



# AAPT Business Co-Location Service Schedule

An AAPT Hosted 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

#### 1.1 The AAPT Business Co-Location Service

The AAPT Business Co-Location Service provides carrier grade Co-Location facilities to accommodate your business critical networking and telecommunications infrastructure in a secure, robust, power and climate-controlled environment. The Service is offered to customers wishing to use AAPT as their primary telecommunications service provider.

#### 1.2 Service Description

AAPT offers the Service at various locations nationally as detailed below. Not all facilities offer all service features. A tick ✓ indicates which service features are available in each Co-Location facility.

	Cabinet	AC Power	Cross Connects	Tape Backup	Remote Hands Support	Staging Room	Unaccompanied access	Escorted Access	Use of Site UPS	Power Generators	Fire Detection systems	Fire Suppression
<b>New South Wales</b>												
400 Harris Street ULTIMO	✓	✓	✓	✓	✓	✗	✓	✓	✓	✓	✓	✓
55 Clarence Street SYDNEY	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓
30 Ross Street GLEBE	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓
<b>Victoria</b>												
180 Burnley Street RICHMOND	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
376 Flinders Street MELBOURNE	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓
530 Collins Street MELBOURNE	✓	✓	✓	✗	✗	✗	✗	✓	✗	✗	✗	✗
<b>Queensland</b>												
100 Wickham St FORTITUDE VALLEY	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓
7 Brandl Street EIGHT MILE PLAINS	✓	✓	✓	✗	✗	✓	✓	✓	✓	✓	✓	✓
344 Queen Street BRISBANE	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓
11 Mary Mackenroth Lane SPRINGFIELD	✓	✓	✓	✗	✓	✗	✓	✓	✓	✓	✓	✓
<b>Australia Capital Territory</b>												
24 Marcus Clark Street CANBERRA	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✓	✓
42 Mort Street CANBERRA	✓	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✓

	Cabinet	AC Power	Cross Connects	Tape Backup	Remote Hands Support	Staging Room	Unaccompanied access	Escorted Access	Use of Site UPS	Power Generators	Fire Detection systems	Fire Suppression
<b>South Australia</b>												
45 Pirie Street ADELAIDE	✓	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✓
345 King William Street ADELAIDE	✓	✓	✓	✗	✗	✗	✗	✓	✓	✓	✓	✓
<b>Western Australia</b>												
12 St Georges Terrace PERTH	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✗	✓
1 William Street PERTH	✓	✓	✓	✗	✗	✗	✓	✓	✓	✓	✗	✓

- (a) The Co-Location Service is offered in a Cabinet configuration which includes:
  - (i) 45 Rack Units of Cabinet space
  - (ii) 2kW power allocation
  - (iii) Front and back door locks and access
  - (iv) 10-amp power circuit
  - (v) 20-port power distribution unit (PDU)
  - (vi) Power protection via UPS and emergency generator
  - (vii) 24/7 facility monitoring
- (b) Service features included:
  - (i) Power wiring and circuit setup
  - (ii) Infrastructure equipment setup
- (c) Service features not included
  - (i) Data network connectivity
  - (ii) Telecommunications costs for any carrier services
  - (iii) Customer equipment installation and wiring

### 1.3 Co-Location Service Features

The table in clause 1.2 contains information concerning whether the following features are available at Your Location. The Service offers a range of capabilities, including:

- (a) Power

An AC power circuit is included with each Cabinet rental, with the option of procuring additional circuits for an additional charge (subject to power limits as defined in clause 5.15).

Each Cabinet has a 10-amp power breaker (as standard).

(b) Cross Connects

Service cross connection between customer cabinets is available using twisted pair, Cat 5/6 and fibre cables. Charges apply.

(c) Tape Backup

AAPT will insert and eject back-up tapes into the Customer Equipment on Your behalf in accordance with a schedule provided by You.

You must provide:

(i) Backup scheduling

You need to indicate the times for the backups and any extra requirements needed to complete the backup.

(ii) Tape labelling

All tapes must be provided by You and must be labelled by You according to the requirements outlined below.

Each tape requires the following information:

(A) Customer name;

(B) Customer ID;

(C) Cabinet label (where the backup equipment is located); and

(D) Scheduled time.

(d) Remote Hands Support

We can help You achieve continuous, trouble-free operations in Your Location by utilising the AAPT Remote Hands Support service. Delivered by AAPT technical staff, Remote Hands Support services range from re-booting, power cycling equipment or reading an indicator. Remote Hands Support services are available on demand by contacting AAPT's Service Centre directly 24 hours a day, 7 days a week. We will organise for equipment to be rebooted as soon as possible.

(e) Staging Room

Some AAPT Co-Location facilities are equipped with staging areas where You can work on Your equipment prior to entering the Co-Location area. Each staging area has access to network connectivity and power. Access to this area is free of charge.

