

**IntraPower Terrestrial Pty Ltd**

**Service Conditions**

**Support Service Details**

**1. APPLICATION**

- a. This document describes our service conditions for our customers.
- b. These terms and conditions apply to all support services and form part of our Customer Contract with you.
- c. These terms and conditions are not to be read in isolation and are in addition to, and must be read in conjunction with, our Basic Conditions at [www.intrapower.com.au/terms](http://www.intrapower.com.au/terms)
- d. “We”, “our” or “IntraPower” means IntraPower Terrestrial Pty Ltd (ABN: 64 081 193 259), and “you”, “your” or “Customer” means anyone that we supply a service to.

**2. FAULT REPORTING, CLASSIFICATION AND RECTIFICATION**

**a. Fault Reporting**

As soon as you become aware of any fault or issue with your Service, you must report it to us and request support by telephoning 1300 136 741 and selecting option 1 except if you are an “IP GOLD Customer” in which case you must call 1300 IPGOLD. These telephone numbers are available 24 hours a day, 7 days a week.

Alternatively you may choose to log a support request online via the Visibility.X system, in which case you must provide all relevant correct information that is required to identify the Service and full details of the fault or issue. We reserve the right to reject any support requests entered into Visibility.X where there is insufficient or incomplete information required for the processing of the request.

Before reporting a fault to us, you must take all reasonable steps to ensure that the fault is not a fault in any equipment located on your side of the service delivery point.

Once we have received and acknowledged a support request, you will be provided with a reference number and notified of the “Fault Priority” that the request has been assigned via email or telephone call. IP GOLD Customers will receive a telephone call. We determine the Fault Priority classification for each support request using the classification criteria shown in the Fault Priority Classification Table below.

**Fault Priority Classification Table**

<b>Fault Priority</b>	<b>Fault Explanation</b>	<b>Classification Criteria</b>
<b>Priority 1</b>	Customer has lost 100% of service for a given site. Loss of connectivity for example results in Fault Priority 1 tickets. Immediate actions are taken in order to restore service with SLA time frames	<b>Unacceptable Service Performance at Customer Sites</b> The service is missing critical functionality. No workaround exists. Service failure or performance degradation that has a critical impact on Customer's primary business e.g., production sites.
<b>Priority 2</b>	Customer has a degradation of service for a given site. Intermediate down time or slow response time for business applications due to erratic packet loss, latency or Jitter are typical examples for assigning Fault Priority 2 tickets	<b>Degraded Service Performance</b> The service is missing critical functionality. A workaround exists, component failure or performance degradation affecting some users, not time critical, or a single user unable to perform their main job function.
<b>Priority 3</b>	Customer suffers from a light degradation of service with no impact on the business. Typical	<b>Light Degradation of Service</b> No impact on business but a functional or performance improvement might be visible to the

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	Fault Priority 3 tickets are assigned for instance to internet traffic being slow	“User”. Enquiry or request for information, problem that does not affect service. Single user able to operate normally but with some inconvenience.
<b>Priority 4</b>	Customer has a service query, for example, port forward to be added. Fault Priority 4 tickets are usually for adds, moves or modifications.	<b>Modification of Service at Customer sites</b> A modification or minor functional enhancement, and request for information (for example detailed usage report)

**b. Responding to Support Requests**

We will respond to your support request within a specified target time, the “Target Time to Respond” or “TTR”. When we respond we provide status advice to you or your representative indicating the nature of the fault, classification type and the estimated time to restore service. The TTR commences from the time we log a support request, or for online requests via Visibility.X, from the time we acknowledge the request and assign a Fault Priority. TTR commitments are contained in the Target Time to Respond Table below.

