



AAPT Business Virtual Data Centre Service Schedule

An AAPT Cloud 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

1.1 The virtual Data Centre (vDC) Service

AAPT's virtual Data Centre (vDC) is a family of virtual computing environments maintained and managed within AAPT's virtual Data Centres. Access to the virtual Data Centres is via the AAPT Network or the public internet.

AAPT's virtual Data Centre family consists of up to three components:

- (a) physical connectivity:
 - (i) Attachment Circuit;
- (b) logical connectivity:
 - (ii) vDC Link (Private); or
 - (iii) vDC Link (Public); and
- (c) cloud computing services:
 - (i) vInfrastructure; or
 - (ii) vServer.

If You acquire a vDC Link (Public) Service or You have an existing AAPT e-LAN or IPVPN Service, You will not need to acquire an Attachment Circuit as part of the vDC Service.

If you wish to connect to the vDC using an AAPT e-LAN or IPVPN Service, and do not have an existing e-LAN or IPVPN Service , You will need to submit a Service Order Form to establish that Service. Separate terms and conditions (including charges) apply to AAPT e-LAN and IPVPN Services.

The Service features are more fully described in clause 2.

2. Service Features

2.1 Connectivity

Connectivity between Your Site and AAPT's vDC can be achieved through the following methods ("Connectivity"):

- (a) Point-to-Point Ethernet: using an Attachment Circuit and a vDC Link (Private);
- (b) AAPT e-LAN: using Your existing AAPT e-LAN Service and a vDC Link (Private);
- (c) AAPT IPVPN: using Your existing AAPT IPVPN Service and a vDC Link (Private);
or
- (d) Public Internet: using a vDC Link (Public).

2.1.1 Attachment Circuit

- (a) The Attachment Circuit is an Ethernet access circuit that provides a connection from Your Site to the AAPT Network for the transmission of data from Your Site via the AAPT Network.
 - (i) The Attachment Circuit has three interface types (as nominated by You):
 - (A) Ethernet Single Access;
 - (B) Ethernet Trunk Access; or
 - (C) Ethernet Multi-Service Access (when available).
 - (ii) The interface types have the following speeds:
 - (A) Fast Ethernet (10/100Mbps); or
 - (B) Gigabit Ethernet (1Gbps).

We will advise You of the speeds available for Your Attachment Circuit.

- (b) The Attachment Circuit is available on AAPT infrastructure at customer sites in the CBD and metropolitan area of the following capital cities:
 - (i) Brisbane;
 - (ii) Sydney;
 - (iii) Canberra;
 - (iv) Melbourne;
 - (v) Adelaide; and
 - (vi) Perth.

The Attachment Circuit is also available on AAPT infrastructure in select regional areas. Please request coverage information from Your AAPT Account Manager.

AAPT will advise You where it is possible to provide the Attachment Circuit via a Third Party Service Provider's network. Restrictions may apply to any Service provided via a Third Party Service Provider's network.

2.1.2 vDC Link (Private)

- (a) The vDC Link (Private) Service provides a logical connection from either:
 - (i) Your Site - when using Point-to-Point Ethernet; or
 - (ii) Your existing AAPT e-LAN or IPVPN Service,and Your nominated AAPT virtual Data Centre regional location.
- (b) The vDC Link (Private) bandwidth option selected by You will determine the maximum amount of network bandwidth available for use in connection with AAPT's virtual Data Centre. A range of bandwidth options exist from 2Mbps to 1Gbps (as notified by AAPT to You from time to time).
- (c) When used with an Attachment Circuit the bandwidth available for a vDC Link (Private) has a maximum rate set by Your Site's Attachment Circuit.

- (d) If connectivity to the vDC Service is established using Your existing AAPT e-LAN or IPVPN Service, then if You terminate that Service, any associated vDC Link (Private) Services will automatically terminate and cancellation and/or early termination Charges may apply.

2.1.3 vDC Link (Public)

- (a) The vDC Link (Public) Service provides a logical connection from the public Internet to Your nominated AAPT virtual Data Centre regional location.
- (b) You may choose a flat rate or usage based data plan to accompany Your vDC Link (Public) Service as follows:
 - (i) Flat Rate: You pay a flat rate per month based on the network bandwidth selected by You, which represents the maximum amount of network bandwidth available to You between the public Internet and AAPT's virtual Data Centre. A range of bandwidth options exist from 2Mbps to 1Gbps (as notified by AAPT to You from time to time); or
 - (ii) Usage Based: You pay a usage based fee each month calculated on the Your actual upload and download data traffic in that month.