Equipment can be stored overnight in the lockable cabinets. It is recommended that You book the facility to ensure You have full access when required.

(f) Access to Co-Location Facilities

Co-Location facilities are high-security environments and all visitors must undergo an authentication and induction process before entry. Refer to the table in clause 1.2 and clause 5.7 for further information about access to AAPT Co-Location facilities.

(g) UPS (Uninterruptible Power Supply)

A UPS is a piece of hardware that takes power in from the grid and issues it out to mission-critical equipment. Our UPS system also "conditions" the power - which means it irons out the surges and spikes that can come through the power grid, and delivers a smooth 240V supply.

(h) Power Generators

All UPS systems are backed up by power generators. The generators are powered by diesel and provide power to the UPS as well as the air conditioning systems and lighting of the facilities. This means that in the event of a power outage, customer systems will remain operational whilst the generator is providing power.

(i) Fire Detection Systems

All AAPT sites have implemented VESDA or other smoke detection systems to detect smoke and alert the AAPT network operations centre or fire brigade of any incidents.

(j) Fire Suppression

Some Co-Location facilities have fire suppression facilities that allow fires within the Location to be dealt with on a segmented basis to ensure minimal damage.

## 2. Charges

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The Charges for the Service are specified in the Service Order Form. On each anniversary of the commencement of the Minimum Period, the monthly recurring charges for the Service will increase by a minimum of 5%.

Details of any other charges which may apply (e.g. for access, management, power or other additional charges) are available from your Account Manager upon request.

## 3. Minimum Period

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The Minimum Period for each Individual Service is 12 months commencing from the Service Start Date or such greater period as specified in the Service Order Form.

Provisions relating to cancellation of the Service by You within the Minimum Period are set out in the Service Agreement.

## 4. 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 (if applicable) are set out in Part 3.

## 5. Additional Terms and Conditions

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### 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, upon 30 days prior written notice to You, which notice may contain a new Service Schedule (the **New Service Schedule**). For the avoidance of doubt the terms of any New Service Schedule will supersede and replace this Service Schedule.

### 5.2 Your Responsibilities

- (a) You must pay all Charges resulting from use of the Services, whether authorised by You or not.
- (b) You must provide appropriate telecommunications software and hardware for connection to the AAPT Network and must arrange telecommunications links to AAPT's nearest Point of Presence at Your own cost.
- (c) You are responsible for payment of any costs associated with the data communications line (telephone line or similar link) used for connection to the AAPT Network.
- (d) At all times You must comply with the Non Co-Location Minimum Spend. Your failure to maintain the Non Co-Location Minimum Spend gives Us the right (without limiting any other right) to charge You for the shortfall in the Non Co-Location Minimum Spend, or otherwise to terminate this Service Schedule (or any Service provided under it) in accordance with clause 5.18 and recover Cancellation Charges in accordance with the Services Agreement, in Our sole discretion.

### 5.3 Acknowledgments

- (a) 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 or Your network security. You shall make no claim against AAPT concerning the AAPT Network's security or Your network security.
- (b) You may not lease, resell or provide access to the Location or the Customer Equipment to any third party other than to the extent You are expressly permitted to do so under this Service Schedule.
- (c) You acknowledge that You must not make any alteration or addition (whether structural or otherwise) to the Location other than to the extent You are expressly permitted to do so under this Service Schedule or the Services Agreement.

#### **5.4 Performance of Work**

- (a) Upon AAPT's request, You will provide the items (if any) specified in a Service Order Form to AAPT on or before the date set out in that Service Order Form.
- (b) Provided You have complied with clause 5.4(a), AAPT will carry out the Work in accordance with this Service Schedule.
- (c) You acknowledge that the quoted charge for carrying out the Work is based on the information that You have provided to AAPT. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of AAPT's negligence), You will pay AAPT an amount equivalent to any additional costs and expenses incurred by AAPT.
- (d) AAPT is not liable for any delay in performing the Work where such delay is due to the information provided by You to AAPT being inaccurate or the acts or omissions of You or any other person (other than an agent or employee of AAPT).

#### **5.5 Provision of the Service**

Subject to Your compliance with Your obligations under this Agreement, AAPT will, upon completion of the Work, supply the Services to You using AAPT's facilities or those of Other Suppliers, or both, as determined by AAPT from time to time.

