



# AAPT BUSINESS SIP VOICE

## Service Schedule

An AAPT Business 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 Business SIP Voice Service Description

AAPT's Business SIP Voice Service (the **Service**) allows a customer with an IP PBX or SIP Gateway Device to connect it and other Access Sites to the AAPT Network via AAPT Business Ethernet (the **Access**) and have its telephony traffic carried between Access Sites via IP utilising Session Initiation Protocol (**SIP**).

The Service can be utilised as an alternative to traditional ISDN.

The use of AAPT Business Ethernet as the underlying delivery mechanism for the Service enables scalability. Additionally, Primary Rate Interface (**PRI**) Trunks can be installed in parallel to the Service, enabling a customer to have service redundancy whereupon calls can overflow to the PRI Trunk from the Service in the event of an outage on the Service.

The Service consists of the following components (which are more fully described in paragraphs 1.2 to 1.5):

- (a) Access: the Service offers connectivity to Your IP PBX or SIP Gateway Device and other Access Sites via the following Access interface types;
  - (i) Ethernet Single-Service Access;
  - (ii) Ethernet Trunk Access; or
  - (iii) Ethernet Multi-Service Access.
- (b) Business SIP Voice Service Sessions: the Service offers configurable options scalable from 10 SIP Sessions to 300+ SIP Sessions.
- (c) Business SIP Voice Service IP Address Range: AAPT will allocate a /28, /29, or /30 IP Address Range for each Individual Service.
- (d) Business SIP Voice Service features: see paragraph 1.5 below.

Where a Service component requires a choice to be made (whether by You or by agreement), that choice must be made in a Service Order Form (or otherwise agreed in writing signed by both parties) in order to form part of the Service provided and for the provisions of this Service Schedule to apply to it.

#### 1.2 Access

- (a) Access Sites: Access to the Service is available at any Access Site, being one of the following two physical locations:
  - (i) Customer Ethernet Site; or
  - (ii) Co-location Ethernet Site.

(Note that Access provided to a Co-location Ethernet Site requires You to have an existing Co-location service with AAPT.)

- (b) Access interface types: at each Access Site, Access is offered via one of the following interface types:
- (i) Ethernet Single-Service Access: If this interface type is chosen, the following will apply:
    - (A) a single dedicated, voice communication only Service will be delivered via a single physical connection i.e. You cannot add additional services (e.g. Data, IP VPN or Internet) to the Service; and
    - (B) the minimum bandwidth required for an Ethernet Single-Service Access will be directly determined by the number of SIP Sessions You require.
  - (ii) Ethernet Trunk Access: if this interface type is chosen, the following will apply:
    - (A) multiple services (including the Service) may be delivered via a single physical connection using IEEE 802.1Q;
    - (B) You must allocate a unique VLAN ID to the Service as well as every other service on the Ethernet Trunk Access;
    - (C) You must ensure all services (including the Service) on the Ethernet Trunk Access are shaped to their contracted bandwidth. Any errant service (i.e. a service exceeding its contracted bandwidth on ingress to the Ethernet Trunk Access) may adversely impact other services sharing that Access; and
    - (D) the minimum bandwidth required for an Ethernet Trunk Access will be the sum of the bandwidth required for each service (including the Service).
  - (iii) Ethernet Multi-Service Access: if this interface type is chosen, the following will apply:
    - (A) multiple services (including the Service) may be delivered via a single physical connection, with each service provided with a dedicated customer hand off port;
    - (B) You must ensure all services (including the Service) on the Ethernet Multi-Service Access are shaped to their contracted bandwidth. Any errant service (i.e. a service exceeding its contracted bandwidth on ingress to the Ethernet Multi-Service Access) may adversely impact other services sharing that Access; and
    - (C) the minimum bandwidth required for an Ethernet Multi-Service Access will be the sum of the bandwidth required for each service (including the Service).
- (c) Access speeds: each Access interface type offers the following speeds:
- (i) 10/100 BASE –TX; or
  - (ii) 1000 BASE –TX; LX (LC); SX (LC).
- (d) Access equipment: at each Access Site, AAPT may provide a Network Termination Unit (**NTU**) (which forms part of Our Equipment).

