



Standard Form of Agreement

Service Description (MPLS VPN Cloud)

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1 The Agreement

1.1 The Parties

1.1.1 ZettaNet Pty Ltd ABN 48 066 394 509 (hereinafter referred to as "ZettaNet", "us", "our") and the Customer (being an entity subscribing to ZettaNet 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 ZettaNet 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.

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

The ZettaNet MPLS VPN Cloud 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.

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 ZettaNet 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 ZettaNet.
- 2.3.2 ZettaNet 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 ZettaNet 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 ZettaNet 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 of the MPLS VPN Cloud is measured in Mbits. You're usage within the cloud will be limited to your contracted MPLS Cloud size.
- 2.4.2 Internet bandwidth is not included in the monthly price of a service. This is sold separately.

2.5 Payment

- 2.5.1 Payment for the MPLS VPN Cloud is required in advance. You may choose to pay for the service in monthly, quarterly or yearly.

2.6 Target Service Level

99.95%

2.7 Call Response Target

4hrs

2.8 Restoration Target

- 2.8.1 1 Business Day

2.9 Service Level Rebates

- 2.9.1 Each service connected to the MPLS 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 for the MPLS Cloud which affects all services connected:

Service Unavailability	Service Rebate
Up to 30 minutes per calendar month.	No Rebate Available

More than 30 minutes but less than 2 hours during a calendar month.	10% of the Monthly Service Charge
More than 2 hours but less than 4 hours during a calendar month.	20% of the Monthly Service Charge
More than 4 hours but less than 8 hours during a calendar month.	30% of the Monthly Service Charge
More than 8 hours during a calendar month	50% of the Monthly Service Charge

2.10 Contract Term

2.10.1 A MPLS Cloud Service has a minimum contract term of 12 months.

2.10.2 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 and the Pricing Schedule.