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Certain words are used with the specific meanings set out on page 19 and in the General Terms of Our Customer Terms ("**General Terms**").

1 About this section

Our Customer Terms

1.1 This is the Ethernet MAN section of Our Customer Terms. The General Terms also apply unless you have a separate agreement with us, which excludes the General Terms.

Inconsistencies

1.2 This section applies to the extent of any inconsistency with the General Terms.

1.3 If this section lets us suspend or terminate your service, that's in addition to our rights to suspend or terminate your service under the General Terms.

When this section applies

1.4 This section applies if you signed up for your Ethernet MAN service on and from 13 August 2013.

No assignment or resupply

1.5 Ethernet MAN isn't available to Telstra wholesale customers or for resale. You mustn't assign or resupply Ethernet MAN to anyone.

We have to approve your requests

1.6 In this section, where you can apply, request, ask, are eligible (or any other similar wording) for a service, feature, functionality, or any other item ("**Request**"), we can accept or reject that Request at our choice.

Ethernet MAN cease sale and exit notification

1.7 The following cease sale and exit notification only applies to stand-alone Ethernet MAN services and does not apply where Ethernet MAN is used as a last mile access type for other services (such as Telstra Internet Direct).

1.8 From 28 June 2018, Ethernet MAN is no longer be available for order by new customers.

1.9 From 30 June 2019, customers with existing Ethernet MAN services will no longer be allowed to add new Ethernet MAN services, make external relocations of existing Ethernet MAN services, or recontract existing Ethernet MAN services.

1.10 From 30 June 2021, we will exit Ethernet MAN Service and cancel remaining Ethernet MAN Services.

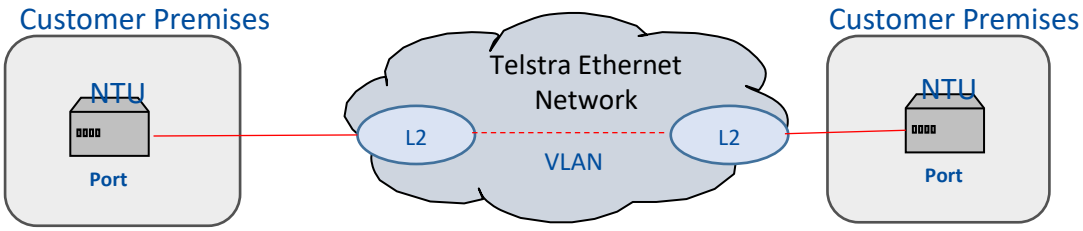
2 Ethernet MAN

What is Ethernet MAN?

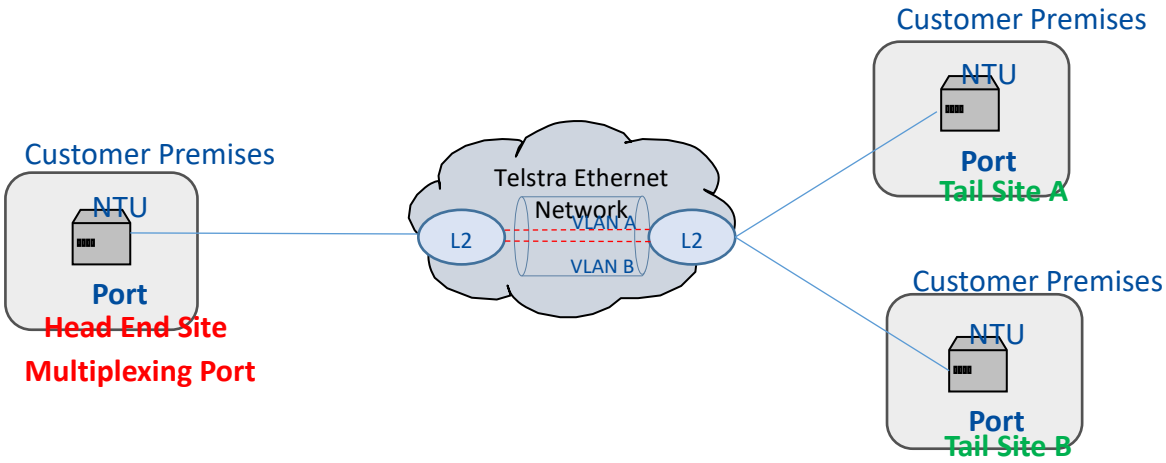
2.1 Ethernet MAN is an Ethernet over fibre data networking service. You use it to connect two or more sites in available locations in Australia. It offers high speed data connectivity and scalable bandwidth and redundancy options.

