



AAPT Business Outbound Voice Service Schedule

An AAPT 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.

Service Agreement means Our 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 Us and the You (in which case the latter will take precedence).

Part 1 – Service Description

1. Description

AAPT Outbound Voice Services may be provided via a number of access types. The access types may include directly connected AAPT lines or switched access services using Multi-carrier Pre-selection and re-billing of Telstra services that would otherwise appear on a Telstra bill. A more specific description of the Services appears below:

Direct Access Lines directly connect the AAPT Network to the PBX test point frame at Your nominated sites. Local, National, Fixed to Mobile and International calls are routed directly to the AAPT network.

Switched Outbound Service provides National, Fixed Line to Mobile and International telephone calls from fixed line telephones anywhere in Australia.

Telstra Re-bill service allows You to direct charges for Telstra services (including ISDN and local carriage services) which would otherwise appear on a Telstra invoice. Telstra will invoice AAPT for the Rebill Services and AAPT will provide You with one invoice for Your other Outbound Voice Services and Rebill Services. For a full list of the Re-bill Services please contact Your Account Manager. Rebill means that You can obtain from AAPT a complete fixed line voice service in situations where direct connect to AAPT's network is not the preferred option.

2. Features and Functionality

2.1 Access

(a) AAPT Direct Access

AAPT ISDN Direct (ISDN)

The AAPT ISDN Service is an ISDN based service which supports high-speed digital transmission of voice, image and facsimile traffic. The Service supports TS014 and ETSI protocol standards.

It is Your responsibility to ensure compliance with the relevant technical protocols as outlined in this Service Schedule.

The Service comprises two main components:

(i) Access Service

ISDN 10 - 10 B channels and 1 D channel

ISDN 20 - 20 B channels and 1 D channel

ISDN 30 - 30 B channels and 1 D channel

The Service consists of 64Kbps "B Channels" for Your data transmission and one 64Kbps "D Channel" for control and signalling.

(ii) Access into Your site includes:

- (A) the telecommunications circuit into Your site from the AAPT network node; and
- (B) for services using DSL technology, the Service interface to You is via an RJ45 jack on an NTU which will be located on Your premises near the PABX and will provide network wiring back to the Main Distribution Frame (“**MDF**”). The NTU is an AC powered device connected to a standard AC power at Your premises close to Your PABX.

(iii) Access to other Services

For all other Services, the service interface to You is via an RJ45 jack to the MDF of the building.

(iv) Service Features

The following features are supported:

- (A) Porting of existing numbers from other carriers
- (B) In-dial
- (C) Call Line Identification (“**CLI**”)
- (D) Local calling
- (E) White pages listing
- (F) Allocation of channels to incoming, outgoing or both-way
- (G) Malicious Call Trace

(b) AAPT Switched Access

Your existing telephone numbers and lines are used to access the Switched Outbound Service.

(i) Multi-Carrier Pre-selection (MCP)

MCP uses Your existing Telstra ISDN, PSTN or Optus Direct Connect telephone lines to route calls to the AAPT Network. MCP can be used for National, Fixed to Mobile and International calls from Telstra services and National, Fixed to Mobile and International calls from Optus Direct Connect services.

(ii) Coded Access 1414

The AAPT Switched Outbound Service dialling prefix is 1414. This prefix can be dialled manually for each call, dialled automatically by Your equipment for each call or dialled by AAPT supplied dialler equipment. Coded access can be used for Local, National, Fixed to Mobile and International calls from Telstra services and National, Fixed to Mobile and International calls from Optus Direct Connect services.

(c) Re-bill

The AAPT Re-bill service is accessed via Telstra's Public Switched Telephone Network Service and Telstra's Public Switched Integrated Digital Network Services.

Telstra's Re-bill ISDN services are available in two variants:

- (i) Basic Rate Interface (“**ISDN BRI**”), which consists of two B channels and one D channel; and
- (ii) Primary Rate Interface (“**ISDN PRI**”), which consists of 30 B-channels and one D-channel.

2.2 Basic Features of Outbound Voice Services

Calls

Calls can be made from any Australian fixed line telephone service described in Section 2.1 that has access to the AAPT Network to any Local, National, Mobile or International telephone number. Calls are identified as Local, National, Fixed to Mobile, International or other calls based on the profile of the originating and dialled numbers.

Local

Local calls include calls to fixed line telephone numbers within the local calling area of the caller.

