



AAPT Business Media Connect
Service Schedule



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.

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 The Media Connect Service

AAPT Media Connect is a suite of hosted solutions delivering robust file transfer capabilities to Australian businesses.

1.2 Service Description

As an integral part of our “Connect - Transfer - Store” cloud strategy, Media Connect comprises **Media Exchange** for user-to-user file transfer; and **Media Agent** for machine-to-machine file transfer with integrated workflow capabilities. Access to the Media Connect Service is via the AAPT Network or the public internet.

Media Exchange lets authorised users upload and send content updates, or receive and download arriving content from multiple sources in an unattended, direct-to-the-desktop fashion.

1.3 Service Features

The Service consists of the Base Product and various features set out below some of which are optional and additionally chargeable. Your Service Order Form will specify the applicable Service features and Charges relevant to the Service supplied by Us to You.

The basic features of the Service (“**Base Product**”) are listed below:

- (a) Establishment of Your organisation on the Media Connect platform including access to Transit Storage.
- (b) Two Media Exchange User Licences that can be used in conjunction with the desktop, mobile or web clients. A Media Exchange User Licence is assigned to a named user within Your organisation. You must buy a Media Exchange User Licence for any user You require to have direct access to the AAPT Media Connect environment. Media Exchange User Licences may be re-assigned to other users within Your organisation. Media Exchange User Licences may not be re-assigned to anyone outside Your organisation, without AAPT’s prior written permission. A Media Exchange User License is restricted to a single concurrent transfer.
- (c) A connection to the AAPT Media Connect network including:
 - (i) AAPT e-LAN link (this is a community shared e-LAN service; AAPT’s applicable Ethernet (e-Line and e-LAN) Service Schedule applies, when available. (Note that if You use this e-LAN community service, You are responsible for Your secure access to this link.); or
 - (ii) AAPT IP Line (AAPT’s IP Line Service Schedule applies); or
 - (iii) Your existing internet connection. If You use Your existing internet connection to access the Service, You are responsible for monitoring Your usage and paying for that service with Your internet provider.

1.4 Media Agents

Media Agent(s) can be provided to You to be installed at Your site on equipment supplied by You or on AAPT's cloud infrastructure (whereby AAPT's Virtual Data Centre Service Schedule applies) within the core of the Media Connect Network. Media Agents support machine-to-machine file transfer with workflow-based content processing capabilities.

1.5 Additionally Chargeable Optional Service Features

You may add the following options to the Base Product for additional Charges (as specified in Your Service Order Form):

- (a) additional Media Exchange User Licences; and/or
- (b) additional Transit Storage; and/or
- (c) Media Agents (as above).

1.6 Service Feature Choice

Where a Service feature requires a choice to be made (whether by You or by agreement between Us), that choice must be made in an Order for Service (or otherwise agreed by us) to form part of the Service provided and for the provisions of this Service Schedule to apply to it (some Service features may incur additional cost).

1.7 Other Information

Product documentation is available from your AAPT Account Manager and does not form part of this Agreement, but may contain reference information about the Service.

2. Charges

- (a) The Charges for the Service are specified in the Service Order Form.
- (b) Other charges that may apply (including any Cancellation Charges and charges as a result of variations to the Service as requested by You) are described in the Service Agreement.

3. Minimum Period

- (a) The Minimum Period (or Initial Period) for each Media Connect Service ordered under this Service Schedule (each an **Individual Service**) is 30 days commencing from the Service Start Date or in the case of the Base Product 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.

4. Service Levels

- (a) The service levels targets are set out in clause **Error! Reference source not found.** of Part 3 of this Service Schedule (the **Service Level Targets**).
- (b) Failure to achieve a Service Level Target does not automatically entitle You to a rebate.

- (c) Service Rebates (if applicable) are set out in clause **Error! Reference source not found.** of Part 3.

5. Additional Terms and Conditions

5.1 Service Updates

AAPT may vary or add to 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, in accordance with the provisions of the Service Agreement.

5.2 Your Responsibilities

- (a) You must pay all Charges resulting from use of the Service, whether authorised by You or not.
- (b) You are responsible for complying with all applicable privacy and data protection laws in connection with your use of the Service.
- (c) You must not, and must ensure that Your End Users do not, use the Service to transmit:
 - (i) any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes; or
 - (ii) any unlawful, threatening or defamatory material, or material that could give rise to civil or criminal proceedings.

