



AAPT BUSINESS SIP FOCUS

Service Schedule

An AAPT Business Voice Solution



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

Part 1 – Service Description

1. Description

1.1 Business SIP Focus Service Description

AAPT's Business SIP Focus Service (the **Service**) allows a customer with an IP PBX or SIP Gateway Device to connect it and other Access Sites to the AAPT Network via AAPT Business Ethernet (the **Access**) and have its telephony traffic carried between Access Sites via IP utilising Session Initiation Protocol (**SIP**). The Access will be delivered using AAPT Mid-Band Ethernet infrastructure only.

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

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

- (a) **Access:** the Service offers connectivity to Your IP PBX or SIP Gateway Device and other Access Sites using AAPT Ethernet Single-Service Access interface type.
- (b) **Business SIP Focus Service Sessions:** the Service offers configurable options scalable from 5 SIP Sessions to 20 SIP Sessions.
- (c) **Business SIP Focus Service IP Address Range:** AAPT will allocate a /29 or /30 IP Address Range for each Individual Service.
- (d) **Business SIP Focus Service features:** see paragraph 1.5 below.

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

1.2 Access

- (a) **Access Sites:** Access to the Service is available at Customer Ethernet Site only.
- (b) **Access interface types:** at each Access Site, Access is offered using AAPT Ethernet Single-Service Access only:
 - (i) a single dedicated, voice communication only Service will be delivered via a single physical connection i.e. You cannot add additional services (e.g. Data, IP VPN or Internet) to the Service; and
 - (ii) the minimum bandwidth required for an Ethernet Single-Service Access will be directly determined by the number of SIP Sessions You require.
- (c) **Access speed:** The Access interface offers 10/100 BASE –TX interface speed only.
- (d) **Access equipment:** at each Access Site, AAPT may provide a Network Termination Unit (**NTU**) (which forms part of Our Equipment).
- (e) **Service Coverage:** the availability of the Service is subject to, among other things, the geographic availability of the Access (which is required for the Service) as follows:

- (i) Access is provided on AAPT's infrastructure in the metropolitan areas of the following capital cities:
 - a) Adelaide;
 - b) Brisbane;
 - c) Canberra;
 - d) Melbourne;
 - e) Perth; and
 - f) Sydney.
- (ii) Access is provided on AAPT infrastructure in select regional areas as determined by AAPT from time to time.

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

1.3 Business SIP Focus Service Sessions

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

Service Variants	Required Ethernet Bandwidth (Mbps)
5 SIP Sessions	0.5
10 SIP Sessions	1.0
15 SIP Sessions	1.5
20 SIP Sessions	2.0

1.4 Business SIP Focus Service IP Address Range

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

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

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

1.5 Business SIP Focus Service Features

The Service also offers the following features:

- (a) Direct In Dial number ranges
- (b) Calling Line Identification (**CLI**) – Presentation and Restriction
- (c) Extension Level Billing
- (d) Main Billing Number

- (e) Local Number Portability
- (f) New AAPT Number Ranges
- (g) White Pages Directory Listing
- (h) Call Redirection and Disaster Recovery Call Redirection

2. PowerTel's Role

You acknowledge and agree that:

- (a) PowerTel, acting as a subcontractor of AAPT, may:
 - (i) provide the Service to You; and
 - (ii) deal with all faults and restoration issues in relation to the Service; and
- (b) PowerTel, acting as an agent for AAPT, may issue invoices to You for Charges incurred in relation to the Service; and
- (c) if (b) applies, then You will be required to pay all invoiced Charges in relation to the Service to PowerTel acting as an agent for AAPT;

in each case, in accordance with the terms and conditions set out in this Service Schedule and the Service Agreement.

