



# AAPT Business Platinum Internet

10 / 20

## 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 otherwise defined 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

---

#### 1.1 Introduction

Platinum Internet 10 / 20 (the **Service**) is a dedicated Internet access Service from AAPT. The Service is designed for small and medium business Customers. The Service allows Customers to have access to the Internet based on TCP/IP protocol using Ethernet as the last mile access. The Service has 3 variants, these are:

- Platinum Internet 6 – allows Customers to connect their network to the Internet via Ethernet with an Access Speed of 6Mbps;
- Platinum Internet 10 – allows Customers to connect their network to the Internet via Ethernet with an Access Speed of 10Mbps;
- Platinum Internet 20 – allows Customers to connect their network to the Internet via Ethernet with an Access Speed of 20Mbps.

The Service is bundled with an Internet Data Plan. The Internet Data Plan can either be usage-based or flat rate. For usage-based Internet Data Plan, the Customer can select between 100GB, 300GB, 500GB and 1000GB included Internet data usage. Any excess usage beyond the included Internet data usage will be charged. Please note that Platinum Internet 6 is a usage-based only Internet Data Plan, and is only available with 100GB and 300GB usage allowance.

The physical connection will be limited to Ethernet access using Mid-Band Ethernet technology only. The Ethernet Access Speed options will be limited to either 6Mbps, 10Mbps or 20Mbps depending on the variant selected.

The Service supports two mechanisms to announce Customer routes to the Internet, static routing and Border Gateway Protocol (**BGP**). Unless You are multi-homed where You obtain Internet connectivity from multiple providers, static routing should be quite adequate. If You are obtaining Internet connectivity from multiple providers, then We require that You use BGP to exchange routing information with our Network.

#### 1.2 Description of Service Components

The Service is comprised of 2 main components. These are:

- (a) **Ethernet Access** – access into the Customer premises is provided using Ethernet access. Your Local Area Network (**LAM**) is connected through a Network Terminating Unit (**NTU**) supplied and managed by AAPT. The Service is then connected through to a Mid-Band Ethernet capable exchange and from there to the AAPT IP Network. This provides You with access to the AAPT IP Network and AAPT's high-speed Internet connections.

The Ethernet access is carried over multiple Unconditioned Local Loop Service (**ULLS**), delivered to Your premises and terminated to AAPT supplied NTU.

The NTU provides the network boundary. AAPT is responsible for the Service up to and including the Ethernet port on the NTU. Everything on Your side of the Ethernet port is Your responsibility. It is assumed that You have a layer 3 device behind the NTU e.g. a router or a firewall device.

The following table indicates the Ethernet access interface available for the Service:

Service Variants	Speed	Interface / Protocol	Connector
Platinum Internet 6	6Mbps	10/100BaseT (default is 100BaseT)	RJ-45
Platinum Internet 10	10Mbps	10/100BaseT (default is 100BaseT)	RJ-45
Platinum Internet 20	20Mbps	10/100BaseT (default is 100BaseT)	RJ-45

- (b) **Internet Connection** – provides connectivity to the Internet via AAPT’s IP Network and includes Internet traffic or Internet Data Plan and sold in conjunction with the Ethernet access.

For Internet Data Plan, You have a choice of **usage-based** or **flat rate** pricing customised to Your monthly download needs.

(i) **Usage-Based Internet Data Plan**

The Usage-Based Internet Data Plan provides You with a gigabyte (or traffic) allowance of either 100GB, 300GB, 500GB or 1000GB. This is suitable to those Customers who have an understanding of the data amount they intend to utilise each month. For Platinum Internet 6, only 100GB and 300GB Usage-Based Internet Data Plan is available.

You are required to pay a minimum monthly charge for the traffic allowance You select. If Your actual traffic usage exceeds the allowance You have paid for, then You are also charged for the excess.

Only the data downloaded from the Internet is charged. Data uploaded to the Internet is free of charge.

(ii) **Flat Rate Internet Data Plan**

The Flat Rate Internet Data Plan is ideal for businesses with high volume Internet requirements. A fixed monthly charge applies based on the maximum throughput of the Ethernet access tail. There is no excess usage traffic fees associated with Flat Rate Internet Data Plan.

Flat Rate Internet Data Plan is not available on Platinum Internet 6.