- (e) Service Coverage: the availability of the Service is subject to, among other things, the geographic availability of the Access (which is required for the Service) as follows:
- (i) 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.
  - (ii) Access is provided on AAPT infrastructure in select regional areas as determined by AAPT from time to time.
  - (iii) If requested by You, AAPT will advise You where it is possible to offer Access via a Third Party Service Provider's network. Restrictions may apply to any Service provided via a Third Party Service Provider's network.

You should contact Your account manager to ascertain availability of the Service at the time of Your order.

### 1.3 Business SIP Voice Service Sessions

The following table represents the required bandwidth for Business SIP Voice Service Sessions offered as part of the Service:

Service Variants	Required Ethernet Bandwidth (Mbps)	Service Variants	Required Ethernet Bandwidth (Mbps)
SIP 10	2	SIP 100	10
SIP 20	2	SIP 120	12
SIP 30	4	SIP 150	16
SIP 40	4	SIP 180	18
SIP 50	6	SIP 210	25
SIP 60	6	SIP 240	25
SIP 70	8	SIP 270	30
SIP 80	8	SIP 300	30
SIP 90	10	SIP 300+	30+

**Notes:**

1. Services requiring 150 or more SIP Sessions will require a Capacity Planning check to ensure AAPT has appropriate capacity to support the number of concurrent calls required.
2. Services requiring greater than 300 SIP Sessions are subject to Pricing on Application.

#### **1.4 Business SIP Voice Service IP Address Range**

AAPT will allocate a /28, /29 or /30 IP Address Range for each Individual Service; based on customer selection at the time of order submission; and will allocate the associated number of IP addresses as per the below:

- (i) /30 (one useable IP addresses)
- (ii) /29 (five useable IP addresses)
- (iii) /28 (thirteen useable IP addresses)

One address (the lowest available) within the subnet will be allocated to the AAPT Access interface, while the remaining addresses will be available for customer use.

#### **1.5 Business SIP Voice Service Features**

The Service also offers the following features:

- (a) Direct In Dial number ranges
- (b) Calling Line Identification (**CLI**) – Presentation and Restriction
- (c) Extension Level Billing
- (d) Main Billing Number
- (e) Local Number Portability
- (f) New AAPT Number Ranges
- (g) Number Range Reservation
- (h) White Pages Directory Listing
- (i) Call Redirection and Disaster Recovery Call Redirection
- (j) Call Overflow/Failover to PRI Trunks

The Service also supports PRI Trunks that can be used for redundancy purposes in the event of an Unplanned Outage to the Service. A single PRI Trunk provides You with a Primary Rate Access (**PRA**) connection that can be used to carry up to thirty concurrent voice calls.

Multiple PRI Trunks may be required for connection to You to support the volume of call traffic. If PRI Trunks are ordered, You will incur additional charges.

## 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 Installation Charges;
    - (B) Service Relocation Charges;
    - (C) Service Modification Charges;
    - (D) Local Number Portability Charges; and
    - (E) Service Redirection Charges;
  - (ii) Monthly recurring Charges:
    - (A) Service monthly recurring Charges;
    - (B) Feature monthly recurring Charges; and
  - (iii) Usage Based Charges; and
- (b) Other Charges:
  - (i) Cancellation Charges;
  - (ii) Call-Out Charges; and
  - (iii) You may incur an additional Charge if You withdraw a Service Order Form prior to completion of delivery of that Service;

The Service Charges are specified in the Service Order Form. For information relating to Other Charges please contact Your account manager.

### 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 24 months commencing from the Service Start Date or such greater period as specified in Your 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 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 are set out in Part 3.

## 6. Additional Terms and Conditions

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### 6.1 Service Demarcation Point

For each Access Site:

- (a) the Service Demarcation Point for that Access Site is the Ethernet access interface provided on the AAPT NTU;
- (b) You are responsible for all cabling from the Service Demarcation Point to Your own equipment (e.g. IP PBX);
- (c) You are responsible for connecting Your own equipment to the Service Demarcation Point to obtain connectivity to the Service; and
- (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 Updates

AAPT may 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 the terms of this Service Schedule).



