



# AAPT Business Reach Voice Service Schedule

An Inbound Voice Solution



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

## Part 1 – Service Description

### 1. Description

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#### 1.1 Service Description

Reach Voice Service (the **Service**) is our brand name for a range of non-geographic inbound voice numbers based on our intelligent network (**IN**) platform. The Service is designed to make it easier for your business to operate in an increasingly dispersed manner with the ability to dial-in to your business at subsidised call rates using an Inbound Service Number.

Calls can be made by the public to the Service from anywhere in Australia (from a mobile or fixed line phone) and can be terminated at your nominated Access Site anywhere in Australia or overseas.

Generally, callers pay no call charge when calling a Service prefixed with 1800 and pay a flat rate when calling a Service prefixed with 13 and 1300. There are exceptions applicable to this, including for calls made to a Service from mobiles or from international locations.

AAPT's IN platform supports calls made to Answer Points both directly connected to the AAPT Network and those carried over other carriers' networks.

Number portability enables customers to transfer existing Inbound Service Numbers from Other Suppliers to AAPT when connecting to the Service.

#### 1.2 Service Coverage

Your business is able to receive calls from fixed line and mobile networks that originate from networks within Australia and internationally (provided the calling party dials the Australian Country Code Prefix – which is an Australian domestic toll free service and not an International Toll Free Service). Your Service may receive international calls where the respective networks are supported by interconnect agreements or other commercial agreements between AAPT and the network owner. AAPT cannot guarantee that calls from International destinations will be successful in every instance.

#### 1.3 Service Details

(a) Network Connectivity

Where Answer Points for the Service are not directly connected to the AAPT Network, the call is handed to the relevant carrier for termination.

(b) Number Types

The types of numbers offered by the Service are:

- (i) 13xxxx (6 digits) - Callers to 13 numbers from a fixed line service pay the standard local call charge;
- (ii) 1300xxxxxx (10 digits) - Callers to 1300 numbers from a fixed line service pay the standard local call charge; and

- (iii) 1800xxxxxx (10 digits) - Callers to 1800 numbers from a fixed line service pay nothing.

#### 1.4 Service Features

The Service offers the following features:

- (a) web-based reporting;
- (b) customised call barring, for example mobiles, selected callers or certain calling areas; and
- (c) flexible call distribution, including:
  - (i) Australia wide routing;
  - (ii) state based routing;
  - (iii) mobile location identifier (**MoLI**) routing;
  - (iv) charge district routing;
  - (v) standard zone unit routing;
  - (vi) exchange service area (**ESA**) routing;
  - (vii) postcode routing;
  - (viii) call splaying;
  - (ix) call overflow;
  - (x) time of day routing;
  - (xi) day of week routing;
  - (xii) day of year routing
  - (xiii) selected caller routing; and
  - (xiv) customised voice response (**CVR**).

#### 1.5 Reach Call Plan Manager

Reach Call Plan manager (**RCPM**) is a component of the Service that allows You to remotely specify and configure the routing of inbound calls from Your customer's services to the Answer Points of their choice.

RCPM provides secure IP access over the Internet to AAPT's advanced calling services (**ACS**) server. ACS is a management application with a graphical interface that allows Inbound Service Numbers to be designed and modified in addition to enabling calls to be routed to specified Answer Points.

RCPM is available to customers who request the facility in 2 variants:

- (a) Standard Reach Call Plan Manager

The standard RCPM allows You to modify the variable data associated with the Call Plan but the structure of the Call Plan may not be changed. The most frequent modifications include making changes to:

- (i) Answer Points;

- (ii) the day of the week routing;
- (iii) the time of the day routing;
- (iv) geographical routing; and
- (v) RCPM passwords.

Where a particular modification cannot be performed by You using the Standard version of Reach Call Plan Manager (e.g. the addition of a new Answer Point to a Call Plan) then AAPT will perform the modification on Your behalf. In such cases, standard SLAs and modification charges will apply.

(b) **Advanced Reach Call Plan Manager**

The advanced RCPM provides all the features of the standard RCPM, but in addition allows You to design and build Your own Call Plans, add new routing options and add new Answer Points.

## 1.6 **Customised Voice Response**

This functionality allows a user, after being prompted by a pre-recorded voice message, to select from a number of options using his or her telephone key pad. The user is then directed to the appropriate Answer Point.

## 1.7 **Billing**

AAPT will issue an invoice to You for all Services monthly in accordance with this Agreement. Monthly Recurring Charges are charged in advance. All usage-based charges and other charges are billed in arrears.

