will advise you if these services are not available in your location and offer other options, which may or may not be taken up by you.

4. Fees and Charges

The Service Charges are specified in the Order Confirmation Form and our webpages listing detailed call rates for different countries.

- a. The pricing structure is broken down as follows:
 - i. Service Charges consisting of:
 - 1. Non-recurring charges
 - a. Service Installation charges

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- b. Service Relocation charges
- c. Local Number Portability
- d. Service Redirection charges
- 2. Monthly recurring charges
 - a. Service monthly recurring charges
 - b. Feature monthly recurring charges
- 3. Usage based charges as described in clause 5, Call Plan and Charges
- ii. Other charges
 - 1. Cancellation charges
 - 2. Call-out charges
 - 3. You may incur an additional charge if you withdraw an Order Confirmation Form prior to completion of delivery of that Service.

5. Usage Plan and Charges

- b. You can choose either tiered pricing or fixed pricing for your monthly charges.
- c. With tiered pricing, you pay a basic monthly charge for Business Grade Internet and then additional charges for excess usage if you exceed your traffic allowance.
- d. With fixed pricing, you pay a fixed monthly charge. There are no additional usage charges.

6. Reasonable Use

- e. You have to do what we reasonably tell you to do relating to your use of Business Grade Internet.
- f. You must not use Business Grade Internet, or let anyone use Business Grade Internet:
 - iii. to menace or harass any person or injure or damage anyone or anything; or
 - iv. for a purpose that a reasonable person would consider offensive; or
 - v. to infringe another person's intellectual property rights; or
 - vi. to misuse another person's confidential information; or
 - vii. to infringe or commit an offence against any law, standard or code; or
 - viii. to send or receive instructions that could damage or injure somebody or something if implemented; or
 - ix. in a way that exposes either you or us to risk of prosecution or legal or

- administrative action under any law; or
 - x. to interfere with, disrupt or affect the availability or use of Business Grade Internet or any other network or computer system; or
 - xi. in a way that results in a virus, worm, Trojan or similar program being sent through Business Grade Internet from your equipment; or
 - xii. in breach of our Acceptable Usage Policy
- g. You are responsible for the purpose or purposes you use Business Grade Internet and any equipment as well as the security of any equipment. You are also responsible for the content and security of any data or information you send or receive using Business Grade Internet.

7. Minimum Period

The minimum period for each individual Service is 12 months commencing from the Service Start Date or as specified in the Order Confirmation Form.

8. Connecting Business Grade Internet

Connecting Carriage Service	Days to Provision
Business Grade Internet via ADSL/SHDSL/Ethernet over Copper	30 Business Days
Business Grade Internet via NBN Connected Premises	30 Business Days
Business Grade Internet via Ethernet over Fibre	30 - 90 Business Days

9. Service Levels

- a. Service Levels are set out in the Service Level Agreement (“SLA”) document.
- b. Failure to achieve a Service Level target does not automatically entitle you to a rebate.
- c. Service rebates and how to apply for them, are described in the SLA document.

10. Service Assurance

- a. We will monitor your IP network continuously.
- b. In the event of an incident or an alarm, we will originate a trouble ticket, investigate the incident and assign a severity level based on the table below.
- c. If we are providing the underlying access technology, once we have assigned a severity level, we will then aim to meet the service assurance targets outlined in the table below.

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Severity Level	Target Response Time	Target Restoration Time	Target Status Reports
Severity Level 1 - Your solution is unavailable or is very seriously impaired; and - There is a critical impact on your business with all or greater than 60% of end users unable to make or receive calls.	30 Minutes	12 Hours	Every Hour
Severity Level 2 - Your solution is seriously impaired; and - There is a major impact on your business with more than 25% of end-users impacted.	30 Minutes	12 Hours	Every 3 Hours
Severity Level 3 - Your solution has an issue that requires attention; and - There is an impact on your business with less than 25% of end-users unable to make or receive calls.	30 Minutes	24 Hours	Every 8 Hours
Information - You require technical information or assistance in relation to your solution.	2 Hours	N/A	N/A

- d. Restoration time targets apply on the basis that a site visit is not required to rectify the fault. If an engineer is required to visit a client's premises, a local exchange or street cabling pits longer restoration times can be expected.
- e. No restoration target applies to VPN or IPSEC Tunnel based products since connectivity is provided by a third party.

11. Solution Management

We will provide you with the following solution management services:

- a. a technical help desk for the duration of your contract term;
- b. remote repair and on-site backup services;
- c. service assurance described in section 11; and
- d. software update services.

12. Technical Help Desk

- a. We will operate a help desk for your solution 24 hours a day, 7 days a week. Your authorised personnel can report incidents to our help desk at any time.

- b. The help desk will be your single point of contact for reporting technical difficulties and faults that are associated with your solution. The help desk will record and manage all reported incidents to resolution.
- c. You may nominate up to ten authorised personnel who may contact the help desk at any time. You may change your nominated personnel at any time by telling us in writing.
- d. The help desk will not provide end-user support and you must ensure that your end-users do not contact the help desk. It is your responsibility to ensure that you provide support to your end-users. We can, at your request, provide end-user support at an additional charge.

13. Faults

- a. Fault reporting
 - i. You can report faults with your Business Grade Internet service to us 24 hours a day.
 - ii. Where you report a fault with a Business Grade Internet service after 5:00 pm, we treat this as if you had reported it the following working day.
- b. Repair
 - i. We aim generally to repair a Business Grade Internet service within the following timeframes after you tell us of the fault:
 1. where we can repair a Business Grade Internet service without external or internal plant work or the need to attend your premises – within one working day;
 2. where the fault is that a Business Grade Internet service has been incorrectly disconnected because of an administrative error – within one working day;
 3. where the Business Grade Internet service is in an urban area – within one working day;
 4. where the Business Grade Internet service is in a major or minor rural area – within two working days; or
 5. where the Business Grade Internet service is in a remote area – within three working days.
- c. Faults You Cause

We can charge you for repairing a fault, if it is caused by something you or someone else using your Business Grade Internet service do (or do not do) willfully, recklessly or negligently.

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14. Your Responsibilities

In addition to any Customer responsibilities set forth under this Agreement in the MSA or Addendum, or any other documents incorporated herein by reference, you shall, at your sole cost and liability, be responsible for:

- a. providing all equipment (including proxy servers), software, facilities and IP connectivity (including connectivity to End Users) necessary for the service to operate with our Business Grade Internet service,
- b. providing and ensuring the successful installation of all equipment and software necessary for End Users to use services;
- c. providing the IP address(es) for the proxy server, and/or any other applicable hardware/software solution;
- d. all End User Tier 1 support.

15. Acknowledgements

You acknowledge that, to the extent permitted by law, that we make no representations or warranties as to the effectiveness or fitness for purpose of our network's security. You shall make no claim against us concerning our network security.