(iii) **Internet Data Plan Contract Notes**

For Internet Data Plan You have the flexibility to increase Your minimum Internet usage commitment by providing us 30 days’ notice. The new Internet Data Plan will take effect on the beginning of the next billing cycle. For the avoidance of doubt, the following are considered to be an upgrade of the Internet Data Plan:

- Change of Internet Data Plan from 100GB to flat rate or higher Usage-Based Internet Data Plan (e.g. 300GB, 500GB and 1000GB); or

- Change of Internet Data Plan from 300GB to flat rate or higher Usage-Based Internet Data Plan (e.g. 500GB and 1000GB); or
- Change of Internet Data Plan from 500GB to flat rate or higher Usage-Based Internet Data Plan (e.g. 1000GB); or
- Change of Internet Data Plan from 1000GB to flat rate

Decrease of the Internet Data Plan constitutes a termination of the Contract. Cancellation Charges may apply if the Service is still subject to a contracted 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. For the avoidance of doubt, the following are considered to be a downgrade of Internet Data Plan:

- Change of Internet Data Plan from flat rate to usage-based Internet Data Plan (e.g. 100GB, 300GB, 500GB and 1000GB); or
- Change of Internet Data Plan from 1000GB to a lower usage-based Internet Data Plan (e.g. 500GB, 300GB and 100GB).
- Change of Internet Data Plan from 500GB to a lower usage-based Internet Data Plan (e.g. 300GB and 100GB).
- Change of Internet Data Plan from 300GB to a lower usage-based Internet Data Plan (e.g. 100GB).

## 2. PowerTel's Role

---

You acknowledge and agree that:

- (a) PowerTel may act as a subcontractor of AAPT, and in this capacity it will:
  - (i) provide the Service to You; and
  - (ii) deal with all faults and restoration issues in relation to the Service, and
- (b) PowerTel, may act as an agent for AAPT, and in this capacity it will issue invoices to You for Charges incurred in relation to the Services; and
- (c) You may be required to pay all invoiced Charges in relation to the Services to PowerTel where it is 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

---

### 3.1 Pricing Structure

The pricing structure is broken down as follows:

- (a) Non recurring Charges consisting of:
  - (i) Service Installation Charge;

- (ii) Service Relocation Charge;
- (iii) Modification Charges;

The Service Installation Charge is associated with the Ethernet access component of the Service.

(b) **Monthly recurring Charges** consisting of:

- (i) Service Monthly recurring Charge;
- (ii) BGP Monthly recurring Charge;

All monthly recurring charges are charged in advance.

(c) **Excess usage Charge;**

- (i) Internet Data Plan Excess usage Charge;

Excess usage charge is charged in arrears.

(d) **Other Charges;**

- (i) Cancellation Charges;
- (ii) Call-Out Charges; and
- (iii) You may incur an additional Charge if You withdraw Your order prior to completion of delivery of that Service;

The Service Charges are specified in the Order for Service.

### 3.2 Revised Charges

- (a) If, at any time during the term of this Agreement, there is an increase imposed on AAPT or PowerTel in the cost of providing the Services, AAPT may review and modify the Charges and advise You by notice in writing (the **Revised Charges**). The Revised Charges so advised will become the Charges effective from the date that is 10 Business Days after the date of the notice.
- (b) If AAPT varies the Charges under this clause, AAPT may require from You an additional form of security or prepayment, as applicable, to cover the Revised Charges.

## 4. Minimum Period

---

- (a) The Minimum Period for each Service ordered under this Service Schedule (an **Individual Service**) is 12 months commencing from the Service Start Date or such greater period as specified in the Service Order Form.
- (b) If supply of an Individual Service is discontinued prior to expiry of the Minimum Period for that Individual Service, Cancellation Charges may apply in accordance with the Service Agreement.

## 5. Service Levels

---

The service levels for the Services are set out in Part 3 of this Service Schedule. Failure to achieve the service level targets does not automatically entitle You to a rebate. Please refer to Part 3.

## 6. Additional Terms and Conditions

---

### 6.1 Service Demarcation Point

- (a) The service demarcation point for the Service is the Ethernet access interface (RJ-45) provided on the AAPT NTU on Your premises;
- (b) You are responsible for all cabling from the service demarcation point to Your own equipment (e.g. router or firewall);
- (c) You are responsible for connecting Your own equipment to the NTU provided by AAPT to obtain connectivity to the Service;
- (d) Any configuration required on Your own equipment is Your responsibility. AAPT or its agent will not configure nor conduct testing on the equipment provided by You.

