

installation, construction and commissioning of the Services to the Sites.

IP ADDRESSES

- 14.2 We may, as a condition of providing the Service(s) to you, require you to provide us with IP addresses from within a certain block agreed between the parties ("Your Supplied IP Addresses");
- 14.3 You grant to us a non-exclusive, non-transferable, revocable licence to use Your Supplied IP Addresses for the purpose of providing the Service(s) to you; and
- 14.4 Our licence to use Your Supplied IP Addresses terminates immediately upon the earlier of:
 - (a) termination or expiration of the Agreement;
 - (b) cancellation of the Service(s); or
 - (c) us ceasing to provide the Service(s).
- 14.5 If you use Your Supplied IP Addresses for a Service, you must use Your Supplied IP Addresses for all interfaces associated with the use of that Service.
- 14.6 You must give us at least 30 days' prior written notice of any change in Your Supplied IP Addresses.

MISCELLANEOUS

- 14.7 You may not resell any of the Services, in whole or in part, to any third party.

15 GENERAL ACKNOWLEDGMENTS AND OBLIGATIONS

- 15.1 You acknowledge that:
 - (a) the choices of bandwidth which we offer to a particular Site and the technical means by which we supply the Service is entirely at our discretion;
 - (b) we do not commit to supply the Service(s) at all times or without any outage, fault or delay; and
 - (c) we do not connect any equipment that is used to provide the Services to an uninterruptible power supply.
- 15.2 You acknowledge that the availability of a Service may vary depending on:
 - (a) geographic and technical capability of our network and delivery systems at the time at which the Service is requested and delivered; and
 - (b) availability of suitable network infrastructure at the time at which the Service is requested or delivered.
- 15.3 You must provide us with all reasonable assistance (including access to your Sites and systems) to enable us to meet our obligations. You must take all safety precautions reasonably necessary to ensure the safe and proper performance by us of all work at your Sites.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 If we have designed or design your Service(s), then all intellectual property rights connected with the design of your Service(s), including without limitation any intellectual property rights relating to:
 - (a) network diagrams; and
 - (b) management IP addresses,

remain with us at all times, and all information relating to the design of your Service(s), including without limitation the information identified in paragraphs (a) to (b), is confidential information of us for the purposes of this Agreement.

17 DEFINITIONS

- 17.1 In this Agreement unless otherwise indicated:

Access Bandwidth means, in respect of a Service, the rate at which data can be transmitted to the network.

Additional Services means any Services ordered by you under this Service Schedule other than the Initial Services.

Commercial Works means, in respect of the delivery of the Service, the additional customised work that is required to provide the Service to you, and includes the capital works (for example trenching and ducts work) from the property boundary point to the property entry point and all work beyond the GWIP Service Delivery Point (where we normally allow a maximum of 7 metres from the GWIP Service Delivery Point to the NTU).

Commissioning Date means the date you receive the notice referred to in clause 2.4

Core Network means the Telstra IP Solutions Core Network but does not include any of the following:

- (a) Ports;
- (b) NTUs; and
- (c) fibre connections.

Customer Edge (CE) Router means a router located at a Site, provided and configured by you.

Enterprise Works means any work that we will undertake, at our discretion, to extend the public network infrastructure that we own for the benefit of an individual customer.

Ethernet Campus Site means a Site where an Ethernet Campus Service has been commissioned.

Exchange means a Telstra building where equipment is located in order to provide a Service.

Fibre Access Point means a point on Telstra's existing telecommunications network to which a cable may be connected including a manhole, pit or pole.

GWIP Network Point of Presence (PoP) means, in respect of the Service, the network access point located in an Exchange.

GWIP Service Delivery Point means the customer-side Port on the NTU at a Site to which a GWIP or Ethernet Campus Service is to be provided to you.

GWIP Site means a Site where a GWIP Service has been commissioned.

Initial Services means the initial set of Services ordered by you on the date of execution of this Service Schedule.

Metro means one of the following cities: Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin and Brisbane.

NTU means a Network Termination Unit and is a Telstra network device, which can be either a switch or an Optical Media Converter (OMC), which supports one or more of your ports, each port providing a

network boundary and/or service delivery demarcation point. The ports on an NTU may support more than one Virtual Private Network (VPN).