### 6.3 Your Responsibilities

- (a) At each Access Site:
  - (i) You must provide appropriate telecommunications hardware for connection to the Service Demarcation Point.
  - (ii) You must provide space and power at Your Site for the NTU which complies with the environmental conditions set out in the NTU Specifications Document. AAPT reserves the right to make reasonable amendments to the NTU Specifications Document (including the stated environmental conditions) from time to time.
  - (iii) You must implement and maintain network security.
- (b) You must pay all Charges resulting from use of the Services, whether authorised by You or not.

### 6.4 Acknowledgments

- (a) You acknowledge that the AAPT Network and each Access are not necessarily secure and You transmit material on the AAPT Network via an Access 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, to the extent permitted by law, AAPT makes no representations or warranties as to the effectiveness or fitness for purpose of the AAPT Network's security, the security of any Access, or Your network security. You shall make no claim against AAPT concerning the AAPT Network's security, the security of any Access, or Your network security.

### 6.5 Transferring the Service From Your Current Third Party Service Provider (*Current Supplier*) to AAPT

If in providing the Service We need to change Your arrangements with Your Current Supplier, You consent to the following procedures:

- (a) You authorise Us to advise Your Current Supplier that the Service is to be provided by Us in place of Your Current Supplier's service (***Transferred Service***) and to sign on Your behalf and in Your name forms of authority to Your Current Supplier to transfer the provision of the Transferred Service to Us;
- (b) if We request, You will give written instructions to Your Current Supplier to transfer the Transferred Service from Your name into Our name;
- (c) You will immediately pay to Your Current Supplier all amounts owing for the Transferred Service including alteration of charges which Your Current Supplier may demand up to the time of transfer of those accounts;

- (d) within 7 days of Our request You will provide Us with a written list of all amounts which You presently owe to Your Current Supplier for the Transferred Service and include details of any amounts which are in dispute between You and Your Current Supplier in relation to the Transferred Service;
- (e) You authorise Us to, at Our discretion, resolve all disputes between You and Your Current Supplier about charges owed by You to Your Current Supplier. You will settle all disputes with Your Current Supplier in accordance with such resolution and, at Our discretion, authorise Us to immediately pay Your Current Supplier on Your behalf;
- (f) if We pay or credit any amount to Your Current Supplier on Your behalf, then, You will indemnify and reimburse Us for that amount;
- (g) if the Current Supplier credits Us with any amount concerning the Transferred Service, We will credit that amount to You;
- (h) If You apply to port geographic service numbers from the Transferred Service to the Service (a process commonly referred to as **Local Number Portability**, or **LNP**), AAPT does not warrant or guarantee the feasibility or success of such a port or that numbers successfully ported to AAPT are capable of being ported to any Third Party Service Provider;
- (i) AAPT undertakes to use reasonable endeavours and proper skill and care to port numbers to and from a Third Party Service Provider.

#### **6.6 Transferring the Service From AAPT to a Third Party Service Provider:**

If You request Us to transfer the Service to a Third Party Service Provider:

- (a) Without limitation to any other Cancellation Charge payable by You (if applicable), You remain liable to Us for the amount payable for the Service up to the time when We transfer those accounts to that Third Party Service Provider. AAPT's provision of the Service to You will cease when We transfer those accounts to the Third Party Service Provider;
- (b) We will bill You for the Services within the following billing period or as soon as those charges become apparent to Us;
- (c) We will credit You with any amount credited to Us by the Third Party Service Provider for the Service up to the date of transfer of those accounts to any Third Party Service Provider.

#### **6.7 Telephone Number:**

You acknowledge that You have no right, title or interest in any number allocated to You as part of the Service. We will comply with the National Numbering Plan and reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. We will notify You of any numbering change, which will affect You.