### 6.2 Service Installation

- (a) We will build and commission the Service to Your nominated site / location prior to hand over to You.
- (b) We will carry out the work necessary to enable the provision of the Services (the **Service Installation Work**) as set out in the Service Order Form.
- (c) When installing the Service, AAPT will organise the installation of ULLS for the Ethernet access component of the Service at the Customer site. The NTU will be installed to a location specified by You.
- (d) AAPT or its agents may organise multiple site visits with the Customer to install ULLS and the NTU.
- (e) AAPT defines service installation as standard if:
  - (i) there is standard 240v AC General Purpose Outlet (**GPO**) available at the NTU location;
  - (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 accept them.

- (g) When installing the Service, You will :
  - (i) provide access to the building 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;
  - (iv) maintain the building cabling (existing and new) in accordance with industry standards necessary to support the Service;
  - (v) maintain Your cabling including any cabling we have installed to deliver the Service.

### **6.3 Network Termination Unit (NTU)**

- (a) The NTU must only be used at the Customer premises to access the Services provided under this Agreement.
- (b) The NTU remains the property of AAPT.

### **6.4 Customer Authority for ULLS and Service Delivery Qualification**

- (a) You authorise AAPT 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 Us with valid telephone number located on Your premises 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 indication is a guide only and that AAPT is not liable for any loss or damage caused to You by You relying on such an indication.
- (c) You acknowledge that each Service will be subject to a service qualification process. If the service qualification process shows a possibility of failure on delivery, then AAPT reserves the right not to deliver.
- (d) Where ULLS is not available or unsuitable for the requested Service, You will be notified and Your order automatically cancelled. If applicable, an alternative product may be offered to You. If You wish to use an alternate product, a new Service Order Form shall be issued by AAPT which will need to be signed by You.
- (e) Whilst We will use our reasonable endeavours to supply the Service to You, the availability of the Services is dependant upon a variety of matters, including (but not limited to) capacity of copper infrastructure linked to Your nominated site where the Service will be supplied, and the geographic location of Your nominated site.
- (f) Where during the qualification process AAPT has recommended cancelling Your order for Services, and notwithstanding that recommendation You have requested that the Service be provided, AAPT will not be liable for any claims that the Service does not meet the Service Description, inc particular any claim that the Access Speed is not attainable.

- (g) Your nominated site must be located at such a distance from an exchange equipped to provide AAPT's Mid-Band Ethernet services to enable Us to provide the Service.
- (h) No Reinstatement: When an existing telephone service is selected for conversion to ULLS, the telephone service may be terminated and if so it cannot be reinstated as the same telephone service. We do not guarantee the restoration or reinstatement of any previous telephone number or service supplied over that telephone line.

## 6.5 Ethernet Access Service Component

- (a) The Ethernet access service component is a point-to-point connection that provides connectivity between the Customer's LAN and AAPT's Internet infrastructure.
- (b) The Ethernet access service component is bundled with Internet Data Plan and cannot be unbundled and used for other purposes other than providing physical access from Customer LAN to the AAPT's Internet infrastructure.
- (c) While AAPT will use its reasonable endeavours to deliver the Ethernet Access Speed, the actual Access Speed may vary according to:
  - (i) the length of the copper wire from the end Customer premises to the Mid-Band Ethernet enabled exchange;
  - (ii) the quality of the copper line between the end Customer premises to the Mid-Band Ethernet enabled exchange;
  - (iii) electrical interference from outside sources;
  - (iv) the existence of copper wiring within the Customer premises.
- (d) The Ethernet Access Speed represents the maximum potential data rate that can be downloaded and uploaded by the Customer from the Internet. The actual data rate or throughput may vary according to the:
  - (i) actual network capacity between AAPT's Mid-Band Ethernet enabled exchange and AAPT's Network;
  - (ii) network utilisation and the number of users accessing the network at any one time;
  - (iii) Customer's hardware or software; and
  - (iv) web sites the Customer is visiting
- (e) Customer agrees that failure to meet the data rate is not a service fault and is not a breach of SLA by AAPT.

## 6.6 Border Gateway Protocol

- (a) Customers who are multi-homed (i.e. Customers who have multiple upstream Internet service providers) may choose to enable BGP. This can be specified on Your Service Order Form or through service modification.
- (b) You must provide a public Autonomous System Number (**ASM**) and other relevant BGP routing configurations to AAPT to enable this feature. The public ASN can be obtained

directly from APNIC. Any cost associated in obtaining the public ASN from APNIC is Your responsibility.

