Product Description - Pure Fibre Access

Issued by	Global Edge Network Pty Limited (ABN 60 152 238 714)
Service	Pure Fibre Access symmetric fibre network service for business customers.
Version	V1.0
Related Documents	Your Contract with Global Edge Network Pty Limited, comprising your Order, this Product Description, and the Global Edge Network Service Standard Terms & Conditions
SLA	Service Level Agreement included as Appendix A to this Product Description

1 Product Description

This Product Description sets out the features, technical details, support arrangements and Service Levels for Pure Fibre Access, a Network Service supplied by Global Edge Network Pty Limited (ABN 60 152 238 714) (Global Edge, we, us, our). Global Edge supplies the Network Service over the Global Edge Network, our wholesale data communications network platform. Together with:

(a) your Order (which sets out the specific Network Service you have ordered, including bandwidth, term, and Fees);

(b) the Global Edge Network Service Standard Terms & Conditions (the Terms) (which set out the legal terms of your relationship with us); and

(c) any Special Conditions agreed between us in writing,

this Product Description forms the Contract for your Pure Fibre Access Network Service.

Capitalised terms used but not defined in this Product Description have the meanings given to them in the Terms. Where a term is defined in this Product Description, that meaning applies for the purposes of the Network Service it describes.

2 Documents Conflict

If anything in this Product Description is inconsistent with your Order, the Order prevails. If anything in this Product Description is inconsistent with the Terms, this Product Description prevails (so far as it relates to the Pure Fibre Access Network Service). This reflects the order of precedence set out in the Terms.

3 Service Overview

Pure Fibre Access is a business-grade fibre Internet access service delivered over the Global Edge Network. It provides symmetric, dedicated connectivity at the bandwidth set out in your Order, over an Attachment Circuit installed to your Site.

3.1 What's Included

Pure Fibre Access provides dedicated, business-grade access to the Internet over the Global Edge Network. Key features:

(a) symmetric bandwidth at the speed set out in your Order;

(b) an unlimited flat-rate data plan — no excess usage charges;

(c) one static public IPv4 address for your use, allocated from a /31 WAN subnet, as described in clause 9;

(d) static routing by default; and

(e) the Service Levels set out in Appendix A.

3.2 Availability

Availability at your Site is subject to service qualification. We may need to perform a Site survey or build assessment before we can confirm we can deliver the Network Service to you, and we may need to recover the reasonable cost of any non-standard build works (which we will quote and obtain your approval for before commencing).

3.3 Network Termination Unit and Demarcation

Pure Fibre Access is delivered to your Site through one of the following delivery methods, as set out in your Order:

4 NTU delivery

(a) We will install a Network Termination Unit (NTU) at your Site. The NTU is Global Edge Equipment, supplied and managed by us. You will choose the NTU from the list available when you place your order. One port is used as the uplink to the Global Edge Network and the remainder are available for the Network Service handoff (or for additional Network Services we may agree to deliver on the same Attachment Circuit).

(b) We may from time to time substitute a different NTU model with materially equivalent functionality. The NTU remains the property of Global Edge (or its supplier) at all times and must be returned to us when the Network Service ends.

5 Wires-only delivery

Where your Order specifies wires-only delivery, we deliver the Ethernet handoff directly to your equipment without supplying an NTU. You are responsible for any equipment needed to terminate the fibre handoff at your Site (such as compatible SFP optics and a router or switch).

6 Service Demarcation Point

The Service Demarcation Point is the physical point at your Site where our responsibility ends and yours begins:

(a) for NTU delivery, the Service Demarcation Point is the SFP+ port on the NTU at which the Network Service is delivered;

(b) for wires-only delivery, the Service Demarcation Point is the end of the fibre patch lead inside your rack.

You are responsible for all cabling, equipment, configuration and support on your side of the Service Demarcation Point.

Installation Process

7 Indicative delivery timeframe

After we accept your Order, we will provide an indicative target delivery date based on a Site survey, building access and any underlying build works required. Where the Site is already on the Global Edge Network, delivery is typically faster than where a new build is needed; off-net and new-build Sites are inherently more variable.

Indicative target dates are estimates only and are not Service Level commitments. Where a more specific commitment is required for a particular Service, it will be set out in the Order for that Service. We will keep you informed of progress through the provisioning process.