## 2. **PowerTel's Role**

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You acknowledge and agree that:

- (a) PowerTel, acting as a subcontractor of AAPT, may:
  - (i) provide the Service to You; and
  - (ii) deal with all faults and restoration issues in relation to the Service, and
- (b) PowerTel, acting as an agent for AAPT, may issue invoices to You for Charges incurred in relation to the Service; and
- (c) if (b) applies, then You will be required to pay all invoiced Charges in relation to the Service to PowerTel acting as an agent for AAPT,

in each case in accordance with the terms and conditions set out in this Service Schedule and the Service Agreement.

### 3. Charges and Payment

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#### 3.1 Pricing Structure

The pricing structure is broken down as follows:

- (a) Service Charges consisting of:
  - (i) Non recurring Charges:
    - (A) Service Connection Charges;
    - (B) Service Configuration Charges;
    - (C) Service Variation Charges;
    - (D) Service Port Away Charges
    - (E) Call Plan Manager Establishment Charges
    - (F) Call Plan Manager Modification Charges
    - (G) Call Plan Manager Training Charges
  - (ii) Monthly recurring Charges:
    - (A) Service monthly recurring Charges;
    - (B) Feature monthly recurring Charges;
    - (C) Call Plan Manager monthly recurring Charges; and
  - (iii) Usage Based Charges; and
- (b) Other Charges:
  - (i) Cancellation Charges; and
  - (ii) You may incur an additional Charge if you withdraw a Service Order Form prior to completion of delivery of that Service;

#### 3.2 Revised Charges

Provisions relating to Revised Charges are set out in the Service Agreement.

### 4. Minimum Period

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- (a) The Minimum Period for each Individual Service is 12 months commencing from the Service Start Date or such greater period as specified in the Service Order Form.
- (b) Provisions relating to cancellation of the Service by You within the Minimum Period are set out in the Service Agreement.

### 5. Service Levels

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- (a) The service levels targets are set out in paragraph 1 of Part 3 (the ***Service Level Targets***).
- (b) Failure to achieve a Service Level Target does not automatically entitle You to a rebate.

- (c) Service Rebates (if applicable) are set out in paragraph 2 of Part 3.

## 6. Additional Terms and Conditions

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### 6.1 Transferring from the Current Supplier to AAPT

If in providing the Service, AAPT needs to change your arrangements with the current carrier supplying You (**Current Supplier**), You consent to the following procedures:

- (c) You authorise AAPT:
  - (i) to advise the Current Supplier that the services are to be provided by AAPT in place of the Current Supplier; and
  - (ii) to sign on your behalf and in your name, forms of authority to be sent to the Current Supplier, which will transfer the provision of your services to AAPT.
- (d) If AAPT requests, You will give written instructions to the Current Supplier to transfer the services to AAPT.
- (e) You will immediately pay to the Current Supplier all amounts owing for your Services including alteration of charges, which the Current Supplier may demand up to the time of transfer of those accounts.
- (f) Within 7 days of AAPT's request You will provide AAPT with a written list of all amounts which You presently owe to the Current Supplier for its services and include details of any amounts which are in dispute between You and the Current Supplier in relation to its services.
- (g) You authorise AAPT to, at AAPT's discretion, resolve all disputes between You and the Current Supplier about charges owed by You to the Current Supplier. You will settle all disputes with the Current Supplier in accordance with such resolution and at AAPT's discretion, authorises AAPT to immediately pay the Current Supplier on your behalf.
- (h) If AAPT pays or credits any amount to the Current Supplier, then You indemnify and will reimburse AAPT for that amount.
- (i) If the Current Supplier credits AAPT with any amount concerning the transferred services, AAPT will credit that amount to You.

### 6.2 Free and Local Rate Number Portability

Where You complete a Service Order Form that requires the porting of your Reach number from an Other Supplier's network to the AAPT Network:

- (a) You must complete and sign an appropriate Porting Authority Form as required by the Other Supplier to port the relevant number(s) to the AAPT Network; and
- (b) You will be liable for any Other Supplier's charges or any other charges or costs incurred by AAPT as a result of a rejected port.

### 6.3 Compliance with Telecommunications Numbering Plan

You will comply with the Telecommunications Numbering Plan 1997.