2.2 Cloud computing services

AAPT's vDC cloud computing services include vInfrastructure and vServer Services:

- (a) the vInfrastructure Service comprises:
 - (i) CPU;
 - (ii) RAM;
 - (iii) Storage;
 - (iv) Data Backup; and
 - (v) if requested by You, instances of Windows and/or LINUX Operating Systems.
- (b) vServer Service comprises:
 - (i) CPU;
 - (ii) RAM;
 - (iii) Storage;
 - (iv) Data Backup; and
 - (v) a Windows, LINUX or Solaris Operating System.

vInfrastructure and vServer Services are charged based on the CPU, RAM and Storage allocated to You, irrespective of Your actual usage of those resources.

2.2.1 vInfrastructure

- (a) vInfrastructure is available based on a VMware virtualisation platform and includes CPU, RAM, Storage and Data Backup as follows:

- (i) CPU is available in 1GHz increments;
 - (ii) RAM is available in 1GB increments;
 - (iii) Storage is available in 50GB increments. Refer to clause 2.2.3 for more details; and
 - (iv) Data is backed up for a minimum of 35 days. Refer to clause 2.2.4 for more details.
- (b) Each vInfrastructure Service may include instances of the following Operating Systems, if selected by You:
- (i) Microsoft Windows; and/or
 - (ii) LINUX.

2.2.2 vServer

- (a) Each vServer Service includes CPU, RAM, Storage, Data Backup and one of the following Operating Systems, as selected by You:
- (i) Microsoft Windows - vServer(Windows);
 - (ii) LINUX - vServer(LINUX); or
 - (iii) Oracle Solaris - vServer(Solaris).
- (b) vServer(Windows) and vServer (LINUX) Services include CPU, RAM, Storage and Data Backup as follows:
- (i) CPU is available in 1GHz increments;
 - (ii) 2GB RAM is supplied for each 1GHz of CPU;
 - (iii) Storage is available in 50GB increments. Refer to clause 2.2.3 for more details; and
 - (iv) Data is backed up for a minimum of 35 days. Refer to clause 2.2.4 for more details.
- (c) vServer(Solaris) Services include CPU, RAM, Storage and Data Backup as follows:
- (i) vCPU is available in 4vCPU increments;
 - (ii) 2GB RAM is available for each 4vCPU unit;
 - (iii) Storage is available in 50GB increments. Refer to clause 2.2.3 for more details; and
 - (iv) Data is backed up for a minimum of 35 days. Refer to clause 2.2.4 for more details.

2.2.3 Storage

- (a) Storage is hard disk drive storage. Storage capacity is individually assigned to each vInfrastructure or vServer Service.

- (b) The minimum Storage allocation is 50GB, with incremental additions available assignable to each single vInfrastructure or vServer Service.

2.2.4 Data Backup

- (a) An increments live file system level backup is performed daily on data resident on Your allocated storage area.
- (b) AAPT retains data stored in Your allocated storage area for a minimum of 35 days. AAPT may remove or delete stored data at any time after the expiry of this period.

2.2.5 Data Recovery

- (a) AAPT offers the following data recovery services:
 - (i) Entire Restore: AAPT restores Your entire Data Backup from a date requested by You. If the date requested is earlier than the oldest Data Backup available, AAPT will provide a full restore from the Backup closest to the requested date.
 - (ii) Specific File Restore: You provide Us with a list of specific files that are to be recovered from a date requested by You. If the date requested is earlier than the oldest Data Backup available, AAPT will recover those files up to the oldest Data Backup available.
- (b) Restored data will be made available to You at an independent location. The restored data will be accessible for a minimum period of 7 days. AAPT may remove or delete the restored data at any time after the expiry of this period.
- (c) Data restoration is based on a fee for service model (i.e. an hourly rate and a minimum charge will apply). Fees will be advised at the time the service is requested.

2.2.6 vDC Location

- (a) AAPT's virtual Data Centre infrastructure is located in three geographic regions within Australia, these being:
 - (i) Central region (Sydney); and
 - (ii) Southern region (Melbourne); and
 - (iii) Western region (Perth).
- (b) You must nominate the location of each of Your Individual Services on Your Service Order Form. If you fail to do so, AAPT may nominate the location of Your Individual Services. Note that the location of an Individual Service cannot be changed after Your order has been placed.