Fixed to Mobile

Fixed to Mobile calls include calls to any mobile telephone number where the call recipient is located in Australia. Calls to mobile telephone numbers where the call recipient is located outside Australia may attract additional Charges.

National

National calls include calls to fixed line telephone numbers in Australia outside the local call area of the caller.

International

International calls include calls to telephone numbers outside Australia. Calls to mobile telephone numbers where the call recipient is located outside Australia may attract additional Charges. International calls are available via MCP, Coded Access and AAPT Direct Access Lines.

Other

All other calls not described above are defined as other calls. These calls include without limitation calls to free call numbers, UPT, Information Services, 13/1300 numbers and satellite telephone services.

2.3 Supplementary Switched and Re-Bill Features

For a description of Telstra services, please refer to the Telstra Our Customer Terms (“**OCT**”), a copy of which can be found at www.telstra.com.

3. Charges and Payment

3.1 Pricing Structure

Unless stated otherwise in a Service Order Form, the pricing structure for the Services 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 at Part 2 of this Service Schedule prior to completion of delivery of that Service;
- (c) Subject to the subparagraphs (d) and (e), the Service Charges are specified in the Service Order Form. For information relating to Other Charges please contact Your account manager.
- (d) The Charges for the Telstra Re-bill Service are charges levied by Telstra but which AAPT invoices to You on an AAPT invoice in accordance with paragraph 1 of Part 1 of this Service Schedule.
- (e) If available, You may select an Outbound Voice Service Plan in the Service Order Form, which will set out the terms and conditions relevant to your selected Outbound Voice Service Plan including the applicable Charges.

3.2 Payment

You will pay Us in accordance with the Agreement any charge which any other supplier or other person renders to Us:

- (a) because You approach that other supplier or person directly, or otherwise than through Us; or
- (b) for connection or initiation of any service or for cancellation of any service; or

- (c) for any changes in other supplier's Charges to Us (including increases and special or one-off Charges).

3.3 Disconnections

If an Individual Service is disconnected at Your request, disconnections will occur 30 days from the date of Your request and the Monthly Recurring Charge will be applied on a pro rata basis.

3.4 Revised Charges

- (a) Provisions relating to Revised Charges are set out in the Service Agreement.
- (b) Notwithstanding clause 3.3 of the Service Agreement and paragraph 3.2 of Part 1 of this Service Schedule, the Charges for access and telephone range rental for AAPT's ISDN 10/20/30 will not increase during the Minimum Period.

4. Minimum Period

- (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 Order Form.

5. Service Levels

- (a) The service levels targets are set out in Part 3 ("**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. Provisioning the Service

6.1 Direct Access

(a) Project Management

We build, implement and deploy the ISDN Services within specified service targets. We will specify a deployment plan that will generally utilise the skills of a project manager or project coordinator. We will specify an implementation sequence for the implementation and commissioning of Your solution, on a site by site basis as agreed between us.

(b) Standard Installation

The standard installation process consists of configuration of the access to meet the operational requirements developed during the design phase. The circuits are tested and installed on site, through a range of coordinated activities undertaken by the project manager. During this phase, You are responsible for ensuring that the sites are made ready for the standard installation. For a site to be ready for the standard installation:

- (i) there must be a Network Termination Point in the Access Site;

- (ii) there must be Lead-In Cabling at the Access Site (Lead-In Cabling means any Telstra cabling on Your premises from the point on the property line where the cable is to enter Your premises);
- (iii) there must be standard 240 v AC power available;
- (iv) cabling required to be run from the MDF on the floor level where the Service is to be delivered to the Network Termination Point must not be in excess of 30 meters;
- (v) the installation must be possible by normal means and must be able to be undertaken by a single person;
- (vi) there must be no requirement for scissor lifts, cable trays, core/masonry penetrations or other sundry civil works required to be undertaken; and
- (vii) there must be sufficient riser cabling to the IDF on the floor of the Access Site where the CPE is located.

(c) Non-standard Installation

If extra or non-standard installation work is required, We will:

- (i) put Your order for the Service (as set out in the Service Order Form) on hold;
- (ii) provide You with a new quotation for the additional Works required; and
- (iii) provide You with 3 Business Days within which to accept or reject the quotation.

6.2 Switched and Re-Bill Access

(a) Installation

We will install the Service during our normal business hours (8.00am to 5.00pm (local time) excluding weekends and public holidays).