3. Charges and Payment

3.1 Pricing Structure

The pricing structure is broken down as follows:

- a) Service Charges consisting of:
 - (i) Non recurring Charges:
 - (A) Service Installation Charges;
 - (B) Service Relocation Charges;
 - (C) Service Modification Charges;
 - (D) Local Number Portability Charges; and
 - (E) Service Redirection Charges;
 - (ii) Monthly Recurring Charges:
 - (A) Service monthly recurring Charges;
 - (B) Feature monthly recurring Charges; and
 - (iii) Usage Based Charges; and
- b) Other Charges:
 - (i) Cancellation Charges;
 - (ii) Call-Out Charges; and

- (iii) You may incur an additional Charge if You withdraw a Service Order Form prior to completion of delivery of that Service;
- c) The Service Charges are specified in the Service Order Form. For information relating to Other Charges please contact Your account manager.
- d) If available, You may select a SIP Focus Plan in the Service Order Form, which will set out the terms and conditions relevant to your selected SIP Focus 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

Provisions relating to Revised Charges are set out in the Service Agreement.

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 (the ***Service Level Targets***).
- (b) Failure to achieve a Service Level Target does not automatically entitle You to a rebate.
- (c) Service Rebates are set out in Part 3.

6. Additional Terms and Conditions

6.1 Service Demarcation Point

For each Access Site:

- (a) the Service Demarcation Point for that Access Site is the Ethernet access interface provided on the AAPT NTU;
- (b) You are responsible for all cabling from the Service Demarcation Point to Your own equipment (e.g. IP PBX);
- (c) You are responsible for connecting Your own equipment to the Service Demarcation Point to obtain connectivity to the Service; and
- (d) any configuration required on Your own equipment is Your responsibility. AAPT or its agent will not configure nor conduct testing on the equipment provided by You.

6.2 Service Updates

AAPT may vary the Service provided to You in the following circumstances:

- (a) If, in AAPT's reasonable opinion, such a variation or addition is required as a result of a change made by a Third Party Service Provider, in which case AAPT may do so without reference to You;
- (b) if, in AAPT's reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case AAPT may do so at its discretion without reference to You, provided the variation does not result in any material deterioration in the quality of the Service; and
- (c) in any other case, upon 30 days prior written notice to You (such notice may contain a new Service Schedule (the **New Service Schedule**), for the avoidance of doubt the terms of the New Service Schedule will supersede the terms of this Service Schedule).

6.3 Service Modifications

- (a) Unless the terms of a Service Order Form states otherwise, You may upgrade an Individual Service (eg increase the number of SIP Sessions from 10 SIP Sessions to 20 SIP Sessions) before the Minimum Period expires at no charge and the Monthly Recurring Charge will change to reflect the total SIP sessions.
- (b) You are not entitled to, and We have no obligation to accommodate, a downgrade of the Individual Service (eg decrease the number of SIP Sessions from 20 SIP Sessions to 10 SIP Sessions) before the Minimum Period expires.
- (c) If You request, and We accommodate, a relocation of an Individual Service before the Minimum Period expires, you may be liable to pay a Service Relocation Charge. You acknowledge that the proposed relocation will be subject to the geographic availability of Access in accordance with paragraph 1.2(e).

- e) 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.

6.4 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.

6.5 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.

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

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

- (a) You authorise Us to advise Your Current Supplier that the Service is to be provided by Us in place of Your Current Supplier's service (***Transferred Service***) and to sign on Your behalf and in Your name forms of authority to Your Current Supplier to transfer the provision of the Transferred Service to Us;

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

6.7 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 Service within the following billing period or as soon as those charges become apparent to Us;
- (c) We will credit You with any amount credited to Us by the Third Party Service Provider for the Service up to the date of transfer of those accounts to any Third Party Service Provider.

6.8 Telephone Number:

You acknowledge that You have no right, title or interest in any number allocated to You as part of the Service. We will comply with the National Numbering Plan and reserve the right

to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. We will notify You of any numbering change, which will affect You.

6.9 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 6.9.

