

**CONFIDENTIAL**

**Quarter** means a full 3 calendar months based on the financial year (which begins on the first day of July in any calendar year). We will commence monitoring your minimum spend per quarter at the completion of the first 3 calendar month period based on the financial year following the Start Date and each 3 calendar month period thereafter.

**Spend** means the GST exclusive amount of money that we bill you.

## Att 1 to Schedule 4 - Pricing

GWIP	Establishment Charges	For the First Year, Price List attached as Att 2 to Schedule 4 less %
	GWIP establishment charges (including the redundant connection charge, where applicable)	100
	Access Charges	Price List attached as Att 2 to Schedule 4 less %*
	Annual Access charge	40
	Establishment charge	Refer to Price List attached
<b>Conditions:</b>		
<ul style="list-style-type: none"> <li>• The establishment charges above do not include any charges relating to any cabling and any other equipment that is required to connect from the IP MAN Network Boundary Point to your equipment.</li> <li>• *Excludes IP Fast Reroute</li> <li>• No other discounts, special pricing plans or other promotional offers apply.</li> </ul>		

## Att 2 to Schedule 4 - GWIP and Ethernet Campus - Price List

(All prices in this Price List are GST exclusive and current as at 20 January 2014)

GWIP – ESTABLISHMENT CHARGES		
	12 months	24 months
GWIP – CBD, Metro, Urban & Regional	\$37,500	\$7,500
Ethernet Campus	\$12,500	\$2,500
Bandwidth upgrade		\$1,000 per access
Fully Redundant (CBD & Metro only)		\$10,000 per access service
Dual Site Diverse Access (CBD & Metro only)		\$10,000 per access service
IP Fast Reroute		\$100 per redundancy pair
GWIP Trunk Port		\$3,600 Per Access

BANDWIDTH CHANGE
\$100.00

The GWIP access tariffs provide State wide connectivity; GWIP services in different States must be connected via either a MAN/WAN Interconnect or IP MAN Wide Area Port.

All GWIP pricing is subject to feasibility study and priced on application.

GWIP & ETHERNET CAMPUS – STANDARD ANNUAL ACCESS CHARGES						
Access Bandwidth	GWIP				Ethernet Campus	
	CBD & Metro		Urban & Regional			
	Data Transfer	DCoS	Data Transfer	DCoS		
2 Mbit/s	\$17,772	\$19,548	\$37,728	\$41,496	\$17,772	
4 Mbit/s	\$19,176	\$21,096	\$40,704	\$44,772	\$19,176	
10 Mbit/s	\$23,388	\$25,716	\$49,644	\$54,600	\$23,388	
20 Mbit/s	\$30,396	\$33,432	\$64,524	\$70,980	\$26,424	
50 Mbit/s	\$43,020	\$47,328	\$91,332	\$100,464	\$27,588	
100 Mbit/s	\$56,112	\$61,728	\$119,136	\$131,040	\$28,992	
200 Mbit/s	\$72,948	\$80,244	N/A	N/A	\$30,636	
400 Mbit/s	\$94,932	\$104,424	N/A	N/A	\$32,964	
600 Mbit/s	\$110,832	\$121,908	N/A	N/A	\$34,368	
800 Mbit/s	\$123,696	\$136,056	N/A	N/A	\$35,772	
1000 Mbit/s	\$134,448	\$147,888	N/A	N/A	\$36,948	

Note: Additional Connection and rental charges apply for additional Redundancy.

No Bandwidth on Demand feature available for GWIP or Ethernet Campus.

<b>GWIP – REDUNDANT PATH</b>		
<b>Access Bandwidth</b>	<b>CBD &amp; Metro</b>	<b>Regional</b>
n/a	\$15,000	n/a

**Note:** Access bandwidth and features of the redundant path are provisioned as per the primary access service.

<b>ANNUAL SITE SERVICE RENTAL – GWIP DUAL SITE DIVERSE ACCESS</b>		
<b>CBD &amp; Metro Zone</b>		
<b>Site Access Bandwidth</b>	<b>Data Transfer</b>	<b>DCoS</b>
2Mbps	\$19,015	\$20,915
4Mbps	\$20,515	\$22,565
10Mbps	\$25,020	\$27,520
20Mbps	\$32,525	\$35,775
50Mbps	\$46,035	\$50,640
100Mbps	\$60,045	\$66,050
200Mbps	\$78,060	\$85,865
400Mbps	\$101,575	\$111,735
600Mbps	\$118,590	\$130,450
800Mbps	\$132,350	\$145,685
1000Mbps	\$143,860	\$158,245

<b>IP FAST REROUTE – ANNUAL RENTAL CHARGES</b>		
Per redundancy pair		\$1,260

<b>GWIP TRUNK PORT – ANNUAL RENTAL CHARGE</b>		
Per Access		\$3,600

<b>ANNUAL INTERCONNECTION CHARGE</b>		
POA		

All other charges in connection with your GWIP or Ethernet Campus service that aren't set out in this Price List are priced on application.

