



# AAPT Business IP-Line Service Schedule

An AAPT Internet 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. Service Description

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### 1.1 Business IP Line Service Description

AAPT's Business IP-Line Service (the "**Service**") provides You with a dedicated connectivity to the Internet. The Service allows You to have access to the Internet based on TCP/IP protocol via AAPT's network.

The Service consists of the following components:

- a) **Attachment Circuit:** The Attachment Circuit is an access circuit that provides a physical connection from Your network to the AAPT Network. The Attachment Circuit may be provisioned via AAPT owned infrastructure or Third Party infrastructure.
  - (i) AAPT provides access to the Service in the following two physical locations:
    - (A) Co-location Ethernet; and
    - (B) Customer Ethernet.
  - (ii) The access is offered via one of the following interface types:
    - (A) Ethernet Single-Service Access (ESSA);
    - (B) Ethernet Trunk Access (ETA); and
    - (C) Ethernet Multi-Service Access (EMSA).
  - (iii) Each access interface type offers the following speed variants:
    - (A) Fast Ethernet (10/100Mbps);
    - (B) Gigabit Ethernet (1Gbps); and
    - (C) Ten Gigabit Ethernet (10Gbps) (subject to feasibility study to be done by AAPT).
  - (iv) AAPT may provide a Network Termination Unit (NTU) with the access.
  - (v) The access is provided on AAPT's infrastructure in the metropolitan areas of the following capital cities:
    - (A) Adelaide;
    - (B) Brisbane;
    - (C) Canberra;
    - (D) Melbourne;
    - (E) Perth; and
    - (F) Sydney.
  - (vi) The access is provided on AAPT infrastructure in select regional areas as determined by AAPT from time to time. Please request coverage information from Your AAPT Account Manager.
  - (vii) If requested by You, AAPT will advise You where it is possible to provide Access via a Third Party Service Provider's network. Restrictions may apply to any Service provided via a Third Party Service Provider's network.

- b) **IP-Line Link:** The IP-Line Link provides a logical connection from the Customer's network to the AAPT Network at speeds ranging from 2Mbps to 10Gbps depending on the available infrastructure at the Site.
- c) **Internet Connection:** The IP-Line Link is connected to an IP interface within the AAPT network to provide connectivity to the Internet.

Where a Service feature requires a choice to be made (whether by You or by agreement between Us), that choice must be made in a Service Order Form (or otherwise agreed by us) to form part of the Service provided and for the provisions of this Service Schedule to apply to it. The Service features are more fully described in clause 1.2 of this Part 1.

## 1.2 Service Features

### 1.2.1 Internet Connectivity

AAPT's Business IP-Line Service provides You with a dedicated connectivity to the Internet. The IP-Line Link bandwidth option selected by You for a Site will determine the amount of bandwidth available for use by that Site for access into the AAPT Network to the Internet. A range of bandwidth exists from 2Mbps to 10Gbps (or as notified by AAPT to You from time to time).

### 1.2.2 Internet Data Plan

You can choose from one of these three Internet Data Plans for each individual Service:

- a) **Usage Based Internet Data Plan:** AAPT will charge you a monthly usage charge for each Mbyte or Gbyte of traffic downloaded for each individual Service that is on a Usage Based Internet Data Plan. The pricing is presented in automatically calculated tiers. You can have one or multiple individual Service associated with a Usage Based Internet Data Plan.
- b) **Prepaid Internet Data Plan:** Provides You with a monthly Internet download usage allowance (e.g. 100GBytes) for that month (the **Download Usage**). You can select the Download Usage for one individual Service or for multiple individual Services. Where multiple individual Services are nominated then Your usage will be calculated by totalling the cumulative usage for all the nominated individual Services and the Download Usage will apply to that total. You are required to pay a minimum monthly charge for the Download Usage. If Your monthly usage exceeds the Download Usage, then You will be liable to pay Excess Usage Charges.
- c) **Flat Rate Internet Data Plan:** Provides You with an unlimited Internet usage. A fixed monthly charge applies based on the Internet bandwidth which is determined by the speed of the IP-Line Link. There is no Excess Usage Charges associated with Flat Rate Internet Data Plan.