2.2.7 Feature Choice

Where a Service feature requires a choice to be made (whether by You or by agreement between Us), that choice must be made in an Order for Service (or otherwise agreed by

us) to form part of the Service provided and for the provisions of this Service Schedule to apply to it (some Service features may incur additional cost).

2.2.8 Other information

The following document (available from your AAPT Account Manager) does not form part of this Service Schedule, but may contain reference information about the Service:

- PMR 01 603 AAPT Virtual Data Centre Product Definition.

3. Charges

The Charges are specified in Part 2 of this Agreement.

You acknowledge that other Charges may apply to the Services and include (without limitation) Charges for termination of Individual Services prior to expiry of the Minimum Period for that Individual Service, Charges for withdrawal of a Service, call-out Charges and call-out charges for faults caused or contributed by You or Your End User.

4. Minimum Period

- (a) The Minimum Period for each vDC Link (Private) Service with Point-to-Point Ethernet connectivity ordered under this Service Schedule (each an **Individual Service**) is 12 months commencing from the Service Start Date or such greater period as specified in Your Service Order Form.
- (b) Unless specified otherwise in Your Service Order Form, there is no Minimum Period for each:
 - (i) vDC Link (Private) Service with AAPT e-LAN or IPVPN connectivity;
 - (ii) vDC Link (Public) Service;
 - (iii) vInfrastructure Service; or
 - (iv) vServer Service,ordered under this Service Schedule (each an **Individual Service**). For the avoidance of doubt, You may terminate each Individual Service listed in clause 4(b) above at any time using AAPT Frontier.
- (c) Provisions relating to cancellation of Services by You within the Minimum Period are set out in the Service Agreement.

5. Service Levels

The service levels for the Services are set out in Part 3. Failure to achieve a service level target does not automatically entitle You to a rebate.

6. Additional Terms and Conditions

6.1 Service Updates

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

- (a) if in AAPT's reasonable opinion such a variation or addition is required as a result of a change made by a Third Party Service Provider, in which case AAPT may do so without reference to You;
- (b) if, in AAPT's reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case AAPT may do so at its discretion without reference to You, provided the variation does not result in any material deterioration in the quality of the Service; and
- (c) in any other case, in accordance with the provisions of the Service Agreement.

6.2 Your Responsibilities

- (a) If you access the Service via Point-to-Point Ethernet:
 - (i) You must provide and maintain all cabling from the service demarcation point to Your own equipment; and
 - (ii) You must provide space and power at Your Site (or where relevant You must ensure that Your End User provides space and power at its 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.
- (b) You must pay all Charges resulting from use of the Service, whether authorised by You or not.
- (c) You are responsible for complying with all applicable privacy and data protection laws in connection with your use of the Service.

6.3 Security

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

6.4 Backup

We will use Our reasonable efforts to back-up Your data in accordance with clause 2.2.4 above for disaster recovery purposes. You must ensure that all files are accessible during the time that backup is carried out (as notified to You by AAPT). You acknowledge that data files which cannot be accessed during this period or that are not in a Quiesced State may not be backed up.

6.5 Data Recovery

In the event of a Service failure, We will use our reasonable efforts to recover Your data from Our last known uncorrupted archive. Restored data will be made available for at least 7 days and thereafter may be deleted by Us. We will not be liable for incomplete, out-of-date or corrupted data recovered from Our archives.

6.6 Your Data

- (a) You are responsible for all information, data and material You use, transmit, adapt, display and reproduce using the Service (including hosted content, any data stored using the Service and any software or configuration data you install on the Service) (“Your Data”). You agree to indemnify AAPT and its Third Party Service Providers against any loss, cost, liability or damage incurred in connection with Your Data.
- (b) You agree that We may block access to, remove, amend or alter Your Data:
 - (i) if it breaches Our Acceptable Use Policy;
 - (ii) upon being made aware of any order, judgement, decree, or direction by any relevant authority with legal jurisdiction that Your Data is illegal, offensive, objectionable or in breach of a third party’s rights;
 - (iii) if directed to do so by the Australian Broadcasting Authority under a ‘Take Down Notice’ in accordance with its obligations under the Broadcasting Services Amendment (Online Services) Act 1999 (Cth); or
 - (iv) where AAPT is legally required to so act as a result of a notified infringement of a third party’s intellectual property rights.
- (c) You acknowledge that We do not and cannot in any way supervise, edit or control the nature, content and form of any data, applications or material available to be accessed through use of the Service by You or Your End Users and that We are not responsible in any way for the nature, content and form of that data or material or for those applications, access to that data or material or those applications or use of that data or material or those applications.
- (d) You acknowledge that We will not be responsible for ensuring that any data or material sent or received by means of the Services is sent or received correctly.