Port means one of the Port Types described in the Service Details.

Provider Edge (PE) Router means a router located at a GWIP Network PoP, provided and configured by us.

Receiver Service is any service that receives the information stream from the Source Service.

Regional means those areas covered by our digital network infrastructure that are outside the Metro areas.

Service has the meaning given to it in clause 2.1.

Shared Access Switch is a switch device which can support multiple ports for more than one customer, where each port provides a network boundary demarcation point.

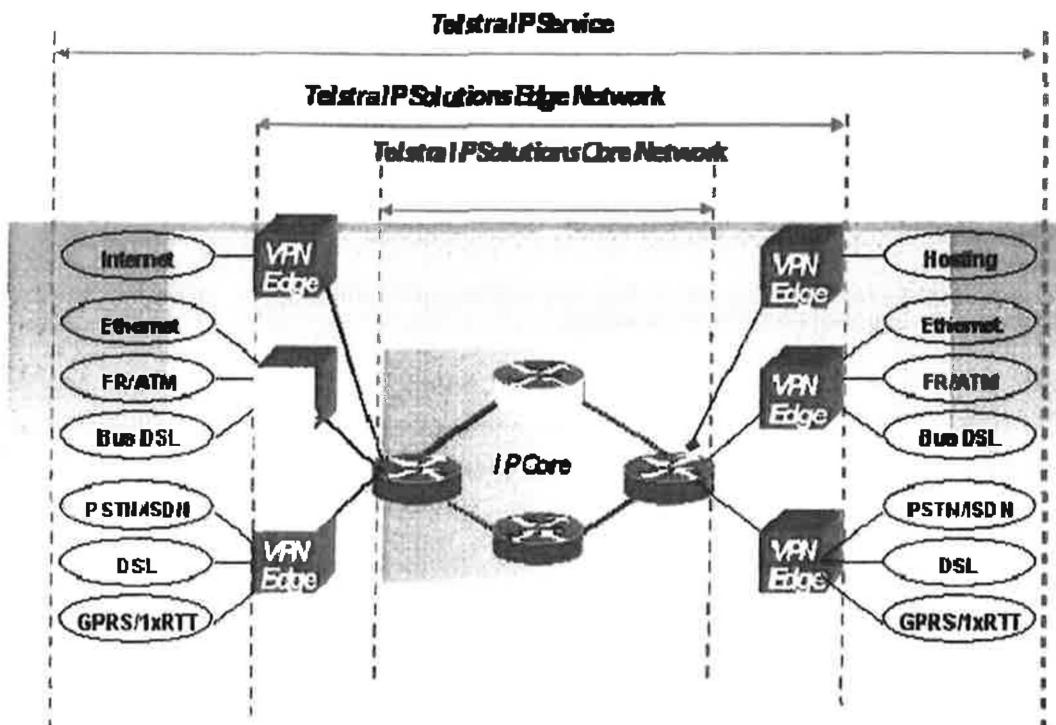
Site means in relation to a Service, any land, building, structure or vessel which is owned, leased or occupied by you to which the Service is to be provided.

Source Service is the service that sends the information stream.

State means a state or territory within Australia.

Telstra IP Solutions Core Network means our core transmission links and backbone routers.

Telstra IP Solutions Edge Network means our IP Solutions Core Network and our virtual private network edge devices.



ANNEXURE 1 TO ATTACHMENT 3 – SERVICE LEVELS AND ASSURANCE

1 PROVISIONING

GENERAL

- 1.1 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 1.2 The provisions of the remainder of this Annexure 1 are in addition to the rights and remedies you may have under the Australian Consumer Law or other laws.
- 1.3 You are responsible for the costs associated with claiming under this Annexure 1.
- 1.4 You acknowledge that the Standard Provisioning Times set out in this clause are subject to a feasibility study by us.
- 1.5 The Standard Provisioning Time is a minimum timeframe you can reasonably expect per installation and activation of your Service, provided there is sufficient network infrastructure in place.
- 1.6 We will confirm the Standard Provisioning Time upon application by you.
- 1.7 The Standard Provisioning Time will begin one day after our acceptance of an accurate and complete order for a Service.

GWIP

- 1.8 The target Standard Provisioning Time for GWIP services will be:
 - (a) 20 Business Days of your request in Metro areas; and
 - (b) 40 Business Days of your request in Regional areas.