#### **5.6 Installation and Use of Customer Equipment**

- (a) If the details are not set out in the Service Order Form, You will provide AAPT with no less than 6 Business Days' prior written notice of the proposed delivery and installation date of each unit of Customer Equipment. AAPT will, within a reasonable period of receipt of such notice, give You written confirmation that it will accept delivery of the Customer Equipment and that installation may take place on that date. You will then organise delivery and installation of the Customer Equipment at Your own cost. If You fail to provide AAPT with such prior notice, AAPT may elect not to accept delivery, at its sole discretion.
- (b) You may not source or install Your own Cabinet(s) unless otherwise agreed in writing by AAPT.
- (c) AAPT will connect the Customer Equipment to any Data Services, if applicable, in accordance with the Service Order Form, for the Charges (if any) specified in the Service Order Form.
- (d) You are responsible for payment of rental for any Cabinet space used in supplying the Services including space required for ventilation or heat dissipation, either over or under the Customer Equipment, in accordance with supplier/manufacture specifications or as otherwise determined by AAPT.
- (e) You acknowledge that rental of additional space is subject to availability at the relevant Location and that additional Charges will be payable in accordance with the rates notified by AAPT to You from time to time.
- (f) All Customer Equipment, including network terminating units or equipment otherwise required to provide services to the Customer Equipment, and spare parts for the Customer Equipment must be stored wholly within the Cabinets. AAPT may, at Your cost, remove



any items of Customer Equipment not stored within the Cabinets and accepts no responsibility to maintain, share or return such items to You.

- (g) You may lock Your Cabinet provided that You use a lock provided by AAPT. You may not use any other locks on Your Cabinet or Customer Equipment.

## **5.7 Access to Location**

- (a) Subject to Your compliance with this clause 5.7, You and Your agents, employees and contractors will be permitted access to the Location for the purpose of installing, operating, maintaining, repairing or removing the Customer Equipment.
- (b) Subject to clause 5.7(j), You will provide AAPT with a minimum of 24 hours' notice to enter the Location.
- (c) You agree to comply with AAPT's security regulations and other local site operating policies and procedures as advised by AAPT to You from time to time.
- (d) You and Your agents, employees and contractors must not interfere with or modify any equipment at the Location other than the Customer Equipment.
- (e) You will be liable for any damage to other equipment by Your agents, employees or contractors.
- (f) Unaccompanied access

Co-location facilities are high-security environments and all visitors must undergo an authentication and induction process before entry. When You require access to the Customer Equipment You are required to contact the AAPT Service Centre to make a booking, at least 24 hours in advance. You will be issued with a job number which You need to gain access to the co-location facility. AAPT Co-Location facilities (as specified in the table in clause 1.2) are accessible at any hour, 365 days a year. Subject to fulfilling other access requirements generally (and provided that unaccompanied access is a feature of the Service offered at the relevant facility), Authorised Co-Lo Representatives are entitled to unaccompanied access 24 hours per day, 7 days per week.

- (g) Provision of Access Passes

To gain physical access to the co-location facility You may need to use a swipe card and PIN supplied to You by AAPT Service Centre. In facilities which have a card-based access system, AAPT will provide at no additional charge a maximum of two cards for customers with one or more Cabinets. It is Your responsibility to ensure that only those persons identified to AAPT maintain responsibility for those cards. AAPT may agree to issue additional cards but a charge will be incurred.

In the event that cards are lost or misplaced, a fee will be charged for each additional card, plus a new authorisation process will be required.

- (h) Refusal of Access/Withdrawal of Co-Lo Representative Status

AAPT may withdraw any Authorised Co-Lo Representative Status if You fail to comply with Your obligations under this Agreement. You must comply with any conditions of access (such as permissible hours of entry) notified by AAPT to You from time to time.

Each of Your personnel who wish to access the Location using Your Authorised Co-Lo Representative Status must receive individual clearance from AAPT. You must ensure that any individual who uses an access card that has been issued to You has received such clearance. AAPT, acting reasonably and without incurring any liability to You, reserves the right to refuse or withdraw such clearance at any time.

You must promptly notify Us in writing of any termination or change to authorised status of any of Your Authorised Co-Lo Representatives. We will not be liable for any loss or damage whatsoever suffered by You as a result of such personnel entering a Location. You will remain liable to Us for the return of (or charges for any failure to return) security passes, and also for any acts or omissions of any such personnel causing loss or damage (whether directly or indirectly) to Us, Our Customers or the Location.

(i) Escorted Access

Unless You have Authorised Co-Lo Representative Status, You must be accompanied by an authorised AAPT staff member, or AAPT approved escort, when accessing the Location, and may be denied access to the Location unless accompanied by such authorised AAPT staff member.

In those locations where unaccompanied access is not available or your delegated visitor is not an Authorised Co-Lo Representative, when You require access to the Customer Equipment You are required to contact the AAPT Service Centre to make a booking, at least 48 hours in advance. You will be issued with a job number which You need to gain access to the co-location facility.

On arrival You will be met by an AAPT delegate who will escort You for the duration of Your time within the Location. Charges for Escorted Access during both business hours and out of hours apply (all Charges will be outlined in the AAPT Co-Location Price Book, details of which Charges are available upon request from your Account Manager). A minimum charge equivalent to 2 hours of chargeable time shall be payable by You.

(j) Emergency Access

In the case of failure of any Customer Equipment requiring urgent repairs necessitating unscheduled access to the Location, You must notify AAPT as soon as practicable and make arrangements for access to the Location.