Standard Ethernet MAN and Ethernet MAN EVPL

2.2 Standard Ethernet MAN connects and transmits data between two sites, often like this:



2.3 Ethernet MAN EVPL is an Ethernet MAN option. Ethernet MAN EVPL connects and transmits data between multiple sites that aggregate onto into one head end, often utilising one port and one NTU, like this:



We work during Business Hours

2.4 Unless otherwise stated, we do work as part of Ethernet MAN (including installation, configuration, site audits and feasibility studies) during Business Hours. Additional charges apply outside Business Hours. We can confirm these charges on request.

3 What Ethernet MAN connections are available?

3.1 There are 3 types of Ethernet MAN connections:

(a) Ethernet MAN single uplink;

(b) Ethernet MAN dual uplink; and

(c) Ethernet MAN fully redundant.

Ethernet MAN single uplink

3.2 Ethernet MAN single uplink comprises:

(a) 2 ports;

(b) 1 NTU at each site;

(c) a single fibre connection that terminates at an exchange.

Ethernet MAN dual uplink

3.3 Ethernet MAN dual uplink comprises:

(a) 2 ports;

(b) 1 NTU at each site; and

(c) 2 dual fibre connections that terminate at an exchange.

Ethernet MAN fully redundant

3.4 Ethernet MAN fully redundant comprises:

(a) at least 3 ports;

(b) 2 NTUs at each site; and

(c) at least 2 fibre connections terminating at different exchanges.

3.5 Ethernet MAN fully redundant provides a backup connection. You can only use it if the primary connection fails.

3.6 Ethernet MAN EVPL is not available with dual uplink or fully redundant connections.

4 Details of your Ethernet MAN service

What do you get with Ethernet MAN?

4.1 With Ethernet MAN, you get:

(a) 2 or more ports to the service as set out above;

(b) connection from our Network Boundary at your first specified address, to the local exchange;

(c) connection from our Network Boundary at your second and/or subsequent specified address, to the local exchange; and

(d) connection of the service between the addresses where an access bandwidth is nominated to connect those addresses – this known as the link or link service.

What is Ethernet MAN's availability?

4.2 Ethernet MAN's availability depends on a few things, including:

(a) geographic and technical capability of our network and delivery systems;

(b) availability of suitable network infrastructure;

(c) provisioning time for equipment we provide as part of the service; and

(d) your equipment and interfaces.

4.3 We can confirm on request if Ethernet MAN is available to you.

What ports are available with Ethernet MAN?

4.4 A port is a dedicated digital transmission interface, used as part of Ethernet MAN.

4.5 After considering your transmission requirements, we'll agree with you, the type of ports to be used from the list below or such other list available from us from time to time:

Physical layer standard	Media	Approximate distance (metres)	Duplex	Interface
10 Base-Tx	Category 3, 4, 5 (copper)	100	Half	IDC, RJ-45
100Base-Tx	Category 5	100	Full/Half	IDC, RJ-45
100Base-Fx	62.5µ Multi-mode fibre (MMOF)	400	Half Duplex	SC
100Base-Fx	62.5µ Multi-mode fibre (MMOF)	2000	Full Duplex	SC
1000Base-SX	62.5µ Multi-mode fibre (MMOF)	220	Full	SC
1000 Base-LX	62.5µ Multi-mode fibre (MMOF)	550	Full	SC
1000Base-T	Category 6 (copper)	100	Full	RJ-45
10GBase-SR	62.5µ Multi-mode fibre (MMOF)	Legacy fibre – 26 OM4 fibre – 300	Full	SC
10GBase-LR	62.5µ Multi-mode fibre (SMOF)	10000	Full	SC

What bandwidths are available with Ethernet MAN?