#### 6.4 Compliance with Rights of Use

- (a) At all times You must ensure that if any Inbound Service Number is a **smartnumber®**, You:
  - (i) are the ROU-holder of that Inbound Service Number; or
  - (ii) have otherwise obtained from the ROU-holder and are maintaining a lease of or licence to use that Inbound Service Number.
- (b) You agree to indemnify AAPT from and against any losses, damages, costs and/or expenses (including any arising out of or in connection with an action or claim relating to the infringement of an ROU-holder's rights brought against AAPT) as a result of a breach of paragraph (a) by You.
- (c) At any time, AAPT may disconnect the Service on an Inbound Service Number (including, without limitation, a **smartnumber®**) immediately without notice, liability and prejudice to any of its other rights, for any of the following reasons:
  - (i) AAPT has been made aware that the ROU-holder of that Inbound Service Number has not authorised the activation of the Service or has requested disconnection of the Service;
  - (ii) AAPT has been made aware that Your lease of, licence to use, or right to use that Inbound Service Number has been cancelled, withdrawn or surrendered; or
  - (iii) AAPT must otherwise do so to comply with the Telecommunication Numbering Plan 1997, the INMS Business Rules, or any other laws, regulations, determinations, industry codes or rules in relation to the rights of use of that Inbound Service Number.
- (d) In this paragraph 6.4:
  - (i) **ROU-holder** has the meaning given in the Telecommunications Numbering Plan 1997.
  - (ii) **smartnumber®** means a freephone (1800 number) or local rate (13 or 1300 number) telephone number that has been allocated to an ROU-holder by ACMA through the on-line auction system described in Division 7A Part 5 of the Telecommunications Numbering Plan 1997.

## 7. Definitions

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In this Service Schedule, unless the context requires otherwise:

**AAPT** is defined in the Service Agreement.

**AAPT Network** means the telecommunications network and telecommunications services (including all AAPT and Other Supplier owned equipment) operated by AAPT or its Related Body Corporate.

**Access Site** means the site address nominated in the Service Order Form.

**ACMA** means the Australian Communications and Media Authority.

**Answer Point** means the standard telephone number on numbers that the Inbound Service Number is terminated on. An answer point can be a 13, 1300 or 1800 number.

**Availability** means is calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage.

**Call Plan or Call Routing Plan** means a flowchart defining the decisions and actions made to determine the routing of a call. Call Plans are associated with an individual Service and are stored and managed within customer partitions within AAPT's IN Platform.

**Carriage Service Provider** has the meaning given to that term in the Telecommunication Act 1997.

**Circuit** means a physical or virtual link.

**Complex Call Plan** means a Call Plan servicing a Reach Inbound number with multiple answer points (X2 or more) and any Complex Origin Based Routing features including; Selected Caller Routing; State Based Routing, MOLI Routing, Charge District Routing, Standard Zone Unit Routing, Post Code Routing, Exchange Service Area Routing.

Note: Complex Call Plans may also include attributes & features associated with Simple Call Plans.

**Complex Modification** means any modification requiring modification of origin based routing features and/or change of CVR Features.

**Current Supplier** means a Carriage Service Provider, a telecommunications service provider or equipment supplier who supplies You with services or equipment.

**Customised Voice Response (CVR)** means a customised voice recording or announcement that is established in conjunction with a Complex or Simple Call Plan.

**Extended Access** means any dedicated network or facility supplied by an Other Supplier used to extend the reach of AAPT's Circuit.

**IN Platform** means AAPT's Intelligent Network platform.

**Inbound Service Number** means the non-geographic inbound voice number based on AAPT's In Platform. It can be a 13, 1300 or 1800 number.

**Installation Delay** means where AAPT delivers the Service after the expiry of the relevant Installation Lead Time Target.

**Mean Time To Repair** means the mean time required by us to restore the Service. The mean is taken over one calendar month.

**Monthly Recurring Charges** means Charges applied on a monthly recurring basis for the Service.

**Minimum Period** means the period referred to in paragraph 4 of Part 1.

**Other Supplier** means a provider of telecommunications services or equipment used to supply the Services other than AAPT.

**Outage** means when the Service is Unavailable.

**Order Acceptance Notification** means the notification sent to You by AAPT that indicates AAPT's acceptance of Your Service Order Form.

**Planned Outage** means a period of time as reasonably determined by AAPT, that AAPT may interrupt supply of the Service to the Customer for routine maintenance, upgrading or other similar activities, after giving the Customer reasonable prior notice.