### 1.2.3 Uploaded Data

AAPT will not charge for the upload data unless your total uploaded data usage in a calendar month for Services on Usage Based Internet Data Plans or Prepaid Internet Data Plans exceed the total downloaded usage in the same month by more than 2.5 times. In this case, We will charge you for each additional Mbyte or Gbyte of traffic you upload in that month in excess of the 2.5:1 ratio at the rate of \$3.00/Gbyte.

### 1.2.4 Mbyte/Gbyte

AAPT deems 1 Gbyte to be equivalent to 1024Mbytes.

## 1.3 Service Specifications

### 1.3.1 PMR Document

The document known as PMR 01 220 AAPT Business IP-Line Product Definition (“PMR Document”) describes the Services in more detail. This document is available through your Account Manager and may be updated from time to time by AAPT without reference to You. You agree that you have read and understood the current PMR Document and You agree to access the PMR Document from time to time to ensure you have the latest detailed information relating to the Services.

## 2. Charges

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### 2.1 Charges

The Charges are specified in Part 2 of this Service Schedule.

You acknowledge that other Charges (not listed in Part 2) may apply to the Services and include (without limitation):

- (a) Charges for termination of Individual Services prior to expiry of the Minimum Period for that Individual Service;
- (b) Charges for withdrawal of a Service Order Form; and
- (c) call-out Charges and call-out charges for faults caused or contributed by You.

### 2.2 Usage Based Internet Data Plan

The usage Charges for individual Services on the Usage Based Internet Data Plan are charged in arrears in accordance with clause 1.2.2(a) of this Part 1.

### 2.3 Prepaid Internet Data Plan

- (a) You will be required to pay Monthly Recurring Charges for individual Services on the Prepaid Internet Data Plan in accordance with clause 1.2.2(b) of this Part 1.
- (b) The Excess Usage Charges will apply to any individual Services on the Prepaid Internet Data Plan in accordance with clause 1.2.2(b) of this Part 1. Excess Usage Charges are charged in arrears.

### 2.4 Flat Rate Internet Data Plan

- (a) You will be required to pay a Monthly Recurring Charge for individual Services on the Flat Rate Internet Data Plan in accordance with clause 1.2.2(c) of this Part 1.

## 3. Minimum Period

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- (a) The Minimum Period for each individual Service (an **Individual Service**) is 12 months commencing from the Service Start Date or such greater period as specified in Your Service Order Form (for the avoidance of doubt the Minimum Period for each Individual Service will also apply to the Attachment Circuit comprised therein).

## 4. Service Levels

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- (a) The service level targets for the Services are set out in Part 3 of this Service Schedule (the Service Level Targets). Failure to achieve a Service Level target does not automatically entitle You to a rebate, please refer to Part 3 of this Service Schedule.

## 5. Additional Terms and Conditions

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### 5.1 Service Demarcation Point

- (a) The Service Demarcation Point for the Service is the Attachment Circuit interface provided at the Site.
- (b) You are responsible for all cabling from the Service Demarcation Point to Your equipment (e.g. router or firewall).
- (c) You are responsible for connecting Your equipment to the Service Demarcation Point to obtain connectivity to the Service.
- (d) Any configuration required on Your equipment is Your responsibility. AAPT or its agent will not configure nor conduct testing on that equipment.

### 5.2 Service Installation

- (a) We will build and commission the Service to Your nominated Site prior to hand over to You.
- (b) We will carry out the work necessary to enable the provision of the Service as set out in the Service Order Form.
- (c) When installing the Service, AAPT will organise the installation of the Attachment Circuit at the Site. An NTU may be installed to a location specified by You.
- (d) AAPT or its agents may organise multiple Site visits with You to install the Attachment Circuit.
- (e) AAPT defines service installation as standard if:
  - (i) there is standard 240v AC General Purpose Outlet (**GPO**) available at the Site;
  - (ii) the installation must be possible by normal means and must be able to be undertaken by a single person;
  - (iii) there must be no requirement for scissor lifts, cable trays, core / masonry penetration or other sundry civil works required to be undertaken; and
  - (iv) building riser cable has sufficient capacity available.
- (f) If extra or non-standard installation work is required, additional charges for time and materials will apply. The price for non-standard installation will be determined after a Site inspection. Additional charges for non-standard installation will be itemised separately. We will notify You of any such additional charges prior to installation and obtain Your consent to those additional Charges.
- (g) You will:
  - (i) provide access to the Site (including all buildings and cabling rooms) when requested;
  - (ii) pay for additional cabling beyond AAPT scope if requested;
  - (iii) provide a suitable location, environment and power for Our NTU when supplied;
  - (iv) maintain the building cabling (existing and new) in accordance with industry standards necessary to support the Service;

- (v) maintain cabling including any cabling we have installed to deliver the Service.