6.10 Directory Listing / Sensis

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

6.11 Acceptable Use of the Service

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

- (a) The Usage Based Charges for the Services are based on usage volume for either outbound calls only or a combination of outbound and inbound calls. It will be deemed an **Acceptable Use** of the Service if Your usage of the Service for outbound calls accounts for at least 40% of Your overall call volume. For the avoidance of doubt, it is **not** an Acceptable Use of the Service if:
 - (i) the Service is used for inbound calls only; or
 - (ii) the Service comprises outbound and inbound calls, but the volume of inbound calls exceeds 60% of the overall call volume for the Service (measured across the Service connecting to AAPT in a given state over a given month).

- (b) Inbound calls from AAPT domestic 'Inbound' Services (including AAPT EasyDial 13, LocalDial 1300 and FreeDial 1800 services and/or Reach 13,1300,1800 Services) terminating on the Service, are excluded from the inbound call Acceptable Use policy set out in paragraph 6.11(a).
- (c) Any use of the Business SIP Focus Service which is not an Acceptable Use according to this paragraph 6.11 shall constitute a material breach of the Agreement for the purposes of clause 9.2(b)(ii) of the Service Agreement.

6.12 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 (that is supplementary to paragraph 6.11) 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 this 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.

6.13 Installation Of Equipment:

- (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 to 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.

7. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT is defined in the Service Agreement.

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

Access means the physical connection provided as part of the Service which allows delivery of the Service. In respect of an Access Site, this means the AAPT Business Ethernet connection between

the Service Demarcation Point at that Access Site and the AAPT Network, as described in paragraph 1.2 of Part 1.

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

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997 (Cth)

Business Days means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in New South Wales, excluding Saturdays and Sundays.

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

Business SIP Focus Service IP Address Range means a /29 or /30 IP Address Range; providing You with 5 or 1 useable IP Addresses respectively per Business SIP Focus Service.

Business SIP Focus Service Sessions means the total number of concurrent switched voice calls that can be made dependent upon the bandwidth of the underlying Ethernet service. Each switched voice call requires 100Kbps of bandwidth (i.e. for 10 concurrent sessions, You would require 1Mbps of bandwidth).

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

CLI means Calling Line Identification.

CPE means Customer Premises Equipment.

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

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

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

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

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

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

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

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

Installation Lead Time means the periods of time outlined in paragraph 1.1(a) of Part 3.

IP means Internet Protocol.

IP PBX means an IP enabled private branch exchange

ISDN means Integrated Services Digital Network.

Kbps means Kilobits per second.

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

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

Mbps means Megabits per second.

Minimum Period means the period outlined in paragraph 4.

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.

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

Service or **Business SIP Focus Service** means the Business SIP Focus Service supplied to You under this Service Schedule.

Service Agreement means AAPT's current **Standard Service Agreement**, a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between AAPT and You (in which case the latter will take precedence).

Service Demarcation Point is defined in paragraph 6.1 of Part 1.

Service Start Date means the earlier of:

- (a) the date on which AAPT first notifies You that the Service is ready for use; and
- (b) the date on which You first use the Service.

SIP means Session Initiation Protocol.

SIP Session means the SIP session variants as set out in section 1.3.

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

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

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

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

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

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

Part 2 - Charges

Please refer to the Service Order Form

Part 3 – Service Levels

The Service Level has the following components:

1. Service Attribute related to the level of service that We provide; and
2. Service Rebates that apply when specific service attributes do not perform in accordance with the corresponding Service Level Commitment.

Definitions in or incorporated in the Service Schedule that this Service Level Agreement forms part of, apply to this Service Level Agreement. In this Service Level Agreement, the following definitions also apply unless the context requires otherwise:

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

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

Metro means a location that is within the nearer of:

- (a) the local calling area; or
- (b) 50 kilometres of the GPO,

of Melbourne, Sydney, Brisbane, Adelaide, Perth or Canberra.

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.

Regional means a location that is neither Metro nor Rural.