- (c) In order to enable BGP, AAPT may request information from You including (but not limited to):
  - (i) Public ASN;
  - (ii) Exact prefixes that You will be advertising with AAPT;
  - (iii) Outbound Policy Option (e.g. Full Internet routes, Domestic only routes, AAPT Customer routes and default route only).
- (d) When You are requesting for a BGP update request, We require that You provide us the relevant AAPT service number, prefixes that need to be added to Your BGP configuration and Your ASN.

## 6.7 IP Address

- (a) Unless expressly provided in the Order for Service, 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 advertise 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 that public IP addresses directly from APNIC;
  - (v) When the Service is cancelled, You have to stop using the IP addresses that we provide to You, immediately and remove them from all Your software and hardware devices.

## 6.8 Service Modification

AAPT will allow the following service modifications:

- (a) upgrade Ethernet Access Speed (e.g. 6Mbps to 10Mbps or 20 Mbps, 10Mbps to 20Mbps):

- (i) the Customer upgrading Ethernet Access Speed must order the upgraded Service for a new Minimum Period;
  - (ii) if applicable, the standard Installation Charge will apply;
  - (iii) For the avoidance of doubt, the Customer will not incur a Cancellation Charge for the Service being upgraded.
- (b) downgrade Ethernet Access Speed (e.g. 20Mbps to 10Mbps or 6Mbps; 10Mbps to 6Mbps):
- (i) the Customer downgrading Ethernet Access Speed must order the downgraded Service for a new Minimum Period;
  - (ii) if applicable, the standard Installation Charge will apply;
  - (iii) For the avoidance of doubt, Customer will incur a Cancellation Charge for the Service being downgraded that is still subject to a Minimum Period. No Cancellation charge will apply if the Minimum Period for the Service being downgraded has expired.
- (c) upgrade of Internet Data Plan:
- (i) the Customer upgrading Internet Data Plan must order the upgraded Service for a new Minimum Period;
  - (ii) For the avoidance of doubt, the Customer will not incur a Cancellation Charge for the Service being upgraded.
- (d) downgrade of Internet Data Plan:
- (i) the Customer downgrading Internet Data Plan must order the downgraded Service for a new Minimum Period for the downgraded Service;
  - (ii) For the avoidance of doubt, Customer will incur a Cancellation Charge for the Service being downgraded that is still subject to its Minimum Period. No Cancellation Charge will apply if the Minimum Period of the Service being downgraded has expired.
- (e) Change from Static to BGP routing or vice versa: Customer must provide 30 days notice when changing Static routing to BGP routing or vice versa.
- (f) IP address changes.
- (g) BGP routing configuration changes.
- (h) Service relocation:
- (i) Service relocation is available during the term of the contract but is limited to AAPT coverage area;
  - (ii) If we are unable to relocate Your Service and You wish to cancel the Service, Cancellation Charges will apply in respect of the remainder of the Minimum Period for the Service;
  - (iii) Customer must order the Service for a New Minimum Period for Services being relocated. The new Minimum Period must be equal to or greater than the original Minimum Period;

- (iv) A service relocation fee applies for Services being relocated less than 6 months from the commencement of the original Minimum Period.
- (i) Renew contract: Customers are able to renew contract to at least the minimum term of 12 months after the existing Service contract expires.

### **6.9 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.

### **6.10 Use of the Services**

- (a) You are responsible for and must pay the cost of all telecommunications and access charges incurred when accessing or using the Service, and any charges by any content provider.
- (b) You acknowledge that the Internet is not necessarily a secure or confidential means of transmitting information.
- (c) If You request Us to change the place at which the Services are provided, We cannot guarantee that We will be able to provide the Services at the new address. You may have to pay charges for installing the Services at the new address. We will obtain Your agreement to any such charges prior to invoicing You for them.

### **6.11 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).

### **6.12 Your Responsibilities**

- (a) You must provide appropriate telecommunications hardware for connection to the AAPT Network.

- (b) You must provide environmental conditions for the NTU as described below, however AAPT reserves the right to amend these stated environmental conditions from time to time

Requirement	Mid-Band Ethernet NTU
Operating Temperature	0 - 65° Celsius
Relative Humidity	5 – 95% (Non-condensing)
Dimensions	35x216x230mm (HWD) 1RU with Rack, Desk & Wall mounts
Weight	1.36 kg
Power	11-14VDC with external 240VAC adapter (Requires 1 GPO)

- (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. The Customer is responsible for providing any security or privacy that it requires for its computer networks and any data stored on those networks or accessed through the Service.

