



3G failsafe for IPVPN terms & conditions

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These Terms are supplementary to the services agreement under which we provide products and services to you. In addition to the definitions set out in the Services Agreement the following words and expressions shall mean:

“3G Signal” the radio signal between the CPE Router terminating the Fixed Line Connection and the nearest Mobile Network Operator transmitter mast operating the 1920-1980MHz and 2110-2170MHz range

“3G Failsafe for IP VPN Services” the provision of an alternate data path in the event that the primary data path supplied through the Fixed Line Connection becomes unavailable for a period of greater than 2 minutes

“CPE Router” the router located at the Customer Premises and at which the Fixed Line Connection terminates

“Customer’s Premises” the premises set out in the Order as being those premises to which the Services are to be provided

“Fixed Line Connection” the broadband connection used to provide a data path into the IP-VPN Solution

“Mobile Network Operator (MNO)” the owner of the wireless communications infrastructure and controller of the radio spectrum allocation on which the 3G data path is provided between the CPE Router and the interconnect between the MNO infrastructure and Zen’s network infrastructure

“Services Agreement” the agreement under which Zen provides Products to the Customer

1. Service Limitations

- 1.1 Before accepting an Order for 3G Failsafe for IP VPN Services at any of the Customer’s Premises, Zen will provide an estimate of the likelihood that the Customer’s Premises can receive a sufficient signal 3G signal both indoors and outdoors.
- 1.2 The actual capability of the equipment to receive a 3G signal indoors will be validated during provisioning of the Fixed Line Connection. The installation engineer will use reasonable endeavours to obtain the maximum possible signal strength and may make use of an indoor antennae extension kit which may be located anywhere in the room.
- 1.3 If it is not possible to provide the 3G Failsafe for IP VPN Services because it is not possible to receive a sufficient 3G signal inside the room where the CPE Router is to be located, Zen will notify the Customer as soon as possible.
- 1.4 In the event that Zen is unable to provide the 3G Failsafe for IP VPN Services, the parties shall meet to discuss alternative means of providing a data path and the associated costs, including, but not limited to investigating:
 - 1.4.1. the installation of an external antennae at the Customer’s Premises; or
 - 1.4.2. the provision of a different technology to provide the alternate data path.

2. Monitoring and Availability

- 2.1** Zen will monitor the strength of the 3G Signal and the stability of the 3G Failsafe for IP VPN Services as an extension of the Fixed Line Connection.
- 2.2** In the event that the 3G Signal deteriorates to a level which renders the 3G Failsafe for IP VPN Service unusable due to insufficient throughput to operate the Customers applications, Zen will investigate if the CPE Router or the 3G Data SIMM is the root cause and if so, Zen will classify the issue as a Priority 3.
- 2.3** If the 3G Failsafe for IP VPN Service is unavailable due to a fault in the Zen network, Zen will classify the issue as a Priority 2.
- 2.4** Zen shall not be held responsible, nor shall it accept any liability where the 3G Failsafe for IP VPN Service becomes unavailable due to:
 - 2.4.1 radio signal interference caused by equipment in the surrounding area of the Customer Premises where the CPE Router is located;
 - 2.4.2 subsequent construction of buildings or other structures which weaken or block the signal between the Customer Premises and the Mobile Network Operator's 3G transmission mast;
 - 2.4.3 restructuring of the mobile network by the Mobile Network Operator; or
 - 2.4.4 any other eventualities beyond the reasonable control of Zen.
- 2.5** Zen make no guarantee in respect of the minimum data throughput obtainable over the 3G Data Service (the "Throughput"). The Throughput will be tested during provisioning and the results will be used as the baseline to report against for as part of monthly report.
- 2.6** If the average Throughput drops below a level which is unusable for a particular site the Customer shall have the right to terminate the 3G Failsafe for IP VPN Service for that site only.

3. Fault Priorities

- 3.1** If the Fixed Line Connection is operational and the 3G Failsafe for IP VPN Service becomes unavailable due to the reasons described in section 2.2 then the fault will be classed as a Priority 3.
- 3.2** If the Fixed Line Connection is out of service and the 3G Failsafe for IP VPN Service becomes unavailable due to the reasons described in section 2.3 then the fault will be classed as a Priority 1.
- 3.3** For the purposes of these Specific Terms and Conditions, Priority shall be defined as follows:

Priority	Impact definition	Initial response (not auto responder)	Target feedback frequency
P1 Critical Target repair time: 4 hours	Total service unavailable or severe operational fault with no work around.	Verbally within 1 hour	Every hour
P2 High Target repair time: 12 hours	Operational fault that results in partial service availability	Verbally within 4 hours	Every 2 hours
P3 Medium Target repair time: 1 working day	Operational fault but work around already exists so that business can continue with little or no impact	Verbally within 8 hours	Every 4 hours