You are solely responsible if You (or You end users) use the Service to transmit obscene, indecent, inflammatory or pornographic material.

- (d) In using the Service, You are subject at all times to AAPT's Privacy Policy and Acceptable Use Policy, which can be found at www.aapt.com.au.
- (e) You are solely responsible for:
 - (i) Your data, the security of Your data and the content of Your packages at all times and any software and content displayed or distributed by You or End Users using the Service;
 - (ii) monitoring Your internet usage and for Your internet usage charges;
 - (iii) retrieving any packages; and
 - (iv) implementing procedures and controls regarding backup of Your data and for implementation of these procedures and controls.
- (f) Upon termination or expiry of the Service, any Media Agent installed by You must be immediately deactivated and/or uninstalled.

5.3 Restrictions

- (a) The Service must be used for Your business purposes only. You must not resupply or resell the Service.
- (b) The Service is subject to technical restrictions and part or all of the Service may be blocked or disabled by Us or Third Party Service Providers if in Our opinion, use of the Service by You or End Users adversely affects the Service or services provided by Us to other customers.
- (c) You will not and must ensure End Users will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information using the Service to anyone outside a jurisdiction without first complying with all applicable transborder data flows and export control laws and regulations which may be imposed by any country or organisation of nations within whose jurisdiction You, End User, Us or a Third Party Service Provider operate.
- (d) You acknowledge and warrant that End Users each acknowledge that We or Third Party Service Providers do not own or control the local circuit link, leased collocation space, leased space cross-connects, Internet service provider partners providing connectivity to Us or to Third Party Service Providers, or networks outside such connectivity, nor are We or Third Party Service Providers responsible for performance (or non-performance) within such networks or within interconnection points not operated by Us between the connectivity and such networks.

5.4 Security

- (a) You acknowledge and warrant that End Users each acknowledge that the Service is provided with no warranties regarding security, reliability, protection from attacks, or data availability (including without limitation data integrity or availability related to the cloud storage features of the Service).
- (b) You are solely responsible for the security of your data at all times. You acknowledge that AAPT has no obligation to maintain the security of your data or the Service.
- (c) You must ensure that data uploaded or downloaded by You using the Service does not contain any computer virus and will not, in any way, corrupt the AAPT Network or the data or systems of any other person.
- (d) You must keep secure any passwords or login information We supply to You in relation to the Service.

5.5 Your Data

- (a) You are responsible for all information, data and material You use, transmit, adapt, display and reproduce using the Service ("**Your Data**"). You agree to indemnify AAPT and its Third Party Service Providers against any loss, cost, liability or damage incurred in connection with Your Data.
- (b) You agree that We may block access to, remove, amend or alter Your Data:
 - (i) if it breaches Our Acceptable Use Policy;

- (ii) upon being made aware of any order, judgement, decree, or direction by any relevant authority with legal jurisdiction that Your Data is illegal, offensive, objectionable or in breach of a third party's rights;
 - (iii) if directed to do so by the Australian Broadcasting Authority under a 'Take Down Notice' in accordance with its obligations under the Broadcasting Services Amendment (Online Services) Act 1999 (Cth); or
 - (iv) where AAPT is legally required to so act as a result of a notified infringement of a third party's intellectual property rights.
- (c) You acknowledge that We do not and cannot in any way supervise, edit or control the nature, content and form of any data or material, applications or material available to be accessed through use of the Service by You or Your End Users and that We are not responsible in any way for the nature, content and form of that data or material or for those applications, access to that data or material or those applications or use of that data or material or those applications. You agree to indemnify, defend, and hold Us harmless from all Loss incurred or suffered by Us arising out of or relating to any claims (including third party claims) that any such material described herein infringes or allegedly infringes any person's Intellectual Property.
- (d) You acknowledge that We will not be responsible for ensuring that any data or material sent or received by means of the Services is sent or received correctly.

5.6 Licence

You grant Us a non-exclusive royalty-free licence to use, transmit, adapt, display and reproduce Your data for the purposes of providing the Service and performing Our obligations under the Service Agreement.