6.7 Transition Out

- (a) You acknowledge that, following termination of the Service, Your data will be retained by Us for a minimum period of 30 days. AAPT may delete or destroy Your data at any time after the expiry of this period.
- (b) If requested by You at any time prior to Your data being deleted in accordance with clause 6.7(a), and provided You have paid all Charges due in respect of the Services, We will:
 - (i) make available to You for download a file of Your data; and
 - (ii) provide You with the same level of post-termination data retrieval assistance that we generally make available to Our other customers.

6.8 Licence

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

6.9 Software

- (a) You must not use third party applications in connection with the products You receive in connection with the Service which have licence terms and conditions which conflict with or could cause you to breach the Service Agreement or this Service Schedule.
- (b) Without limiting any other rights, We may terminate Your use of the Service and/or remove any unauthorised software immediately if you fail to comply with clauses 6.9, 6.10, 6.11 or 6.12.

6.10 Additional Terms for Microsoft Software

You acknowledge that the Service enables you to use certain software and documentation supplied by AAPT and owned by Microsoft Corporation or its licensors (collectively, the "Microsoft Software"). The Service does not support customer supplied Microsoft Software and you must select one of our pre-packaged Microsoft Software operating systems for use in connection with the Service. If you choose to use Windows Software operating systems for use in connection with the Service, Microsoft and its licensors require that you agree to the following terms:

- (a) You must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software;
- (b) You must not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law;
- (c) Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Trial Services;

- (d) We are responsible for providing You with technical support in connection with the Trial Service. Microsoft (and its suppliers) will not provide any support for the Trial Service;
- (e) Microsoft does not transfer any ownership rights in the Microsoft Software;
- (f) You acknowledge that You may use the Microsoft Software solely in conjunction with the Trial Service;
- (g) You acknowledge that the Microsoft Software is not fault tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not use the Microsoft Software in any application or situation where the failure of the Microsoft Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (“High Risk Use”). Examples of High Risk Use include, but are not limited to: aircraft or other modes of mass human transport, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or weaponry systems. High Risk Use does not include use of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third party claim arising out of Your use or any End User’s use of the Microsoft Software in connection with any High Risk Use.

6.11 Additional Terms for vServer(LINUX) Services

You acknowledge that the vServer(LINUX) Service enables you to use a Linux operating system, which is a third party free software program (“Linux Software”). If You choose the vServer(LINUX) Service, You agree to the terms of the GNU General Public Licence, a copy of which is available at <http://www.gnu.org/licenses/>.

6.12 Additional Terms for vInfrastructure(VMware) Services

You acknowledge that the vInfrastructure(VMware) Service enables you to use software owned by VMware. If you choose the vInfrastructure(VMWare) Service, You agree to the terms of any applicable VMware End User Licence Agreement, a copy of which is available at <http://www.vmware.com/download/eula>.

6.13 Indemnity

You agree to indemnify, defend and hold Us harmless from all Loss incurred or suffered by Us arising from any claims (including third party claims) or demands against Us where such Loss was caused by any infringement or alleged infringement of any person's Intellectual Property by You when using the Service. The indemnity is reduced to the extent that the Loss is caused by a negligent act by Us.

6.14 Other

We may relocate or alter the servers used to supply the Service at any time. We will use reasonable endeavours to minimise any interruption to the Service caused by such relocation or alteration. We will not be liable for any interruption to the Service caused by relocating or altering servers in accordance with this clause 6.14.

7. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT Network means the core telecommunication network between the Multi-Service Edge Devices owned or operated by AAPT or a Third Party Service Provider.

Act means the Telecommunications Act 1997 (cth).

Attachment Circuit has the meaning given to it in clause 2.2 of this Service Schedule.

Confidential Information means information of a confidential nature whether oral, written or in electronic form, including but not limited to the Agreement, a party's Intellectual Property, operational information, know-how and trade secrets, financial and commercial affairs, contracts, client information and pricing details.

Connectivity has the meaning given to it in clause 2.1 of this Service Schedule.

CPU means Central Processing Unit, measured in GHz.