The AAPT Telstra Re-bill service must be provisioned through AAPT. Telstra is responsible for the supply of Telstra services to You.

The provision of Telstra services to You is governed by terms and conditions imposed by Telstra under the Telstra OCT in relation to the relevant Telstra service. AAPT is not a party to that Telstra OCT and is not responsible for any failure by Telstra to provide any Telstra service to You.

6.3 Amendments

If requested, We will make amendments to the Service during our normal business hours (8.00am to 5.00pm (local time), excluding weekends and public holidays). These amendments to the Service will incur additional Charges which We will advise You of at or shortly after the time that You request an amendment.

7. Operation of Service

7.1 Direct and Switched Access

(a) Network Management

The underlying network platform upon which the Service is delivered is pro-actively managed and monitored by the AAPT Network Operations Centre (“**NOC**”).

The NOC operates 24 hours a day, 7 days a week and is dedicated to the task of network monitoring and fault management. The NOC monitors the physical state ("up" or "down") of the Service and provides a remote diagnostics centre to help ensure operational stability and connectivity to designated sites and resources.

This team also provides first level support in the event of a fault situation and is responsible for activating the second and third level of support and referring issues to different groups within our organisation, while retaining responsibility for the overall management of the fault.

(b) Maintenance

To enable Us to reliably deliver the Service We need to undertake periodic maintenance of the network infrastructure. These planned maintenance windows are scheduled to minimise any impact on Your Service.

(c) Re-Bill Services

The availability of a Telstra service is governed by the Telstra OCT in relation to that service. AAPT is not a party to that Telstra OCT and is not responsible for any failure by Telstra to make that service available to You or to provide maintenance in respect of that service. AAPT will invoice You for Telstra services used by You, as notified to AAPT by Telstra.

7.2 Overall Fault Management

(a) Customer Service Desk

The Customer Service Desk is responsible for receiving Your calls and requests regarding:

- (i) billing enquiries;
- (ii) business enquiries;
- (iii) faults and support; and
- (iv) provisioning.

(b) Restoration

To prioritise resources, the Customer Service Desk representative will prioritise faults into severity categories according to the fault impact. A unique job number will be issued and used in any follow up contact with Your contact.

(c) Contact Details

All faults must be reported to the Customer Service Desk on the number provided on Your invoice by providing:

- (i) Your customer number and account number;
- (ii) the affected Service;
- (iii) the time and date of the fault;
- (iv) a detailed description of the fault; and
- (v) the contact details for Your contact who will accept the response call.

7.3 Customer Service and Billing

(a) General Enquiries

The Customer Service Desk will respond to general enquiries regarding the Services, product information, work status and information requests.

(b) Moves, Adds and Changes

AAPT's representatives are responsible for arranging "business as usual" moves, adds and changes to the Switched Outbound Voice Service. AAPT's representatives can be contacted via the Customer Service Desk on the number provided on Your invoice. These "moves, adds and changes" will incur additional Charges which We will advise You of at or shortly after the time that You request a "move, add or change".

(c) Billing

Invoices are issued in accordance with the terms of the Agreement. We will invoice You on a monthly basis. Monthly Recurring Charges are charged in advance. All usage-based charges and other charges are billed in arrears. Each invoice will include call summaries by service numbers and by Answer Points.

All billing enquiries should be made to the Customer Service Desk on the number provided on Your invoice.

8. Additional Terms and Conditions

8.1 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.

8.2 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).

8.3 Service Modifications

- (a) Unless the terms of a Service Order Form state otherwise, You may upgrade an Individual Service to a higher set of ISDN lines as described in paragraph 2.1(a)(i) of Part 1 of this Service Schedule (eg from ISDN 10 to ISDN 20) before the Minimum Period expires at no charge and the Monthly Recurring Charge will increase to reflect the upgraded Service.
- (b) You are not entitled to, and We have no obligation to accommodate, a downgrade of an Individual Service to a lower set of ISDN lines as described in paragraph 2.1(a)(i) of Part 1 of this Service Schedule (eg from ISDN 30 to ISDN 20) before the Minimum Period expires.
- (c) Unless the terms of a Service Order Form state otherwise, if You request, and We accommodate, a relocation of an Individual Service before the Minimum Period expires, you acknowledge that:
 - (i) You may be liable to pay a Service Relocation Charge;
 - (ii) that proposed relocation may be subject to geographic availability; and
 - (iii) You may be subject terms and conditions and charges imposed by Telstra under the Telstra OCT.
- (f) To avoid doubt, You will continue to be liable to pay the Monthly Recurring Charges applicable to Your existing Service until a Service Modification or relocation is completed, including during any periods of delay.