ETHERNET CAMPUS

- 1.9 The target Standard Provisioning Time for Ethernet Campus services will be 40 Business Days of your request in Regional areas.

2 PERFORMANCE

GENERAL DESCRIPTION

- 2.1 The performance service levels are:
 - (a) Network Availability of the Core Network; and
 - (b) Service Availability of the Service(s).

NETWORK AVAILABILITY

- 2.2 Network Availability of the Core Network is calculated using the following formula:

$$\text{Network availability} = ((\text{HPY} - \text{OT}) / (\text{HPY} - \text{EO})) \times 100$$

where:

HPY = the number of hours in the Year.

OT = the number of Outage Hours for the Core Network in the Year.

EO = the number of Outage Hours for the Core Network in the Year during which any of the Exclusion Events applies.

- 2.3 The Network Availability performance service levels are:

NETWORK	NETWORK AVAILABILITY
Core Network	99.999%

- 2.4 Network Availability is measured over a 12 month period.

SERVICE AVAILABILITY

- 2.5 Service Availability is calculated using the following formula:

$$\text{Service Availability} = ((\text{HPY} - \text{OT}) / (\text{HPY} - \text{EO})) \times 100$$

where:

HPY = the number of hours in the Year.

OT = the number of Outage Hours in the Year for the Service.

EO = the number of Outage Hours in the Year for the Service during which any of the Exclusion Events applies.

- 2.6 The Service Availability performance service levels are:

Zone / Service Assurance Option	SERVICE AVAILABILITY			
	Single	Dual Non-Diverse	Dual Diverse	Fully Redundant
Urban	N/A	N/A	N/A	N/A
With Express 2 plus	N/A	N/A	N/A	99.980%
With Express 4 plus	N/A	N/A	N/A	99.980%
With Express 6 plus	N/A	N/A	N/A	99.980%
With Express 8 plus	99.800%	99.900%	99.950%	99.980%
Business Plus	99.800%	99.900%	99.950%	99.980%
Major Rural	99.500%	99.750%	99.800%	N/A
Minor Rural	99.500%	99.750%	99.800%	N/A
Remote	99.250%	99.500%	N/A	N/A

- 2.7 Service Availability is measured for each Service over a 12 month period.

3 CLASS OF SERVICE (GWIP SERVICE ONLY)

GENERAL

- 3.1 The GWIP Service provides optional support for Class of Service (CoS). For the avoidance of doubt, Ethernet Campus does not support CoS.
- 3.2 The CoS Categories, in order of highest to lowest priority, are:
 - (a) Multimedia CoS;
 - (b) Interactive CoS; and
 - (c) Data Transfer CoS.
- 3.3 If you have selected CoS but your traffic does not include CoS information, that traffic will be prioritised by us. We may apply any priority to that traffic.
- 3.4 If you have not selected CoS with your GWIP service, we will treat all traffic as Data Transfer CoS.

YOUR OBLIGATIONS

- 3.5 If you have selected CoS, you must implement the following within your network:
 - (a) classification and marking - you must classify and mark outgoing IP packets according to your business policy on application priorities; and
 - (b) traffic shaping and egress queuing based on subscribed rate - you must implement your own traffic shaping and priority queuing at the Customer Edge Router.

PACKET LOSS RATIO

- 3.6 The Packet Loss Ratio is the percentage of packets lost when traffic travels through the IP Solutions Edge Network.
- 3.7 We measure the admitted committed traffic (packets) into the IP Solutions Edge Network and the delivered committed traffic (packets) out of the IP Solutions Edge Network over a monthly period. We calculate a number of sample Packet Loss Ratios based upon the results of each measurement using the following formula:

Packet Loss Ratio (%) = ((B – A) / B)) x 100

where:

A = the delivered committed traffic (packets) out of the IP Solutions Edge Network.

B = the admitted committed traffic (packets) into the IP Solutions Edge Network.

- 3.8 The target Packet Loss Ratio for each CoS Class is shown in the table below. Our target is that the specified percentage (e.g. 99.99% for Multimedia CoS) of the samples will have a Packet Loss Ratio less than or equal to the value set out below for the relevant CoS class.