**Target Time to Respond Table**

Coverage Window	Target Time to Respond			
	Priority 1	Priority 2	Priority 3	Priority 4
<b>All Customers</b> Business Days Business Hours 7:30am - 5:30pm	30 Minutes	2 Hours	24 Hours	48 Hours
<b>Standard Support Customers</b> Outside Business Hours (5:30pm - 7:30am) or anytime on Saturday, Sunday, or Public Holiday	Next Business Day + 30 Minutes	Next Business Day + 2 Hours	Next Business Day + 24 Hours	Next Business Day + 48 Hours
<b>IP GOLD Support Customers</b> Outside Business Hours (5:30pm - 7:30am) or anytime on Saturday, Sunday, or Public Holiday	1Hour	3 Hours	Next Business Day + 24 Hours	Next Business Day + 48 Hours

**c. Processing Support Requests**

Once a support request has been acknowledged and a Fault Priority assigned, a Visibility.X Ticket Number will be issued and used to identify the support request. From the time that a Ticket Number is issued, we will use our best efforts to restore the Service within a specified target time “Maximum Time to Repair: or “MTTR”.

MTTR targets will apply to the IntraPower High Availability Network (IHAN) as specified in the IntraPower High Availability Network Maximum Time to Repair Table below. MTTR targets for other Services are specified in the Service Conditions – Target Definitions for the applicable Product Group or Service.

MTTR commences on the next business day for any Ticket issued outside Business Hours. Please note that fees (\$180.00 per hour excluding GST) may be charged for effort expended in response to faults which are not within our Service, for example a fault in your local area network.

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In the event of cabling failure, exchange hardware/cabling failure, or failure beyond our network, we will arrange with the applicable Wholesaler for an authorised technician to visit the affected site or exchange. The time taken by the Wholesaler's technician is in addition to the MTTR.

### IntraPower High Availability Network Maximum Time to Repair Table

Fault Category	MTTR
IHAN equipment	4 hours
Intrastate Backhaul	4 hours + Wholesaler MTTR
Interstate Backhaul	4 hours + Wholesaler MTTR
Internet Transit	4 Hours

#### d. Fault Escalations

If MTTR is not achieved, IntraPower will escalate the Ticket to the next level as described below. You will be notified by email, telephone or SMS.

Level	Escalated To	Fault Priority 1	Fault Priority 2	Fault Priority 3/4
1	Team Leader	MTTR +15 minutes	MTTR +15 minutes	MTTR +15 minutes
2	General Manager	Level 1 + 1 hour	Level 1 + 2 hours	Level 1 + 48 hours
3	Operations Director	Level 2 + 2 hours	Level 2 + 8 hours	Level 2 + 96 hours
	Update Frequency	Every 30 minutes, if requested or as otherwise agreed	Every hour during business hours if requested or as otherwise agreed	Every business day if requested or as otherwise agreed

### 3. NOTIFICATIONS

#### a. Major Outages

In the event that a widespread outage occurs with the potential to impact multiple End Customers, we will pro-actively communicate to all affected End Customers. Customers with standard support contracts will be notified by e-mail; IP Gold customers will be notified by email, telephone call and phone message. It is your responsibility to ensure that we have the correct and current list of your nominated contacts and their contact details at all times. Outage Notifications will be as follows:

- **Initial Outage Advice:** target within 10 minutes of us being aware of the beginning of the outage and typically prior to diagnostic and further information being available. This notice will advise of the existence of the outage and is sent prior to further information being available.
- **Progress Advice:** an Initial Progress Advice notice will be sent within 1 hour after the beginning of the outage. Subsequent notices will be sent every 4 hours thereafter until the service is restored. Details will include estimated restoration time and the nature of the fault when available. For IPGOLD customers, Progress Advice notices will be issued every 90 minutes.
- **Restoration Advice:** once the issue has been resolved, a restoration advice notice will be issued to advise customers that the issue has been resolved and where possible a brief description of the issue.

**b. Planned Service Outages**

We will use our best efforts to provide 5 working days notification of any scheduled or planned service outage (“Planned Service Outages”) to affected End Customers. Where practicable, Planned Service Outages will occur between 12am and 6 am, on Saturday and Sunday, Eastern Standard Time.