5.7 Additional Terms for Signiant

You acknowledge that the Media Connect Service is powered by Signiant Inc. ("**Signiant**"), and therefore as part of the Service You will use certain software and documentation owned by Signiant Inc. or its licensors. Signiant and its licensors require that You agree to the following terms:

- (a) You agree that subject to the license rights granted hereunder all intellectual property rights with respect to the software (the "**Signiant Software**") of Signiant, belong to Signiant and Signiant retains all rights therein.
- (b) You shall not:
 - (i) disassemble, decompile, or reverse engineer, reverse compile or modify the object code of the Signiant Software, or otherwise attempt to learn the source code, except as expressly permitted by local law; or
 - (ii) distribute or transfer the Signiant Software to any party.
- (c) You must not make any attempt to unlock or bypass any initialization system or system designed to control use, or encryption techniques utilized by the Signiant Software.
- (d) You may not rent, lease or sublicense the Signiant Software to anyone else.
- (e) You may only make use of the Signiant Software as follows:

- (i) Signiant Software is for use by Your personnel (as permitted hereunder) only;
- (ii) the Agent license key(s) can only be applied to a single Signiant Central Manager (the "Manager"); and
- (iii) the Agents can only be used to communicate directly to a single Manager licensed by US or to additional Registered Managers through their primary manager.

For the purpose of this section, Registered means the Agent security certificate located within the Signiant Software has been stored in the Manager or exchanged with other Manager(s).

5.8 Other

- (a) We may relocate or alter the servers used to supply the Service at any time. We will use reasonable endeavours to minimise any interruption to the Service caused by such relocation or alteration. We will not be liable for any interruption to the Service caused by relocating or altering servers in accordance with this clause 5.8(a).
- (b) Notwithstanding the Service Agreement, We may amend any part of this Service Schedule on 10 Business Days written notice to You. Upon receiving notice of the proposed changes, if the changes adversely affect the Service to You, You may terminate the Service on 30 Business Days written notice to Us without any liability to pay the Cancellation Charges (if applicable).
- (c) You acknowledge that, to the extent permitted by law, We make no representations or warranties as to the effectiveness or fitness for purpose of Our or Third Party Service Providers network security or Your network security. You will make no claim against Us concerning Our Network's security, Third Party Service Provider network security or Your network security.
- (d) You hereby grant and shall cause End Users to grant to Us and Third Party Service Providers the right to use, reproduce, distribute, display and perform the content and data accessed, displayed, distributed or otherwise disseminated through use of the Service by You or End User. We or Third Party Service Providers retain all right and title to all Intellectual Property associated with the Service including any Intellectual Property developed during the course of the supply of the Service. You will cause each of the End Users to be bound by the obligations under the Service Agreement, including confidentiality obligations, as if such third parties were a party to the Service Agreement.
- (e) You are responsible for assessing Your own computer and transmission network needs, content aggregation and delivery needs, streaming needs and the suitability of the Service to meet those needs and We make no warranty as to the security of the Service or the Internet connections used, operation of Your or End User equipment, ability of any backup service to re-establish operation of Your or End User equipment, or that the Service will perform at or above any latency times.
- (f) We may suspend the Service should You or End User's use of the Service:
 - (i) infringe or constitute the unauthorised use of any Intellectual Property;

- (ii) constitute or involve the misappropriation of any trade secret or other Intellectual Property of any third party; or
 - (iii) involve any defamatory, threatening or obscene purpose or otherwise violate Our Acceptable Use Policy, Privacy Policy or the Service Agreement.
- (g) Upon termination or expiry of the Service, and unless otherwise agreed prior with AAPT, Your data, Your End Users' data and any packages that have not been delivered, will be deleted. You are responsible for ensuring you manage and save this data and packages during the trial period should you require it. AAPT will not be responsible for any lost data or packages.
- (h) All Media Connect users will appear in the Media Connect global directory, which is visible to all other users and packages may be sent/retrieved from all users.
- (i) We are not liable for any content or data You (or Your End Users) may access, upload, download or store using the Service. AAPT assumes no liability for the contents You may access, upload, download or store via the Media Connect platform during the Service. AAPT excludes all liability whether in contract or in tort (including negligence), to the maximum extent permitted by law, as to the compatibility, security, quality or fitness for purpose of the Service and the compatibility, security, quality or fitness for purpose of any content or any goods or services you may access via the Service.