### 6.13 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 Other Supplier 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).
- (h) You acknowledge that AAPT will make this offer available in the market for a limited time only and may withdraw the Service offering from the market without any liability by providing You a written notice of at least 30 days before the intended withdrawal from the market.
- (i) You acknowledge that existing Services may be migrated by AAPT to another product with similar functionality by providing You a written notice of at least 30 days before the intended Service migration.

## 7. Definitions

---

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.

**Access Speed** means the speed of communication (measured in Mbps) between the AAPT supplied NTU and the Mid-Band Ethernet enabled exchange. It represents the maximum potential data rate that can be received by the Customer.

**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.

**Ethernet** means an access technology used to provide connection between the Customer network and the AAPT Network.

**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.

**Flat Rate Internet Data Plan** means an Internet Data Plan with no minimum Internet data usage allowance and no excess usage charge applies. A fixed monthly charge applies based on the maximum throughput of the Ethernet access tail.

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

**Installation Lead Time** means the periods of time outlined in clause 1.1.1 of Part 3.

**Internet Data Plan** means the amount of data usage included as part of the Service. The Internet Data Plan can either be usage-based or flat rate.

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

**IP** means Internet Protocol.

**LAN** means Local Area Network. A LAN is a computer network covering a small physical area, like an office or small group of buildings.

**Minimum Period** means the period outlined in clause 4.

**Mbps** means Megabits per second.

**Multi-homing** means having multiple connections to the Internet from different Internet service providers.

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

**NTU** means Network Termination Unit.

**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.

**Platinum Internet 6** is a variant of the Service which allows the Customer to connect their network to the Internet via Ethernet with an Access Speed of 6Mbps.

**Platinum Internet 10** is a variant of the Service which allows the Customer to connect their network to the Internet via Ethernet with an Access Speed of 10Mbps.

**Platinum Internet 20** is a variant of the Service which allows the Customer to connect their network to the Internet via Ethernet with an Access Speed of 20Mbps.

**PowerTel** means PowerTel Limited, a Related Body Corporate of AAPT.

**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** means Platinum Internet 6, Platinum Internet 10 or Platinum Internet 20 supplied to You under this Service Schedule.

**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 Demarcation Point** means the Ethernet port on the NTU located at the Customer premises used to connect to our Network.

**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.

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

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

**Service Restoration Targets** means the periods of time outlined in clause 1.2.2 of Part 3.

**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.

**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.

**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** means an Internet Data Plan with Internet data usage allowance measured in gigabytes (GB). One gigabyte is equivalent to 1024 megabytes. Excess usage charges apply if the Internet data usage allowance is exceeded.

## **Part 2 - Charges**

See Service Order Form for the Charges applicable to the Service.

## Part 3 – Service Levels

### Service Functional Performance

The Service Level has two 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 Service Attributes.

### 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 a Customer 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. Daily average - 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 Service Centre 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:</b> Service is completely non-operational.  <b>Non-Interrupted:</b> Service is degraded but still operational.	The severity of faults are classified by the AAPT Service Centre and advised to the Customer on initial response.
<b>4. Response Time</b>	The elapsed time, during Standard Service Hours, between the Customer reporting a fault to AAPT or AAPT responding to an alarm, and AAPT contacting the Customer to provide the following details:	Interrupted Faults: 60 minutes Non-Interrupted Faults: 4 hours

	<ul style="list-style-type: none"> <li>- fault classification</li> <li>- initial diagnosis;</li> <li>- an estimated time to restore, if known.</li> </ul>	
<b>5. Progress Updates</b>	Updates on the status of faults.	Interrupted Faults: Hourly Non-Interrupted Faults: 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 <b>five</b> 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.

## 1.1 Provisioning Targets

### 1.1.1 Installation Target

The installation lead time is the target that AAPT uses its reasonable endeavours to adhere to, they commence on the date of the Order Acceptance Notification. Installation lead time is exclusive of any sites acquisition issues. The Customer is requested to provide assistance with site acquisition as may be necessary.

Service	Lead Time
Platinum Internet 10 / 20	25 Business Days (Notes 1, 2)

**Note 1:** The installation lead time is the elapsed time between confirmed acceptance of the order by AAPT and the implementation of that request, unless the Customer specifies a longer time.

**Note 2:** The Customer notes that in some cases AAPT will not be able to deliver the ordered Service by the Lead Time target, due to limitations imposed on AAPT by Third Party Service Providers. Provisioning lead time assumes that infrastructure is already established at the site and that network capacity is available to provision the Service.

