

# **Standard Form of Agreement**

Service Description (Metro Ethernet, Fibre)

Revised 28-Feb-2011

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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 form 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 Metro Ethernet

Metro Ethernet service provides a flexible, scalable and cost-effective point-to-point, point-to-multipoint networking solution. It provides customers secure layer 2 Ethernet connectivity while leaving tremendous capacity available for expansion. The guaranteed data transfer rate ranges from 2Mbps to 10Gbps.

Metro Ethernet connections are provided with individual service level agreements. This document outlines the default service level agreement unless otherwise agree by both parties.

## 2.2 Payment

2.2.1 Payment for the Metro Ethernet service is required in advance. You may choose to pay for the service monthly, quarterly or yearly.

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

## 2.3 Target Service Level

99.95%

2.4 **Call Response Target**

4hrs

2.5 **Restoration Target**

2.5.1 1 Business Day

2.6 **Service Level Rebates**

2.6.1 The service level rebate for Metho Ethernet is specified in your individual service contract. Where this is not stated, the following service rebates are applicable where the Service is unavailable as per the General Terms and Conditions.

<b>Service Unavailability</b>	<b>Service Rebate</b>
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 but less than 16 hours during a calendar month.	20% of the Monthly Service Charge
More than 16 hours during a calendar month	30% of the Monthly Service Charge

2.7 **Contract Term**

2.7.1 The contract term for Metho Ethernet is specified in your individual service contract. Where this is not stated the minimum contract term is 12 months.

2.7.2 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