6. Definitions

In this Service Schedule unless the context requires otherwise:

AAPT is defined in the Service Agreement.

AAPT Network or **Our Network** means the core telecommunication network between the multi-service edge devices owned or operated by AAPT or a Third Party Service Provider.

Act means the Telecommunications Act 1997 (Cth).

End Users means the individual to whom the Media Exchange User Licence is assigned to or Your subscribers, members, end-users or any other third parties who utilise or access the Service.

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

Installation Lead Time means the time frame AAPT targets to install and deliver Your Service.

Individual Service has the meaning given to it in clause 3 of Part 1 of this Service Schedule.

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

Minimum Period means the period referred to in clause **Error! Reference source not found.** of Part 1 of this Service Schedule.

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

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

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

Service or **Media Connect Service** means the Media Connect 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 Start Date means the earlier of:

- (a) the date on which We first notify 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 You reporting the fault via the AAPT Customer Service Desk 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.

Standard Service Hours means those hours during which the AAPT Customer Service Desk (or equivalent AAPT department) is staffed (refer to clause **Error! Reference source not found.** of Part 3) and infrastructure monitoring systems are operational and alarm surveillance occurs.

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

Transit Storage means temporary storage that supports the transmission of packages containing one or more digital media files between two or more end users. These packages are deleted after the last recipient retrieves them or after not less than five business days from the date they were uploaded by the sender.

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

Part 2 - Charges

Please refer to the Order for Service

Part 3 – Service Levels

This Service Level Agreement has two components:

1. Service Attributes related to the level of service that AAPT provides; and
2. Service Rebates that apply when specific Service Attributes do not perform in accordance with the corresponding Service Level Commitment set out in the table below.

1. Service Attributes

The service attributes set out in Table 1 below define the level of service that AAPT aims to supply to You (**Service Attributes**).

Service Attribute	Attribute Definition	Service Level Commitment
1. Service Reception	<p>Answering a telephone call from Your designated Support Contact(s) and logging information relevant to a fault or other details relevant to the service required.</p> <p>Receiving a fault from You via Frontier, AAPT's customer service portal.</p>	<p>Fault Reporting 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</p> <p>Billing and Provisioning Enquiries Service Reception is available from 0800 to 1800 AEST, Monday to Friday. Daily average - 80% of calls will be answered within 20 seconds.</p>
2. Standard Service Hours	Those hours during which the AAPT Customer Service Desk is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.	24 hours a day, 7 days a week, 52 weeks a year.
3. Fault Classification	<p>All faults are classified as follows:</p> <p>Interrupted Faults Service is completely non-operational.</p> <p>Non-Interrupted Faults Service is degraded but still operational.</p>	Faults are classified by the AAPT Customer Service Desk and advised to You at the time of logging the fault.
4. Response Time	<p>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:</p> <ul style="list-style-type: none"> - fault classification - initial diagnosis; and - an estimated time to restore (if known). 	<p>Interrupted Faults: 0 to 60 mins.</p> <p>Non-Interrupted Faults: 4 hours</p>

Service Attribute	Attribute Definition	Service Level Commitment
5. Progress Updates	Updates on the status of faults.	Interrupted Faults: Hourly Non-Interrupted Faults: On a significant event basis, or as otherwise agreed.
6. Planned Outage Notification	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. Planned Outages are typically scheduled between the hours of 12:00am and 6:00am.
7. Service Provisioning	Refer to clause 1.1 below.	
8. Service Assurance	Refer to clause 1.2 below.	

Table 1 – Service Attributes

1.1 Provisioning Targets

- (a) Installation Targets
 - (i) For Service Targets related to Network access, refer to Your access Service Schedule (e.g. AAPT IP Line Service Schedule). Service Targets for the Media Connect Base Package are outlined in Table 2 below.
 - (ii) The Installation Lead Time are subject to the ready availability and capacity of relevant infrastructure. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised at the time of Order Acceptance Notification.
 - (iii) AAPT will use its best endeavours to adhere to the Installation Lead Times Targets. You acknowledge that in some cases AAPT may not be able to meet the Installation Lead Time Targets due to limitations imposed on AAPT by its Third Party Service Providers.
 - (iv) The Installation Lead Time Targets commence from the date, and time, of the Order Acceptance Notification.
 - (v) Failure to achieve the Installation Targets does not automatically entitle You to a rebate.