7.1 What we need from you

To enable us to deliver the Network Service, you must:

(a) provide and pay for any landlord, body corporate or building manager consents required for our access and installation works;

(b) provide safe and timely access to the Site (including the comms room or installation location) at agreed times;

(c) provide a suitable location, mains power, and operating environment (including ventilation or cooling where required) for the NTU;

(d) keep agreed install appointments — if you miss an appointment without reasonable notice, we may charge our reasonable costs for the missed visit; and

(e) provide accurate Site, contact and access information when you place your Order, and tell us promptly if any of it changes.

7.2 Standard installation

An installation is standard where:

(a) a standard 240V AC general purpose power outlet is available at the install location;

(b) installation can be completed by a single technician using normal means (no scissor lifts, core drilling, masonry penetration, or similar civil works); and

(c) building riser cable and pathway has sufficient capacity available.

Where non-standard installation work is required, we will quote any additional charges (typically based on time and materials) and obtain your written approval before commencing the additional work. Where additional charges are quoted and you do not approve them, we may cancel the Order without further liability.

7.3 Service Commencement Date

The Service Commencement Date for a Network Service is the earlier of:

(a) the date on which we notify you that the Network Service is ready for use; and

(b) the date on which you first use the Network Service.

Billing for the Network Service begins on the Service Commencement Date.

8 Bandwidth-on-Demand

Pure Fibre Access supports bandwidth on demand. You can change the bandwidth of a Network Service during its Initial Period using the Global Edge customer portal (when available) or by emailing support@globaledge.network, subject to the rules in this clause 8. Bandwidth changes are processed as an Order and are subject to the ordering and acceptance provisions of the Terms.

8.1 The Original Bandwidth

Your Order sets out the bandwidth of the Network Service at the start of the Initial Period (the Original Bandwidth). This is the minimum bandwidth you have committed to for the duration of the Initial Period.

8.2 Upgrades

You may upgrade the bandwidth of the Network Service at any time during the Initial Period, up to the maximum bandwidth supported on your Attachment Circuit. When you upgrade:

(a) we will implement the upgrade as soon as reasonably practicable after we accept your request;

(b) the new Fees for the upgraded bandwidth apply from the start of the next billing cycle following the upgrade; and

(c) the Initial Period and contracted end date of the Network Service do not reset.

8.3 Downgrades

You may downgrade the bandwidth of the Network Service at any time during the Initial Period, provided the downgraded bandwidth is equal to or greater than the Original Bandwidth. When you downgrade:

(a) the downgrade takes effect from the start of the next billing cycle following the request; and

(b) the new (lower) Fees apply from the same date.

8.4 Bandwidth changes after the Initial Period

After the Initial Period, you may change the bandwidth of the Network Service (up or down) without restriction, on a month-to-month basis. The new Fees apply from the start of the next billing cycle.

8.5 Modification fees

Bandwidth upgrades and downgrades within the limits set out in this clause 8 are made without modification fee. Modification fees may apply for changes to the Network Service that require physical infrastructure works (for example, replacing an SFP module, re-cabling, or works at the Service Demarcation Point). Where a fee applies, we will disclose it before processing your request.

9 IP addresses

We allocate a /31 IPv4 WAN subnet for the point-to-point access link. The Customer-side address in that subnet is your static public IPv4 address for the Network Service. Additional public IPv4 addresses are available on request, subject to availability and our standard charges.

We grant you a non-exclusive, non-transferable licence to use any IP addresses we allocate to you, solely in connection with the Network Service. When the Network Service ends, your right to use those IP addresses ends, and you must stop using them.

10 Support hours and contact channels

We provide support for the Network Service as follows:

Type of request	Hours	How to contact us
Fault reports (Service-affecting)	24 hours a day, 7 days a week, 365 days a year	Global Edge customer portal or email support@globaledge.network
Billing and account enquiries	9:00 am to 5:00 pm AEST, Monday to Friday (excluding national public holidays)	Global Edge customer portal or email support@globaledge.network
Change and modification requests	9:00 am to 5:00 pm AEST, Monday to Friday (excluding national public holidays)	Global Edge customer portal or email support@globaledge.network

11 Fault reporting and resolution

11.1 Reporting a fault

To report a fault, contact us using one of the channels in clause 10. So that we can respond effectively, please provide:

(a) your account or Service identifier;

(b) the Site affected and a description of the fault;

(c) when the fault started and what (if anything) has changed at your Site recently; and

(d) contact details of a person we can reach for further information.