Emergency access is also available where You can call the AAPT Service Centre and request access as soon as possible. Where an AAPT Representative is required to attend the site (including where because of the emergency circumstances a visitor, such as a third party technician, has not completed AAPT Co-Location facility induction requirements) then charges will apply (all Charges will be outlined in the AAPT Co-Location Price Book, details of which Charges are available upon request from your Account Manager). A minimum charge equivalent to 2 hours of chargeable time shall be payable by You.

(k) Contractors and other visitors

We understand the need for access for visitors and contractors. All contractors must be inducted for site access. Contractors and visitors must, at all times, be escorted by an Authorised Co-Lo Representative or AAPT representative.

## **5.8 Title**

- (a) You retain title to the Customer Equipment at all times.
- (b) AAPT will not, save as provided in this Agreement, grant any claim, liens, and encumbrances over the Customer Equipment.
- (c) You grant, as security for any unpaid Charge owed to AAPT under this or any other Agreement with AAPT, a lien over the Customer Equipment. AAPT may sell all or part of the Customer Equipment on which it has a lien in the event that You fail to pay any Charges by the due date for payment and AAPT gives You written notice at least 7 days prior to the date of sale, stating and demanding that the outstanding Charges be paid.

## **5.9 Risk of Loss**

You shall bear the entire risk of loss or damage to the Customer Equipment after its delivery to the Location (except to the extent that the loss or damage was caused by AAPT's negligence). You shall, at Your own expense, obtain and maintain property and casualty insurance for the Customer Equipment against all risks of loss or damage as well as all risks of loss and damage to third party equipment. The amount of such insurance shall not be less than the aggregate of the replacement cost of all Customer Equipment specified in all Service Order Forms.

## **5.10 Customer Equipment**

- (a) You must ensure that all Customer Equipment is appropriate, adequately maintained and meets minimum technical standards determined by the ACMA and any other standards advised by AAPT to You from time to time.
- (b) You must ensure that all Customer Equipment is separately fused.
- (c) You must properly configure all Customer Equipment prior to its delivery to AAPT.
- (d) You will arrange for delivery to the Location of all Customer Equipment, together with all labour, tools and test equipment necessary to completely install and test the Customer Equipment within the area and timeframe designated by AAPT.
- (e) You will, or will procure that Your agents, employees or contractors will, install, burn-in and test the Customer Equipment in accordance with the standards referred to in clause 5.10(a) and any relevant Customer Equipment supplier/manufacturer instructions, so as to satisfy safe technical and environmental operation standards. AAPT may assist with installation as set out in clause 5.6 and may provide additional installation assistance, for the Charges specified in the Service Order Form or as notified by AAPT to You from time to time.
- (f) You will, or will procure that Your agents, employees or contractors will, label all Customer Equipment using a common labelling system notified by AAPT to You from time to time. For security reasons, You are not permitted to use labelling which identifies You.
- (g) You will carry out installation work and power connection, wherever possible, outside of standard business hours and at the discretion of the AAPT site manager at the Location.
- (h) If, in AAPT's opinion, the Customer Equipment is causing, or is likely to cause, service degradation to AAPT or any third party due to overheating, excessive power load or usage in excess of the Maximum Permitted Consumption, non-standard installation practices, noise or other interference, AAPT reserves the right to turn off the Customer Equipment.

Where practicable, AAPT will endeavour to give You 24 hours notice to remedy the situation, prior to turning off the Customer Equipment, but is not obliged to give such notice.

- (i) If You or AAPT detects any noise or other interference caused by the Customer Equipment above the thresholds or limits for EMR/RFI that are established by the ACMA, You will correct such noise or other interference, as required by AAPT, as soon as reasonably practicable upon detection by You or notification by AAPT.
- (j) You will maintain and provide to AAPT a contact list of Your relevant agents, employees and contractors, including escalation contacts and contacts for the reporting of faults and maintenance enquiries.
- (k) You will maintain at all Locations and provide to AAPT an accurate inventory of the Customer Equipment, including cable layouts, cards installed and spares on hand.
- (l) You will maintain at all Locations and provide to AAPT a list of all circuits installed, specifying pairs, carrier(s) and where they are terminated in the Cabinet(s).
- (m) AAPT may access the Customer Equipment at any time to assess whether You are complying with Your obligations under this Agreement, to rectify any breach by You of this Agreement or to exercise a right under this Agreement.
- (n) AAPT has the right, exercisable on not less than 6 months' written notice to You, to require the Customer Equipment to be moved within the same Location.
- (o) AAPT has the right, exercisable on not less than 6 months' written notice to You, to require the Customer Equipment to be relocated to another of Our Locations provided that, if such relocation would result in an increase in the Charges You must pay, You may by written notice terminate the Service. In this event, termination will take effect concurrently with the end of the notice period given by Us and You will not incur Cancellation Charges if at that time the Service is still within any contracted Minimum Period.