The process for notifying of Planned Service Outages is as follows:

- We may plan a service outage in order to conduct necessary maintenance and upgrades to our network. Planned Service Outages may also originate from Wholesaler carriers who are providing services to us.
- We will notify you by email if you are affected. The email will include the details of the Planned Service Outage,

In circumstances where an emergency service interruption is required, we reserves the right to undertake the service interruption at the most appropriate time. In such cases IntraPower will use its best efforts to provide notification prior to any service interruption.

**4. SERVICE AVAILABILITY**

**a. Service Availability**

“Service Availability” is the percentage of time each individual Service is available for your use during a billing month (21<sup>st</sup> to the 20<sup>th</sup> of each consecutive calendar month). The service availability is calculated in accordance with the following formula:

$$\text{Service Availability} = \frac{\text{Total Coverage Hours for the period less Unavailable Hours}}{\text{Total Coverage Hours for the period}} \times 100\%$$

“Unavailable Hours” is the total number of hours that the service is unavailable due to issues with the IntraPower IHAN Network except for Planned Service Outages. The IntraPower IHAN Network includes supply of Internet bandwidth when supplied by IntraPower to you to the router on your Premises if we support your router.

Parameter	Target Service Availability	Applicable services
Service Availability	99.90%	IHAN

Service Availability targets for other Services are specified in the Service Conditions – Target Definitions for the applicable Product Group or Service.

**b. Service Bandwidth Availability**

IntraPower maintains a strict policy of capacity management on the IntraPower High Availability Network, This policy is one of intensive monitoring whereby national bandwidth/backhaul availability can be guaranteed at all times. Should any part of the IHAN experience usage rates exceeding 75 percent for a sustained period of 15 minutes, a capacity assessment will be triggered. By maintaining a minimum of 25 percent bandwidth availability on the IHAN National network, IntraPower ensures congestion free services, unaffected by contention ratios.

**c. Service Latency – IntraPower IHAN Network**

The IHAN is congestion free and as such experiences minimal latency. In the unlikely event that IntraPower does experience high latency, it will not exceed the maximum values stated in the table below measured over a time interval of 15 minutes.

“Service Latency” means the amount of time in milliseconds that is required for one single packet of 56 Bytes to travel from Core Network to the IntraPower Point of Aggregation and back to the Core network.

Parameter	Max. Time in Milliseconds	Applicable services
Core Network Latency	100 Milliseconds	IntraPower IHAN Network

**d. Service Packet Loss**

The IHAN is designed and operated to be congestion free and the target Packet Loss is zero percent. In the unlikely event that IntraPower does experience packet loss, it will not exceed the maximum packet loss values stated in the table below.

'Packet Loss' means the average percentages of IP packets transmitted that are not successfully delivered due to transmission loss within the IHAN, as measured by IntraPower Network Operations. Measurement of Packet Loss by IntraPower is determined as follows:

Loss of transmission of IP packets between the Core Network, measured over a time interval of 15 Minutes

Parameter	Max. Packet loss	Applicable services
Service Packet Loss	1%	IntraPower IHAN Network

**5. FEE REBATES DUE TO SERVICE UNAVAILABILITY**

Where an individual Service has Service Unavailability greater than (100% - Service Availability Target), we will provide you a service fee rebate for the affected service. The service fee rebate is calculated as a percentage of the Monthly Recurring Charge. If you do not pay a Monthly Recurring Charge separately because it is included in another service charge such as for On-Demand Services, then the rebate is calculated as a percentage of the Monthly Recurring Charge specified in the Price List for the applicable service as if it were separately charged.

Rebates will be considered upon receipt of a written request using the Service Fee Rebate Application available at our website. This request must be received within 14 days of service restoration. We will assess and calculate if any rebate is due and, if due, we will apply a credit of the value of the rebate to the next monthly invoice for the Service. A rebate can only be claimed once, and applies to the accumulated service unavailability in a single month.

