

**Tusass A/S
(Referred to as Tusass)**

Wholesale Data Services

Annex C5

Local IP Service

Service Description

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1. Introduction

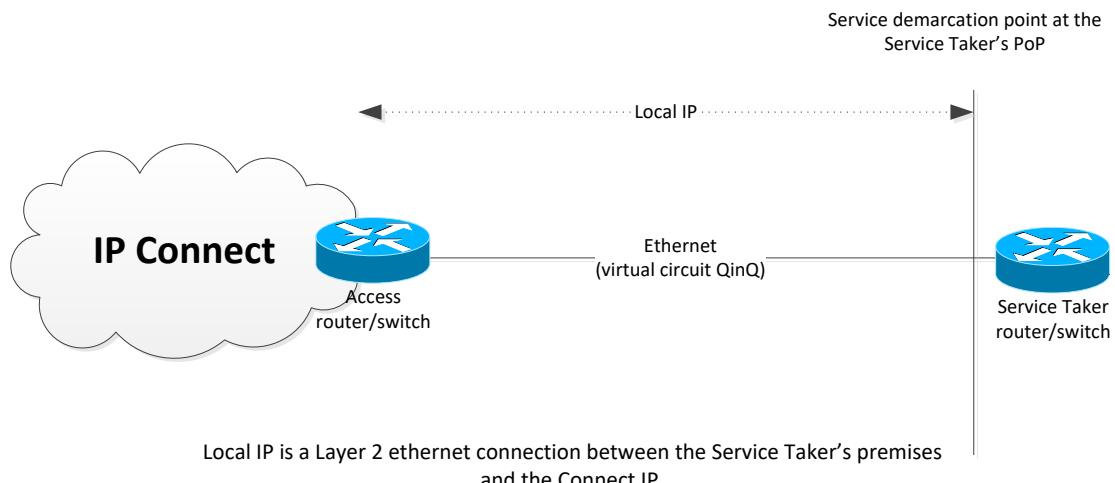
This Annex defines the Local IP Service.

The processes and technical information to support the implementation of this Service are described in the Operations & Maintenance Manual (Annex E5 of this Agreement) and Technical Description (Annex D5 of this Agreement).

All equipment and plant that is deployed as part of the implementation of this Service shall comply with relevant national and international standards.

All installation procedures used must comply with standard industry practices and national and international standards.

The various Service elements and their relationships are described in more detail in the Technical Description for the Local IP Service, Annex D5 of this Agreement.



2. Service Description

The Local IP Service is used to connect a Service Taker PoP to the Service Taker's wholesale Connect IP Service.

The Local IP Service is an optional part of the complete wholesale portfolio which enables a Service Taker to provide IP based services such as Internet access. Local IP Service only provides IP connectivity between the above-mentioned locations.

A Local IP Service provides a Layer 2 Ethernet connection from Service Taker's PoP, through one or more Tusass PoPs, providing a network connection towards the Service Taker's Connect IP Service. The Local IP Service connection carries each service in separate VLANs and, in case of BSA Service, terminates each BSA Service line in a VLAN at the Service Taker PoP.

The Service Taker must provide:

- A CPE capable of interfacing to the Connect IP Service

3. Geographic Availability

Local IP is available at locations where Tusass has a PoP and provides Services.

4. Service Demarcation

The Local IP Services commences, for DSL based services, at an RJ-11 in a Tusass provided Network Termination Point (NTP) at the Service Taker's PoP and finishes in a number of virtual circuits terminated in the Tusass Network.

The Local IP Services commences, for Fiber based services, according to agreement between Tusass and the Service Provider.

5. Quality Criteria

Tusass commits to an uptime criterion of 99.6% for the Local IP service.

6. Chargeable Service Activities

The applicable charges for the Service described in this Annex are listed in the Price List Annex contained at Annex G.

The Service Taker will be charged for Service activities including:

- Setup charge
 - A one-off charge for the initial provision of the Local IP Service.
- Monthly charge
 - A fixed monthly charge for the Local IP Service whether used or not.
- Move address charge
 - A one-off charge when a Service Taker requests a change of address for a Local IP Service.
- Termination charge
 - A one-off charge for the cessation of the Local IP Service
- Testing Resulting in "Fault not Found"
 - If a fault is reported by a Service Taker regarding a Local IP Service and when that Local IP Service is tested by Tusass the Local IP Service is found to meet, or exceed, the specifications detailed in Annex E5, a "Fault Not Found" result would be deemed as the result. In that case, Tusass will charge the Service Taker for the test as indicated under the item "Fault Not Found fee" in the Price List Annex at Annex G of this Agreement.
 - Where a fault condition continues to exist, the Service Taker may request additional testing to seek to establish the cause of the fault. Charges for this additional testing shall be based on the additional work performed as a result of the request. The process for tackling fault reports is described in the Operations & Maintenance Manual at Annex E5 of this Agreement.
- Cancellation of an order for Local IP Service
 - If at any stage in the provisioning process (after receipt of order and before completion of delivery of the Local IP Service) Service Taker withdraws its order for the Local IP Service, the Service Taker will be charged the full installation charge for the Service originally requested.

7. Technical Description

A technical description of Local IP Service is contained in Annex D5 of this Agreement.

8. Charging

The Service Taker will pay Tusass all relevant charges as calculated using the Charges specified in the Price List Annex, Annex G to this Agreement.

9. Billing

The Billing arrangements for this Service are set out in Annex B of this Agreement.