#### 5.11 Cross Connects

- (a) **Cross-Connect** means:
  - (i) the connection of multiple cabinets belonging to the same customer, whether side by side or not, within the same physical area of a single Location (noting that some Locations have multiple, physically separate colocation areas);
  - (ii) the connection of a customer's Cabinet to another customer's Cabinet, whether side by side or not, within the same physical area of a single Location; or
  - (iii) connection of a customer's Cabinet to a service provided by a third party carrier, which third party service terminates in AAPT's carrier area within the same Location as the customer's Cabinet.

**Important note:** The connection of same-customer cabinets in separate Locations, or in separate areas within the same Location, is not a Cross-Connect. It requires the purchase of additional services from AAPT outside the scope of this Service Schedule and separate charges apply.

- (b) You and Your agents, employees and contractors must not cross-connect any of the Customer Equipment with any other equipment at the Location without the prior written

consent of AAPT (which is subject to Your agreement to pay the Charges set out in the Service Order Form for such Cross Connect Services) and the third party owner of such other equipment. In addition to any other rights that AAPT may have, if You cross-connect in breach of this clause 5.11(b) then You must pay to AAPT, on demand, liquidated damages equal to 12 months' relevant cross-connection Charges (at AAPT's then standard rates) for each unauthorised cross-connection. You agree that such charges are a genuine pre-estimate of loss suffered by AAPT and are not a penalty.

#### **5.12 Maintenance and Troubleshooting**

- (a) You are responsible for, and will pay all costs in relation to, all routine and emergency maintenance and repair of the Customer Equipment in a timely fashion.
- (b) You are responsible for, and will pay all costs in relation to, management and maintenance of Your network in a timely fashion.
- (c) You are responsible for, and will pay all costs in relation to, all deliveries of spare parts to, and inventory control at, the Locations.
- (d) You will work co-operatively with, and provide assistance to, AAPT in the isolation of faults and maintenance requirements relating to the Customer Equipment and the Services. Such assistance will include the provision of loop backs and bit error rate testing.
- (e) You will bear all costs associated with third party efforts in disaster recovery, troubleshooting or other support agreements, provided that You agree in advance to retain third parties to provide such services. You must advise AAPT of the material terms of such agreements.
- (f) You will ensure that the equipment and cabling connecting the Customer Equipment to the AAPT Network provide the proper transmission quality to the AAPT Network and that all local, State and Commonwealth laws and regulations, ACMA regulations and the insurance requirements specified in clause 5.9 in relation to the Customer Equipment are complied with at each Location.
- (g) If requested by AAPT, You will provide AAPT with any necessary agency authorisation reasonably required for AAPT to be able to fulfil its obligations under this Agreement.
- (h) You must not do anything that causes the Location to become unsafe or untidy, including the storage of flammable items, such as cardboard boxes within Your Cabinet. If You are in breach of this obligation then, without limiting the other rights that AAPT may have, at Your cost AAPT may carry out all steps reasonably necessary to make the Location safe and tidy.

#### **5.13 No Lease or Licence**

This Service Schedule does not grant You any property rights in, or licence to occupy, any part of any AAPT premises, including the Locations.

#### **5.14 Indemnity**

Without limiting the parties' express rights under clause 2.5 of the Service Agreement, You indemnify, and will keep fully indemnified, AAPT and its Related Bodies Corporate, and each of their officers, agents, employees and contractors, from and against any losses, damages, costs or

expenses (including legal costs assessed on a solicitor client basis) which AAPT, its Related Bodies Corporate or any of their officers, agents, employees or contractors, may suffer or incur arising out of or in connection with an action or claim brought by a third party against AAPT, its Related Bodies Corporate, or any of their officers, agents, employees or contractors, which is a result of:

- (a) the presence of the Customer Equipment or Your officers, agents, employees or contractors at the Location;
- (b) the installation, operation, maintenance or removal of Customer Equipment on or from the Location;
- (c) the connection by You or at Your direction of the Customer Equipment to any carrier or service provider network that is not in accordance with any relevant laws or regulations of the Commonwealth of Australia;
- (d) any defects or faults in the Customer Equipment;
- (e) the negligence or intentional acts or omissions of any of You or Your officers, agents, employees or contractors; or
- (f) any breach of the Acceptable Use Policy.