## Att 3 to Schedule 4 - GWIP and Ethernet Campus Service Terms

### 1 GENERAL

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- 1.1 This Service Schedule (including this Attachment) sets out the terms on which we agree to supply GWIP and Ethernet Campus to you.
- 1.2 Clause references in this Attachment refer to clauses within this Attachment unless stated otherwise.

### 2 SERVICES

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- 2.1 Each "Service" provided under this Attachment is either:
  - (a) a GWIP Service, as described in clause 3; or
  - (b) an Ethernet Campus Service, as described in clause 4.
- 2.2 Each Service includes a Network Connection, as described in clause 5.
- 2.3 Each Service is installed at a particular Site. Subject to a feasibility study by us, there may be more than one Service installed at a particular Site.
- 2.4 We will notify you and provide you with the details of your Service when that Service has been installed, connected and tested to our reasonable satisfaction.
- 2.5 Each Service commences on the Commissioning Date and continues for the Initial Period for that Service.
- 2.6 The charges for the Services are those charges set out or referred to in this Service Schedule.
- 2.7 The charges and discounts set out in this Service Schedule apply for a Service from the beginning of the next billing cycle following the Commissioning Date of that Service unless otherwise set out in this Service Schedule.
- 2.8 For the avoidance of doubt, you may:
  - (a) order GWIP Services without ordering any Ethernet Campus Services; or
  - (b) order Ethernet Campus Services without ordering any GWIP Services.

### 3 GWIP

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#### SERVICE DESCRIPTION

- 3.1 GWIP is an Internet protocol ("IP") networking product that is designed to operate at the Layer 3 (Network Layer) level of the Open System Interconnection reference model.
- 3.2 Your GWIP Services are delivered using our Core Network. We will configure a Virtual Private Network that consists of all your GWIP Services.
- 3.3 If you wish to interconnect your Sites in different States, then you must obtain, at an additional cost, a Telstra IP WAN port (that we will notify to you at that time) in each such State. For example, if you have a Site in New South Wales and a Site in Victoria and you wish to interconnect your Sites in those two States, then you will need to obtain two Telstra IP WAN ports, one for each of Victoria and New South Wales.

#### AVAILABILITY

- 3.4 Subject to a feasibility study by us, GWIP Services are available in all Metro and Regional areas.

- 3.5 Each GWIP Service must be connected to a GWIP Network Point of Presence (**PoP**). Whether a Site can be connected to a particular GWIP Network PoP is subject to a feasibility study by us.

#### IP ADDRESSING

- 3.6 The GWIP Service does not include an allocation of IP addresses. You must acquire all IP addresses to be used with your GWIP Service.
- 3.7 You are responsible for allocating the IP addresses used between the Provider Edge Router and the Customer Edge Router.
- 3.8 Both public and private IP address ranges can be supported provided that the IP address of each device that is connected to the same VPN remains unique. You are responsible for ensuring that the IP address of each device connected to the VPN is unique.

#### ROUTING

- 3.9 The GWIP Service supports both static and dynamic routing between the Provider Edge Router and the Customer Edge Router.
- 3.10 You can apply for IP Fast Reroute as an optional feature with your GWIP Fully Redundant, Dual Diverse, Dual Non Diverse or 2 Single Network Connections. IP Fast Reroute aims to provide faster failover from the primary to the secondary path. IP Fast Reroute is not available with your Ethernet Campus Service.
- 3.11 To apply for, and continue to use, IP Fast Reroute, you must at all times ensure that your:
- (a) customer edge router supports rapid failover detection; and
  - (b) equipment is compatible with IP Fast Reroute.
- 3.12 We can accept or reject your application for IP Fast Reroute at our choice.

## 4 ETHERNET CAMPUS

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#### SERVICE DESCRIPTION

- 4.1 The Ethernet Campus Service is a Local Area Networking (**LAN**) product. The Ethernet Campus Service operates at Layer 2 (**Data Link Layer**) of the Open System Interconnection reference model.
- 4.2 The Ethernet Campus Service enables you to build an Ethernet-based Virtual LAN (**VLAN**) around a GWIP Network PoP. The Ethernet Campus Service supports both point-to-point and multi-point network topologies.
- 4.3 Ethernet Campus Sites connect to the GWIP Network PoP via Layer 2 Ethernet links. Ethernet Campus Sites located on the same VLAN must be connected to the same GWIP Network PoP.

#### AVAILABILITY

- 4.4 Subject to a feasibility study by us, Ethernet Campus Services are available in all Regional areas.
- 4.5 You acknowledge that an Ethernet Campus Service can only be installed where a GWIP Network PoP has been deployed. Ethernet Campus Services must be located within 10km (maximum fibre distance) of a GWIP Network PoP.