### 5.3 Network Termination Unit

- (a) When supplied by AAPT, the NTU must only be used at the Site to access the Services provided under this Service Schedule.
- (b) The NTU remains the property of AAPT.

### 5.4 Attachment Circuit

5.4.1 You acknowledge that the Attachment Circuit has three interface types (as nominated by You):

- (a) Ethernet Single-Service Access (ESSA) : If this interface type is chosen, the following will apply:
  - (i) only the Service will be delivered via the ESSA; and
  - (ii) the bandwidth required for an ESSA will be directly determined by the IP-Line Link bandwidth.
- (b) Ethernet Trunk Access (ETA): if this interface type is chosen, the following will apply:
  - (i) multiple AAPT services (including the Service) may be delivered via an ETA using IEEE 802.1Q;
  - (ii) You must allocate a unique VLAN ID to the Service as well as every other AAPT service on the ETA;
  - (iii) You must ensure all AAPT services (including the Service) on the ETA are shaped to their contracted bandwidth. Any AAPT service exceeding its contracted bandwidth on ingress to the ETA may adversely impact other services sharing that ETA; and
  - (iv) the minimum bandwidth required for an ETA will be the sum of the bandwidth required for each service (including the Service).
- (c) Ethernet Multi-Service Access (EMSA): if this interface type is chosen, the following will apply:
  - (i) multiple AAPT services (including the Service) may be delivered via a single physical connection, with each service provided with a dedicated customer hand off port; and
  - (ii) You must ensure all AAPT services (including the Service) on the EMSA are shaped to their contracted bandwidth. Any AAPT service exceeding its contracted bandwidth on ingress to the EMSA may adversely impact other services sharing that EMSA.

5.4.2 The Attachment Circuit is the Access component of the Service. If AAPT already supplies ETA or EMSA interfaces at the Site (the **Existing Access**) then (subject to the availability of bandwidth) on the Existing Access You may be able to use the Existing Access as the Access component of this Service or, at Your cost, increase the bandwidth of the Existing Access where the Existing Access bandwidth is not sufficient.

### 5.5 Service Qualification for Attachment Circuit Delivered via MBE

AAPT may deliver the Attachment Circuit via MBE. Where AAPT delivers the Attachment Circuit via MBE the following will apply:

- (a) AAPT will purchase a ULLS or multiple ULLSs from Telstra to act as the Customer authority to enable the purchase of ULLS, or multiples of such, and to disclose such authority to other carriers in response to a request.

- (b) You will provide AAPT with a valid telephone number located at the Site which we will use for service qualification purposes. We will provide You with a preliminary indication as to whether the Service can be delivered. You acknowledge and agree that any such preliminary indication is a guide only and AAPT is not liable for any loss or damage caused to You pursuant to You relying on such a preliminary indication.
- (c) If the preliminary service qualification (outlined in clause 5.5(b) of this Part 1) fails then You will not be able to proceed with the order of that relevant Service.
- (d) Following a successful preliminary service qualification, AAPT will order the corresponding ULLS from Telstra. Telstra will conduct its own service qualification and if that service qualification fails for any reason, You will be notified and Your order will be automatically cancelled.
- (e) Telstra's service qualification will include but not be limited to the capacity of copper infrastructure linked to the Site, and the geographic location of the Site.
- (f) No Reinstatement: When an existing telephone service is selected for conversion to ULLS by You, the telephone service will be terminated and it cannot be reinstated as the original telephone service once this conversion has taken place. AAPT will not restore or reinstate previous telephone numbers or services supplied over that converted telephone service.