#### 5.15 Power

- (a) AAPT will provide You with the use of one power circuit for each Cabinet that You Order.
- (b) Except in respect of the Service available at AAPT's Locations at 400 Harris Street Sydney, 55 Clarence Street Sydney and 11 Mary Mackenroth Lane Springfield, all power will be non-diverse. If You receive diverse power, AAPT will provide You with the use of a power circuit pair (comprising a **Primary Power Circuit** and a **Redundant Power Circuit**) for each Cabinet that You Order. You may only use the Redundant Power Circuit if supply from the Primary Power Circuit is interrupted.
- (c) Unless otherwise agreed in writing, each power circuit will have a 10AMP power rating. Your total Cabinet power consumption must not exceed the maximum permitted consumption (the **Maximum Permitted Consumption**) of 2kW of power, unless otherwise agreed by Us in writing.
- (d) If Your power consumption exceeds the Maximum Permitted Consumption (as reasonably determined by AAPT), AAPT may, without notice:
  - (i) impose an excess consumption charge, on a monthly recurring basis; or
  - (ii) at Your cost (unless previously agreed to the contrary in writing signed by both parties), turn off the power supply to, and disconnect and remove, any Customer Equipment in the affected Cabinet. AAPT will not be liable to You for any loss or damage that results. The exercise by AAPT of its rights under clause 5.15(d)(ii) does not affect or limit AAPT's other rights under law or this Agreement (including its right to disconnect Customer Equipment under clause 5.17 or to terminate the Service (or any part of it) under clause 5.18).
- (e) You are responsible for any excess charges provided for in our Service Order Form (or otherwise determined by Us from time to time, acting reasonably) incurred by Us for any

reason, including without limitation as a result of You exceeding Your Maximum Permitted Consumption.

- (f) The number of power ports available is determined by the Cabinet option selected and must not be exceeded. The use of double-adapters and/or power boards to connect to the power supply is prohibited.

#### 5.16 Planned Work Notification Procedure

- (a) AAPT will from time to time carry out routine maintenance work that may affect the Services. Any disruption to the Services caused by such routine work shall not constitute a Service interruption or a breach of AAPT's obligations under this Agreement.
- (b) AAPT shall use its reasonable endeavours to ensure that the carrying out of routine work causes as little inconvenience and disruption to You as is practicable in the circumstances. AAPT shall give You as much notice of the maintenance as is reasonably possible in the circumstance.

#### 5.17 Disconnection and Removal of Customer Equipment

In addition to any other rights or remedies that AAPT may have, AAPT may, without notice to You, turn off, disconnect and/or remove any Customer Equipment if:

- (a) it is not installed, used and maintained in accordance with this Service Schedule or the Service Agreement (including without limitation the requirements set out in the Co-Location Policies and Procedures and in clauses 5.11 and 5.15 of this Service Schedule);
- (b) You do not do so after termination or expiry of the Agreement or the Service.

AAPT will not be liable to You for any loss or liability that arises as a result.

#### 5.18 Termination

In addition to any other rights or remedies that AAPT may have, AAPT may, on 5 Business Days' notice to You, terminate this Service Schedule (and any Service provided under it) if You do not comply with Your obligations under this Service Schedule or the Service Agreement (including without limitation the requirements set out in the Co-Location Policies and Procedures set out in this Service Schedule). AAPT will not be liable to You for any loss or liability that arises as a result.

## 6. Definitions

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In this Service Schedule, unless the context requires otherwise:

**AAPT** is defined in the Service Agreement. References to "AAPT" in this Service Schedule are deemed to include, where appropriate, Other Suppliers.

**AAPT Network** means the core telecommunications network owned or operated by AAPT.

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

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

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



**Authorised Co-Lo Representative Status** means that You are authorised to enter that part of the Location where the Customer Equipment is stored, unaccompanied by AAPT personnel, by using the AAPT defined access procedures.

**Cabinet** or **rack** means any relevant rack, cage or cabinet as set out in the Service Order Form.

**Carrier** has the meaning given to that term in the Act.

**Co-Location Policies and Procedures** means the policies, procedures and requirements that are set out in the documents that AAPT has provided to You, and as may be amended by AAPT from time to time.

**CPI Change** at any time means the difference between the then latest published Consumer Price Index All Groups Index number for the weighted average of 8 capital cities, and the equivalent Index number published 12 months earlier, expressed as a percentage of the earlier Index number.

**Cross-Connect** has the meaning given to that term in clause 5.11.

**Customer Equipment** means any hardware, software, equipment, systems, cabling and facilities provided by You and used in connection with the Service.

**Location** means the premises at which the Customer Equipment is to be installed, details of which are set out in the Service Order Form.

**Maximum Permitted Consumption** has the meaning given in clause 5.15(d).

**Non Co-Location Minimum Spend** means the combined minimum monthly spend for all services, other than the Charges (including any incidental charges) for Your Co-Location Service, which are provided to You by Us under the Service Agreement, the initial value of which will be notified to You by AAPT at the time of Your order, and which may be reasonably revised by AAPT from time to time at AAPT's sole discretion. The Non Co-Location Minimum Spend applies on a 'per Cabinet' basis. The value of the Non Co-Location Minimum is \$5000 (exclusive of GST) per Cabinet per month.