4.6 Access bandwidths are between 2 Mbit/s and 1000 Mbit/s (nominal data throughput rate limit) for your Ethernet MAN service. Higher bandwidths may be available on request.

4.7 We'll agree with you, the initial access bandwidth for your Ethernet MAN service.

4.8 The maximum rate carried on a port depends on the physical line rate of the interface and the subscribed access speed at which the rate will be policed. The method we use to police this may vary and we can confirm this method on request.

4.9 Actual throughput is lower than the chosen access bandwidth. This is because the transmission protocol uses some of the access bandwidth to manage the data transmission.

4.10 For the "bandwidth on demand" feature available with Ethernet MAN single uplink, dual uplink and fully redundant, we will apply Port based Rate-Limiting ("**PBRL**").

4.11 Bandwidth on demand is not available for Ethernet MAN EVPL or with certain access bandwidths, which we can confirm on request.

4.12 For Ethernet MAN single uplink, the access bandwidth is fixed full duplex. This means it is a symmetrical service so that you can send and receive data at the same rate.

Changing your bandwidth

4.13 You can ask us to change the access bandwidth for a site at any time.

4.14 You're responsible for all access bandwidth change requests sent to us, regardless of how they're communicated to us.

4.15 You must check that your access bandwidth change requests are completed. However, we won't charge you for any access bandwidth change requests that we haven't completed.

5 Connecting an Ethernet MAN service

How long does it usually take?

5.1 We aim to meet the target standard provisioning times below for connecting your Ethernet MAN service. These times start on the date we have all the information we need from you and ends once your Ethernet MAN service is provisioned:

Category of order (as we determine)	Target standard provisioning time
1. **Basic**: Orders that don't need any external work before installation and that are in metropolitan areas. Basic orders could include minor internal work at your site or our exchange, which can be done at the same time as the site visit.	9 Business Days
2. **Minimal**: Orders that need minimal work prior to installation, such as external transmission plant installation work (including installing up to 500m of cable), substantial internal plant work, or substantial fee for service work.	19 Business Days
3. **Medium**: Orders that need medium work before installation, including seeking third party consent before work can begin.	24 Business Days
4. **Extensive**: Orders that need major construction activity.	Assessed case by case

5.2 We aim to provision a link or port provided on existing Ethernet MAN infrastructure within 4 Business Days, but only if this doesn't need any on-site construction or fee-for-service work at your premises, our premises or externally.

6 Ethernet MAN equipment

Cabling and data terminal equipment

6.1 To apply for and continue to use Ethernet MAN, you must at all times and at your cost:

(a) ensure that your equipment is compatible with Ethernet MAN and meets our technical and other requirements that we specify from time to time;

(b) provide and maintain the cable to connect the Ethernet MAN service from our Network Boundary to your equipment; and

(c) use equipment that complies with all relevant Australian Communications & Media Authority ("**ACMA**") technical requirements for connection to a public switched data service.

6.2 We connect your existing cabling at your site to Ethernet MAN if it's been installed:

(a) by a registered cabling service provider; and

(b) to and continues to meet minimum technical requirements that ACMA determines from time to time.

6.3 You can connect data terminal equipment to Ethernet MAN if the equipment and equipment supplier complies with the ACMA's data terminal equipment permit requirements from time to time.

6.4 You must give us accurate equipment configurations so we can set up Ethernet MAN with compatible configurations. If you don't do this, you must pay all expenses we incur in connection with identifying any fault and reconfiguring your Ethernet MAN service. We can confirm these expenses on request.

Your liability to us for equipment

6.5 You must pay all costs and expenses we incur in replacing or repairing our equipment or other property that is damaged, destroyed or requires attention at any time as a result of:

(a) connecting your or another person's equipment to our network; or

(b) any change to your or another person's equipment or interference by it with any of our property.

What equipment do we provide?

6.6 We install equipment at your site as part of Ethernet MAN. Title in the equipment remains with us at all times.

6.7 In relation to our equipment, you must at all times, take proper care of it and ensure:

(a) it's not damaged, destroyed, lost or stolen, or modified (except by us); and

(b) its operating environment is maintained as we require from time to time, including in relation to operating voltage, humidity and temperature.

6.8 You must pay all reasonable costs we incur in connection with repairing, modifying, or altering our equipment, where we need to do so because of your equipment or anything you, or a party acting on your behalf (other than us), has done.

6.9 If an Ethernet MAN service expires or is terminated, we may at our choice, collect our equipment. If we do this, you must ensure that we have prompt access to any site for this collection.

6.10 If the termination is for any reason other than our material breach, you must promptly pay us our reasonable costs in connection with collecting our equipment.

Where is the NTU located?

6.11 The standard location for our NTU at your site is the building communications room or the Main Distribution Frame room ("**MDF Room**"), where this exists. We deliver Ethernet MAN to this location.

6.12 For Ethernet MAN fully redundant connections:

(a) we can choose to provide you with a separate NTU at an alternate location or equipment room at your site; and

(b) you can ask us to provide you with a separate NTU at an alternative location at your site. If we agree to your request, you must pay us the additional cost of extending cabling beyond the standard service delivery point. We can confirm these charges on request.

6.13 For Ethernet MAN single uplink and dual uplink, you can ask to have a NTU provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room. If we agree to your request, you must pay us the additional cabling charges, which we can confirm on request.

6.14 If there's a suitable NTU to provide Ethernet MAN in the communications room or MDF Room at your site but you ask us to terminate Ethernet MAN on a NTU located in another place at your site and we agree to your request, additional charges apply, which we can confirm on request. If you ask us to do this, you must do so at the time you order the relevant Ethernet MAN service.

6.15 You can ask us to supply and provide the following at your cost:

(a) diverse access links;

(b) cable upgrades from the Property Entry Point to the Building Entry Point via trenching supplied by you or us;

(c) alternate or diverse cable entry point to building;

(d) additional service commissioning tests; or

(e) any other work specifically requested on your site.

7 What are the charges for Ethernet MAN?

Charges depend on your location

7.1 Your Ethernet MAN charges depend on the service zone or area advised to you when you apply for the service, and from time to time. These zones or areas can include CBD, business, metropolitan, urban or regional.

7.2 All charges in this section are GST exclusive, unless otherwise stated.

7.3 The connection charges below cover connection to our network and connection of your property (i.e. install and test cabling from the Building Entry Point to the Network Boundary).

Connection charges – single uplink

7.4 The following charges apply for connecting a new Ethernet MAN single uplink service:

Ethernet MAN single uplink	Connection charge
New Ethernet MAN single uplink establishment per link between your two specified addresses	
CBD zone to CBD zone	$20,000
CBD zone to business zone	$24,000
Business zone to business zone	$24,000
CBD zone to metro zone	$33,000
Business zone to metro zone	$24,000
Metro zone to metro zone	$33,000

Connection charges – dual uplink and fully redundant

7.5 The following charges apply for connecting a new Ethernet MAN dual uplink or fully redundant service:

Ethernet MAN dual uplink and fully redundant	Connection charge
New standard Ethernet MAN dual uplink or fully redundant connection establishment per link between your two specified addresses	
CBD zone to CBD zone	$30,000
CBD zone to business zone	$40,000
Business zone to business zone	$40,000
CBD zone to metro zone	$50,000
Business zone to metro zone	$50,000
Metro zone to metro zone	$50,000
New standard Ethernet MAN port (each)	$3,600
New fully redundant connection establishment for each specified address	
In a metro zone	$50,000

In a business zone	$40,000
In a CBD zone	$30,000

Monthly bandwidth charges – single uplink

7.6 These monthly bandwidth charges apply for each link to either a CBD zone or a business zone for Ethernet MAN single uplink:

Monthly bandwidth charges – Ethernet MAN single uplink			
Access bandwidth	**CBD to CBD zone**	**CBD to business zone**	**Business to business zone**
2 Mbit/s	$1,898.75	$2,190.75	$2,464.33
4 Mbit/s	$2,127	$2,455	$2,761
8 Mbit/s	$2,356	$2,719	$3,058
10 Mbit/s	$2,596.67	$2,991.50	$3,361.50
20 Mbit/s	$4,474.50	$5,203.17	$5,886
50 Mbit/s	$6,080	$7,141	$8,136
100 Mbit/s	$7,666.50	$9,074.25	$10,395
500 Mbit/s	$13,129	$15,831.42	$18,369
1000 Mbit/s	$16,549	$20,118.75	$23,472

7.7 These monthly bandwidth charges apply for each link to a metropolitan zone for Ethernet MAN single uplink:

Monthly bandwidth charges – Ethernet MAN single uplink			
Access bandwidth	**CBD to metro zone**	**Business to metro zone**	**Metro to metro zone**
2 Mbit/s	$3,306.75	$3,584.75	$4,154.33
4 Mbit/s	$3,705	$4,017	$4,655
8 Mbit/s	$4,104	$4,449	$4,984
10 Mbit/s	$4,507.67	$4,921.92	$5,464.92
20 Mbit/s	$5,811.75	$6,370.92	$7,128.75
50 Mbit/s	$8,132.42	$8,946	$10,116.33
100 Mbit/s	$10,722.58	$11,568.42	$13,033.75
500 Mbit/s	$19,387.58	$21,034.17	$24,130.33
1000 Mbit/s	$25,026.33	$27,212.08	$31,454.92

Annual bandwidth charges – dual uplink and fully redundant

7.8 We bill your annual bandwidth charges monthly in advance.

7.9 The following bandwidth charges apply for each link to either a CBD zone or a business zone for Ethernet MAN dual uplink or fully redundant:

Annual bandwidth charges – Ethernet MAN dual uplink and fully redundant			
Access bandwidth	**CBD to CBD zone**	**CBD to business zone**	**Business to business zone**
2 Mbit/s	$23,984	$28,421	$32,858
3 Mbit/s	$25,430	$30,135	$34,840
4 Mbit/s	$26,877	$31,849	$36,821
8 Mbit/s	$29,770	$35,277	$40,784
10 Mbit/s	$32,800	$38,808	$44,820
20 Mbit/s	$56,520	$67,500	$78,480
30 Mbit/s	$64,800	$77,640	$90,480
40 Mbit/s	$71,280	$85,740	$100,200
50 Mbit/s	$76,800	$92,640	$108,480
60 Mbit/s	$81,600	$98,640	$115,680
70 Mbit/s	$85,920	$104,040	$122,160
80 Mbit/s	$89,880	$108,960	$128,040
90 Mbit/s	$93,480	$113,520	$133,560
100 Mbit/s	$96,840	$117,720	$138,600
150 Mbit/s	$110,880	$135,420	$159,960
200 Mbit/s	$122,040	$149,580	$177,120
300 Mbit/s	$139,800	$172,140	$204,480
400 Mbit/s	$153,840	$190,080	$226,320
500 Mbit/s	$165,840	$205,380	$244,920
600 Mbit/s	$176,280	$218,760	$261,240
800 Mbit/s	$194,040	$241,620	$289,200
1000 Mbit/s	$209,040	$261,000	$312,960

7.10 The following bandwidth charges apply for each link to a metropolitan zone for Ethernet MAN dual uplink or fully redundant:

Annual bandwidth charges – Ethernet MAN dual uplink and fully redundant			
Access bandwidth	**CBD to metro zone**	**Business to metro zone**	**Metro to metro zone**
2 Mbit/s	$44,090	$49,162	$58,649
3 Mbit/s	$46,749	$52,127	$62,187
4 Mbit/s	$49,408	$55,092	$65,724
8 Mbit/s	$54,726	$61,022	$70,371

10 Mbit/s	$60,102	$67,500	$77,152
20 Mbit/s	$77,490	$87,372	$100,642
30 Mbit/s	$89,910	$101,466	$117,450
40 Mbit/s	$99,900	$112,914	$131,126
50 Mbit/s	$108,432	$122,688	$142,819
60 Mbit/s	$115,938	$131,274	$153,155
70 Mbit/s	$122,688	$138,996	$162,446
80 Mbit/s	$128,898	$146,070	$171,007
90 Mbit/s	$134,568	$152,604	$178,837
100 Mbit/s	$142,968	$158,652	$184,006
150 Mbit/s	$165,986	$184,464	$214,966
200 Mbit/s	$184,478	$205,254	$239,940
300 Mbit/s	$214,176	$238,626	$280,188
400 Mbit/s	$238,078	$265,518	$312,799
500 Mbit/s	$258,502	$288,468	$340,663
600 Mbit/s	$276,442	$308,664	$365,225
700 Mbit/s	$292,560	$326,862	$387,413
800 Mbit/s	$307,354	$343,494	$407,743
900 Mbit/s	$320,988	$358,884	$426,526
1000 Mbit/s	$333,684	$373,194	$444,070

Bandwidth charges – per second charging

7.11 With the bandwidth on demand option, we calculate the access bandwidth charges for the relevant Ethernet MAN connection by determining the number of seconds we actually provide the bandwidth to you (to the nearest second).

7.12 We then multiply these seconds by the annual access bandwidth charge (calculated as a per-second rate). Charges are calculated to the nearest cent and billed monthly. The minimum charge is the applicable 2 Mbit/s rate.

7.13 **Example of bandwidth on demand charging:** For a link from a CBD zone to a business zone at 10 Mbit/s, with the access bandwidth provided to you for 9000 seconds in a particular month – the access bandwidth charge is $11.07 GST excl. (i.e. $38,808 ÷ (365 x 24 x 60 x 60) x 9000).

Monthly port charges

7.14 The following monthly charges apply for each port using an Ethernet MAN dual uplink or fully redundant connection:

Dual uplink and fully redundant connection	Monthly port charges
For each port – CBD, business or metro zone	$300

Additional annual charge for fully redundant connection

7.15 The following annual charge applies for an Ethernet MAN fully redundant connection:

	CBD zone	Business zone	Metro zone
For each of your specified addresses	$28,200	$38,400	$57,600

Changing the physical port type

7.16 The following charge applies for changing the physical port type from a UTP to a MMOF, from a MMOF to a UTP, or changing the physical port interface type:

Changing the physical port type	Charge
For each change	$3,600

Cabling charges

7.17 We charge you for providing and installing cabling to your site beyond the standard service delivery point. We can confirm these charges on request.

Network extension charges

7.18 If your Property Entry Point is over 500 metres from the nearest part of our existing network that is used to connect your Ethernet MAN service, additional charges apply, which we can confirm on request.

7.19 This clause applies for any Ethernet MAN service ordered under an agreement entered on or from 1 August 2019. If we assess that any network extension or upgrade work is required to deliver the service to your site, we may charge you additional charges and require you to agree to additional terms as notified at the time of order or when the work is identified.

Service extension charges

7.20 A charge applies (which can be confirmed on request) for installing alternative cabling if you occupy premises for which our Network Boundary is a main distribution frame ("**MDF**") and:

(a) there's no suitable cabling system capacity at the site to extend cabling from the MDF to the location you request; or

(b) you don't want your service to be connected through the MDF.