#### **6.8 Calling Line Identification (CLI):**

- (a) You must provide the CLI of the A-party to AAPT on all calls. You acknowledge and agree that:

- (i) The CLI provided is valid, meaning it can be identified by AAPT for the purpose of terminating a call to the called party. AAPT will not terminate calls from CLI that cannot be identified.
  - (ii) You agree that, if You do not bar CLI in respect of calls made using the Service, Your telephone number may be sent automatically to the equipment of the called party when a call is made using the Service;
  - (iii) You further agree that if a party calling via the Service has not barred CLI from calls made from its equipment, the telephone number of the calling party may be displayed on the screen of Your handset which receives the call, if the handset is technically capable of displaying CLI; and
- (b) You agree that You will indemnify AAPT for any and all loss or damage that arises as a result of Your failure to comply with the requirements of this paragraph 6.8.

### 6.9 Directory Listing / Sensis

- (a) When You either order a number from AAPT or activate a reserved number, on Your request, AAPT will forward information relating to Your Service to Sensis to enable Sensis to arrange a directory listing.
- (b) AAPT will not act upon Your instructions to request a new directory listing or to amend an existing directory listing at a date after the initial order to issue a number has been processed. You must contact Sensis to either modify an existing directory listing or to request a new directory listing at a date after the number has been issued by AAPT.

### 6.10 Acceptable Use of the Service

In relation to the AAPT SIP Voice Service, You acknowledge and agree that:

- (a) The Usage Based Charges for the Services are based on usage volume for either outbound calls only or a combination of outbound and inbound calls. It will be deemed an **Acceptable Use** of the Service if Your usage of the Service for outbound calls accounts for at least 40% of Your overall call volume. For the avoidance of doubt, it is **not** an Acceptable Use of the Service if:
  - (i) the Service is used for inbound calls only; or
  - (ii) the Service comprises outbound and inbound calls, but the volume of inbound calls exceeds 60% of the overall call volume for the Service (measured across the Service connecting to AAPT in a given state over a given month).
- (b) Inbound calls from AAPT domestic 'Inbound' Services (including AAPT EasyDial 13, LocalDial 1300 and FreeDial 1800 services and/or Reach 13,1300,1800 Services) terminating on the Service, are excluded from the inbound call Acceptable Use policy set out in paragraph 6.9(a).
- (c) Any use of the Business SIP Voice Service which is not an Acceptable Use according to this paragraph 6.9 shall constitute a material breach of the Agreement for the purposes of clause 9.2(b)(ii) of the Service Agreement.

## 6.11 Installation Of Equipment:

- (a) You must assist Us to ensure that any of Our Equipment necessary for Us to provide the Service (including providing access to the AAPT Network) is installed and programmed so that calls to destinations nominated by Us from time to time are, so far as possible, carried by the AAPT Network.
- (b) You authorise Us or will ensure authorisation for Us or Our agents to disconnect, install or make amendments to any autodiallers, keysystems or PABX/IP PBX programming at any Access Site.

## 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 telecommunication network between the multi-service edge devices owned by AAPT.

**Access** means the physical connection provided as part of the Service which allows delivery of the Service. In respect of an Access Site, this means the AAPT Business Ethernet connection between the Service Demarcation Point at that Access Site and the AAPT Network, as described in paragraph 1.2 of Part 1.

**Access Site** means each physical site where the Service is delivered to You, as described in paragraph 1.2(a) of Part 1.

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

**Act** means the Telecommunications Act 1997 (cth)

**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.

**Business SIP Voice Service IP Address** means a useable IP Address from within an allocated Business SIP Voice Service IP Address Range.

**Business SIP Voice Service IP Address Range** means a /28, /29 or /30 IP Address Range; providing You with 13, 5 or 1 useable IP Addresses respectively per Business SIP Voice Service.

**Business SIP Voice Service Sessions** means the total number of concurrent switched voice calls that can be made dependant upon the bandwidth of the underlying Ethernet service. Each switched voice call requires 100Kbps of bandwidth (i.e. for 100 concurrent sessions, You would require 10Mbps of bandwidth).

**Call Redirection** means a feature of the Service that enables You to redirect calls inbound to the Service to an alternate phone number during times of Planned or Unplanned Outage.