Data Backup means the temporary duplication of Your live file system level data resident on Your allocated storage area to Our backup infrastructure.

End User means any person who acquires this Service (or part thereof) from You and uses this Service (with or without Your authorisation).

Ethernet Single Access means the interface type that enables a single vDC Link (Private) to be delivered via a single Attachment Circuit.

Ethernet Multi-Service Access means the interface type that enables multiple vDC Link (Private) to be delivered via a single Attachment Circuit each with their own physical customer interface.

Ethernet Trunk Access means the interface type that enables multiple services to be delivered via a single Attachment Circuit:

- (a) An Ethernet Trunk can support multiple services each assigned a unique VLAN ID. You must nominate the VLAN ID.
- (b) Ethernet frames received from You via an Ethernet Trunk with an unrecognized VLAN ID will be dropped. Additionally, untagged Ethernet frames received from You via the Ethernet Trunk will be dropped.
- (c) Ethernet Trunks are provisioned to support the sum of the service bandwidths up to the speed of the interface.

Intellectual Property means any intellectual or industrial property anywhere in the world including, but not limited to, any registered or unregistered copyright, patent, trade mark,

design rights, trade secret or Confidential Information relating to the Service or any licence or other right to use, or to be the registered proprietor of, any of the above.

Individual Service has the meaning given to it in clause 4 of this Service Schedule.

Loss means all losses, damages, liabilities, claims and expenses (including legal fees on a solicitor or client basis).

Multi Service Edge Device means network equipment that supports a wide variety of communication technologies, including IP, Ethernet, MPLS.

NTU means Network Termination Unit, a Site's service demarcation point where an NTU is used is the customer facing port provided on the NTU (which forms part of Our Equipment).

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.

PL/SQL means Procedural Language/Structured Query Language.

Quiesced State means the state of a database that allows only database ("DBA") transactions, queries, fetches, or PL/SQL statements to be performed. Such a state is referred to as a quiesced state, in the sense that no ongoing non-DBA transactions, queries, fetches, or PL/SQL statements are running in the system allowing a backup to be performed.

RAM means Random Access Memory which is used to support the very fast computing operations of an adjacent Central Processing Unit. It is volatile memory meaning all contents are lost when power is removed.

Service means an Individual Service supplied to You under 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.

Storage means allocated hard disk drive space to store Your data to be held within AAPT's vDC.

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.

vCPU means virtual Central Processing Unit, discrete computer engines (also referred to as "threads") which are actual strands of execution within vServer (Solaris) service.

vDC Link (Private) means the logical connection from Your network to AAPT's vDC.

vDC Link (Public) means the logical connection from the public Internet to AAPT's vDC.

vDC or virtual Data Centre means an AAPT managed facility offering AAPT cloud computing services.

vInfrastructure means a VMware based solution comprising CPU and RAM, which together with Storage and Data Backup, provide a cloud based computing environment.

VLAN is a group of hosts with a common set of requirements that communicate as if they were attached to the same broadcast domain, regardless of their physical location.

VLAN ID is a unique Identifier allocated to a VLAN, allowing it be identified within a group of VLANs.

vServer (LINUX) means a LINUX based vServer solution comprising CPU and RAM, which together with Storage and Data Backup, provide a cloud based computing environment.

vServer (Solaris) means a Solaris based vServer solution comprising vCPU and RAM, which together with Storage and Data Backup, provide a cloud based computing environment.

vServer (Windows) means a Microsoft Windows based vServer solution comprising vCPU and RAM, which together with Storage and Data Backup, provide a cloud based computing environment.

Part 2 - Charges

Please refer to the Service Order Form.

Part 3 – Service Levels

Service Levels

The Service Levels have 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 Annexure forms part of, apply to this Annexure. In this Annexure, the following definitions also apply unless the context requires otherwise:

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

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

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

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

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 AAPT Customer Service Desk and the restoration of the Service; or
- (b) between AAPT responding to an alarm on the AAPT Network or an Attachment Circuit and the restoration of the Service.

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

1. Service Attributes

The Service Attributes define the level of service that AAPT aims to supply to You.

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

6. Planned Outage Notification	Notice of any planned maintenance that could cause a service outage.	Notification at least five Business Days in advance either by letter, telephone, fax or e-mail. In the case where emergency maintenance needs to be conducted, AAPT will endeavour to provide at least 24-hours notice. Planned Outages are typically scheduled between the hours of 12:00am and 6:00am.
7. Service Provisioning		Refer to clause 1.1 below.
8. Service Assurance		Refer to clause 1.2 below.

