



## IP WAN SERVICE SCHEDULE

### 1. DEFINITIONS

1.1. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Access Circuit** is a transmission circuit that connects a Customer's site to the MPLS Core Network using Beam Ethernet or a third party network.

**ADSL and VDSL** mean digital subscriber line transmission technology over copper.

**BCC Service** means a Beam Cloud Connect service that provides an Access Circuit between the Customer's IP WAN and a Beam approved third party cloud provider.

**Beam** Means WAN Solutions Pty Ltd (ACN 150 294 143)

**Beam SLA** means the Beam service level agreement which can be found at <http://www.beambarossa.com.au/legal>, as updated from time to time.

**Customer** means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

**End Users** means a customer of the Customer.

**Ethernet over Copper** means Ethernet in the first mile connection that uses twisted copper wire.

**IP WAN** is an IP Private Network instance overlayed onto the Beam MPLS Core Network.

**IP WAN (Managed) Service** is a monitored and managed IP WAN service.

**IP WAN (Self-Managed) Service** is a self-managed IP WAN service.

**MPLS Core Network** is the network comprised of Beam maintained core routers and switches, over which the IP WAN and other services are provided.

**NTD** means the network terminal device supplied by NBN Co which terminates the fibre optic connections from NBN.

**NTU** means networking termination unit which terminates an Access Circuit at a Customer Premises.

**Private Network** means the network between customer locations where traffic is transmitted via an Access Circuit into the MPLS Core Network, maintained as a private virtual routed IP network overlay.

**Professional Services Rate Card** means the document setting out Beam's then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

**Required Equipment** means:

(a) the Service Interface;

(b) a modem;

and

(c) any additional equipment that may be required for the Customer's particular computer, network and telephone requirements.

**Router** means the router which Beam provides to the Customer as part of the IP WAN (Managed) Service.

**Services** mean the IP WAN Services and the BCC Service whichever is applicable.

**Service Delivery Point** means the sites at which Beam will install Beam Equipment necessary to provide the Service Interface as specified in the Service Order.

**Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the IP WAN service.

**Service Requests** means a request from the Customer for information, advice, add, move, change or access to an IT Function.

**Software** means any software Beam supplies to the Customer for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**Standard Terms and Conditions** means the standard terms and conditions between Beam and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.beambarossa.com.au/legal>.

## **2. THE SERVICES**

2.1. This Service Schedule is for the supply of an IP WAN or one or more Access Circuits (collectively and individually referred to as IP WAN Services) or a BCC Service. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Beam.

2.2. Beam will provide the Services and BCC Service to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services and BCC Service (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders and all applicable laws.

2.3. Beam may vary the Service or BCC Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

## **3. SERVICE DESCRIPTION**

3.1. The IP WAN Service provides connectivity between customer locations where traffic is transmitted via an Access Circuit into the IP WAN.

3.2. The MPLS Core Network is configured with automatic failover to redundant transmission and/or equipment. Access Circuits are not provided with redundant transmission or equipment unless agreed otherwise.

3.3. Each Access Circuit will be delivered at the speed specified in the Service Order, between the MPLS Core Network and the nominated Customer locations specified in the Service Order and for the period specified in the Service Order.

3.4. Each Service is delivered as either IP WAN (Managed) Service or IP WAN (Self-Managed) Service as specified in the Service Order.

3.5. The speed of the IP WAN Service is determined by the bandwidth of the IP WAN Service and not by the bandwidth of the Service Interface.

3.6. With respect to IP WAN Services delivered over copper (including Ethernet over Copper, ADSL and VDSL), the Customer acknowledges that:

- (a) the speeds available to the Customer are dependent on factors outside of Beam's control including, without limitation, distance from the exchange, phone line quality and hardware;

and

(b) the speeds specified in the Service Order are not guaranteed although the Customer will receive the maximum speed supported on the copper line up to the speed specified in the Service Order.

#### **4. ACCESS CIRCUITS**

4.1. A Customer site may be connected to the MPLS Core Network via either:

- (a) an Access Circuit over Beam's network,
- or
- (b) an Access Circuit over a Third Party Network.

4.2. The Customer acknowledges that not all Service Interfaces are available at all Customer's Premises. Beam will provide a Service Interface for the Customer to connect to the Access Circuit at the Service Delivery Point.

4.3. Beam will provision the IP WAN Service to the Customer site by terminating the IP WAN Service with Beam Equipment which may be an NTU, Fixed Wireless link, suitable patch panel or a patch cable. It is the Customer's responsibility to install and maintain any cabling between the Beam Equipment and the Customer Equipment.

4.4. The Customer must ensure that any Beam Equipment is maintained in good working order, is located in an environmentally controlled location and is secure. Beam Equipment must be located such that the equipment manufacturer's environmental conditions are met. These conditions are available upon request to Beam.

#### **5. IP WAN (MANAGED) SERVICE**

5.1. The IP WAN (Managed) Service includes:

- (a) the provision of the Router;
- (b) all initial and ongoing configuration of Beam Equipment;
- (c) shipping of Beam Equipment to a Customer designated location for Customer self-installation where applicable;
- (d) post installation testing of the Beam Equipment;
- (e) ongoing backup and storage of Beam Equipment configuration information; and
- (f) ongoing software upgrades to the Beam Equipment as needed and determined by Beam.

#### **6. IP WAN (SELF-MANAGED) SERVICE**

6.1. If the Service Order specifies delivery of the IP WAN Service as an IP WAN (Self-Managed) Service, the Customer is responsible for the supply, management and monitoring of the layer 3 router.