## **5.6 Attachment Circuit delivered via MBE**

- (a) While AAPT will use its reasonable endeavours to deliver the Attachment Circuit speed requested by You, the actual Attachment Circuit speed may vary according to:
  - (i) the length of the copper wire from the Site to the Mid-Band Ethernet enabled exchange;
  - (ii) the quality of the copper line between the Site and the Mid-Band Ethernet enabled exchange;
  - (iii) electrical interference from outside sources;
  - (iv) the existence of copper wiring at the Site.
- (b) The Attachment Circuit speed for individual Services represents the maximum potential data rate that can be downloaded and uploaded from the Internet from that individual Service. The actual data rate or throughput may vary according to the:
  - (i) logical speed of the IP-Line Link;
  - (ii) actual network capacity between AAPT's Mid-Band Ethernet enabled exchange and AAPT's Network;
  - (iii) network utilisation and the number of users accessing the network at any one time;
  - (iv) Your hardware or software; and
  - (v) web sites You are visiting.
- (c) You agree that failure to meet the data rate is not a service fault and is not a breach of Service Levels by AAPT.

## **5.7 IP Address**

- (a) Except for the AAPT allocated WAN Public IP addresses and unless expressly provided in the Service Order Form, the Service does not include IP addresses.
- (b) By default You should allocate Your own public IP address when connecting to the Service. At a minimum, we can propagate a Class C public IP range or 256 public IP addresses from our border routers. You can obtain public IP addresses directly from APNIC.

- (c) If You are enabling BGP routing with public ASN, it is expected that You have already obtained IP addresses from APNIC. Any cost associated in obtaining public IP addresses from APNIC is Your responsibility.
- (d) Where AAPT agrees to provide IP addresses, You acknowledge and agree that:
  - (i) We grant You a non-exclusive, non-transferable licence to use any IP addresses we provide only for using the Service;
  - (ii) If You have BGP enabled and have multiple upstream Internet service providers, You will use the Service as Your primary link to the Internet;
  - (iii) Additional public IP addresses may be requested for devices requiring a public IP address. You will be required to provide sufficient justification before AAPT allocates public IP addresses to You;
  - (iv) If You require a Class C public IP range or 256 public IP addresses, You must apply for these public IP addresses directly from APNIC;
  - (v) When the Service is cancelled, You will stop using the IP addresses that we provide to You, immediately and remove them from all Your software and hardware devices.

## **5.8 Internet Data Plan**

- (a) You will have the flexibility to upgrade Your Internet Data Plan. If you choose to upgrade, the new Internet Data Plan will take effect on the beginning of the next billing cycle, subject to the Service modification Service Levels. For the avoidance of doubt, the following are considered to be an upgrade of the Internet Data Plan:
  - (i) Change of Internet Data Plan from Usage Based to Prepaid or Flat Rate Internet Data Plan; or
  - (ii) Change of Internet Data Plan from Prepaid to Flat Rate Internet Data Plan; or
  - (iii) Change of Prepaid Internet Data Plan to a higher usage allowance (e.g. From 100GB to 200GB).
- (b) Downgrade of the Internet Data Plan constitutes a termination of the Service. Cancellation Charges will apply if the Service is cancelled during the Minimum Period. The Customer starts a new Minimum Period for the new downgraded Internet Data Plan. The new Internet Data Plan will take effect on the beginning of the next billing cycle, subject to the Service modification Service Levels. For the avoidance of doubt, the following are considered to be a downgrade of the Internet Data Plan:
  - (i) Change of Internet Data Plan from Flat Rate to Usage Based or Prepaid Internet Data Plan; or
  - (ii) Change of Internet Data Plan from Prepaid to Usage Based Internet Data Plan; or
  - (iii) Change of Prepaid Internet Data Plan to a lower usage allowance (e.g. From 200GB to 100GB).

## **5.9 Service Modification**

AAPT will allow the following service modifications:

- (a) upgrade the Service bandwidth or upgrade the Internet Data Plan:
  - (i) You must order the upgraded Service for a new Minimum Period; and
  - (ii) if applicable, the standard Installation Charge will apply.

- (b) downgrade the Service bandwidth or the Internet Data Plan:
  - (i) You must order the downgraded Service for a new Minimum Period;
  - (ii) if applicable, the standard Installation Charge will apply;
  - (iii) if the Service is downgraded during the Minimum Period it will be deemed to be a termination of that Service during the Minimum Period by You and relevant Cancellation Charges will apply.
- (c) Change from Static Routing to BGP routing or vice versa;
- (d) Modify interface configuration;
- (e) Modify redundant power for EMSA;
- (f) IP address changes;
- (g) Update APNIC contact person;
- (h) BGP and Static Routing configuration changes;
- (i) Service relocation:
  - (i) Service relocation is available but is limited to the Service coverage area;
  - (ii) If You request relocation of the Service, We cannot guarantee that We will be able to provide the Service at the new address. If we are unable to relocate Your Service and You wish to cancel the Service, then Charges will apply if that cancellation is during the Minimum Period;
  - (iii) Customer must order the relocated Service for a new Minimum Period. The new Minimum Period must be equal to or greater than the original Minimum Period applicable to the Service prior to relocation;
  - (iv) A service relocation fee applies;
- (j) You can reset the Minimum Period (for a minimum of 12 months) of an individual Service following the expiry of its original Minimum Period.