11.2 Fault classification

When you log a fault, we will classify it as either:

(a) an Interrupted Fault — the Network Service is completely non-operational; or

(b) a Non-Interrupted Fault — the Network Service is degraded but still operational.

We will tell you the classification when you log the fault. The classification determines the response and restoration targets in the SLA at Appendix A.

11.3 Fault response and restoration targets

Our targets for responding to and restoring reported faults are set out in Appendix A. Those targets are operational commitments, not Service Level commitments and failure to meet them does not, on its own, entitle you to a Service Credit. Service Credits are calculated solely on the basis of Achieved Availability for the relevant calendar month, as set out in Appendix A. Service Credits under Appendix A are your sole and exclusive financial remedy for a failure to meet a Service Level, subject to your non-excludable rights under the Australian Consumer Law. This reflects the Service Credit provisions of the Terms (under which Service Credits are the sole financial remedy for a failure to meet a Service Level) and the limitation of liability under the Terms.

11.4 No-fault-found charges

If we investigate a fault you report and we reasonably determine that the fault was not caused by anything we are responsible for (for example, the fault was caused by your equipment, your network, or external interference), we may charge you for our work at our standard time and materials rates. We will not charge you for an initial fault diagnosis where we cannot identify a clear cause.

12 Service modifications

You may request changes to your Service (other than bandwidth changes, which are dealt with in clause 8) at any time. Examples include:

(a) adding additional Pure Fibre Access Services on the same Attachment Circuit (subject to the delivery methods described in clauses 4 and 5 and to a separate Order for each new Service);

(b) requesting additional or changed IP addresses; and

(c) upgrading to additional services or variants we make available from time to time.

We will tell you whether the change is technically and commercially feasible, the timing, and any modification fee that applies. Changes take effect when we implement them.

13 Service Relocations

The Terms do not provide a separate relocation right; a relocation is handled as a new Order for the relocated Network Service and, where it cannot proceed, as a termination under the Terms. In summary:

(a) relocation is subject to the Network Service being available at the new premises (subject to service qualification);

(b) the relocated Service must be ordered for a new Initial Period not less than the unexpired portion of the original Initial Period; and

(c) if we cannot deliver the Network Service at the new premises, or you do not accept the terms on which we can, the request is treated as a termination, and the Cancellation Charge under the Terms applies.

14 Changes we may make to the Network Service

Changes that we may make to the Network Service are dealt with in the amendment provisions of the Terms, and changes to your Fees are dealt with in the Fees and Payment provisions of the Terms. In summary:

(a) we will not increase the Fees for a Network Service during its Initial Period (other than to pass through new or increased taxes, levies or similar regulatory charges as permitted under the Fees and Payment provisions of the Terms);

(b) we may make beneficial or neutral changes (such as adding functionality at no extra cost) at any time;

(c) we may make urgent changes required by law or for security reasons; and

(d) we may amend the Terms or the Network Service without your consent only where the amendment does not have a material adverse impact on your rights (in our reasonable opinion) or relates to a change required for the proper provision of the Network Service, as set out in the amendment provisions of the Terms.

Refer to the amendment and Fees and Payment provisions of the Terms for the full rules.

Appendix A - SLA

1. About this SLA

This Service Level Agreement (SLA) forms part of the Product Description for Pure Fibre Access. It sets out the Service Level commitments we make for the Network Service, and the Service Credits available to you where we fail to meet those commitments.

Service Credits under this SLA are your sole and exclusive financial remedy for our failure to meet a Service Level commitment, subject to:

(a) your non-excludable rights under the Australian Consumer Law; and

(b) the limitation of liability and risk allocation in the Terms.

A Service Credit under this SLA is the only financial remedy available for a Service Level failure for the relevant interruption, consistent with the Service Credit provisions of the Terms.