6.2. The IP WAN (Self-Managed) Service includes:

- (a) all initial and ongoing configuration of Beam Equipment;
- (b) shipping of Beam Equipment to a Customer designated location for Customer self-installation where applicable;
- (c) post installation testing of the Beam Equipment; and
- (d) ongoing software upgrades to the Beam Equipment as needed and determined by Beam.

## **7. BCC SERVICE**

7.1. This clause 7 also applies if a BCC Service is ordered by the Customer.

7.2. The Customer is responsible for engaging and maintaining its relationship with the third party cloud provider. Beam is not liable in any way for any acts or omissions related to or in connection with the third party cloud provider or their services. Beam's responsibility ends at the network interface where the Beam network connects to the third party cloud provider.

7.3. Notwithstanding the Service Order, only cloud providers approved by Beam are available as an end point of a BCC Service.

7.4. Beam will provide the BCC Service at the speed specified in the Service Order. However the Customer acknowledges that:

a) the performance of the BCC Service is subject to the service provided by the third party cloud provider which is not within Beam's control; and

b) where the speed of the BCC Service specified in the Service Order is lower than the speed used by the third party cloud provider, data frames may be dropped at ingress to the Beam network. It is the Customer's responsibility to ensure utilisation of the BCC Service is not attempted at a speed in excess of the BCC Service provided by Beam.

7.5. Beam may use a 3rd party intermediate network (for example an Ethernet exchange) to provide the BCC Service.

## **8. SERVICE QUALIFICATION & FEASIBILITY STUDIES**

8.1. All orders for IP WAN Services are subject to a service qualification and/or a feasibility study.

8.2. The Customer must ensure accurate and complete site address information is provided to Beam for use in qualifying each IP WAN Service. Any costs incurred by Beam due to incorrect, false or misleading information provided by the Customer may be charged to the Customer.

8.3. If the Customer changes the site locations prior to the delivery of the IP WAN Service, the Customer must pay Beam's reasonable costs and fees (if any) arising from the change of site.

8.4. A feasibility study may identify additional costs to provide the IP WAN Service to the Customer's nominated location. Any such costs are additional to any fees quoted or agreed in the Service Order. Where additional costs are identified, Beam will seek agreement from the Customer prior to proceeding with an order. Where a Customer elects not to proceed with an order, the order will be cancelled and the Customer agrees to pay for the cost of any feasibility study and any reasonable provisioning costs already incurred by Beam.

8.5. The fee for the feasibility study will be advised to the Customer at the time the order is placed. If the Customer proceeds to place an order for the IP WAN Service that was the subject of the completed feasibility study and that order is within any validity period for that feasibility study, the fee for the feasibility study will be waived, unless Beam has incurred third party costs for provision of the feasibility study in which case that charge will be passed on to the Customer.

## **9. CANCELLATION PRIOR TO COMPLETION**

9.1. If a Service is cancelled during provisioning and before completion including where Beam cancels as a result of the Customer refusing to provide any information or access necessary for Beam to provision the Service, Customer must pay Beam for any costs incurred as a result of feasibility studies, work already completed and any costs incurred as a result of Beam cancelling orders submitted to third party providers.

## **10. RELOCATIONS**

10.1. In the event the Customer requires a relocation of the Service to a new location, it must give to Beam a written request in a manner nominated by Beam. The Customer acknowledges that not all Services can be relocated.

10.2. Beam will respond to the request and advise the Customer whether the Services can be relocated.

10.3. In the event the Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Service as a result of the relocation.

## **11. UPGRADES**

11.1. The Customer may request that the Service be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of Service.

11.2. A once-off upgrade fee and additional monthly fees may apply.

## **12. SERVICE LEVEL AGREEMENT**

12.1. Beam will provide the Service in accordance with the Beam SLA.

12.2. The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Beam are within the Service before reporting the fault.

12.3. Beam may charge for Service Requests in accordance with its then current Professional Services Rate Card.

## **13. SERVICES PROVIDED VIA NBN**

13.1. Where the Service is provided via the National Broadband Network (NBN) provided by NBN Co Limited (NBN Co), this clause 13 applies.

13.2. The Customer must:

- (a) only access the Service using equipment supplied by NBN Co and or equipment that is ACMA approved telecommunications equipment.
- (b) ensure that an uninterrupted power supply is installed and acknowledges that the service will not operate in the event of a mains power failure.
- (c) ensure that the Customer Equipment is compatible with the NBN service; and
- (d) install, or arrange for the installation of, all the required equipment supplied generally by NBN Co to connect to NBN.

13.3. The Customer acknowledges that:

- (a) the Service is only available in locations in which NBN is connected and ready for use and is subject to availability;
- (b) Beam does not guarantee that the Service Interface or other Software will be compatible with any Customer Equipment connected by a network and/or network structure;
- (c) Beam does not guarantee that the Customer's connection speed made available through NBN will achieve the theoretical maximum connection speed at any given time.

13.4. Beam will arrange and coordinate the activation of the Customer's Service via NBN and will notify the Customer of activation of network.

### 13.5. Equipment

(a) The operation of the Required Equipment and any repairs to it is the Customer's responsibility.

(b) If the Customer notifies Beam that the NTD contains faulty components, the Customer must undertake the trouble shooting steps as notified by Beam from time to time. The Customer must give Beam sufficient information to assess the components. If Beam find that the relevant component is not faulty, Beam may charge the Customer a service fee. Beam will tell the Customer the amount of the service fee before Beam test NTD.

(c) The Customer is responsible for any damage, loss or theft of any equipment owned or provided by NBN Co. All NBN Co owned equipment remains the property of NBN Co. The Customer must not relocate, move within the Premises, or remove the equipment from the Premises at any time, unless instructed by Beam or NBN Co.

(d) The Customer must follow any instructions provided by Beam or NBN Co regarding the care, use or storage of the NTD or other equipment owned or provided by NBN Co.