



AAPT Business Fibre400 Service Schedule

An AAPT Data & Networking 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.

1. Service Description

1.1 AAPT Business Fibre400 Service Description

- (a) Fibre400 is an access service that enables Ethernet connectivity between Your premises and the AAPT Network.
- (b) Fibre400 is supplied using fibre optic cabling delivered to a NTU which will be installed within Your Site.
- (c) The maximum bandwidth available at Your premises will be 400Mbps.
- (d) Fibre400 coverage is limited to AAPT service areas and AAPT does not guarantee availability.
- (e) The Network Terminating Unit (which is part of Our Equipment) will have Ethernet ports. Up to four of the Ethernet ports will be able to be configured separately to acquire up to four different services from AAPT. Currently, the AAPT Services that can be supplied to You using Fibre400 as the access include:
 - IP-VPN
 - IP-Line
 - e-Line
 - e-LAN
 - SIP Voice
 - Virtual Data Centre (vDC)("Available Services")

AAPT may add new Services to, or remove Services from, the list of Available Services from time to time. You may request from Us a current list of the Available Services.

The terms and conditions of supply of the Available Services are set out in the Service Schedules for those Services which are available to You on AAPT's website at <https://aapt.com.au/businesslegal> or where You and We have signed a Service Schedule for any of those Services, then the terms and conditions of supply are set out in the signed Service Schedule.

1.2 NTU and Bandwidth

- (a) As described above, multiple AAPT Services can be delivered over the Fibre400 via a single physical connection, with each Service provided with a dedicated vLAN to a service hand off port on the NTU.
- (b) As part of ordering the Fibre400 Service, You must nominate a bandwidth for each port on the NTU.
- (c) The maximum aggregate bandwidth across the NTU is 400Mbps. You may choose to use all 400Mbps on one port on the NTU.
- (d) Bandwidth allocation can be adjusted subsequently.
- (e) Within 14 days of the termination of the acquisition of a Fibre400 Service for any reason, You must return the NTU to AAPT at 63-65 Waterloo Road, Macquarie Park NSW 2113. AAPT reserves the right to charge You a fee if you fail to return the NTU in accordance with this clause.

2. Charges and Payment

2.1 Pricing Structure

The pricing structure is broken down as follows:

- (a) Service Charges are specified in the Service Order Form and will consist of:
 - (i) Non-recurring Service Installation Charges;
 - (ii) Monthly recurring Charges:
 - (A) Fibre400 monthly recurring Charges; and
 - (B) vLAN monthly recurring Charges which will be based on the type of Service supplied over the vLAN.
- (b) Other charges may apply to the Services including:
 - (i) Charges for non-standard installation work;
 - (ii) call out charges which will apply:
 - (A) where You have claimed incorrectly that a fault exists with the Service; or
 - (B) for faults caused or contributed to by You; and
 - (ii) administration charges for service modifications.

2.2 Order Withdrawal Charges

- (a) If You withdraw an Order for the Service before the Service is activated, the following Charges apply depending on when the Order is withdrawn:
 - (i) if the Order is withdrawn after Order Acceptance Notification by AAPT but before AAPT commences building the access to support the Service, a once-off Charge of \$400 (ex GST); or
 - (ii) if it is withdrawn after AAPT commences building the access to support the Service then, a once-off charge of \$4000 (ex GST) will apply.

2.3 Other Discount Arrangements

- (a) Notwithstanding any other provision in the Services Agreement, the Agreement, or any other agreement arrangement or understanding between You and AAPT (or a Related Body Corporate of AAPT), no discount, volume or spend based rebate, or other allowance, however expressed, will apply in respect of the Charges payable for the Fibre400 Service.
- (b) If the Services Agreement or Agreement or any other agreement arrangement or understanding between You and AAPT (or a Related Body Corporate of AAPT) creates a discount, rebate or other allowance based on Your total spend across all or selected Services, it is expressly agreed that Charges for the Fibre400 Service will not count towards the calculation of that spend, discount, rebate or allowance.

2.4 Early Termination

- (a) The pricing for Fibre400 Service has been set based on You acquiring the Service for the full Minimum Period nominated in the Service Order Form. Notwithstanding any other condition contained in the Agreement between You and AAPT, the Service must be acquired for the minimum period specified in the Order (Minimum Period). Subject to clause 2.4(b), relocation and early

termination is not available with the Service. If You breach this clause, You must pay AAPT the Cancellation Charge.

- (b) If You request and We agree to a relocation of a Service (Original Services) where the:
- (i) relocation is within the same building; or
 - (ii) relocation is to another site within AAPT's selected coverage areas;

the Parties agree that pricing for the relocation will be as notified upon application and the early termination fee set out in clause 2.4(a) will be waived, provided that the Minimum Period of the relocated Service is the same as the remainder of the Minimum Period of the Original Service.

2.5 Cancellation Charge

The Cancellation Charge for a Fibre400 Service will be calculated as 85% of all recurring Charges that, but for the early termination, would have been paid by You between the date of the termination and the date of the expiry of the Minimum Period.

3. Service Levels

The **Service Level Targets** for the Fibre400 service will depend on the Services that are supplied over the Fibre400 and will be in accordance with the Service Schedule for that Service or those Services.

4. Additional Terms and Conditions

4.1 Service Demarcation Point

For each Site:

- (a) the Service Demarcation Point for that 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;
- (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.

4.2 Service Updates & Variations

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

- (a) 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
- (b) 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).

4.3 Your Responsibilities

- (a) At each Site:
 - (i) You must provide space and power at the Site for the NTU;

- (ii) You must ensure that the NTU is not damaged or interfered with in any way.

4.4 Provisioning

- (a) Fibre400 services are only available at AAPT's selected coverage areas. A site that is connected via fibre to AAPT's network does not mean that the site qualifies for a Fibre400 service.
- (b) AAPT will be endeavouring to deliver the Fibre400 Service using carrier rights and immunities under Schedule 3 of the Telecommunications Act 1997. Any nominated provisioning timeframes are based on there being no objections from any building owner or occupier at the Service delivery address. If there are objections raised, the timeframe for delivery will extend until the expiry of the objection process. Where the objection is sustained, AAPT may cancel an order without penalty.

4.5 Service Limitations

- (a) Each Fibre400 access must be delivered to a separate Site.
- (b) The Service is intended solely for use as a connection between Your Site and the AAPT Network. You must not use the Fibre400 Service for connecting your points of presence or network access points or for interconnecting with other carriers/carriage service providers.
- (c) If AAPT believes that You have breached clause 4.5 of this Service Schedule then AAPT may suspend or terminate Your Service upon first giving You 5 Business Days prior notice.
- (d) AAPT reserves the right to not accept orders for Fibre400 services and to withdraw the service from the market on 30 days' notice.

5. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT is defined in the Service Agreement.

AAPT Network means the core IP/MPLS telecommunication network between the multi-service edge devices owned by AAPT.

Act means the Telecommunications Act 1997 (cth)

Business Day 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.

Cancellation Charges means the amount specified in clause 2.5 of this Service Schedule.

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

Minimum Period means 12 months or such greater period as specified in Your Service Order Form that commences from the Service Start Date.

Mbps means Megabits Per Second.

NTU means Network Termination Unit.

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

Service or **Fibre400 Service** means the Fibre400 Service (or a service derived from it) 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 clause 4.1(a) of Part 1 of this Service Schedule.

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.

Site means a location at which You have a physical presence that cannot be a co-location facility, datacentre facility or premises at which You connect with other providers of data and/or carriage services.