## 5 NETWORK CONNECTION

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#### NETWORK CONNECTION OPTION

- 5.1 GWIP and Ethernet Campus both support a number of different Network Connection options:

- (a) Single Network Connection;
  - (b) Dual Non Diverse Network Connection;
  - (c) Dual Diverse Network Connection;
  - (d) Dual Site Diverse Network Connection; and
  - (e) Fully Redundant Network Connection.
- 5.2 If your Site is in a Regional area, then we do not guarantee that we will be able to connect each Network Connection from that Site to different exchanges.
- 5.3 You acknowledge that the Network Connection option we provide at a particular Site is subject to a feasibility study by us.

#### **NETWORK TERMINATION UNIT (NTU)**

- 5.4 Each Network Connection includes one or more Network Termination Units (NTU). The type of NTU to be used will be determined by us during the feasibility study.
- 5.5 You acknowledge that:
- (a) you must provide an adequate cabinet or rack space to house the NTU, or acquire a cabinet from us for an additional fee;
  - (b) you must provide an AC power point at a location that is no more than 1 metre away from the NTU;
  - (c) for any of your Services that have a Fully Redundant Network Connection, you agree to provide a second cabinet or rack space to house the second (redundant) NTU.

#### **ACCESS BANDWIDTH**

- 5.6 The maximum Access Bandwidth that is available at a particular Site is subject to:
- (a) the location of the Site (as set out in the Access Bandwidth Availability table below);
  - (b) the Port Type in use at that Site (as set out in Port Type table above); and
  - (c) a feasibility study by us.

<b>Access Bandwidth (Mbps)</b>	<b>ACCESS BANDWIDTH AVAILABILITY</b>		
	<b>GWIP</b>	<b>Ethernet Campus</b>	<b>Regional</b>
Metro	Regional	Regional	
2	x	x	x
4	x	x	x
10	x	x	x
20	x	x	x
50	x	x	x
100	x	x	x
200	x		x
400	x		x

600	x		x
800	x		x
1000	x		x

- 5.7 Subject to availability, the initial Access Bandwidth for each Service will be agreed by the parties at the time when that Service is first ordered by you.
- 5.8 Subject to clause 5.8, you may request a change to the Access Bandwidth for a Service by submitting an Access Bandwidth change request to us. For any such request:
- (a) we will investigate the feasibility of providing the requested change;
  - (b) assuming the requested change is feasible, we will advise you of the Access Bandwidth Charges and other charges relating to the provision of the Service at the requested Access Bandwidth; and
  - (c) if you accept the charges referred to in clause (b), we will implement the request within the time agreed by the parties.
- 5.9 You acknowledge and agree that we will not accept any request to decrease the initial Access Bandwidth for a Service during the Initial Period.
- 5.10 For the avoidance of doubt, bandwidth on demand functionality where you can submit Access Bandwidth change requests to us via an online tool is not available with the Services.

## **6 MULTICAST VPN (GWIP SERVICES ONLY)**

### **DESCRIPTION**

- 6.1 Multicast VPN is a feature that conserves the bandwidth of your IP VPN for the carriage of single streams of information from one or more Source Services to multiple active Receiver Services simultaneously.
- 6.2 This feature uses standard routing protocols to direct the information stream from the Source Services to the Receiver Services.
- 6.3 The tracking of active and inactive Receiver Services is based on reports and queries between the Telstra Provider Edge (**PE**) routers and the Receiver Service Customer Edge (**CE**) router.
- 6.4 We will set a limit on the amount of bandwidth that can be used at any one time by your GWIP Service to send Multicast traffic. This limit will apply even if the total amount of access bandwidth for your GWIP Service exceeds that limit. The remaining bandwidth can still be used to send and receive Unicast traffic.

### **AVAILABILITY**

- 6.5 You must first establish a VPN in order to utilise Multicast VPN. Multicast VPN is currently only available as a feature of the GWIP Service.
- 6.6 You do not have to select a dynamic Class of Service with your GWIP Service in order to send or receive Multicast traffic. However, depending on your service performance requirements and the different types of data traffic you wish to carry, we may recommend that you consider selecting a dynamic Class of Service.

## **7 CHARGES**

### **GENERAL**

- 7.1 You agree to pay the applicable charges for the Services as set out or referred to in the Service Schedule. Unless otherwise stated, all charges set out in this Service Schedule are exclusive of GST.

- 7.2 Establishment Charges are payable one month in advance.
- 7.3 Annual Access and Rental Charges are payable in advance in equal monthly installments.
- 7.4 Where applicable:
  - (a) Annual Interconnection Charges apply from the date of implementation in the Telstra billing system, and are payable in advance in equal monthly installments; and
  - (b) Multicast VPN Charges are payable in advance in equal monthly installments.