2. Service Level commitments

2.1. Availability Target

We commit to a target availability of 99.95% per calendar month for each Pure Fibre Access Service. Availability for a month is calculated as Total minutes in the calendar month minus minutes during which the Network Service was unavailable, other than minutes attributable to an Excluded Event divided by Total minutes in the calendar month, expressed as a percentage.

A Service is treated as unavailable for the period from the time you log an Interrupted Fault with us in accordance with clause 11.1, until the time we restore the Network Service to operational status.

2.2. Response Targets

The Response Target is the elapsed time during the relevant service hours between you logging a fault and our acknowledgement and classification of the fault. The Response Target is an operational commitment only. Failure to meet it does not, on its own, entitle you to a Service Credit.

Fault classification		Response Target
P1 – Critical (Interrupted Fault)	Complete failure of a Network Service resulting in a total outage of the affected circuit(s).	4 hours (24/7)
P2 – Serious (Non-Interrupted Fault)	Serious impairment of a Network Service that results in significant degradation of throughput, latency, jitter or availability across multiple sites.	6 hours (8am to 6pm AEST)

2.3. Restoration targets

The Restoration Target is the elapsed time, during the relevant service hours, between you logging a fault and us restoring the Network Service. We use reasonable endeavours to meet the following Restoration Targets. Like the Response Target, the Restoration Target is an operational commitment only. Failure to meet it does not, on its own, entitle you to a Service Credit. Service Credits are calculated on Achieved Availability only, as set out in clause 3.

Fault classification	Restoration Target
P1 - Interrupted Fault	8 hours (24/7)
P2 - Non-Interrupted Fault	End of next Business Day

2.4. Performance targets

We commit to the following performance targets across the Global Edge Network, measured over each calendar month:

Performance measure	Target
Average round-trip time (domestic)	80 ms or less
Average round-trip time (international, to US West Coast)	200 ms or less
Average packet loss	Less than 1%

Failure to meet a Performance Target does not entitle you to a Service Credit. Where performance is materially and persistently below the targets above, we will work with you in good faith to identify and address the cause.

3. Service Credits

3.1. When credits apply

Where the Achieved Availability for a Network Service in a calendar month fall below the target in clause 2.1, you are entitled to a Service Credit on the next invoice for that Service. The credit is calculated as a percentage of the Fees for that Service for that calendar month in which the Performance Measure was not met, based on the table below.

Achieved monthly availability	Service Credit
≥ 99.95% (SLA met)	Nil
≥ 99.7% and < 99.95%	5%
≥ 99.5% and < 99.7%	10%
< 99.5%	20%

3.2. Conditions on credits

To claim a Service Credit, you must:

(a) have reported any relevant faults in accordance with clause 11.1;

(b) apply for the credit in writing within 30 days of the end of the calendar month to which the claim relates; and

(c) have your account in good standing at the time of the claim (including no overdue undisputed Fees).

Service Credits are applied as a credit against future Fees (not a cash refund). The total Service Credits payable for any one Service in any one calendar month will not exceed 100% of the Fees for that Service.

3.3. Excluded Events

You are not entitled to a Service Credit, and the failure does not count against the Availability target, where the failure is caused by or attributable to an Excluded Event. An Excluded Event is any of the following:

(a) a Force Majeure Event (as defined in the Terms);

(b) planned maintenance notified to you in accordance with our standard procedures;

(c) faults in, or interference caused by, your equipment, network, premises, or power supply;

(d) faults in equipment or services not supplied by us, including any third-party equipment or service used by you in connection with the Network Service;

(e) your acts or omissions, or those of your End Users (including breach of the Terms or of your customer obligations under the Terms);

(f) any period during which we are unable to gain reasonable access to your premises to investigate or rectify a fault;

(g) any period during which the Network Service is unavailable as a result of an event excluded under the Service Level exclusions in the Terms, or is suspended or restricted by Global Edge in accordance with the Terms; or

(h) any period for which you have already received (or are entitled to receive) a Service Credit or other credit under another provision of this SLA, the Product Description, or the Terms.

4. Planned maintenance

We may perform planned maintenance on the Global Edge Network. Where the maintenance may affect your Service, we will give you reasonable prior notice (typically at least five Business Days' notice). Where urgent maintenance is required to address a security issue or protect network integrity, we will give you as much notice as is reasonably practicable in the circumstances. Planned maintenance is typically performed outside business hours.