**PowerTel** means PowerTel Limited (ABN 69 001 760 103), a Related Body Corporate of AAPT.

**PSTN** means any network or facility supplied by an Other Supplier (including international terrestrial or satellite links) used to complete the call.

**Requested Delivery Date** means the date nominated by You in the Service Order Form as the preferred installation date for new Services or Your nominated preferred date for a Variation of the Services to be operational.

**Service Levels** means the target service levels applicable to the Service set out in Part 3.

**Service** or **Reach Voice Service** means the Reach Voice Service (or a service derived from it) supplied to You under this Service Schedule as described in paragraph 1 of Part 1.

**Service Agreement** means AAPT's current "Standard Service Agreement", a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between AAPT and You (in which case the latter will take precedence).

**Service Start Date** or **Service Commencement Date** means the earlier of:

- (a) the date on which AAPT first notifies You that the Service is ready for use; and
- (b) the date on which You first use the Service.

**Simple Call Plan** means a call routing plan servicing a Reach Inbound number with a Single or Multiple Answer Points & any Basic Routing Features including: Australia wide routing; Australia wide routing Mobile (non-location based); Call Splaying; Call Overflow; Time of Day, Day of Week, Day of Year Routing.

**Simple Modification** means a basic Answer Point Change or any modification that does not require modification of origin based routing.

**Standard Service Hours** means those hours during which the AAPT Premium Service Centre (or equivalent AAPT department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

**Third Party Service Provider** means a carrier (as defined in the Act), carriage service provider (as defined in the Act) or an equipment supplier, other than AAPT.

**Unavailable** means where there is a loss of signal in respect of the Service, rendering the Service completely unavailable for use or where the Service is degraded to such an extent as to be unusable by You.

**Unconditional Ready for Service Date** means the date that AAPT expects to commence initial supply of the Services to You (which may or may not be the same as Your Requested Delivery Date) that will entitle You to any applicable Service Level rebates if AAPT fails to meet such date.

**Unplanned Outage** means an interruption to the supply of the Service to the Customer which is not a Planned Outage.

**Variation** means a change, addition, increase or reduction in respect of the Services including a relocation or increase in bandwidth, and Vary has a corresponding meaning.

## **Part 2 – Charges**

**Please refer to the Service Order Form**

## Part 3 – Service Levels

The Service Level has the following components:

1. Service Attribute related to the level of service that We provide; and
2. Service Rebates that apply when specific service attributes do not perform in accordance with the corresponding Service Level Commitment.

Definitions in or incorporated in the Service Schedule that this Service Level Agreement forms part of, apply to this Service Level Agreement. In this Service Level Agreement, the following definitions also apply unless the context requires otherwise:

**Interrupted Fault** means a fault that renders a Service completely non-operational.

**Non-Interrupted Fault** means a fault where the affected Service is degraded but still operational.

**Metro** means a location that is within the nearer of:

- (a) the local calling area; or
- (b) 50 kilometres of the GPO,

of Melbourne, Sydney, Brisbane, Adelaide, Perth or Canberra.

**Planned Outage** means a period of time as reasonably determined by AAPT, that AAPT may interrupt supply of the Service to the Customer for routine maintenance, upgrading or other similar activities, after giving the Customer reasonable prior notice.

**Regional** means a location that is neither Metro nor Rural.

**Rural** means a location that is greater than 250 kilometres from a town with a population of 10,000 or more people, as defined by the Australian Bureau of Statistics.

**Service Restoration** means the elapsed time during Standard Service Hours:

- (a) between the Customer reporting the fault via the Premium Service Centre and the restoration of the Service; or
- (b) between AAPT responding to an alarm on the AAPT Network or an Attachment Access and the restoration of the Service.

**Service Restoration Targets** means the periods of time outlined in paragraph 1.2(b) of Part 3.

**Standard Service Hours** means those hours during which the AAPT Premium Service Centre (or equivalent AAPT department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

## 1. Service Attributes

The Service Attributes define the level of service that We are committed to delivering to You.