Rebates do not apply where:

- You failed to provide access to your premises to repair a service outage
- You failed to co-operate with our technical staff in undertaking basic diagnostic tasks required to rectify the fault.
- The service unavailability is the direct result of a Planned Service Outage (See Section 7.2)
- The service unavailability is the direct result of a Power Outage directly or indirectly caused.
- You have modified or changed any aspect of the original installation without our consent
- You failed to notify us of a fault with the service.
- You have outstanding undisputed invoices owing
- We do not have full management of the your router or CPE
- A Force Majeure Event occurred including:
  - any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;
  - any strike, lockout, work stoppage, or other industrial action;
  - any failure or delay, or other act or omission of the Customer or any third party (including third party Carriers and Carriage Service Providers), including cable cuts and failures to provide goods or Services or access to premises;
  - legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;

- emergency maintenance requirements; or
- any other event beyond the reasonable control of IntraPower

**6. SERVICE ACTIVATION LEAD TIMES**

We take pride in delivering quality service and support to our customers. We ensure that we have systems in place to deliver services quickly and efficiently. Our service delivery is however conditional on access to the Telstra local loop, access to customers’ premises and other factors. While we cannot be liable for the acts or omission of third parties, if a problem does occur, we act proactively to minimise any service provisioning delays.

**a. Service Activation**

“Service Activation Lead Time” is the number of working days, from when we acknowledge that service order(s) have been submitted to the Provider until your Service is activated at your site. Service Activation Lead Time is subject to confirmation of Carrier service being available in the requested location. Service Activation Lead Times only apply to correct and complete End Customer Service Activation Forms.

In order to facilitate your Service activation you must provide a designated site contact who will provide access to the Site MDF (Main Distribution Frame) and provide the technical (Network and Hardware Configuration Requirements) information required to configure Customer Premise Equipment. In the event that a your order cannot proceed until further information or action, you will be required to resolve these issues with their current Internet Service Provider or Voice Provider. Any delay in providing information to us or actioning our requests will be added to the Service Activation Lead Time..

Service Activation Lead Time Targets are specified in the Service Conditions – Target Definitions for the applicable Product Group or Service.

**b. Service Activation Communications**

We will complete service provisioning within the Service Activation Lead Time Target times. Service provisioning will be during Business Hours. While we cannot be liable for the acts or omissions of third parties, we will pro-actively communicate with you throughout the process and manage the installation so as to minimise any service provisioning delays.

**c. Service Activation Incentive Rebate**

If we complete a service activation for you more than 5% late (measured as working days late as a percentage of the Service Activation Lead Time) as a result of errors, omissions or delays caused by us then we will provide a rebate of the charge for Service set-up by the amount specified in the table:

Percentage of Service Activation Lead Time Delayed	Rebate % of Set-up Charge
Less than 5%	No Rebate
5% to 25%	15%
26% to 50%	30%
51% to 100%	50%
More than 100%	100%

## **7. INTRAPOWER MANAGED ROUTERS**

We fully manage the routers that we supply. Our management includes the initial configuration and subsequent additions, modifications and changes to the configuration required by the Client. We are the sole beneficial owner of all right, title and interest in all intellectual property rights, methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the materials developed for, and delivered to you by us for the operation of the routers. Service Targets only apply to services where we have full management of the router.

A \$50 'Handover Fee' will be payable on receipt of a request for router management form for you to take over router management of an Intrapower managed device.

## **8. RECONNECTION CHARGES**

Were a service has been found to be disconnected or suspended due to an error outside of IntraPowers' responsibility or due to non payment of your account a \$250 reconnection charge per service will be applied. Examples: Change of Address details on bill or cancellation of phone line that inadvertently disconnects the service that Intrapower provides will incur this reconnection fee.

## **9. USAGE CHARGES**

Where applicable, Usage Charges are measured by the billing data collection devices that measure IP traffic at the Intrapower router interface at the edge of the Intrapower Network, and are calculated according to the data plan selected by Customer. In the event of a billing dispute, Customer acknowledges and agrees that it will accept these data traffic records as accurate and final records of the data traffic to which they relate.