



Reference Offer

This Pro-forma Network Services Schedule 1(A) forms part of the Internet Service Provider Agreement and together constitutes the 'Reference Offer' for the supply of **TransACT VDSL Layer 3 Wholesale Interconnection Service** within the meaning of the Telecommunications (Network Exemption—TransACT Upgraded VDSL Networks) Instrument 2012

Date	Version	Changes
18 May 2012	1.0	First release

INTERNET SERVICE PROVIDER AGREEMENT

[Customer]

NETWORK SERVICES SCHEDULE 1(A)

For

TransACT VDSL Layer 3 Wholesale Interconnection Service

1. Network Service Description

- | | | |
|-----|----------------------------|-----------|
| (a) | ISP Virtual Infrastructure | Mandatory |
| (b) | AGVC | Mandatory |
| (c) | Radius | Mandatory |
| (d) | Policy Server | Optional |

2. ISP Service Description

- (a) The ISP will provide 24 hour access for ISP Customers to the public internet. Access may be offered via the access technologies that TransACT Capital has made available to the ISP to offer broadband connections. The connection will be an always on service using PPP for connectivity, authentication and accounting.
- (b) The ISP will provide 24 hour access for ISP Customers to the Services. Access may be offered via the TransACT VDSL Access Technologies that TransACT Capital has made available to the ISP to offer broadband connections.

3. Service Specification

3.1 AGVC Specification

Connectivity to the ISP's virtual infrastructure will be established over a dedicated Aggregating Virtual Circuit (**AGVC**) which terminates at the POI on an Ethernet interface.

The following elements are determined by order placed by the ISP:

- (a) AGVC bandwidth;
- (b) access speed of 100Mbps full duplex unless otherwise requested in writing. Other access speeds may incur a service surcharge.

3.2 Specification for Virtual Infrastructure

Virtual infrastructure will be provided to the ISP for connectivity to ISP Customers. The following elements are determined by orders placed by the ISP:

- (a) IP addressing for the AGVC point-to-point link;
- (b) optionally two additional networks (/30) for allocation of links within the ISP's virtual infrastructure;
- (c) optionally IP addressing (/29) to be assigned to loopback addresses for virtual infrastructure.

In the absence of a specific request by the ISP, the default values indicated in Annexure 2 will apply.

3.3 Specifications for RADIUS interface for POI

- (a) The following attributes are to be specified by the ISP for the purposes of authentication, unless TransACT Capital has agreed to perform authentication on the ISP's behalf:
 - (i) RADIUS realm(s);
 - (ii) RADIUS server ports (1645/1646 or 1812/1813).
- (b) All realms must be public registered domains and owned by the ISP.
- (c) TransACT Capital will provide the following attributes to the ISP for the purposes of authentication, unless TransACT Capital has agreed to perform authentication on the ISP's behalf:
 - (i) IP address details for the ISP RADIUS server (Network 4, Annexure 2);
 - (ii) TransACT RADIUS server(s) IP addresses;
 - (iii) TransACT RADIUS server ports;
 - (iv) RADIUS shared-secret.
- (d) TransACT Capital will provide Ethernet access to the TransACT Capital's RADIUS infrastructure through:
 - (i) provision of a 100Mbps full duplex Ethernet port; and
 - (ii) bandwidth of 1Mbps.or
 - (iii) alternatively RADIUS access via the public Internet

3.4 Subscriber Policy Management

TransACT Capital provides a subscriber policy management interface via a XML-RPC policy server with the following functionality:

- (a) disconnection of subscribers; and
- (b) shaping of subscriber connections to a lesser bandwidth than the ISP Customer's Access speed.

4. Service Period

[date] to [date]

5. POI

As specified in the Agreement.

6. Fees and Charges

6.1 Fees for Network Service

	Item	Charge
(a)	ISP Private Virtual Router	\$1,000 per month (ex GST)
(b)	ISP Aggregating Virtual Circuit (AGVC) <ul style="list-style-type: none">Per Mbps of AGVC per month	If [Customer] has an ISP Agreement, the Charges are the same as the equivalent Charges specified in Clause 6 of [Customer]'s Service Schedule relevant to the ISP Agreement. Any variation to those Charges in the ISP Agreement Service Schedule is automatically applied to this Clause 6.1 of this Agreement. If [Customer] does not have an ISP Agreement Service Schedule, the Charges are POA.