SERVICE ATTRIBUTE	ATTRIBUTE DEFINITION	SERVICE LEVEL COMMITMENT
<b>1. Service Reception</b>	Answering a telephone call from You and logging information relevant to a fault or other details relevant to the service required.	<b>Fault Reporting</b>  Call Reception is available 24 hours a day, 7 days a week, 52 weeks a year  80% of calls will be answered within 20 seconds  <b>Billing and Provisioning Enquiries</b>  Call Reception is available from 0800 to 1800 AEST, Monday to Friday.  Daily average - 80% of calls will be answered within 20 seconds.
<b>2. Standard Service Hours</b>	Those hours during which the AAPT Premium Service Centre ( <b>PSC</b> ) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.	24 hours a day, 7 days a week, 52 weeks a year.
<b>3. Fault Classification</b>	All faults are classified by severity as follows:  <b>Interrupted Faults</b>  Service is completely non-operational.  <b>Non-Interrupted Faults</b>  Services is degraded but still operational.	The severity of faults are classified by the AAPT PSC and advised to You at the time of logging the fault.
<b>4. Response Time</b>	The elapsed time, during Standard Service Hours, between You reporting a fault to AAPT or AAPT responding to an alarm, and AAPT providing the following details to You:  <ul style="list-style-type: none"> <li>- fault classification</li> <li>- initial diagnosis; and</li> <li>- an estimated time to restore (if</li> </ul>	<b>Interrupted Faults:</b> 0 to 60 minutes  <b>Non-Interrupted Faults:</b> 4 hours

SERVICE ATTRIBUTE	ATTRIBUTE DEFINITION	SERVICE LEVEL COMMITMENT
	known).	
<b>5. Progress Updates</b>	Updates on the status of faults.	<b>Interrupted Faults:</b> Hourly <b>Non-Interrupted Faults:</b> On a significant event basis, or as otherwise agreed.
<b>6. Planned Outage Notification</b>	Notice of any planned maintenance that could cause a service outage.	Notification at least five Business Days in advance either by letter, telephone, fax or e-mail.  In the case where emergency maintenance needs to be conducted, AAPT will endeavour to provide at least 24-hours notice.
<b>7. Service Provisioning</b>		Refer to provisioning targets in paragraph 1.1 of this Part 3.
<b>8. Service Assurance</b>		Refer to assurance targets in paragraph 1.2 of this Part 3.

## 1.1 Installation targets

### (a) Service

The installation lead times are the targets that AAPT uses its best endeavours to adhere to, they commence on the date set out in the Order Acceptance Notification.

Access	Installation Lead Time (No Porting required for the Service)	Installation Lead Time (Porting required for the Service)
Simple Call Plan	5 Business Days	5 Business Days
Complex Call Plan	10 Business Days	10 Business Days
Simple or Complex with Customised Voice Response (CVR)	15 Business Days	15 Business Days

**Note 1:** The Customer notes that in some cases AAPT will not be able to deliver the ordered Service by the Installation Lead Times due to limitations imposed on AAPT by Third Party Service Providers.

### (b) Reach Call Plan Manager (RCPM)

RCPM set up targets are separate to Service Levels for the provision of the Service.

Detailed below are AAPT’s installation targets for the RCPM component of the Service when You require that the Service contains a RCPM component.

These are calculated from the date that is set out in the Order Acceptance Notification.

Access	Time
Reach Call Plan Manager Establishment	5 Business Days

(c) Service modification targets

You may from time to time request that AAPT modify the Service. AAPT will undertake such modifications in its sole discretion using all reasonable endeavours to comply with the following Service modification targets. The timeframe in the table below starts from the time that Your modification request is received by AAPT in writing (or the next Business Day after that time if the request is received out of business hours)

Rebates will not apply in the event that the below modification timeframes are not met.

Modification Type	Timeframe
Simple Modification	5 Business Days
Complex Modification	10 Business Days
Emergency Amendment	During Business Hours: 2 hours
	After Business Hours: 4 hours

Notes:

1. The modification timeframes indicated above are only relevant in situations where AAPT is responsible for implementing the modification on behalf of the customer. Customers with Reach Call Plan Manager have the ability to make their own modifications 24 hours, 7 days a week. Consequently, these modification timeframes are only applicable where the customer requests AAPT conduct a service modification on their behalf.
2. In situations where Customers have Reach Call Plan Manager, but request AAPT make a modification on their behalf, the above SLAs will apply. Similarly, standard modification charges would also apply.
4. An Emergency Amendment means any Simple Modification requiring implementation outside of the standard SLA timeframe. Emergency Amendments are subject to additional charges.

**1.2 Assurance Targets**

(a) Availability Targets

- (i) The Availability Targets are outlined in Table 3 below.

- (ii) AAPT will use its best endeavours to adhere to the Availability Targets.
- (iii) Failure to achieve the Availability Targets does not entitle You to a rebate.

Parameter	Target
Availability	99.95%

*Table 3 –Service Availability Targets*

Availability is calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage.