Table 1 – Service Attributes

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) Different Installation Lead Time Targets apply to the separate components of the Service (Connectivity, vInfrastructure and vServer) and are outlined in Table 2, Table 3 and Table 4 below.
- (b) The Installation Lead Time Targets are subject to the ready availability and capacity of relevant infrastructure. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised at the time of Order Acceptance Notification.
- (c) AAPT will use its best endeavours to adhere to the Installation Lead Times Targets. You acknowledge that in some cases AAPT may not be able to meet the Installation Lead Time Targets due to limitations imposed on AAPT by its Third Party Service Providers.
- (d) The Installation Lead Time Targets commence from the date, and time, of the Order Acceptance Notification.
- (e) Failure to achieve the Installation Targets does not entitle You to a rebate.
- (f) For the purposes of Table 2 below:
 “AAPT Access – Ethernet/vDC Link (Private) – Point-to-Point Ethernet – New” means a new Access using AAPT infrastructure is required to deliver the service;
 “AAPT Access – Ethernet/vDC Link (Private) – Point-to-Point Ethernet – Existing” means either an existing Ethernet Trunk Access or an existing Ethernet Multi-Service Access using AAPT infrastructure will be used to deliver the service; and
 “Third Party Access – Ethernet/vDC Link (Private) – Point-to-Point Ethernet” means any Service that is not provisioned using AAPT infrastructure.

vDC Link (Private) - Point-to-Point Ethernet			
	AAPT Access		Third-Party Access
	New	Existing	
Metro	20 Business Days	10 Business Days	30 Business Days
Regional	30 Business Days	15 Business Days	30 Business Days
Rural	N/A	N/A	As advised at time of Order Acceptance Notification

Table 2 – Installation Targets for Connectivity (Point-to-Point Ethernet)

- (g) For Point-to-Point Ethernet: You must be available or You must ensure that Your End User is available for appointments set by Us and/or Our suppliers. In a shared building where access to MDF and riser cables may be required, it is Your responsibility to organise such access prior to the appointment.
- (h) For the purposes of Table 3 below:
 - “vDC Link (Private) – e-LAN” means a new vDC Link (Private) service will be provisioned into your existing e-LAN service;
 - “vDC Link (Private) – IPVPN” means a new vDC Link (Private) service will be provisioned into your existing IPVPN Service.

	vDC Link (Private) – e-LAN vDC Link (Private) – IPVPN	vDC Link (Public)
All vDC locations	15 minutes	15 minutes

Table 3 – Installation Targets for Connectivity (e-LAN, IPVPN, Public Internet)

	vInfrastructure	vServer
All vDC locations	15 minutes	15 minutes

Table 4 – Installation Targets for vInfrastructure / vServer

1.1.2 Modification Targets

- (a) Different Modification Targets apply to the separate components of the Service and are outlined in Table 5, Table 6 and Table 7 below.
- (b) AAPT will use its best endeavours to adhere to the Modification Targets.
- (c) The Modification Targets commence from the time and date of the Order Acceptance Notification.
- (d) Failure to achieve the Modification Targets does not entitle You to a rebate.

Modification	Service over AAPT Access	Service over Third Party Access
Physical Changes, including: <ul style="list-style-type: none"> Service relocation (both within same building and to a new building) Service bandwidth change requiring a change to the physical infrastructure Any other Modification requiring a change to the physical infrastructure 	See installation targets (above)	See installation targets (above)
Logical Changes, including: <ul style="list-style-type: none"> Service relocation between existing Accesses Service bandwidth change not requiring changes to the physical infrastructure (where possible) Any other Modification that does not change to the physical infrastructure 	5 Business Days	See installation targets (above)

Table 5 – Modification Targets for Connectivity (Point-to-Point Ethernet)

Modification	vDC Link (Private) – e-LAN vDC Link (Private) – IPVPN	vDC Link (Public)
Logical Changes	See installation targets (above)	See installation targets (above)

Table 6 – Modification Targets for Connectivity (e-LAN, IPVPN, Public Internet)

Modification	vInfrastructure	vServer
Simple Changes, including: <ul style="list-style-type: none"> vCPU/CPU, RAM upgrade and downgrade Storage Upgrade 	See installation targets (above)	See installation targets (above)
Complex Changes, including: <ul style="list-style-type: none"> Downgrade Storage 	5 Business Days	5 Business Days

Table 7 – Modification Targets for vInfrastructure / vServer

1.2 Service Assurance

1.2.1 Service Availability Targets

- (a) The Service Availability Target is outlined in Table 8 below.

