



Standard Form of Agreement

Service Description (SHDSL & BDSL)

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1 The Agreement

1.1 The Parties

1.1.1 Highway 1 (Aust) Pty Ltd ABN 068 383 737 Level 5, 10 William Street, Perth, Western Australia trading as Highway 1, Apiix, EON Technology, Nerdnet Internet, Global Dial, Global Web, Simtex, Worldwide Internet (hereinafter referred to as "Highway1", "us", "our") and the Customer (being an entity subscribing to Highway1 for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The Highway 1 Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

2 Service Description

2.1 What is SHDSL and BDSL?

2.1.1 SHDSL (Single-Pair High-speed Digital Subscriber Line) and BDSL (Broadband Digital Subscriber Line) are high capacity, reliable data connections. They provide network connectivity between two connection points, delivering symmetrical throughput rates of up to 4Mbps via our SHDSL service and 2Mbps via our PerthMetro BDSL service.

2.2 Telecommunications Installation

2.2.1 The installation of the DSL service requires the installation of a new telephone line or modification of existing telecoms infrastructure.

2.2.2 The connection fee associated with the service includes the installation of the SHDSL/BDSL service up to the Network Termination Device (NTD). Any additional cost associated with install after the NTD must be paid by the customer.

2.2.3 The connection fee associated with the service includes the installation of the DSL service up to the Network Termination Device (NTD). Any additional cost associated with install after the NTD must be paid by the customer.

2.2.4 A network termination device (NTD) is a defined network boundary point under section 22 of the Telecommunications Act 1997. It is a device meeting the carrier's requirements that is provided by the carrier to establish a demarcation point between the carrier's telecommunications network and customer cabling or customer equipment, and is permanently marked at manufacture with the words "Network Termination Device" or the letters "NTD". * Reference Telstra Specification 012688

2.2.5 Please see http://www.telstra.com.au/smartcommunity/assets/networkterminationdevice_1108.pdf for further NTD information.

2.3 CPE Installation and Equipment Supply

2.3.1 We may provide CPE (Customer Premises Equipment) in the form of a modem or router. Highway 1 may pre-configure a supplied device with your connection information.

2.3.2 We will not be liable for issues as a result of us supplying this equipment to you. Highway 1 will provide reasonable phone support to enable you to install and connect to highway 1 using this device.

2.3.3 Where you have supplied your own CPE Highway 1 is not obliged to supply support for the configuration of this equipment. Highway 1 will provide the generic network settings to you in order for you to configure the appropriate CPE.

2.3.4 You may choose to have a Highway 1 technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees.

2.4 Monthly Use

2.4.1 Your monthly use is measured in Gigabytes.

2.4.2 SHDSL and BDSL services are provided the following monthly data quotas:

- a) Anytime Data: This is the total traffic (download and upload) quota provided each month for raw (non-peered) internet traffic.
- b) Peering Data: This is the (download and upload) downloaded from Highway 1's peering network. The peering area for your state is available on the highway 1 website.
- c) Freeway Data: includes traffic between Highway 1 and our customers and between Highway 1 customers.

2.4.3 When you have reached your monthly quota on either your Prepaid or Peering allowances your SHDSL or BDSL will incur a charge for each gigabyte (or part thereof) in excess of your plan quota.

2.5 Payment

2.5.1 Payment for the SHDSL or BDSL service is required in advance. You may choose to pay for the service monthly, quarterly or yearly.

2.5.2 Where you have chosen a plan with excess charges, this will be charged monthly in arrears.

2.6 Service Features

2.6.1 Each SHDSL and BDSL service has additional features. These features are provided to enhance the BDSL service.

Feature	Description	Technical Specifics
Static IP	Static IP provides your equipment with a specific address on the internet enabling you to host websites and email servers.	1 x Static IP
National Dial-Up Backup	Be able to connect to the internet whilst you are away from the office or home by dialling our National Dialup Number.	Complimentary access to the internet via our National Dialup Number. One dialup connection can be active at one time.

2.7 Target Service Level

99.95%

2.8 Call Response Target

4hrs

2.9 Restoration Target

2.9.1 1 Business Day

2.10 Service Level Rebates

2.10.1 This service is eligible for service rebates where the Service is unavailable as per the General Terms and Conditions. The following rebates apply for this service:

Service Disruption	Service Rebate
Up to 4 hours per calendar month.	No Rebate Available
More than 4 hours but less than 8 hours during a calendar month.	5% of the Monthly Service Charge
More than 8 hours but less than 16 hours during a calendar month.	10% of the Monthly Service Charge
More than 16 hours during a calendar month.	20% of the Monthly Service Charge

2.11 **Contract Term**

2.11.1 The SHDSL and BDSL services have a minimum contract term of 12 months.

2.11.2 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions