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Certain words are used with the specific meanings set out in the [General Terms of Our Customer Terms](#).

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## 1 About the Ethernet Line section

### Our Customer Terms

- 1.1 This is the Ethernet Line section of Our Customer Terms.
- 1.2 The [General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

### Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in the Ethernet Line section, then the Ethernet Line section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Ethernet Line section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the [General Terms of Our Customer Terms](#).

### Ethernet Line cease and exit sale notification

- 1.5 From 28 June 2018, Ethernet Line is no longer be available for order by new customers.
- 1.6 From 30 June 2019, customers with existing Ethernet Line services will no longer be allowed to add new Ethernet Line services, make external relocations of existing Ethernet Line services, or recontract existing Ethernet Line services.
- 1.7 From 30 June 2021, we will exit Ethernet Line and cancel remaining Ethernet Line services.

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## 2 The Ethernet Line service

### What is Ethernet Line?

- 2.1 The Ethernet Line service is a high-speed point-to-point or point-to-multipoint data service. It supports Layer 2 Ethernet, Fast Ethernet and Gigabit Ethernet transmission of data. It is suitable for carriage of non-routable protocols.
- 2.2 Ethernet Line allows data to be transmitted between two or more of your sites provided that the sites are located within the local call areas of Sydney, Melbourne, Canberra, Brisbane, Adelaide or Perth (or any other area that we may tell you about from time to time). Ethernet Line can also be used as access into Telstra Internet Direct.

### **Service features**

- 2.3 Each Ethernet Line service has its own reserved bandwidth or “channel” on our network. This means that your service does not share core bandwidth with our other customers.
- 2.4 The Ethernet Line service comes with standard or protected connectivity depending on which option you choose. If a part of the synchronous digital hierarchy ring is not functioning, protected connectivity allows your data to be directed through another part of the ring so that you do not lose connectivity.
- 2.5 The Ethernet Line service includes:
- (a) two access services; and
  - (b) one connectivity service which is either standard or protected, depending on which option you choose; or
  - (c) one access service and one connectivity service into Internet Direct.

### **Availability**

- 2.6 The availability of the service may vary depending on a number of factors including:
- (a) geographic and technical capability of our network and of our delivery systems at the time at which the service is requested and delivered;
  - (b) availability of a suitable network infrastructure at the time at which the service is requested or delivered;
  - (c) provisioning time for equipment we required to provide the service; and
  - (d) your equipment and interfaces.
- 2.7 The Ethernet Line service is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply your Ethernet Line service to a third party.

### **Minimum term**

- 2.8 You have to take your Ethernet Line service for at least 12 months (“minimum term”).

### **Cancelling your service**

- 2.9 If you order a new Ethernet Line service and cancel that service within 15 working days, you must pay all costs incurred by us up to the full amount of the relevant connection charge as set out in your application form.

- 2.10 If you order a new Ethernet Line service and cancel that order after 15 working days, you must pay us the full connection charge as set out in your application form.

### Early Termination Fee

- 2.11 If you cancel your Ethernet Line service before the end of the minimum term we may also charge you an Early Termination Fee calculated as 85% of  $(A+B) \times C$  where:

A = the relevant monthly access charge as set out in your application form;

B = the relevant monthly connectivity charge as set out in your application form; and

C = the number of months from the date of cancellation until the end of the minimum term.

- 2.12 You acknowledge that the Early Termination Fee is a genuine pre-estimate of our loss we are likely to suffer.

### Access Services

- 2.13 An access service is a dedicated digital transmission interface you use to access your Ethernet Line service.
- 2.14 Ethernet Line supports the following physical layer standards for Ethernet (IEEE 802.3) interfaces. After considering your transmission requirements, you may select one of the following types of access services to be used:

Physical layer standard	Media	Duplex	Interface
10/100Base-Tx	Category 5e/6	Full/Half	IDC, RJ-45
100Base-Fx	Multi-mode fibre (MMOF)	Full/Half	SC
1000 Base-LH/LX	Single-mode fibre (SMOF)	Full	SC
10GBase-LR/SR	Single-mode fibre (SMOF)	Full	SC

### Access bandwidth

- 2.15 You may choose the access bandwidth speed (nominal data throughput rate limit) for your service. The bandwidth speeds that are available range from 10 Mbit/s to 1000 Mbit/s for Point to Point, and 10 Mbit/s to 1000 Mbit/s for Point to

MultiPoint. The maximum rate carried on an access service is limited by the physical line rate of the interface and the subscribed access speed at which the rate will be monitored. The method we use to monitor the subscribed rate or specific services may vary and information on this is available from us upon request.

- 2.16 Actual throughput will be lower than the access bandwidth for the Ethernet Line access connection. This is due to the transmission protocol which uses a portion of the access bandwidth of the Ethernet Line connection to manage the transmission of data.

### Connectivity bandwidth

- 2.17 You may choose the bandwidth speed for your connectivity service. The connectivity bandwidth speeds available range from 10 Mbit/s to 10,000 Mbit/s.
- 2.18 Actual throughput will be lower than the connectivity bandwidth for the Ethernet Line connection. This is due to the transmission protocol which uses a portion of the connectivity bandwidth of the Ethernet Line connection to manage the transmission of data.

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## 3 Connecting an Ethernet Line service

### Provisioning times

- 3.1 We aim to meet our standard provisioning times for your service. We measure our target standard provisioning times from the time that we receive all the information we need from you until the time we complete the provisioning of your service. The times are expressed in working days (ie Monday – Friday, excluding public holidays).
- 3.2 The provisioning times for the Ethernet Line service are based on the following four categories of orders as follows:

Category of order	Target standard provisioning times
1 – Basic	9 working days
2 – Minimal	19 working days
3 – Medium	24 working days
4 – Extensive	A provisioning assessment is made on a case-by-case basis.

**Category 1 – basic:** orders that do not need any external work before installation.

These orders may need minor internal plant work at our exchange, or minor internal plant work at your site that we can perform at the same time as the site visit.

**Category 2 – minimal:** orders that need external transmission plant installation work (including the installation of up to 500 metres of cable), substantial internal plant work, or substantial fee-for-service work.

**Category 3 – medium:** orders that need us to seek the consent of someone other than you before starting street work, depending on the location of your end or the exchange end of the service.

**Category 4 – extensive:** orders that need major construction activity.

### **Cabling and data terminal equipment**

- 3.3 You must provide the cable to connect the service from our network boundary to your equipment.
- 3.4 You must use equipment which complies with all relevant Australian Communications & Media Authority technical requirements for connection to a public switched data service.
- 3.5 We only connect your existing cabling at your premises to the service if:
  - (a) it has been installed by a registered cabling service provider; and
  - (b) it has been installed to and continues to meet minimum technical requirements determined by the Australian Communications & Media Authority.
- 3.6 You can connect data terminal equipment to the service if the equipment supplier complies with the Australian Communications & Media Authority's data terminal equipment permit requirements.
- 3.7 You must tell us the data terminal equipment configuration so that we can set up the service with compatible configurations throughout the network. If you do not tell us the correct configuration, you must pay us for any expenses we incur in connection with the identification of any fault and reconfiguring of your service that is required as a result of you telling us an incorrect configuration. We charge these expenses at our fee-for-service charges (set out in the [Fee-for-Service \(Other work we do for you\)](#) section of Our Customer Terms.
- 3.8 At your cost, you must give us all reasonable assistance and take all safety precautions reasonably necessary to ensure the safe and proper performance by us of work at your premises.

### **Your liability to us**

- 3.9 You must pay us any costs and expenses we incur in replacing or repairing our plant, equipment or other property that is damaged or destroyed at any time as a result of:
  - (a) connecting data terminal equipment to our network; or

- (b) any change to the data terminal equipment or interference by it with any of our property.

### **Ethernet Line Connection charges**

- 3.10 All connection charges are available on request from your Telstra Sales Representative.

### **NTU locations**

- 3.11 The standard location for the NTU at your site is the building communications room or the Main Distribution Frame room (“MDF Room”), where this exists.
- 3.12 You may elect to have an NTU provisioned on your own floor (for example, in your own communications room) or a location other than the building communications room, provided that you pay us the cabling charges.
- 3.13 If a shared access switch suitable to provide your new service already exists in the communications room or MDF Room at your site and you still wish to terminate a new service on a NTU located in another place at your site, we reserve the right to charge you the installation cost of the additional switch, in addition to the cabling charges.
- 3.14 In addition to the above, we may supply and provide 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 points to the building;
  - (d) additional service commissioning tests; and
  - (e) any other work specifically requested on your property or premises.