#### **ENTERPRISE WORKS**

- 7.5 You may request us to perform Enterprise Works so that Service(s) can be accessed at a specified location.
- 7.6 You acknowledge that we will only perform the requested Enterprise Works where:
  - (a) we are satisfied that the work is necessary to provide Service(s) to you;
  - (b) we have completed a feasibility study, and are satisfied as to the commercial value of the work;
  - (c) you have agreed to pay a contribution to cover our capital costs associated with the work; and
  - (d) you have entered into an Enterprise Works Agreement setting out the specific terms and conditions upon which we will perform Enterprise Works.

#### **COMMERCIAL WORKS**

- 7.7 We may highlight the requirement for supplementary Commercial Works to enable the delivery of the Service to you. We will, at your request, provide you with a quotation for such Commercial Works at our then commercial rates. You acknowledge that such Commercial Works will need to be performed before you can receive the Service.

#### **EXCLUSIONS**

- 7.8 There are certain restrictions as set out in this clause 7.8 that apply if you obtain Services in both Canberra and Sydney. If you ask us to provide Services to Sites in:
  - (a) Canberra; and
  - (b) Sydney,

then you must nominate, and we will designate, either Canberra or Sydney (but not both) (the "Nominated City") as the Metro zone for the purposes of the fees and charges in respect of the Services at that Nominated City.

For example, if you nominate (and we designate) Sydney as the Metro zone in respect of a Service, then we will charge you the Metro fees and charges for the relevant Service at your Sites in Sydney, and the Regional fees and charges for the relevant Service at your Sites in Canberra.

## **8 CABLING**

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- 8.1 You must provide all cabling and any other equipment that is required to connect the GWIP Service Delivery Point to your equipment.
- 8.2 If you ask us to provide you with cabling or cabling upgrades to connect from the GWIP Service Delivery Point to your equipment, then we will give you an estimate of the fees and charges for the relevant work (including the cost of supplying you with cabling). We will only commence the work (including supplying

you with cabling) if you agree with our estimate.

- 8.3 You must ensure that, and we are not required to connect the Service unless, all of your cabling and your equipment meets minimum technical requirements determined by the Australian Communications & Media Authority ("ACMA"), and that all your cabling has been installed by a registered cabling service provider.

## **9 NTU LOCATION**

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- 9.1 The standard location for our NTU at your site is the building communications room or the Main Distribution Frame Room ("MDF Room"), where this exists. We deliver the GWIP Service to this location.
- 9.2 For your GWIP Fully Redundant Network Connection, you can ask us to provide you with a separate NTU at an alternative location at your site. If we agree to your request, we'll charge you the additional cost of extending cabling beyond the standard service delivery point. We confirm these charges on request.
- 9.3 If there's a suitable NTU in a communications room or MDF Room at your site but you ask us to terminate your GWIP Service on a NTU located in another place at your site, additional charges apply, which we confirm on request. If you ask us to do this, you must do so at the time you order your GWIP service.
- 9.4 We charge you for providing and installing cabling to your site beyond the standard service delivery point on a POA basis.

## **10 HELPDESK**

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- 10.1 Where you experience technical problems with your Services, you may contact the IP Solutions Helpdesk on 1800 467 889 (or such other number we notify to you from time to time). The IP Solutions Helpdesk is available 24 hours a day, 7 days a week, 365 days a year.

## **11 EARLY TERMINATION FEE**

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- 11.1 If you cancel a Service before the end of the Initial Period for that Service, or terminate this Service Schedule, then you must pay us an Early Termination Fee for each cancelled or terminated Service calculated in accordance with clause 3 of this Service Schedule.

## **12 ADDITIONAL SERVICES**

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- 12.1 Our obligation to provide Additional Services is subject to us carrying out a feasibility study in relation to that Service and the Site to which that Service is to be provided and being satisfied that our existing cabling infrastructure is capable of providing the Service to the Site without the need for us to upgrade that infrastructure.
- 12.2 You acknowledge that the feasibility study will determine the exact location of the Site and the telecommunication services which can be provided to that Site. Accordingly, if your proposed Site is not available, we will discuss alternative telecommunication services which may be provided to your proposed Site.

## **13 SERVICE LEVELS**

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- 13.1 The Service Levels available for the Services are set out in Annexure 1.
- 13.2 The Service Levels set out in Annexure 1 are indicative targets only. We will not be liable to you (whether in contract, tort, including negligence, or otherwise) for any failure to meet those targets other than as set out in Annexure 1.

## **14 SPECIAL CONDITIONS**

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### **PROVISIONING**

- 14.1 You acknowledge that we have the discretion to determine the method, means and timing of the