Rural means a location that is greater than 250 kilometres from a town with a population of 10,000 or more people, as defined by the Australian Bureau of Statistics.

Service Restoration means the elapsed time during Standard Service Hours:

- (a) between You reporting the fault via the Premium Service Centre and the restoration of the Service; or
- (b) between AAPT responding to an alarm on the AAPT Network or an Attachment Access and the restoration of the Service.

Service Restoration Targets means the periods of time outlined in paragraph 1.2(b)(ii) of Part 3.

Standard Service Hours means those hours during which the AAPT Premium Service Centre (or equivalent AAPT department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

1. Service Attributes

The Service Attributes define the level of service that We are committed to delivering to You.

SERVICE ATTRIBUTE	ATTRIBUTE DEFINITION	SERVICE LEVEL COMMITMENT
1. Service Reception	Answering a telephone call from You and logging information relevant to a fault or other details relevant to the service required.	Fault Reporting Call Reception is available 24 hours a day, 7 days a week, 52 weeks a year 80% of calls will be answered within 20 seconds Billing and Provisioning Enquiries Call Reception is available from 0800 to 1800 AEST, Monday to Friday. Daily average - 80% of calls will be answered within 20 seconds.
2. Standard Service Hours	Those hours during which the AAPT Premium Service Centre (PSC) 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	All faults are classified by severity as follows: Interrupted Faults Service is completely non-operational. Non-Interrupted Faults Service is degraded but still operational.	The severity of faults are classified by the AAPT PSC and advised to You at the time of logging the fault.
4. Response Time	The elapsed time, during Standard Service Hours, between You reporting a fault to AAPT or AAPT responding to an alarm, and AAPT providing the following details to You: - fault classification - initial diagnosis; and - an estimated time to restore (if	Interrupted Faults: 0 to 60 minutes Non-Interrupted Faults: 4 hours

	known).	
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.
7. Service Provisioning		Refer to provisioning targets in paragraph 1.2 of this Part 3.
8. Service Assurance		Refer to assurance targets in paragraph 1.3 of this Part 3.

1.1 Provisioning Targets

- (a) Installation Targets
 - (i) The Installation Lead Time Targets outlined in Table 1 below are subject to the ready availability and capacity of installed AAPT network infrastructure.
 - (ii) AAPT will use its best endeavours to adhere to the Installation Lead Times Targets.
 - (iii) The Installation Lead Time Targets commence from the date of the Order Acceptance Notification.

Business SIP Focus Installation	Lead Time Targets
Metro	20 Business Days
Regional	30 Business Days
Rural	N/A

Table 1 – Installation Lead Time Targets

- (iv) Installation Lead Time Targets assume that the relevant infrastructure and capacity is already established at each Access Site. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised at the time of Order Acceptance Notification.
- (v) You acknowledge 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.

- (vi) You must be available for appointments set by AAPT and Our contractor. In a shared building where access to MDF and riser cables may be required, it is Your responsibility to organise it prior to appointment.
 - (vii) You acknowledge that the Service Installation Lead Time does not include time taken to complete Local Number Portability and is only applicable to the installation of the Service Access.
- (b) Modification Targets
- (i) The Modification Targets are outlined in Table 2 below.
 - (ii) AAPT will use its best endeavours to adhere to the Modification Targets.
 - (iii) The Modification Targets commence from the date of the Order Acceptance Notification.
 - (iv) Failure to achieve the Modification Targets does not entitle You to a rebate.

Business SIP Focus Service Modification	Modification Targets
Physical Changes, including: <ul style="list-style-type: none"> • Relocation • Service bandwidth change requiring a change to the physical infrastructure 	See installation targets (above)
Logical Changes, including: <ul style="list-style-type: none"> • SIP Sessions Variation (e.g. increasing the number of Business SIP Focus Service Sessions where the alteration <u>does not</u> require a change to the physical infrastructure) • Service Variation (any other change to the Business SIP Focus Service that <u>does not</u> require a change to the physical infrastructure) 	5 Business Days

Table 2 –Modification Targets

1.2 Assurance Targets

- (a) Availability Targets
- (i) The Availability Targets are outlined in Table 3 below.
 - (ii) AAPT will use its best endeavours to adhere to the Availability Targets.
 - (iii) Failure to achieve the Availability Targets does not entitle You to a rebate.