New and replacement secure ID devices

7.21 We charge you $100 for each new or replacement secure ID device you ask us to provide.

Indoor removal and miscellaneous works

7.22 Additional charges apply for any indoor removal of your service. We can confirm these charges on request.

ACT Government Utilities Tax Charge

7.23 For ACT customers: If your service is at an address within the ACT Government area including the Jervis Bay area of NSW, we may charge you an ACT Government Utilities Tax Charge in addition to any other fees or charges set out in this section or in your separate agreement with us. See the General Terms of Our Customer Terms for Small Business or Corporate customers at http://www.telstra.com.au/customerterms/bus_government.htm (and any other contractual arrangements you may have with us), whichever is applicable.

8 Changing and converting your Ethernet MAN service

What is the target provisioning time for network alterations?

8.1 The standard target provisioning time for network alterations we make (i.e. not made online by you) to the Ethernet MAN service is one Business Day.

Changing your access bandwidth

8.2 We use the following bands to determine access bandwidth change charges:

Band	Access Bandwidth (Mbit/s)				
1	2		4	8	10
2	20	30	40	50	
3	60	70	80	90	100
4	150	200	300	400	500
5	600	700	800	900	1000

8.3 The charges in the table below apply for movements between the adjacent bands in the above table. Multiple charges apply for movements between non-adjacent bands. Changes within a band don't incur a charge – they only incur a change in the monthly charges set out above. For example, for a change from band 3 to band 5, we charge you two access bandwidth change charges (band 3 to band 4, plus band 4 to band 5).

Access bandwidth change charges	Amount
For each individual access bandwidth change we receive directly (not requested using bandwidth on demand)	
Ethernet MAN single uplink	$1,000*
Ethernet MAN dual uplink or fully redundant connection	$100*
For each individual access bandwidth change request that you make using bandwidth on demand (or change that we make in addition to the access bandwidth charge above):	
Changes between adjacent bands in bands 1 to 5	Nil

* This is charged per change, not per request. For example, if you ask for 3 bandwidth changes in one request, the relevant charge is applied 3 times.

Minor network changes

8.4 We charge you $100 for each minor network change.

Converting your Ethernet MAN service

8.5 You can ask us to convert or upgrade your Ethernet MAN service to another compatible service type. If we agree to your request, the following charges apply for each conversion:

Service conversion or upgrade	Charge
For each conversion from Ethernet MAN single uplink to dual uplink	$5,000
For each conversion from Ethernet MAN service to two IP MAN fully redundant connections	$1,000
For each other conversion	$1,000

9 What you must do

9.1 You must at all times and at your own cost:

(a) ensure our personnel are in a safe working environment when on your premises;

(b) ensure your maintenance contact agreed with us (or their replacement as notified by you) is available for us to contact 24 hours a day, each day of the year;

(c) give us all reasonable assistance, cooperation, access, information, materials and facilities as we request from time to time in connection with us performing our obligations under this section or working at your site;

(d) obtain all third party consents needed for us to use the facilities, sites and any materials requested by us to perform Ethernet MAN;

(e) give us floor plans showing power distribution and agreed equipment placement;

(f) provide us with a secure and lockable storage area for our equipment during installation and commissioning of Ethernet MAN; and

(g) ensure that we or our representatives are the only ones that carry out connections and disconnections to Ethernet MAN and our equipment (except where you do so under clause 6.3).

9.2 You're responsible for the operation and maintenance of the patch cables, attenuators or other devices connecting your equipment to our equipment.

9.3 If you fail to meet any of your obligations under this section:

(a) we get an extension of time to reasonably reflect the effects of your failure; and

(b) you must promptly pay us any costs we incur from the failure, including costs associated with down time and re-scheduling of resources (calculated on our then current time and material rates).

10 Minimum term and termination

What is Ethernet MAN's minimum term?

10.1 You must take each Ethernet MAN service for at least 12 months or such other period set out in your separate agreement with us ("**minimum term**").

What happens if your Ethernet MAN service is terminated?

10.2 If you terminate an Ethernet MAN service before it's provisioned, you must pay us all costs we incur in provisioning that service. We can confirm these costs on request.