8.4 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.

8.5 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.

8.6 Fair Use Policy for Fair Use Services

- (a) It is important to AAPT that all eligible AAPT customers are able to access our Services. Accordingly, We have devised a Fair Use Policy which applies to the use of Services which are stated to be subject to the Fair Use Policy ("**Fair Use Service**").
- (b) We reserve the right to vary the terms of the Fair Use Policy from time to time. A copy of the Fair Use Policy is available at www.aapt.com.au.
- (c) Despite any other provision in the Agreement, if you breach the Fair Use Policy, we may, at Our sole discretion, without telling You before We do so:
 - (i) suspend or limit the Fair Use Service (or any feature of it); and/or
 - (ii) terminate the Fair Use Service.

8.7 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.

8.8 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.

8.9 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.

8.10 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) 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; and
 - (iii) 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.
- (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 8.10.

8.11 Installation

- (a) You authorise Us to arrange (including to sign on Your behalf forms of authority) for any equipment necessary to provide the Service (including providing access the AAPT network).
- (b) 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.
- (c) You authorise Us or will ensure authorisation for Us or Our agents to disconnect, install or make amendments to any auto-diallers, key systems or PBX/IP PBX programming at any Access Site.

8.12 Use of Our Network

You authorise Us to arrange (including to sign on Your behalf forms of authority) for any equipment necessary for You to receive the Service to be installed and programmed so that calls to destinations nominated by Us from time to time are, so far as possible, carried by our switched services network.

8.13 Limitation of Liability

We have no liability to You or any other person for:

- (a) porting of Your local number (as detailed on the relevant Service Order Form or Porting Authority Form) which is carried out in accordance with a porting request received by Us;

- (b) any delays in implementing a porting request for a number in respect of which We have received a porting request; or
- (c) a failure to implement a porting request in accordance with a porting request received by Us.

8.14 We have no liability to You or to any other person for faults or defects that arise in telecommunication services not provided under the Agreement (even if they are connected with our consent to a Service that We have arranged under the Agreement) which are due to incompatibility with the AAPT Service.

9. Definitions

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 2.1 of Part 1.

Access Site means each physical site where the Service is delivered to You.

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.

CLI means Calling Line Identification.

CPE means Customer Premises Equipment.

ETSI means the European Telecommunications Standards Institute.

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

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

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.

Mbps means Megabits per second.

Minimum Period means the period outlined in paragraph 4.

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.

Service or **Outbound Voice Services** means the Outbound 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 8.1 of Part 1.

Service Levels means the target service levels applicable to the Service set out in paragraph 5.

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.

Telstra means Telstra Corporation Limited and all its related bodies corporate.

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

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

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

- **Call connection fee** – one off per call connection.
- **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.

Part 2 - Charges

Please refer to the Service Order Form

Part 3 – Service Levels

1. Service Levels

SERVICE ATTRIBUTE	ATTRIBUTE DEFINITION	SERVICE LEVEL COMMITMENT
<p>Service Reception</p>	<p>Answering a telephone call from You and logging information relevant to a fault or other details relevant to the service required.</p>	<p>Service Restoration</p> <p>Call reception is available 24 hours a day, 7 days a week, 52 weeks a year.</p> <p>85% of calls will be answered within 20 seconds.</p> <p>Billing Enquiries</p> <p>Call reception is available on business days, 08:30 to 20:00 (Sydney time).</p> <p>85% of calls will be answered within 20 seconds.</p> <p>Provisioning Enquiries</p> <p>Call reception is available on business days, 08:30 to 17:30 (Sydney time).</p> <p>85% of calls will be answered within 20 seconds.</p>
<p>Standard Service Hours</p>	<p>Those hours during which, when a fault is reported or detected, AAPT will commence restoration work.</p>	<p>24 hours a day, 7 days a week, 52 weeks a year</p>
<p>Monitoring Hours</p>	<p>Those hours during which the service monitoring systems are operational.</p>	<p>24 hours a day, 7 days a week, 52 weeks a year.</p>

