

FASTFIBRE SERVICE SCHEDULE

1 Service Description

1.1 Fibre400/Fibre1000 Service Description

1. Fibre400/Fibre1000 is an access service that enables Ethernet connectivity between an End User's premises and the AAPT Network.
2. Fibre400/Fibre1000 is supplied using fibre optic cabling delivered to a Network Terminating Unit which will be installed within the End User's premises.
3. The maximum bandwidth available at the End User's premises will be 400Mbps for Fibre400 and 1000Mbps for Fibre1000.
4. Fibre400/Fibre1000 coverage is limited to AAPT service areas and AAPT does not guarantee availability.
5. The Network Terminating Unit (which is part of AAPT Equipment) will have Ethernet ports. Each port can be configured separately to acquire different Services from AAPT. Currently, the AAPT Services that can be supplied using Fibre400/Fibre1000 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 Your Account Manager 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 You must sign.

1.2 NTU and Bandwidth

1. As described above, multiple AAPT services can be delivered over the Fibre400/Fibre1000 via a single physical connection, with each service provided with a dedicated vLAN to a service hand off port on the NTU.
2. As part of ordering the Fibre400/Fibre1000 service, You must nominate a bandwidth for each port on the NTU.
3. The maximum aggregate bandwidth across the NTU is 400Mbps for Fibre400 and 1000Mbps for Fibre1000. You may choose to use the maximum aggregate bandwidth on one port on the NTU.

4. Bandwidth allocation can be adjusted subsequently.
5. Within 14 days of the termination of the acquisition of a Fibre400/Fibre1000 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 of \$600 (ex GST) 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:

1. Service Charges are specified in the Service Order Form and will consist of:
 - a. Non-recurring Service Installation Charges;
 - b. Monthly recurring Charges:
 - i. Fibre400/Fibre1000 monthly recurring Charges; and
 - ii. vLAN monthly recurring Charges which will be based on the type of Service supplied over the vLAN.
2. Other charges may apply to the Services including:
 - a. Charges for non-standard installation work; and
 - b. Call out charges which will apply:
 - i. Where You have claimed incorrectly that a fault exists with the Service; or
 - ii. for faults caused or contributed to by You or your End Users;
 - c. Administration charges for service modifications.

2.2 Order Withdrawal Charges

1. If You withdraw an Order for the Service before the Service is available for use, the following Charges apply depending on when the Order is withdrawn. Refer to 2.4 Early termination.

2.3 Other Discount Arrangements

1. 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/Fibre1000 Service.
2. 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/Fibre1000 Service will not count towards the calculation of that spend, discount, rebate or allowance.

2.4 Early Termination

1. The pricing for Fibre400/Fibre1000 has been set based on You acquiring the Service for the full minimum period nominated in the Order. Notwithstanding any other condition contained in the Agreement between You and AAPT, the Service must be acquired for the minimum term specified in the Order (i.e. the Initial Period). Subject to clause 1, relocation and early termination is not available with the Service. If You breach this clause, You must pay to Infoxchange on demand a termination fee that is calculated as 85% of the monthly recurring Charges that would have applied for the balance of the term.
2. If You request and We agree to a relocation of a Service (Original Service) where the:
 - a. relocation is within the same building; or
 - b. 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 1 will be waived, provided that the Initial Period of the relocated Service is the same as the remainder of the Initial Period of the Original Service.

3 Service Levels

The **Service Level Targets** for the Fibre400/Fibre1000 service will depend on the Services that are supplied over the Fibre400/Fibre1000 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:

1. the Service Demarcation Point for that Site is the Ethernet access interface provided on the AAPT NTU;
2. You are responsible for all cabling from the Service Demarcation Point to Your or Your End User's own equipment;
3. You are responsible for connecting Your or Your End User's own equipment to the Service Demarcation Point to obtain connectivity to the Service; and
4. 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:

1. 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

2. 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

1. At each Site:
 - a. You must provide space and power at the Site for the NTU;
 - b. You must ensure that the NTU is not damaged or interfered with in any way.

4.4 Provisioning

1. Fibre400/Fibre1000 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/Fibre1000 site.
2. AAPT will be endeavouring to deliver the Fibre400/Fibre1000 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.
3. Supply of the Fibre400/Fibre1000 Service may be limited by the build costs. The Charges for any building works are based on the information You have provided to AAPT. If that information is inaccurate or an unforeseen event occurs, We may charge You for any additional cost We incur in completing the building works provided that, if reasonably practicable, We notify You of such additional costs before they are incurred and agree them with You. If there are additional costs and you do not agree them, AAPT may cancel the relevant order(s) without penalty.

4.5 Service Limitations

4. Each Fibre400/Fibre1000 access must be delivered to a separate End User location. Customers cannot offer or supply services to multiple End Users from a single Fibre400/Fibre1000 Service.
5. The Service is intended solely for use as a connection between Your End User's premises and the AAPT Network. You must not use the Fibre400/Fibre1000 service for connecting your points of presence or network access points or for interconnecting with other carriers/carriage service providers.
6. AAPT reserves the right to not accept orders for Fibre400/Fibre1000 services and to withdraw the product from the market on 30 days' notice.