**Other Supplier** means a carrier, service provider or equipment supplier other than AAPT, as the case may be.

**Service** and **Co-Location Service** means the Co-Location Service(s) described in this Service Schedule and ordered under a Service Order Form, as varied from time to time in accordance with this Agreement.

**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 provider** has the meaning given to that term in the Act.

**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.

**Work** means the work required to be performed by AAPT to enable the provision of the Service and includes any arrangements made with any Other Supplier in relation to the provision of the Service.



## Part 2 – Charges

Please refer to the Service Order Form

## Part 3 – Service Levels

The Service Level 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.

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:

**Customer Required Date** has the meaning given to that term in clause 1.1.1(c) of this Part 3.

**Installation Delay** means an event where the Service Start Date exceeds the notified Installation Lead Time Target Date.

**Installation Lead Time Target Date** means a date which AAPT expects to commence initial supply of the Service to You.

**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.

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

**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 AAPT Network or an Attachment Access and the restoration of the Service.

**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.

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

## 1. Service Attributes

The Service Attributes define the level of service that AAPT is 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.	<p><b>Fault Reporting</b></p> <p>Call Reception is available 24 hours a day, 7 days a week, 52 weeks a year</p> <p>Daily average - 80% of calls will be answered within 20 seconds</p> <p><b>Billing and Provisioning Enquiries</b></p> <p>Service Reception is available from 0800 to 1800 AEST, Monday to Friday.</p> <p>Daily average - 80% of calls will be answered within 20 seconds.</p>
<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>	<p>All faults are classified as follows:</p> <p><b>Interrupted Faults</b></p> <p>Service is completely non-operational.</p> <p><b>Non-Interrupted Faults</b></p> <p>Service is degraded but still operational.</p>	<p>Faults are classified by the AAPT Service Centre and advised to the Customer at the time of logging the fault.</p>
<b>4. Response Time</b>	<p>The elapsed time, during Standard Service Hours, between the Customer reporting a fault to AAPT or AAPT responding to an alarm, and AAPT providing the following details to the customer:</p> <ul style="list-style-type: none"> <li>- fault classification</li> <li>- initial diagnosis; and</li> <li>- an estimated time to restore (if known).</li> </ul>	<p><b>Interrupted Faults:</b> 0 to 60 mins.</p> <p><b>Non-Interrupted Faults:</b> 4 hours</p>
<b>5. Progress Updates</b>	Updates on the status of faults.	<p><b>Interrupted Faults:</b> Hourly</p> <p><b>Non-Interrupted Faults:</b> On a significant event basis, or as otherwise agreed.</p>

Service Attribute	Attribute Definition	Service Level Commitment
<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.  Planned Outages are typically scheduled between the hours of 12:00am and 6:00am.
<b>7. Service Provisioning</b>		Refer to clause 1.1 below.
<b>8. Service Assurance</b>		Refer to clause 1.2 below.

Table 1 – Service Attributes

The following sections provide additional clarification to the Service Attributes outlined in the table above.

## 1.1 Provisioning Targets

### 1.1.1 Installation Targets

- (a) The Installation Lead Time Targets outlined in Table 2 below are subject to the ready availability and capacity of installed AAPT infrastructure. (In the table below, **Existing Infrastructure** means We already have a rack in the Location with power connected and ready for occupation by a customer).
- (b) AAPT will use its best endeavours to adhere to the Installation Lead Times Targets.
- (c) The Installation Lead Time Targets commence from the date of the Order Acceptance Notification. Where AAPT agrees to a customer request for an installation date (the **Customer Required Date**) which is later than the date of the Installation Lead-Time Target Date, the Installation Delay is measured from the Customer Required Date.

Item	Installation Targets	
	Existing Infrastructure	New Infrastructure
AAPT Facility - New Rack incl. standard power and PDU	10 Business Days	As advised at time of Order Acceptance Notification
Third Party Facility - New Rack incl. standard power and PDU	15 Business Days	As advised at time of Order Acceptance Notification
AAPT Facility - Cross Connect	10 Business Days	As advised at time of Order Acceptance Notification
Third Party Facility - Cross Connect	10 Business Days	As advised at time of Order Acceptance Notification

Table 2 - Installation Targets

- (d) Installation Lead Time Targets assume that the relevant infrastructure and capacity is already established at the Location. When infrastructure or capacity is not available, the Installation Lead Time Target Date will be advised at the time of Order Acceptance Notification.
- (e) The Customer acknowledges that in some cases AAPT will not be able to deliver the ordered Service by the advised Installation Lead Time Targets, due to limitations imposed on AAPT by Third Party Service Providers.
- (f) The Customer must be available for appointments set by AAPT and Our contractor.

**1.1.2 Modification Targets**

- (a) The Modification Targets are outlined in Table 3 below.