**Charging Zone** refers to, as per the National Numbering Plan, the geographic areas in which geographic numbers are available for use and assists in determining how specific calls originating within the Charging Zone are classified, e.g. local, national etc.

**CLI** means Calling Line Identification.

**Co-location Ethernet Site** means an Access location that contains a multi-service edge device.

**CPE** means Customer Premises Equipment.

**Customer Ethernet Site** means an Access location that does not contain a multi-service edge device.

**Direct In Dial** means a standard feature of the Service that enables callers to dial direct in to extensions within Your organisation. Use of Direct In Dial requires a range of contiguous numbers to be assigned to the Service. The Direct In Dial feature can support either Your existing number range ported-in (LNP) from their previous carrier to the Service, or a new AAPT number range. The availability of this feature is dependent on the CPE supporting the feature.

**Disaster Recovery Call Redirection** means a feature of the Service which allows You to identify those services which are critical to Your business, which need to be redirected in the event of an emergency. You are able to pre-define where calls are to be redirected and so it is possible to pre-engineer a redirection call plan, which may be activated rapidly within minutes of Your authorised representative instructing AAPT.

**Ethernet Multi-Service Access** means the Ethernet Multi-Service Access interface type described in paragraph 1.2(b) of Part 1.

**Ethernet Single-Service Access** means the Ethernet Single-Service Access interface type described in paragraph 1.2(b) of Part 1.

**Ethernet Trunk** means the Ethernet Trunk interface type described in paragraph 1.2(b) of Part 1.

**ETSI** means the European Telecommunications Standards Institute.

**Extension Level Billing** means an optional value-add feature of the Service for customers with in-dial that provides details of call charges for each extension.

**Gbps** means Gigabits per second.

**Individual Service** means a particular instance of a Service ordered under this Service Schedule.

**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 paragraph 1.2(a) of Part 3.

**IP** means Internet Protocol.

**IP PBX** means an IP enabled private branch exchange

**ISDN** means Integrated Services Digital Network.

**Kbps** means Kilobits per second.

**Local Number Portability (LNP)** means the process by which You transfer geographic phone numbers from one carrier to another.

**Main Billing Number** means, in the case of billing under a single number, a particular number nominated by You from the in-dial range that the AAPT switch is to use in all call charge records. The single number nominated is usually Your listed directory number. Billing under a Main Billing Number represents an optional alternative to Extension Level Billing.

**Mbps** means Megabits per second.

**Minimum Period** means the period outlined in paragraph 4.1.

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

**National Numbering Plan** means the number plan developed by the ACMA pursuant to the Act which requires the ACMA to make a plan for:

- (a) the numbering of carriage services in Australia; and
- (b) the use of numbers in connection with the supply of such services.

**NTU** means Network Termination Unit.

**NTU Specifications 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.

**PBX** means a private branch exchange.

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

**Porting Authority Form** means an authorisation from an End User to port the End User's service number(s) from the Current Supplier's network to the AAPT Network in such form as provided by AAPT or that AAPT otherwise agrees to accept.

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

**PRI** means Primary Rate Interface.

**PRI Trunk** means a Primary Rate Access (**PRA**) digital link designed to connect to Your Gateway Controllers or other suitable CPE that can be used to originate and terminate calls. Each PRA connection provides up to 30 trunk lines capable of supporting switched voice or switched data calls, encoded into a single 2 Mbps (E1) digital stream. They are provisioned to conform to the ETSI ISDN Primary Rate Access standards.

**Service** or **Business SIP Voice Service** means the Business SIP Voice Service 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** is defined in paragraph 6.1 of Part 1.

**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.

**SIP** means Session Initiation Protocol.

**SIP Gateway Device** means a device located at an Access Site that enables SIP connectivity.

**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.

**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 Charges** means charges calculated based on the type of call and duration, and may consist of one or more of the following components:

- (a) **Call connection fee** – one off per call connection.
- (b) **Call rate** – the call rate is charged on a per second basis determined by the type of call; local, long distance inter-capital, long distance other, fixed to mobile or international rates per destination.