6.2 Installation Charges

	Item	Charge
(a)	Initial set-up of Virtual Router, RADIUS and AGVC	\$1000 (ex GST)
(b)	Additional Virtual Router, RADIUS and AGVC set up request after initial set up	\$250 per event (ex GST)

6.3 Incorrect fault identification

\$1,000 per incident (ex GST)

6.4 After Hours Access

\$165 (ex GST) call out fee plus \$192 (ex GST) per hour

6.5 Data User Charges

	Item	Charge
(a)	Authenticated ISP Customer Fee - Residential	\$8.00 per month (ex GST)
(b)	Authenticated ISP Customer Fee – SME, Corporate and Government Agency	\$13.00 per month (ex GST)

(c)	Authenticated ISP Customer Fee – Residential for Virtual ISP Connection	\$9.00 per month (ex GST)
(d)	Authenticated ISP Customer Fee – SME, Corporate and Government Agency for Virtual ISP Connection	\$14.00 per month (ex GST)
(e)	Additional RADIUS realm Virtual ISP configurations	\$1,000 (ex GST) per annum per realm

7. Fault Reporting

7.1 Fault Reporting Process

If the ISP suspects that a fault has occurred, or the Service is not available, the ISP must complete a diagnostic check of the ISP Equipment to ensure that the fault is not due to the ISP Equipment. The ISP may then report the fault to TransACT Capital’s Network Operations Centre and provide the following information:

- (a) location of the fault (if known);
- (b) name of the person reporting the fault;
- (c) description of the fault;
- (d) name of the site and technical contact; and
- (e) service ID affected by the fault.

Each time a fault is reported by the ISP, TransACT Capital will issue the fault a unique identifier (**Trouble Ticket**), which shall be logged by TransACT Capital and quoted by the parties to assist in management of the fault and future analysis and reporting.

8. Service Levels

8.1 Application of Service Levels

Service Levels will only apply if the ISP has met the following conditions:

- (a) the ISP Equipment conforms to ACMA or relevant Australian standards;
- (b) signalling conforms to ACMA or relevant Australian standards;
- (c) RF emissions conform to relevant EMC standards;
- (d) general equipment conforms to power standards; and
- (e) ISP Equipment is securely mounted inside racks.

8.2 Service Level Agreement

TransACT Capital shall identify a Network Fault. An Identification/Restoration period of three hours will apply per incident. After this time, service availability is applied.

The availability of the ISP’s Aggregating Virtual Circuit and Virtual Router will be 99.9% excluding fault Identification/Restoration. This is equivalent to the ISP’s Aggregating Virtual Circuit and Virtual Router being unavailable for no more than 42 minutes per month.

The Virtual Circuit and Virtual Router are available when the Network Service allows the ISP Equipment to access and receive the Network Service.

If TransACT Capital fails to meet the Service Levels (that is, the outage(s) duration per month exceeds the service availability), the following Service Level Rebates will apply to the ISP in respect of that month:

Excess Time (beyond the service availability)	up to 150 minutes	151 - 210 minutes	211 - 300 minutes	More than 301 minutes
Monthly fee percentage rebate	15%	30%	50%	100%

8.3 Rebate Payable

The percentage rebate will apply in respect of that month as a percentage of the following Charges:

- (a) ISP Private Virtual Router Actual charges as apply from time to time
- (b) ISP AGVC Actual charges as apply from time to time

8.4 Applicable Conditions to Payment of Rebate

- (a) Excludes an event or occurrence, including acts or omissions of a third party or customers or due to Force Majeure Event over which TransACT Capital, in its reasonable opinion, is not able to avoid by the exercise of reasonable action.
- (b) Excludes periods of planned outage(s) necessary for TransACT Capital, in its sole discretion, to carry out work on its facilities, network, or systems, including the installation of infrastructure, maintenance and upgrades.
- (c) The payment of a rebate is conditional on the ISP requesting a rebate within one month of the relevant issue. The determination as to whether a rebate is payable is a matter solely for TransACT Capital, acting in good faith.