<b>Modification</b>	<b>Service over AAPT Access</b>	<b>Service over Third Party Access</b>
<b>Physical Changes</b> <ul style="list-style-type: none"> <li>• Any Service modification requiring a change to the physical infrastructure</li> </ul>	See installation targets in Table 2 above	See installation targets in Table 2 above
<b>Logical Changes</b> <ul style="list-style-type: none"> <li>• Any Service modification that does not require:               <ul style="list-style-type: none"> <li>○ change to physical infrastructure; or</li> <li>○ site visit to perform the modification</li> </ul> </li> </ul>	5 Business Days	See installation targets in Table 2 above

*Table 3 - Modification Targets*

- (b) AAPT will use its best endeavours to adhere to the Modification Targets.
- (c) The Modification Targets commence from the date of the Order Acceptance Notification.
- (d) Failure to achieve the Modification Targets does not entitle You to a rebate.

**1.2 Service Assurance**

**1.2.1 Service Availability Targets**

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

<b>Item</b>	<b>Percentage Availability</b>
AC Power	99.98%
Air Conditioning	99.98%

*Table 4 – Service Availability Targets*

- (b) AAPT will use its best endeavours to adhere to the Availability Targets.
- (c) Failure to achieve the Availability Targets does not automatically entitle You to a rebate.
- (d) 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.
- (e) Air conditioning is specifically designed to site-specific conditions to deliver mission-critical room environment climate of 22°C (plus or minus 8°C) and humidity level of 50% (plus or minus 10%).
- (f) Performance availability measurements will not include periods of service unavailability resulting from the following:
  - (i) Negligence, acts or omissions of You, Your employees, contractors or agents; or
  - (ii) Installation of Customer-ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by AAPT.

### 1.2.2 Service Restoration Targets

We will endeavour to restore any Interrupted Fault within availability target time frame. Any failure to do so may entitle You to a rebate in accordance with Table 6 (see clause 2.2).

## 2. Service Rebates

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### 2.1 Installation Rebates

Subject to the rebate exemptions listed in clause 2.4 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 in Table 5 below.

Installation Delay	Installation Rebate
Up to 5 Business Days delay	Half of the total monthly Charges for the first month for the delayed Co-Location Service.
6 to 10 Business Days delay	The total monthly Charges for the first month for the delayed Co-Location Service.
11 to 20 Business Days delay	The total monthly Charges for the first one and a half months for the delayed Co-Location Service.
Greater than 20 Business Days delay	The total monthly Charges for the first two month for the delayed Co-Location Service.

*Table 5 – Installation Rebates*

## 2.2 Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in clauses 2.3 and 2.4 of this Part 3 and in the event of AAPT failing to meet the Service Restoration Targets for an Interrupted Fault, the rebates set out in Table 6 below will apply.

Number of Hours Over Stated Restoration Time	Service Restoration Rebate
2 – 4 hrs	10% of the total monthly Charges for the affected Co-Location Service.
>4 and < 6 hrs	15% of the total monthly Charges for the affected Co-Location Service.
> 6 and < 12 hrs	25% of the total monthly Charges for the affected Co-Location Service.
> 12 hrs	30% of the total monthly Charges for the affected Co-Location Service.

*Table 6 – Restoration Rebates*

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

## 2.3 Rebate Conditions

- (a) The following conditions apply to Service Installation Rebates:
- (i) The maximum Installation Rebate payable for a Co-Location Service with less than a twenty-four month contract term is capped at the total monthly Charges for the first month of the delayed Co-Location Service.
  - (ii) The maximum Installation Rebate payable for a Co-Location Service where third-party infrastructure is used is capped at the total monthly Charges for the first month for the delayed Co-Location Service.
- (b) The following general conditions apply to Rebates:
- (i) Rebates apply from the first full calendar month that the eligible Service is operational;
  - (ii) 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);
  - (iii) You must apply for the rebate by contacting the AAPT Service Centre and following the prescribed process for obtaining rebates within 30 calendar days of the end of the month to which the rebate applies;
  - (iv) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
  - (v) 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

- (vi) Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

## **2.4 Rebate Exemptions**

- (a) You will not be entitled to an Installation Rebate where one or more of the following applies:
  - (i) the delay was directly or indirectly caused by You;
  - (ii) the delay was directly or indirectly caused by a Force Majeure Event; or
  - (iii) You have not paid Installation Charges.
  
- (b) You will not be entitled to a Service Restoration Rebate where one or more of the following applies:
  - (i) the Interrupted Fault is directly or indirectly caused by a Planned Outage;
  - (ii) disruption or delay in restoring the Service is caused or contributed to by You (including the exercise of AAPT's right to suspend the service in accordance with the Service Agreement;
  - (iii) You have failed to pay Charges to AAPT when due and payable;
  - (iv) the Interrupted Fault was directly or indirectly caused by a power interruption at Your Site;
  - (v) 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
  - (vi) the Interrupted Fault is directly or indirectly caused by a Force Majeure Event.