- (b) AAPT will use its best endeavours to adhere to the Availability Target.
- (c) Failure to achieve the Availability Target does not 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.

Availability
99.95%

Table 8 – Availability Targets – Connectivity and Cloud Computing services

1.2.2 Service Restoration Targets

- (a) Different Service Restoration Targets apply to the separate components of the Service and are outlined in Table 9, Table 10 and Table 11 below.
- (b) AAPT will use its best endeavours to adhere to the Service Restoration Targets.
- (c) Service Restoration Targets are the maximum 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.
- (d) Some Non-Interrupted Faults may require monitoring over a time period to effectively diagnose and resolve the problem and this will be advised to You as the fault is investigated.

vDC Link (Private) - Point-to-Point (Ethernet)		
	AAPT Access	Third Party Access
Interrupted Faults		
Metro	4 hours	8 hrs (Ethernet) 12 hrs (Business DSL) 12 hrs (Extended Access)
Regional	Next Business Day	Next Business Day
Rural	N/A	Third Business Day
Non-Interrupted Faults		
All	Second Business Day	Fourth Business Day

Table 9 – Service Restoration Targets for Connectivity (Point-to-Point Ethernet)

	vDC Link (Private) – e-LAN vDC Link (Private) – IPVPN	vDC Link (Public)
Interrupted Faults		
All	1 hour	1 hour
Non-Interrupted Faults		
All	4 hours	4 hours

Table 10 – Service Restoration Targets – Connectivity (e-LAN, IPVPN and Public Internet)

	vInfrastructure / vServer
Interrupted Faults	
All	1 hour
Non-Interrupted Faults	
All	4 hours

Table 11 – Service Restoration Targets – vInfrastructure / vServer

1.2.3 Performance Targets

- (a) Different Performance Targets apply to the separate components of the Service and are outlined in Table 12 and Table 13 below.
- (b) AAPT will use its best endeavours to adhere to the Performance Targets.
- (c) Failure to achieve the Performance Targets does not entitle You to a rebate.
- (d) For the purposes of Table 12, “Edge-to-Edge” means the network connection between the AAPT Multi-Service Edge Device, which is directly connected to You, and AAPT’s virtual Data Centre.
- (e) The performance metrics in Table 13 are measured hourly based on the average of 12 polls taken at 5 minute intervals.

Latency (One Way)	Jitter	Packet Loss
100ms	N/A	0.5%

Table 12 – Performance Targets – Connectivity Edge-to-Edge

Performance Metric	Target
Storage – access (ms)	<30ms

Table 13 – Performance Targets – vInfrastructure / vServer

2. Service Rebates

2.1 Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in clause 2.2 of this Annexure A and in the event of AAPT failing to meet the Service Restoration Targets for AAPT Access for an Interrupted Fault (as set out in Table 9, Table 10 and Table 11), the rebates set out in Table 14 will apply. Failure to achieve any other Service Restoration Target does not entitle You to a rebate.

Number Of Hours Over Stated Restoration Time	Service Restoration Rebate
2 - 4 hrs	5% of the total monthly Charges for the affected vDC Link and any accompanying Attachment Circuit.
> 4 and ≤ 6 hrs	10% of the total monthly Charges for the affected vDC Link and any accompanying Attachment Circuit.
> 6 and ≤ 12 hrs	15% of the total monthly Charges for the affected vDC Link and any accompanying Attachment Circuit.
> 12 hours	20% of the total monthly Charges for the affected vDC Link and any accompanying Attachment Circuit.

Table 14 – Service Restoration Rebates – Connectivity using AAPT Access

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 Site on an AAPT Access which results in a Service being non-operational for 6 hours. The Service Restoration Target for this Site is 4 hours.

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

2.2 Rebate Conditions and Exemptions

2.2.1 Rebate Conditions

The following general conditions apply to Rebates:

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

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

2.2.2 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 or Your End User;
- (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 the Site;
- (e) the Interrupted Fault is directly or indirectly caused by a supplier or as a result of a fault on a supplier's network; or
- (f) the Interrupted Fault is directly or indirectly caused by a Force Majeure Event.