### 1.1.2 Modification Targets

The modification lead times are targets that AAPT uses its reasonable endeavours to adhere to, they commence on the date of the Order Acceptance Notification. Failure to achieve these targets does not entitle You to a rebate.

Modifications are classified into 2 types:

- Physical – changes that require a site visit e.g. increase of Access Speed;
- Logical – changes that do not require a site visit e.g. additional IP address allocation, BGP update requests.

Ethernet Access Modification	Lead Time
<b>Physical Changes</b> <ul style="list-style-type: none"> <li>▪ Relocation</li> <li>▪ Speed Upgrade</li> </ul>	As per new install

Internet Service Modification	Lead Time
<b>Logical Changes</b> <ul style="list-style-type: none"> <li>▪ Additional IP addresses</li> <li>▪ BGP update requests</li> </ul>	5 Business Days 3 Business Days

## 1.2 Assurance Targets

### 1.2.1 Availability Targets

The table below describes the availability targets that AAPT will use its reasonable endeavours to adhere to. Failure to achieve these targets does not entitle You to a rebate.

	Ethernet Access
Availability	99.95%

Ethernet Access availability is defined as the availability of the circuit and all other network infrastructure that connects the Customer site to the relevant AAPT Edge Network and through to the AAPT IP Core Network. The point of demarcation is the AAPT provided NTU on the Customer’s premises.

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.

You acknowledge that all Internet traffic outside AAPT Network is subject to general public Internet availability, and is not included in the availability target Service level.

### 1.2.2 Service Restoration Targets

The 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.

The table below describes the Service Restoration targets that AAPT will use its reasonable endeavours to adhere to:

Interrupted Faults	Service Restoration Targets
Metro (Note 1)	4 hours
Regional (Note 3)	Next Business Day
Rural (Note 2)	N/A
Non-Interrupted Faults (Note 4)	
All Regions	48 hours

**Note 1:** A metropolitan area is defined as the local calling area of Melbourne, Sydney, Brisbane, Adelaide, Perth, Canberra or within 50km of the GPO of each of Melbourne, Sydney, Brisbane, Adelaide, Perth, Canberra or whichever is the nearer.

**Note 2:** A rural area is defined as a site 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.

**Note 3:** All other areas are classified as regional.

**Note 4:** Some non-interrupted faults may require monitoring over a period of time to effectively diagnose and resolve the problem and this will be advised to You as the fault is investigated.

### 1.2.3 Performance Targets

The table below describes the performance targets that AAPT will use its reasonable endeavours to adhere to. Failure to achieve these targets does not entitle You to a rebate.

Performance Parameter	Availability Target
<b>Average Round Trip Time</b> (Note 1)	< 200ms
<b>Average Packet Loss</b> (Note 2)	< 2%

**Note 1:** The average round-trip transmission time for packets will be less than 200 milliseconds, within the AAPT Core Network, to another point in the AAPT Core Network, and return. The Service is provided on a best effort basis and hence the average round-trip transmission time measures are an indicative performance target with no associated rebates.

**Note 2:** The average packet loss will be less than 2%.

## 2. Service Restoration Rebate

Subject to the rebate exemptions listed below and in the event of AAPT failing to meet the Service Restoration Targets for Interrupted Faults as set out in Section 1.2.2 above, 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
2 – 4 hours (inclusive)	5% of the total monthly Charges for the eligible Service at that site.
Greater than 4 hours, less than or equal to 6 hours	10% of the total monthly Charges for the eligible Service at that site.
greater than 6 hours, less than or equal to 12 hours	15% of the total monthly Charges for the eligible Service at that site.
greater than 12 hours	20% of the total monthly Charges for the eligible Service at that site.

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 site on AAPT infrastructure which results in the Service to that site being non-operational for 10 hours. The Service restoration target for this site is 4 hours. Restoration takes 6 hours longer than targeted. As such the Customer will be entitled to claim a rebate for 10% of the total monthly Charge(s) for the eligible Service at that site.

The following general conditions apply to eligibility for a Service Restoration rebate:

- Rebates apply from the first full calendar month that the eligible Service is operational;
- Where available, the rebate is the only remedy in the event of any failure to meet the defined target;
- 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;
- The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
- 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
- Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

Service Restoration Rebates are not available where:

- the Interrupted Fault is directly or indirectly caused by a Planned Outage;
- disruption or delay in restoring the Service is caused or contributed to by You;
- You have failed to pay Charges to AAPT when due and payable;
- the fault was directly or indirectly caused by a power interruption at Your site;
- the fault is a Non-Interrupted Fault; and

- 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 Supplier's Network.