#### 5.10 Acceptable Use Policy

- (a) You will ensure that You comply with our Acceptable Use Policy (**AUP**). You confirm that You have read and understood the AUP prior to signing this Service Schedule.
- (b) You acknowledge that AAPT may at any time amend the AUP or cancel the AUP and introduce a replacement AUP and such amendment, cancellation and replacement shall be binding on You on and from the date that it is published on the AAPT website.

#### 5.11 Service Updates

Notwithstanding any clause contained in the Service Agreement, AAPT may in its sole discretion vary the Service provided to You in the following circumstances:

- (a) if in AAPT's reasonable opinion such a variation or addition is required as a result of a change made by a Third Party Service Provider, in which case AAPT may do so without reference to You;
- (b) if, in AAPT's reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case AAPT may do so at its discretion without reference to You, provided the variation does not result in any material deterioration in the quality of the Service; and

- (c) in any other case, upon 30 days' prior written notice to You (such notice may contain a new Service Schedule (the "New Service Schedule"). For the avoidance of doubt the terms of the New Service Schedule will supersede this Service Schedule).

#### **5.12 Your Responsibilities**

- (a) You must provide appropriate telecommunications hardware for connection to the Service Demarcation Point.
- (b) When supplied by Us, You must provide space and power for the NTU which complies with the environmental conditions set out in the NTU Specification Document. AAPT reserves the right to make reasonable amendments to the NTU Specification Document (including the stated environmental conditions) from time to time.
- (c) You must pay all Charges resulting from use of the Services, whether authorised by You or not.
- (d) The Internet by its nature is not secure and AAPT does not provide as part of the Service, security features in the form of firewalls. You are responsible for providing any security or privacy that You requires for Your computer networks and any data stored on those networks or accessed through the Service.

#### **5.13 Acknowledgments**

- (a) You acknowledge that the AAPT Network is not necessarily a secure and confidential method of communications and You transmit material on the AAPT Network and the Internet at Your own risk.
- (b) You acknowledge that AAPT does not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of the Services and that AAPT is not responsible in any way for the nature, content and form of that material, access to that material or use of that material.
- (c) You acknowledge that AAPT will not be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.
- (d) You acknowledge that AAPT may access and store certain content accessible through use of the Internet (known as caching) for fast and easy access by Customers, that content is updated on a regular basis but there may be delays in that updating and therefore content accessed through the Service may not be the most up to date version.
- (e) Neither AAPT nor Third Party Service Provider exercises any control over the content accessible through the Internet.
- (f) You acknowledge that, to the extent permitted by law, AAPT makes no representations or warranties as to the effectiveness or fitness for purpose of AAPT's network security or Your network security. You shall make no claim against AAPT concerning AAPT's Network security or Your network security.
- (g) You acknowledge that AAPT will not be responsible for any damage that You suffer arising from using:
  - (i) the Service (including, but not limited to loss of data, delays, non-deliveries, or mis-deliveries); and
  - (ii) any content accessed through the Service (including inaccurate, incomplete or out of date information).

## 6. Definitions

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In this Service Schedule, unless the context requires otherwise:

**AAPT Network** means the telecommunication network between the multi-service edge devices owned by AAPT.

**Acceptable Use Policy** means the policy which can be viewed at <http://www.aapt.com.au/Acceptable-use-policy> as amended by AAPT from time to time.

**Act** means the Telecommunications Act 1997 (Cth).

**APNIC** means Asia-Pacific Network Information Centre. APNIC is a Regional Internet Registry that allocates IP and ASNs in the Asia Pacific region.

**AS** means Autonomous System. An AS is a connected group of one or more IP prefixes run by one or more network operators under a single and clearly defined routing policy.