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

**White Pages Directory Listing** means the process whereby AAPT will facilitate the listing of a main directory number for the Service. You can choose to have the phone number(s) associated with the Service to be listed or unlisted (name and address suppressed) in the White Pages, Yellow Pages and directory services. If required, the directory number should be specified on the Service Order Form.

## **Part 2 - Charges**

**Please refer to the Order for Service**



## 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:

**Attachment Access** or **Attachment Circuit and Access** means a connection between a Customer and Our Network.

**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 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)(ii) 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> Service 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:  - fault classification - initial diagnosis; and - an estimated time to restore (if known).	<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  <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 1.2 of this Part 3.
<b>8. Service Assurance</b>		Refer to assurance targets in paragraph 1.3 of this Part 3.

## 1.1 Provisioning Targets

### (a) Installation Targets

- (i) The Installation Lead Time Targets outlined in Table 1 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.

AAPT Infrastructure			
Business SIP Voice Installation	Service over <u>New AAPT</u> 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 Acceptance Notification

*Table 1 – Installation Lead Time Targets*

- (iv) Installation Lead Time Targets assume that the relevant infrastructure and capacity is already established at each Access Site. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised at the time of Order Acceptance Notification.
- (v) AAPT Infrastructure – New AAPT Access - implies a new Access is required to deliver the service.

- (vi) 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.
  - (vii) Installation time frames for SIP Voice 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 SIP Voice Service.
  - (viii) Installation time frames for Services delivered on Existing AAPT Access; do not extend to Services delivered over Third Party Access.
  - (ix) Third Party Access refers to any Services that are not provisioned using AAPT owned infrastructure.
- (b) Modification Targets
- (i) The Modification Targets are outlined in Table 2 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 SIP Voice 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> </ul>	See installation targets (above)	See installation targets (above)
<b>Logical Changes, including:</b> <ul style="list-style-type: none"> <li>• SIP Sessions Variation (e.g. increasing or decreasing number of Business SIP Voice Service Sessions where the alteration <u>does not</u> require a change to the physical infrastructure)</li> <li>• Service Variation (any other change to the Business SIP Voice Service that <u>does not</u> require a change to the physical infrastructure)</li> </ul>	5 Business Days	See installation targets (above)

*Table 2 –Modification Targets*

## 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.

	SIP Trunk
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.

	AAPT Infrastructure	Third Party Infrastructure
<b>Interrupted Faults</b>		
Metro <sup>Note 1</sup>	4hrs	8hrs
Regional <sup>Note 3</sup>	Next Business Day	Next Business Day
Rural <sup>Note 2</sup>	N/A	Third Business Day
<b>Non-Interrupted Faults</b>		
Metro and Regional	Second Business Day	Fourth Business Day

*Table 4 –Service Restoration Targets*

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.

**Notes:**

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 whichever is the nearer.
2. A rural area is defined as a site that is greater than 250 kms from a town with a population of 10000 or more people, as defined by the Australian Bureau of Statistics.
3. All other areas are classified as regional.

## 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 Delay	Installation Rebate
Up to 5 Business Days delay	Half of the total monthly recurring Charges for the first month for the delayed SIP Voice Service and accompanying Access.
6 to 10 Business Days delay	The total monthly recurring Charges for the first month for the delayed SIP Voice 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 SIP Voice Service and accompanying Access.
Greater than 20 Business Days delay	The total monthly recurring Charges for the first two months for the delayed SIP Voice Service and accompanying Access.

(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.

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.

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 a Business SIP Voice Service being non-operational for 6 hours. The restoration service target for this Access 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 Charges for the eligible Service at that Access 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 a SIP Voice Service with less than a twenty-four month contract term is capped at the total monthly Charges for the first month of the delayed SIP Voice Service, and accompanying Access.
- (c) The maximum Installation Rebate payable for a SIP Voice Service where third-party infrastructure is used is capped at the total monthly Charges for the first month for the delayed SIP Voice Service, and accompanying third-party Access.

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.