- (b) Service Restoration Targets
  - (i) The Service Restoration Targets are outlined in Table 4 below.
  - (ii) AAPT will use its best endeavours to adhere to the Service Restoration Targets.

Parameter	Target
Mean Time To Repair	2 Hours

*Table 4 –Service Restoration Target*

Service Restoration Targets are the elapsed time, during Standard Service Hours, between You reporting a fault to AAPT or AAPT responding to an alarm, and confirmation to You that the Service has been restored.

## 2. Service Rebates

### 2.1 Service Rebates

- (a) Installation Rebates

Subject to the rebate conditions and exemptions listed in paragraphs 2.2 and 2.3 of this Part 3 and in the event of an Installation Delay, You will be entitled to claim a rebate in accordance with the rates set out below.

Installation Time Frames	Installation Delay	Recurring Charge Rebate
Installation Targets as defined above or as otherwise agreed with You in writing.	Up to 5 Business Days	1 month's Recurring Charge
	6 to 10 Business Days	2 month's Recurring Charge
	11 to 20 Business Days	3 month's Recurring Charge
	> 20 Business Days	4 month's Recurring Charge

The rebates are calculated based on the Monthly Recurring Charge payable in respect of the affected Service only. The Rebates payable are calculated on the basis of the Monthly Recurring Charge(s) payable, in respect of the affected Service only.

(b) Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in paragraphs 2.2 and 2.3 of this Part 3 and in the event of AAPT failing to meet the Service Restoration Targets for an Interrupted Fault, You will be entitled to claim a rebate in accordance with the rates set out below.

Accumulated Outage on a Service (in a calendar month)	Rebate (% of previous month's Recurring Charge(s))
> 2 ≤ 4 hours	10% of the total monthly Charges for the eligible Inbound Service
> 4 ≤ 6 hours	15% of the total monthly Charges for the eligible Inbound Service
> 6 ≤ 12 hours	25% of the total monthly Charges for the eligible Inbound Service
> 12 hours	30% of the total monthly Charges for the eligible Inbound Service

Where faults are classified as follows:

- (a) Interrupted Faults: Service is non-operational.
- (b) Non-Interrupted: Service is degraded but still operational.

The Service Restoration Rebates are calculated on the basis of the total monthly recurring Charges applicable to the month in which the Interrupted Fault(s) occurs.

**Example** – an Interrupted Fault occurs, which results in an AAPT Inbound Voice Service being non-operational for 6 hours. The restoration service target for this Service is 2 hours. Restoration takes 2 hours longer than targeted.

As such You will be entitled to claim a rebate for 10% of the total monthly Charges for the eligible Service.

**2.2 Rebate Conditions**

The following conditions apply to Installation Rebates:

- (a) In the case where AAPT agrees to a customer request for an installation date (the Customer Required Date) that is later than the date of the installation lead-time target, the installation delay is measured from the Customer Required Date.

The following general conditions apply to Rebates:

- (a) Rebates apply from the first full calendar month that the eligible Service is operational;
- (b) Where the rebate is available, the rebate is the only remedy in the event of any failure to meet the defined target (where the rebate is not available, no remedy is available);

- (c) You must apply for the rebate by contacting the Premium Service Centre and following the prescribed process for obtaining rebates within 30 calendar days of the end of the month to which the rebate applies;
- (d) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
- (e) The maximum rebate available for each eligible Service in any month will not exceed 100% of the total monthly Charges for that eligible Service; and
- (f) Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

### **2.3 Rebate Exemptions**

You will not be entitled to an Installation Rebate where one or more of the following applies:

- (a) the delay was directly or indirectly caused by You; or
- (b) the delay was directly or indirectly caused by a Force Majeure Event; or
- (c) You request that the Service Start Date is at a date later than the Installation Lead Times; or
- (d) You have not paid Installation charges.

You will not be entitled to a Service Restoration Rebate where one or more of the following applies:

- (a) the Interrupted Fault is directly or indirectly caused by a Planned Outage;
- (b) disruption or delay in restoring the Service is caused or contributed to by You;
- (c) You have failed to pay Charges to AAPT when due and payable;
- (d) the Interrupted Fault was directly or indirectly caused by a power interruption at Your Site;
- (e) the Interrupted Fault is directly or indirectly caused by a Third Party Service Provider or as a result of a fault on a Third Party Service Provider's network; or
- (f) the Interrupted Fault is directly or indirectly caused by a Force Majeure Event.