**ASN** means Autonomous System Numbers. An ASN is a unique number associated with an AS. The ASN is used as an identifier to allow the AS to exchange dynamic routing information with other AS. Routing protocols such as BGP requires ASNs to exchange information between networks.

**Attachment Circuit or Access** means a physical connection between a Customer and the AAPT Network which allows delivery of the Service.

**Business Days** means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in New South Wales, excluding Saturdays and Sundays.

**BGP** means Border Gateway Protocol. BGP is a dynamic routing protocol used to exchange routing information across the Internet.

**Co-location Ethernet** means an Attachment Circuit delivered to a customer in a location that contains a multi-service edge device.

**Customer** means You.

**Customer Ethernet** means an Attachment Circuit delivered to a customer in a location that does not contain a multi-service edge device

**Ethernet Multi-Service Access** means the interface type that enables multiple services (including the Service) to be delivered via a single Attachment Circuit. Each service is delivered via a dedicated customer hand off port.

**Ethernet Single-Service Access** means the interface type that enables a single IP-Line Service to be delivered via a single Attachment Circuit.

**Ethernet Trunk Access** means the interface type that enables multiple services (including the Service) to be delivered via a single Attachment Circuit.

**Excess Usage Charges** are the Charges set out in Part 2 of this Service Schedule.

**Flat Rate Internet Data Plan** is defined in clause 1.2.2 (c) of Part 1 of this Service Schedule.

**Gbps** means Gigabits per second.

**Installation Charge** means a one-off Charge for labour, equipment, and associated cabling for initial installation of the Services.

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

**Installation Lead Time** means the periods of time outlined in clause 1.1 of Part 3 of this Service Schedule

**Internet Data Plan** means the amount of Internet data usage included as part of the Service. The Internet Data Plan can either be Usage Based, Prepaid or Flat Rate.

**IP** means Internet Protocol.

**IP-Line Link** a logical link between You and AAPT Network provisioned as part of the Service.

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

**Mbps** means Megabits per second.

**NTU** means Network Termination Unit.

**NTU Specification Document** means the document known as "PMR 09 002 AAPT Wholesale and Business - Access - NTU Specifications" and available upon request by You to Your Account Manager.

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

**Packet Loss** means the percentage ratio of the number of packets lost in relation to the total number of packets transmitted.

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

**Round Trip Time** means the time taken for a packet to travel from a source point to a destination point and back to the source point.

**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 or IP-Line Service** means the IP-Line Service supplied to You under this Service Schedule.

**Service Demarcation Point** is defined in clause 5.1 of Part 1 of this Service Schedule.

**Service Start 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.

**Site** means the site where Your network is located and connected via an Attachment Circuit to the AAPT Network as part of the Service.

**Static Routing** means a simple form of routing where routes are manually entered into the routing table and does not change unless reconfigured by a network administrator.

**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 or PowerTel Limited.

**TCP** means Transfer Control Protocol.

**Unconditioned Local Loop Service or ULLS** has the same meaning as that contained in the register of declared services maintained by the ACCC pursuant to section 152AQ of the Trade Practices Act 1974 (Cth).

**Unplanned Outage** means any interruption to the Service other than a Planned Outage.

**Usage Based Internet Data Plan** is defined in clause 1.2.2 (a) of Part 1 of this Service Schedule.

**Virtual Local Area Network or VLANs** means a method of creating independent logical networks within a physical network.

## **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.

**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 You reporting the fault via the AAPT Service Centre and the restoration of the Service; or
- b) between AAPT responding to an alarm on the AAPT Network or an Attachment Circuit and the restoration of the Service.

**Service Restoration Targets** means the periods of time outlined in clause 1.2 of this Part 2 of the Service Schedule.

**Standard Service Hours** means those hours during which the AAPT 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 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 known).</li> </ul>	<b>Interrupted Faults:</b> 0 to 60 minutes  <b>Non-Interrupted Faults:</b> 4 hours
<b>5. Progress Updates</b>	Updates on the status of faults.	<b>Interrupted Faults:</b> Hourly

Service Attribute	Attribute Definition	Service Level Commitment
		<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 clause 1.1 of this Part 3.
<b>8. Service Assurance</b>		Refer to assurance targets in clause 1.2 of this Part 3.