Installation	Installation Lead Time Target
Installations for Media Connect: Base Package including: <ul style="list-style-type: none"> ▪ Establishment of Your organisation on the Media Connect Platform; and • Provision of two Media Exchange User Licences 	5 Business Days

Table 2 – Installation Lead Time Targets for Media Connect Platform

NOTE: There are no Installation Targets available for Media Agents.

(b) Modification Targets

- (i) Different Modification Targets apply to the separate components of the Service and 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 time and date of the Order Acceptance Notification.
- (iv) Failure to achieve the Modification Targets does not entitle You to a rebate.

Modification	Service (either over AAPT Access or over Third Party Access)	
Add: 1. New Media Exchange User Licence(s) 2. Transit Storage <ul style="list-style-type: none"> • Service relocation between existing Accesses Service bandwidth change not requiring changes to the physical infrastructure (where possible) Any other Modification that does not change to the physical infrastructure 	Delivered to You for Service within 5 Business Days	See Installation Targets (above)

Table 3 – Modification Targets for Media Connect Platform

NOTE: There are no Modification Targets available for Media Agents.

1.2 Service Assurance

- (a) Service Availability Targets relating to the Media Connect Platform:
 - (i) The Service Availability Target is outlined in Table 4 below.
 - (ii) AAPT will use its best endeavours to adhere to the Availability Target.
 - (iii) Failure to achieve the Availability Target does not entitle You to a rebate.

- (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.

Availability
99.95%

Table 4 – Availability Targets – Media Connect Platform

NOTE: The Service Availability Target does not apply to Media Agents.

- (b) Service Restoration Targets for the Media Connect Platform
 - (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.

Parameter	Target
Mean Time to Repair	2 hours

Table 5 – Service Restoration Target for Media Connect Platform

NOTE: The Service Restoration Targets do not apply to Media Agents.

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

2. Service Rebates

2.1 Service 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 (as set out in Table 5), the rebates set out in Table 6 below will apply. Failure to achieve any other Service Restoration Target does not entitle You to a rebate. You will be entitled to claim a rebate in accordance with the rates set out below.

Number of Hours Over Stated Restoration Time	Service Restoration Rebate
2-4 hours	5% of the total Eligible Monthly Charges
> 4 and ≤ 6 hours	10% of the total Eligible Monthly Charges
> 6 and ≤ 12 hours	15% of the total Eligible Monthly Charges
> 12 hours	20% of the total Eligible Monthly Charges

Table 6 – Service Restoration Rebates – Connectivity using AAPT Media E-LAN

“**Eligible Monthly Charges**” means the Charges for the Base Product (and all additional products that You pay Us for (over and above the Base Product)).

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 – Restoration takes 2 hours longer than targeted. As such You will be entitled to claim a rebate for 5% of the total monthly Charges for the eligible Service at that site.

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

Table 7 – Installation Delay Rebates

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

Where faults are classified as follows:

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

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

Example – an Interrupted Fault occurs, which results in an AAPT Media Connect Service being non-operational for 6 hours. The restoration service target for this Service is 2 hours. Restoration takes 2 hours longer than targeted. As such You will be entitled to claim a rebate for 10% of the total monthly Charges for the eligible Service.

2.2 Rebate Conditions

The following 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 AAPT Customer Service Desk 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 a Rebate where one or more of the following applies:

- (a) the delay or Interrupted Fault is directly or indirectly caused by:
 - (i) a Force Majeure Event;
 - (ii) a Planned Outage;
 - (iii) a Third Party Service Provider or a fault on a Third Party Service Provider's network;
 - (iv) anything caused by Your side of the Network boundary, including Your firewalls;
 - (v) a power interruption at Your Site; or
 - (vi) You;
- (b) disruption or delay in restoring the Service is caused or contributed to by You or Your End User;
- (c) You have failed to pay Charges to AAPT when due and payable;
- (d) the fault is a Non-Interrupted Fault; or
- (e) You request that the Service Start Date is at a date later than the Installation Lead Times.

Note that Media Agents are expressly excluded from the Service Level Targets and Rebate schedule.