### **Cabling charges**

- 3.15 If you require us to provide and install cabling to your site beyond the standard service delivery point, we will charge you the relevant cabling charges are set out in the Ethernet MAN section of Our Customer Terms.

### **Network extension charges**

- 3.16 Where your new service will be supplied by cable and your property entry point is more than 500 metres from the nearest part of our existing network to be used to connect your service, we may charge you our fee-for-service charges to lay cable from our existing network to your property entry point. We charge you for laying cable beyond the first 500 metres. We will tell you this cost and seek your consent before we start work.

For fee-for-service charges see the [Fee-for-Service \(Other work we do for you\)](#) section of Our Customer Terms.

### Service extension charges

3.17 We may charge you our fee-for-service charges for installing alternative cabling where you occupy premises for which our network boundary is a Main Distribution Frame (“MDF”) and:

- (a) there is no suitable spare capacity in the cabling system at the premises to extend cabling from the MDF to the location you request; or
- (b) you do not want your service to be connected through the MDF.

For fee-for-service charges see the [Fee-for-Service \(Other work we do for you\)](#) section of Our Customer Terms.

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## 4 Charges

4.1 In addition to the charges that are set out in this section of Our Customer Terms, all Ethernet Line charges are set out in your application form.

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## 5 Changing your service

### Charges for Change of Service

5.1 You may request changes to your Ethernet Line service. If we agree, we will advise you of our charges to implement the change to your service and any changes to your service charges.

### Indoor removal and miscellaneous works

5.2 We charge you our fee-for-service charges for any indoor removal of your service. The fee-for-service charges are set out in the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

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## 6 Performance specifications

6.1 The end-to-end service availability targets for Ethernet Line are listed below. Target availability of the service is measured over a 12-month period.

Ethernet Line with Standard Connectivity	Ethernet Line with Protected Connectivity	Ethernet Line with Protected Access and Protected Connectivity
99.90%	99.95%	99.98%



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## 7 Service Assurance

### Fault reporting and repair

- 7.1 As part of the Ethernet Line service, we also provide:
- (a) a 24-hour fault reporting service for telling us about service faults; and
  - (b) a 24-hour, 7 days a week (including public holidays) maintenance and repair service for service faults.
- 7.2 The monthly service charge covers maintenance up to our network boundary and, where applicable, of the network termination unit only. Maintenance of any telecommunications cabling on your premises (ie cabling beyond the network boundary point) or any telecommunications equipment owned or used by you is not included.

### Target response and restoration times

- 7.3 Our target response and restoration times only apply to service faults within our maintenance responsibilities.
- 7.4 If there is a fault in your service, we aim to respond to you within one hour of you telling us about the fault. You will receive a response from us once we start taking action to identify the fault.
- 7.5 If there is a fault in your service, we aim to repair your service to full working order within 12 hours of you telling us about the fault.

### Temporary repairs

- 7.6 In some cases, we may perform a temporary repair, so that you can use the service before we finish a full repair. A temporary repair that allows you to use the service counts as a repair for the purposes of working out our service restoration obligations to you.

### Emergency repairs

- 7.7 We give priority to rectifying major fault outages affecting a number of customers. If a major fault occurs, we may not meet our targets for repairing your service.

### Faults caused by interference or you

- 7.8 We can charge you to repair the following faults:
- (a) faults caused by your interference or interference within your control;
  - (b) faults caused by your negligence; and
  - (c) faults caused due to wilful damage by you to your Ethernet Line service.

### Service appointment times

- 7.9 We will agree service appointment times for restoring and repairing faulty services with you.

### Customer Select Assurance and Maintenance Options

- 7.10 Enhanced service assurance options may be available at an additional cost to you. These offer faster service response and restoration 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.

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## 8 Other work we do for you

- 8.1 The standard network connection charge for service activation includes work performed during our standard hours of business, which are 8am to 5pm, Monday to Friday, excluding public holidays.
- 8.2 For charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract see “Our Customer Terms [Fee-for-service \(Other work we do for you\)](#)”.

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## 9 Special meanings

- 9.1 The following words and abbreviations have the following special meanings:

**application form** is the application form that you completed to obtain your service.

**building entry point** is the point where a cable crosses or goes through the perimeter of your building.

**network boundary** means the boundary as ascertained in accordance with section 22 of the Telecommunications Act 1997.

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

**property entry point** means the point where the cable or optic fibre enters your property.