Table 1 –Service Attributes

## 1.1 Provisioning Targets

### (a) Installation Targets

- (i) The Installation Lead Time Targets outlined in Table 2 below are subject to the ready availability and capacity of installed AAPT network infrastructure.
- (ii) AAPT will use its best endeavours to adhere to the Installation Lead Times Targets.
- (iii) The Installation Lead Time Targets commence from the date of the Order Acceptance Notification.

Business IP-Line Installation	AAPT Infrastructure		Third Party Infrastructure
	Service over <u>New</u> AAPT Access	Service over <u>Existing</u> AAPT Access	Service over Third Party Access
<b>Metro</b>	20 Business Days	10 Business Days	30 Business Days or as advised in Order Acceptance Notification
<b>Regional</b>	30 Business Days	15 Business Days	30 Business Days or as advised in Order Acceptance Notification
<b>Rural</b>	N/A	N/A	As advised at time of Order Acceptable Notification

Table 2 –Installation Lead Time Targets

- (v) Installation Lead Time Targets assume that the relevant infrastructure and capacity is already established at the Customer Site. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised at the time of Order Acceptance Notification.
  - (vi) AAPT Infrastructure – New AAPT Access - implies a new Access is required to deliver the service.
  - (vii) AAPT Infrastructure – Existing AAPT Access – implies either an existing Ethernet Trunk Access or an existing Ethernet Multi-Service Access will be used to deliver the service.
  - (viii) Installation time frames for IP-Line Services delivered on Existing AAPT Access; do not extend to Services delivered on AAPT Ethernet Single-Service Access, as by its nature that Access type can only support a Single IP-Line Service.
  - (ix) Installation time frames for Services delivered on Existing AAPT Access; do not extend to Services delivered over Third Party Access.
  - (x) Third Party Access refers to any Services that are not provisioned using AAPT owned infrastructure.
  - (xi) The Customer acknowledges that in some cases AAPT will not be able to deliver the ordered Service by the advised Installation Lead Time Targets, due to limitations imposed on AAPT by Third Party Service Providers.
  - (xii) The Customer must be available for appointments set by AAPT and Our contractor. In a shared building where access to main distribution frame (MDF) and riser cables may be required, it is the Customers responsibility to organise it prior to appointment.
- (b) Modification Targets
- (i) The Modification Targets are outlined in Table 3 below.
  - (ii) AAPT will use its best endeavours to adhere to the Modification Targets.
  - (iii) The Modification Targets commence from the date of the Order Acceptance Notification.
  - (iv) Failure to achieve the Modification Targets does not entitle You to a rebate.

Business IP-Line Service Modification	Service over AAPT Access	Service over Third Party Access
<b>Physical Changes, including:</b> <ul style="list-style-type: none"> <li>▪ Relocation</li> <li>▪ Service bandwidth change requiring a change to the physical infrastructure</li> <li>▪ Any other modification requiring a change to the physical infrastructure</li> </ul>	See installation targets (above)	See installation targets (above)

<p><b>Logical Changes, including:</b></p> <ul style="list-style-type: none"> <li>▪ Service relocation between existing Accesses</li> <li>▪ Service bandwidth change not requiring changes to the physical infrastructure (where possible)</li> <li>▪ Any other Modification that does not require changes to the physical infrastructure (e.g. Add/Remove IP addresses, BGP Peering, BGP Filter, Static Route and Internet Data Plan* changes)</li> </ul> <p>* Changes to the Internet Data Plan will take effect on the next billing cycle subject to the 5 Business Days modification Service Levels</p>	5 Business Days	See installation targets (above)
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*Table 3 –Modification Targets*

**1.2 Assurance Targets**

(a) Availability Targets

- (i) The Availability Targets are outlined in Table 4 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.

Service Attribute	IP-Line
Availability	99.95%

*Table 4 –Service Availability Targets*

- (iv) 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.
  - (v) All Internet traffic outside AAPT Network is subject to general public Internet availability, and is not included in the availability target Service level.
- (b) Service Restoration Targets
- (i) The Service Restoration Targets are outlined in Table 5 below.
  - (ii) AAPT will use its best endeavours to adhere to the Service Restoration Targets.