10.3 An early termination fee also applies if:

(a) you terminate an Ethernet MAN service before the end of its applicable minimum term, except where the termination is due to our material breach; or

(b) we terminate an Ethernet MAN service before the end of its applicable minimum term due to your material breach.

10.4 The early termination fee is 65% of A × B where:

A is the average charges paid or payable each month for the relevant Ethernet MAN service and any other service or feature under this section, up to the date of termination.

B is the number of months (or part of a month) from the date of termination until the end of the applicable minimum term.

10.5 You acknowledge that this is a genuine pre-estimate of our loss (including loss of profits).

11 Service Assurance

What is Ethernet MAN's availability target?

11.1 We aim to meet the following availability targets for Ethernet MAN, measured over a 12 month period:

Single uplink	Dual uplink	Fully redundant
99.95%	99.97%	99.995%

Fault reporting and repair

11.2 As part of the Ethernet MAN service, we provide a 24 hours a day, 7 days a week:

(a) fault reporting service for you to tell us about service faults; and

(b) maintenance and repair service for service faults, including public holidays.

11.3 Your monthly bandwidth access charge includes maintenance up to our Network Boundary and, where applicable, of the NTU only. Maintenance of any cabling on your premises (i.e. cabling beyond the Network Boundary point) or any equipment you own or use isn't included.

Target response and repair times

11.4 Our target response and repair times only apply to service faults within our maintenance responsibilities.

11.5 We aim to respond to you within one hour of you telling us about a fault with your service. You receive a response from us once we start identifying the fault.

11.6 We aim to repair your service to full working order within 12 hours of you telling us about the fault.

Temporary and emergency repairs

11.7 Sometimes, we do temporary repairs so you can use Ethernet MAN before we finish full repairs. Temporary repairs count as a repair when calculating our restoration obligations.

11.8 We prioritise repairing major faults that affect several customers. If a major fault occurs, we may not meet our targets to you for repairing Ethernet MAN.

Faults you or interference cause

11.9 We're not responsible for failing to meet our obligations in relation to Ethernet MAN for incidents or faults caused or contributed to by the following ("**Third Party Faults**"):

(a) you or a third party (including incidents caused by your failure or a third party's failure to maintain appropriate power, temperature or other environmental conditions in respect of any equipment used to support Ethernet MAN);

(b) the cutting of cable or fibre which affects your Ethernet MAN service;

(c) equipment we didn't supply as part of Ethernet MAN;

(d) you not giving us sufficient and timely access to your premises and equipment so that we can carry out investigations or repairs; or

(e) any other cause beyond our reasonable control (including, but not only, acts of God, industrial disputes of any kind, lightening, fire, earthquake, storm, flood, government restriction, an Australian Competition and Consumer Commission determination, determination of any court of law or any such similar event).

11.10 If we do any work in connection with Third Party Faults, you must pay us additional charges, which we can confirm on request.

Service appointment times

11.11 We'll arrange with you, appointment times for restoring or repairing faults. You mustn't unreasonably refuse our appointment time requests.

Customer select assurance and maintenance options

11.12 Enhanced service assurance options may be available at an additional cost to you. These offer faster response and repair targets for faults. For information in relation to our customer select assurance and maintenance options, see the Service Assurance and Provisioning Commitment section of Our Customer Terms.

12 Other work we do for you

12.1 The standard network connection charge for service activation includes work performed during Business Hours.

12.2 Additional charges apply for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract. We can confirm these additional charges on request.

13 Special meanings

13.1 The following words have the following special meanings:

Building Entry Point is the point where cable crosses or goes through the perimeter of your building.

Business Day means Monday to Friday (excluding public holidays).

Business Hours are 8am to 5pm (AEST) on Monday to Friday (excluding public holidays).

MAN means metropolitan area network.

Network Boundary means the boundary determined under section 22 of the Telecommunications Act 1997.

NTU means Network Termination Unit and is a Telstra network device.

Property Entry Point means the point where the cable or optic fibre enters your property.