



Standard Form of Agreement

Service Description (City Ethernet)

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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 CityEthernet

2.1.1 CityEthernet is an Ethernet Virtual Private Line (EVPL) which consists of a single Provider Ethernet Virtual Circuit (EVC), traditionally referred to as a VLAN, between the service provider's aggregation port and the end user port at the customer premises (known in MEF terms as User Network Interfaces or UNI).

2.1.2 CityEthernet can be ordered bundled with internet transit or as a service to interconnect customer premises.

2.1.3 The bandwidth ordered over the EVC is set as the Committed Information Rate (CIR) which provides your business with the ability to deliver Quality of Service (QoS) dependent applications like voice and video to your end users. CityEthernet preserves Customer Edge VLAN (CE-VLAN) and Customer Edge Class of Service (CE-VLAN CoS) IDs.

2.1.4 Services are available in a range of speeds from 10 Mbps up to 1 Gbps.

2.2 Speeds

2.2.1 Connectivity between the customer and Highway 1 is delivered as an uncontended (1:1) service.

2.2.2 Throughput to the internet and peering content is contended and may burst up to 100Mbps.

2.2.3 Highway 1 does not guarantee that the customer will receive minimum throughput for any resource on the Highway 1 internet or peering networks.

2.2.4 Where the customer has purchased committed uncontended internet bandwidth this will be the guaranteed minimum available to the customer.

2.3 Data

2.3.1 Traffic between the customer and the Highway 1 network is unmetered. This also includes traffic to other Highway 1 CityEthernet, MetroEthernet and co-location VLANs.

2.3.2 Traffic between the customer and the internet is metered and measured on a monthly basis by combining the customer's download and upload traffic (Measured in Gigabytes).

2.3.3 Traffic between the customer and WAIX (Western Australian Internet Exchange) is unmetered.

2.4 Payment

2.4.1 Payment for the CityEthernet service is required in advance. You may choose to pay for the service monthly, quarterly or yearly.

2.4.2 Any excess data (in GB) or telephone (PABX and VOIP) calls are charged monthly in arrears.

2.5 Target Service Level

99.95%

2.6 **Call Response Target**

4hrs

2.7 **Restoration Target**

2.7.1 1 Business Day

2.8 **Service Level Rebates**

2.8.1 A service level rebate for CityEthernet is available where availability is less than 99.7% of the calendar month. The following service rebates are applicable where the Service is unavailable as per the General Terms and Conditions.

Service Unavailability	Service Rebate
Up to 2 hours per calendar month.	No Rebate Available
More than 2 hours but less than 4 hours during a calendar month.	5% of the Monthly Service Charge
More than 4 hours but less than 8 hours during a calendar month.	10% of the Monthly Service Charge
More than 8 hours during a calendar month	20% of the Monthly Service Charge

2.9 **Contract Term**

2.9.1 The contract term for CityEthernet is specified in your individual service contract. Where this is not stated the minimum contract term is 24 months.

2.9.2 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