Fault Classification	AAPT Infrastructure	Third Party Infrastructure
<b>- Interrupted Faults</b>		
Metro	4hrs	8hrs
Regional	Next Business Day	Next Business Day
Rural	N/A	Third Business Day
<b>- Non-Interrupted Faults</b>		
Metro and Regional	Second Business Day	Fourth Business Day

Table 5 –Service Restoration Targets

- (c) Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between the Customer reporting a fault to AAPT or AAPT responding to an alarm, and confirmation to the Customer that the Service has been restored.
- (d) Some Non-Interrupted faults may require monitoring over a time period to effectively diagnose and resolve the problem and this will be advised to the customer as the fault is investigated

**1.3 Service Performance Targets**

- (i) The Performance Targets are outlined in Table 6 below.
- (ii) AAPT will use its best endeavours to adhere to the Performance Targets.
- (iii) Failure to achieve the Performance Target does not entitle You to a rebate.

Performance Parameter	Performance Target
<b>Average Round Trip Times</b>	
<ul style="list-style-type: none"> <li>• Domestic</li> <li>• International</li> </ul>	<p style="text-align: center;">&lt; = 80ms</p> <p style="text-align: center;">&lt; = 200ms</p>
<b>Average Packet Loss</b>	< 1%

Table 6 –Service Performance Target

- (iv) Average Round Trip Times for domestic packets are measured by sending an Internet Control Message Protocol packet (a “ping”) between any of the AAPT core routers, taking the total average round trip times over a one calendar month period and comparing it to the target figure in the Table 6.
- (v) Average Round Trip Times for international packets are measured by sending an Internet Control Message Protocol packet (a “ping”) within the AAPT Core Network to another international site in the US (West Coast), taking the total average round trip times over a one calendar month period and comparing it to the target figure in the Table 6.
- (vi) The average Packet Loss will be less than 1% for both domestic and international packets. Average Packet Loss is taken over a one calendar month period and comparing it to the target figure in the Table 6.

- (vii) Performance metrics above are measured hourly based on the average of sending 10 packets at 5-minute intervals.

## 2. Service Rebates

### 2.1 Service Rebates

(a) Installation Rebates

Subject to the rebate conditions and exemptions listed in clauses 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.

Installation Delay	Installation Rebate
Up to 5 Business Days delay	Half of the total Monthly Recurring Charges for the first month for the delayed IP-Line Service and accompanying Access.
6 to 10 Business Days delay	The total Monthly Recurring Charges for the first month for the delayed IP-Line Service and accompanying Access.
11 to 20 Business Days delay	The total Monthly Recurring Charges for the first one and a half months for the delayed IP-Line Service and accompanying Access.
Greater than 20 Business Days delay	The total Monthly Recurring Charges for the first two months for the delayed IP-Line Service and accompanying Access.

*Table 7 – Installation Rebates*

(b) Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in clauses 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.

Number Of Hours in Excess of the Service Restoration Target	Service Restoration Rebate
<b>2 - 4 hrs (inclusive)</b>	10% of the total monthly recurring Charges for the eligible Service at that Access Site.
<b>&gt; 4 and ≤ 6 hrs</b>	15% of the total monthly recurring Charges for the eligible Service at that Access Site.
<b>&gt; 6 and ≤ 12 hrs</b>	25% of the total monthly recurring Charges for the eligible Service at that Access Site.
<b>&gt; 12 hours</b>	30% of the total monthly recurring Charges for the eligible Service at that Access Site.

*Table 8 – Service Restoration Rebates*

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 at a Metro Access Site on AAPT infrastructure which results in an IP-Line Service being non-operational for 6 hours. The restoration service target for this Site is 4 hours.

Restoration takes 2 hours longer than targeted. As such You will be entitled to claim a rebate for 10% of the total Monthly Recurring Charges for the affected IP-Line Service and accompanying Access at that Site.

## 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.
- (b) The maximum Installation Rebate payable for an IP-Line Service with less than a twenty-four month contract term is capped at the total monthly Charges for the first month of the delayed IP-Line Service, and accompanying Access.
- (c) The maximum Installation Rebate payable for an IP-Line Service where third-party infrastructure is used is capped at the total monthly Charges for the first month for the delayed IP-Line Service, and accompanying third-party Access.

The following general conditions apply to Rebates:

- (d) Rebates apply from the first full calendar month that the eligible Service is operational;
- (e) 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);
- (f) You must apply for the rebate by contacting the AAPT 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;
- (g) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
- (h) 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
- (i) 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.