



Standard Form of Agreement

Service Description (VPN)

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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 a VPN

A virtual private network (VPN) is a computer network in which some of the links between nodes are carried by open connections or virtual circuits in some larger networks, such as the Internet, as opposed to running across a single private network.

Highway 1 provides a Layer 3 encrypted VPN service to customers by enabling connectivity of services within the Highway 1 network. We provide this service over ADSL1, ADSL2+, SHDSL/BDSL and Ethernet/Fibre Optics.

The Highway 1 VPN solution provides each local network with transparent and encrypted access to each other node on your VPN network. Connectivity solutions may differ at each VPN node (site, office location) depending upon the traffic volume and technology available.

Multiple VPN nodes are defined as a VPN Service. The two initial VPN nodes purchased form your VPN 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. Installation of SHDSL/BDSL, Ethernet or Optic Fibre may require the installation of equipment at your premises.
- 2.2.2 Highway 1 makes no guarantee that a specific connection type will be available at your requested location
- 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, Equipment Supply and Management

- 2.3.1 We may provide CPE (Customer Premises Equipment) in the form of a modem or router. This will be purchased by you and managed by Highway 1.
- 2.3.2 Highway 1 will be responsible for monitoring your VPN status, performing any moves/adds/changes to your CPE on your behalf. This management does not extend beyond the immediate management of the VPN.
- 2.3.3 We will not be liable for issues as a result of us supplying this equipment to you.
- 2.3.4 Where you have supplied your own CPE, this CPE must be approved by Highway 1 prior to its use on the VPN service.
- 2.3.5 Where you or a representative you nominate makes changes to the CPE, you will void any rights pertaining to the service level agreement (SLA) for the service. Reconfiguration of the CPE by Highway 1 will be charged at an hourly rate in addition to your setup and monthly fees.

2.4 Connection Speeds

- 2.4.1 We cannot guarantee that you will receive a certain speed on DSL services. That is why we specify "Up to" for DSL speeds. Speed is typically affected by:
 - a) Distance from the telephone exchange.
 - b) The number and type of other services on the line.
 - c) Your phone line quality of the copper pair between the exchange and your premises.
 - d) Your hardware (specifically modem).
 - e) The capacity and current load of the server or website you are accessing.
- 2.4.2 A majority of metro ADSL2+ customers experience between 6Mbits and 12Mbits with some achieving between 12Mbits and 24Mbits. Congestion and contention ratios are not guaranteed for ADSL based nodes.
- 2.4.3 Metro Ethernet/Optic Fibre and SHDSL/BDSL nodes will receive a guaranteed speed and 1:1 contention ratio to the Highway 1 network.

2.5 Monthly Use

- 2.5.1 Your monthly use of the VPN is measured in Megabytes. Traffic over your VPN is not limited but your use is bound by our AUP (Acceptable Usage Policy).
- 2.5.2 ADSL2 Services do not include telephone services in the monthly price.
- 2.5.3 Internet bandwidth is not included in the monthly price of a service. This is sold separately.

2.6 Payment

- 2.6.1 Each VPN node will have a setup fee.

- 2.6.2 Payment for the VPN Service (multiple VPN nodes) is required in advance. You may choose to pay for the service in monthly, quarterly or yearly.
- 2.6.3 If new nodes are added to a VPN Service during a month these will be invoiced on a pro-rata basis.
- 2.6.4 Each VPN Service must be paid in full. Partial payment does not constitute payment for a particular VPN node.

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 Each service connected to the VPN will have differing service level agreements. Please refer to the specific Service Description for the equivalent SLA for each VPN service. For the purposes of clarity the equivalent service levels apply:

Service	Equivalent Service Level
Business VPN ADSL 1/2+ Based Plans	Business ADSL
Business VPN SHDSL Based Plans	Business SHDSL
Business VPN BDSL Based Plans	Business BDSL
Business VPN Ethernet Based Plans	Metro Ethernet

2.11 Contract Term

- 2.11.1 A VPN Service has a minimum contract term of 12 months.
- 2.11.2 Each VPN Node has a minimum contract term of 12 months.
- 2.11.3 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 and the Pricing Schedule.