	SIP Trunk
Availability	99.95%

Table 3 –Service Availability Targets

Availability is calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage.

- (b) Service Restoration Targets
 - (i) The Service Restoration Targets are outlined in Table 4 below.
 - (ii) AAPT will use its best endeavours to adhere to the Service Restoration Targets.

Restoration Targets	
Interrupted Faults	
Metro ^{Note 1}	4hrs
Regional ^{Note 3}	Next Business Day
Rural ^{Note 2}	N/A
Non-Interrupted Faults	
Metro and Regional	Second Business Day

Table 4 – Service Restoration Targets

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

Notes:

1. A metropolitan area is defined as the local calling area of Melbourne, Sydney, Brisbane, Adelaide, Perth, Canberra or within 50km of the GPO of each of Melbourne, Sydney, Brisbane, Adelaide, Perth, Canberra whichever is the nearer.
2. A rural area is defined as a site that is greater than 250 km from a town with a population of 10000 or more people, as defined by the Australian Bureau of Statistics.
3. All other areas are classified as regional.

2. Service Rebates

2.1 Service Rebates

(a) Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in paragraphs 2.2 and 2.3 of this Part 3 and in the event of AAPT failing to meet the Service Restoration Targets for an Interrupted Fault, You will be entitled to claim a rebate in accordance with the rates set out below.

NUMBER OF HOURS IN EXCESS OF THE SERVICE RESTORATION TARGET	SERVICE RESTORATION REBATE
2 - 4 hrs (inclusive)	10% of the total Monthly Recurring Charges for the eligible Service at that Access Site.
> 4 and ≤ 6 hrs	15% of the total Monthly Recurring Charges for the eligible Service at that Access Site.
> 6 and ≤ 12 hrs	25% of the total Monthly Recurring Charges for the eligible Service at that Access Site.
> 12 hours	30% of the total Monthly Recurring Charges for the eligible Service at that Access Site.

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

Example – an Interrupted Fault occurs at a metro Access Site on AAPT infrastructure which results in a Business SIP Focus Service being non-operational for 6 hours. The restoration service target for this Access Site is 4 hours.

Restoration takes 2 hours longer than targeted. As such You will be entitled to claim a rebate for 10% of the total monthly Charges for the eligible Service at that Access Site.

2.2 Rebate Conditions

The following general conditions apply to Rebates:

- (a) Rebates apply from the first full calendar month that the eligible Service is operational;
- (b) Where the rebate is available, the rebate is the only remedy in the event of any failure to meet the defined target (where the rebate is not available, no remedy is available);

- (c) You must apply for the rebate by contacting the Premium Service Centre and following the prescribed process for obtaining rebates within 30 calendar days of the end of the month to which the rebate applies;
- (d) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
- (e) The maximum rebate available for each eligible Service in any month will not exceed 100% of the total monthly Charges for that eligible Service; and
- (f) Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

2.3 Rebate Exemptions

You will not be entitled to a Service Restoration Rebate where one or more of the following applies:

- (a) the Interrupted Fault is directly or indirectly caused by a Planned Outage;
- (b) disruption or delay in restoring the Service is caused or contributed to by You;
- (c) You have failed to pay Charges to AAPT when due and payable;
- (d) the Interrupted Fault was directly or indirectly caused by a power interruption at Your Site;
- (e) the Interrupted Fault is directly or indirectly caused by a Third Party Service Provider or as a result of a fault on a Third Party Service Provider's network; or
- (f) the Interrupted Fault is directly or indirectly caused by a Force Majeure Event.