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# Ethernet & ENNI (Layer 2) Service Schedule

01 November 2022 - Version 1.0

### 1 DEFINITIONS

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

**Access Network** means the part of the CiFi Network, or a third party network provided by CiFi, that connects the Customer's location to the Core Network.

Access Service means a service used to transmit the Ethernet Service over the Access Network

**Core Network** means the network that connects major national and international nodes of the CiFi network. The boundary between the Core Network and the Access Network is defined as the egress port facing the Access Network on core routers or switches.

**Customer** means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to "You" and "Your".

Ethernet Service has the meaning given to it in clause 2.1 of this Service Schedule.

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

**ENNI** means external network to network interconnect service.

**Protected Service** means a transmission service between two points whereby a failure in a transmission circuit or equipment within the Core Network related to the primary transmission path will automatically be rerouted via an alternate path, where available.

**Standard Terms and Conditions** means the Standard Terms and Conditions between CiFi and the Customer governing the general terms and conditions of the Services provided under this Service Schedule and any applicable Service order from time to time, available at <a href="http://www.cifi.com.au/">http://www.cifi.com.au/</a>

**Service Delivery Point** means the sites at which CiFi will install CiFi 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 Service.

**Unprotected Service** means a transmission service between two points whereby a failure in a transmission circuit or equipment on the primary path between the two points would result in a full or partial failure of data transmission.

**CiFi Network** means any telecommunications network, equipment, or facilities, or cabling owned, controlled or utilized by CiFi.

CiFi SLA means the CiFi service level agreement.

### 2 SERVICE DESCRIPTION

- 2.1 This Service Schedule applies to the following Ethernet services:
  - (a) Ethernet point to point services;
  - (b) Ethernet multipoint services;
  - (c) Any other point to point or point to multipoint Layer 2 service including those using technologies such as VPLS, QinQ and Etherpipe.

(Collectively and individually referred to as 'Ethernet Service'). It will apply to the first and any subsequent Service Orders for Ethernet Services executed by the Customer and CiFi.

- 2.2 CiFi will provide the Ethernet Services to the Customer on the terms of the Standard Terms & Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Ethernet Services (and, where relevant, will ensure that your End User(s) use the Ethernet Services) in accordance with the terms of the Standard Terms & Conditions, this Service Schedule, any applicable Service Orders and all applicable laws.
- 2.3 The Ethernet Service is a layer 2 Ethernet service delivered over wireless, fibre and/or copper technologies depending on the CiFi Network infrastructure.
- 2.4 The Ethernet Service is delivered between location/s and at the speed specified in the Service Order for the Initial Term. The speed of an Ethernet Service is determined by the bandwidth of the Ethernet Service and not by the bandwidth of the Service Interface.
- 2.5 The Ethernet Service is provided over the Core Network and, depending on the service delivery locations, Access Networks.
- 2.6 Where practicable, Ethernet Services will be provided with IPSec encryption applied between the supplied CiFi NTD's, providing an additional layer of security for all customer ingress/egress traffic traversing the service from this point. The Core Network is capable of being configured to provide either a Protected Service or Unprotected Service, as specified in the Service Order. Where the Service Order does not specify the Ethernet Service as being either a Protected or Unprotected Service, it is assumed to be an Unprotected Service.
- 2.7 The Access Network is unprotected and the Ethernet Service does not include protection, redundancy or diversity in the Access Network unless otherwise agreed by CiFi.
- 2.8 The Ethernet Service offers connections at a range of bandwidths from 10 Mbps to 1000 Mbps (1 Gbps) when deployed using optical fibre and at a range of bandwidths from 4Mbps to 40 Mbps when deployed using copper (including Ethernet over Copper) and is available within the coverage area of CiFi' Network and where there is sufficient spare infrastructure capacity. CiFi may offer other speeds where available and at the sole discretion of CiFi.
- 2.9 The Ethernet Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if it is technically and commercially viable.

### 3 CONNECTION TO THE SERVICE

- 3.1 CiFi will provide a standards based interface for the Customer to connect to the CiFi Equipment at the Customer Premises.
- 3.2 The Service Interface bandwidth must be equal to or greater than the bandwidth of the Ethernet Service or Services provided via the Service Interface.

### 4 MULTIPLE SERVICES ON A SINGLE SERVICE INTERFACE

- 4.1 The Service Order sets out which of the following configuration options apply:
  - (a) an individual Service Interface used for a single Ethernet Service; or
  - (b) multiple Ethernet Services presented on an individual Service Interface.

### 5 SERVICE PROVISION

- 5.1 CiFi will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Ethernet Service in accordance with the service delivery targets set out in the CiFi SLA.
- 5.2 CiFi may vary the Ethernet Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

### **6 SERVICE LEVEL AGREEMENT**

- 6.1 CiFi will provide the Service in accordance with the CiFi SLA.
- 6.2 The Service is considered available in relation to the Service Level Agreement if data can be transmitted using the Service.

# 7 EQUIPMENT

# **Customer Equipment**

- 7.1 The Customer is responsible for the configuration, maintenance and correct operation of any Customer Equipment it uses in conjunction with the Ethernet Service and any third party services the Customer uses in conjunction with the Ethernet Service.
- 7.2 CiFi is not liable for faults caused by:
  - (a) networking devices used by the Customer to terminate the Ethernet Services; or
  - (b) third parties to Customer Equipment or other related services consumed by the Customer (e.g. services not provided by CiFi).
- 7.3 For Ethernet multipoint services, Customers are responsible for any layer 3 networking required to connect the Ethernet Service to the Customer's network.

### 8 RELOCATIONS

- 8.1 In the event the Customer requires a relocation of the Ethernet Service to a new location, it must give to CiFi a written request in a manner nominated by CiFi. The Customer acknowledges that not all Ethernet Services can be relocated.
- 8.2 CiFi will respond to the request and advise the Customer whether the Ethernet Services can be relocated.
- 8.3 In the event the Ethernet Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Ethernet Service as a result of the relocation.

### 9 UPGRADES

- 9.1 The Customer may request that the Ethernet 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.

## 10 CANCELLATION

10.1 Cancelling a service prior to provisioning may carry once-off time and material charges, plus the applicable early termination charges, if any.