SERVICE ATTRIBUTE	ATTRIBUTE DEFINITION	SERVICE LEVEL COMMITMENT
Response Time	The elapsed time, during Standard Service Hours, between reporting a fault to AAPT and confirmation to You that initial diagnosis has been completed and an estimated time to restore is provided, if known.	1 hour.
Progress Updates	Updates on the status of service restoration activity.	Provided to You on a significant event basis, or as agreed.
Service Availability	Monitoring Hours less downtime outside the standing window for Planned Outages, divided by the Monitoring Hours, expressed as a percentage. Measured monthly on a site-by-site basis.	99.9%
Service Restoration	<p>The elapsed time, during Standard Service Hours, between You reporting a fault to AAPT and confirmation to You that the Service has been restored to the levels defined in the Service Definition.</p> <p>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.</p> <p>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.</p> <p>All other areas are classified as regional.</p> <p>Third Party Access refers to</p>	<p>AAPT Infrastructure – Interrupted Faults</p> <p>Metropolitan areas - 4 hours. Regional areas - Next Business Day Rural areas - N/A</p> <p>AAPT Infrastructure – Non-Interrupted Faults</p> <p>All Areas – Second Business Day</p> <p>Third Party Access – Interrupted Faults</p> <p>Metropolitan areas - 8 hours. Regional areas - Next Business Day Rural areas – Third Business Day</p> <p>Third Party Access – Non-Interrupted Faults</p> <p>All Areas – Fourth Business Day</p>

circumstances where a Service is not provisioned using AAPT owned infrastructure.

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-hour notice, although may not be able to do so in all circumstances.

SERVICE ATTRIBUTE	ATTRIBUTE DEFINITION	SERVICE LEVEL COMMITMENT
<p>Service Provisioning – Directly connected services</p>	<p>The elapsed time between the confirmed acceptance of an order and the implementation of that request, unless You specify a longer time.</p> <p>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.</p> <p>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.</p> <p>All other areas are classified as regional.</p> <p>Third Party Access refers to circumstances where a Service is not provisioned using AAPT owned infrastructure.</p>	<p>AAPT Infrastructure</p> <p>Metropolitan Area - 20 Days</p> <p>Rural Area – 30 Days</p> <p>Regional Area – N/A</p> <p>Third Party Access</p> <p>Metropolitan Area - 30 Business Days or as advised in Order Acceptance Notification</p> <p>Rural Area - 30 Business Days or as advised in Order Acceptance Notification</p> <p>Regional Area - As advised at time of Order Acceptance Notification</p>

Billing Enquiry Resolution	The elapsed time during Standard Service Hours between receipt of the billing enquiry and confirmation to You of the resolution.	Response time: within 2 Business Days Resolution time: within 25 Business Days.
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2. Service Restoration Rebate

Where We fail to meet the defined Service Restoration times for Interrupted Faults, the following rebates will apply:

NUMBER OF HOURS OVER STATED RESTORATION TIME	SERVICE RESTORATION REBATE
Less than or equal to one hour	15% of monthly recurring charge for the eligible Service at the site
Greater than 1 hour, and less than or equal to 2 hours	25% of monthly recurring charge for the eligible Service at the site
Greater than 2 hours, and less than or equal to 4 hours	40% of monthly recurring charge for the eligible Service at the site
Greater than 4 hours	50% of monthly recurring charge for the eligible Service at the site

Where faults are classified as follows:

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

3. Service Restoration Rebate Conditions

The following conditions apply to eligibility for a Service Restoration Rebate:

- (a) Rebates apply from the first full calendar month that the Service is operational.
- (b) The rebate is payable only in relation to the site where the fault originates.
- (c) The rebate is Your only remedy in the event of any failure to meet the Service availability target.
- (d) You must apply for the rebate in writing to Your Account Manager within 30 calendar days of the end of the month to which the rebate applies.
- (e) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash.
- (f) The maximum rebate available for any circumstance in any month will not exceed 100% of the total monthly charges for the eligible Service at that site.

4. Service Level Exclusions

Service Levels are not applicable and Service Restoration Rebates are not available:

- (a) where the outage is caused or contributed to by any act or omission by You or a third party (excluding AAPT contractors);
- (b) where planned outages are undertaken by AAPT;
- (c) where You knew or ought to have known that an outage was likely to occur and did not give AAPT reasonable notice of this fact;
- (d) where disruption or delay in restoring the Service is caused or contributed to by You;
- (e) where a delay in restoring the Service is caused by a Force Majeure Event;
- (f) where You have not paid any Charges when due for the month that the rebate is claimed.