TARGET PACKET LOSS RATIO	
CoS Category	Packet Loss Ratio (%)
Multimedia	99.99%
Interactive	99.90%

Data Transfer	99.00%
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ROUND TRIP TRANSIT DELAY

- 3.9 The Round Trip Transit Delay ("RTTD") is a measure of the average time taken for a 64 byte IP packet to traverse any two given nodes within the IP Solutions Edge Network.
- 3.10 The RTTD does not include ingress/egress queuing and blocking delays as the effect of these parameters varies based on the bandwidth of your Ports.
- 3.11 Our target is that 99% of the samples will have a RTTD of less than or equal to the target RTTD for the relevant service as set out in the table below:

TARGET RTTD	
CoS Category	Target RTTD(ms)
Multimedia	20
Interactive	20
Data Transfer	35

PACKET DELAY VARIATION

- 3.12 The "Packet Delay Variation" is the deviation or displacement in phased timing (RTTD timing) within the IP Solutions Edge Network.
- 3.13 A sample packet delay variation is calculated by deducting the minimum measured RTTD time over a one hour period from the maximum measured RTTD time over the same one hour period. Ingress and egress queuing and blocking delays are not included as the effect of these parameters varies based on the bandwidth of your Ports.
- 3.14 The Packet Delay Variation is the average sample Packet Delay Variation for the relevant measurement period.
- 3.15 Our target is that 99% of the samples will have a Packet Delay Variation of less than or equal to the value set out below for the relevant service. For example: if a Packet Delay Variation of 2 ms applies, our target is that 99% of the samples will have a packet delay variation of less than or equal to 2 ms.

CLASS OF SERVICE	PACKET DELAY VARIATION (MAXIMUM MILLISECONDS)
Static – data transfer	10
Dynamic	
- Multimedia	2
- Interactive	5
- Data transfer	10

4 SERVICE ASSURANCE

SCOPE

- 4.1 Service assurance levels cover:

- (a) Response Times; and
- (b) Restoration Targets.

4.2 We use reasonable commercial efforts to meet the service assurance levels.

RESPONSE TIME

4.3 Our "Response Time" is the period commencing when a valid service fault report is received by us and ending on the first to occur of:

- (a) when we tell you that the fault has been identified by remote diagnostics and that work has commenced to identify the fault;
- (b) when we tell you that a Site visit is required; or
- (c) when one of our representatives attends the site.

We exclude any hours during that period that are outside the Coverage Period.

RESTORATION TARGET

4.4 Our "Restoration Time" is the period commencing when a valid service fault report is received by us and ending on the first to occur of:

- (a) the service is returned to full working order; or
- (b) a temporary repair is performed which allows the service to be used.

We exclude any hours during that period, which are outside the Coverage Period.

4.5 A "Status Report" is:

- (a) advice that the relevant Service difficulty has been identified as our responsibility by remote diagnostics and action has commenced to resolve it;
- (b) advice that a site visit is required; or
- (c) advice regarding the progress on correcting the relevant Service difficulty and the likely time at which the difficulty will be resolved.

4.6 A "Follow Up Report" is a report detailing the outcome of a fault correction.

SERVICE ASSURANCE LEVELS

4.7 Service assurance levels apply from the GWIP or the Ethernet Campus Service Delivery Point.

4.8 The standard service assurance that we will provide with no additional cost for the Service is Business Plus with the features set out in the table below:

STANDARD SERVICE ASSURANCE					
Standard service assurance level	Coverage Period	Response Time	Restoration Target		
			Urban Area	Major and Minor Rural Area	Remote Area
Business Plus	24 hours, 7 days per week	1 hour	12 hours	36 hours	60 hours

(incl. public holidays)				
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- 4.9 You acknowledge that the above Restoration Target is not available for Ethernet Campus in Urban Areas.
- 4.10 You can upgrade the standard service assurance level for your GWIP Service by requesting an enhanced service assurance. You may request an enhanced service assurance level by completing an application form. If we approve your upgrade request we will provide the service at an additional charge.
- 4.11 The enhanced service assurance levels that are available for your GWIP Service in Urban Areas only are set out below:

ENHANCED SERVICE ASSURANCE OPTIONS				
Customer Select Assurance Options	Coverage Hours (Including Public Holidays)	Status Report	Restoration Target	Follow up Report
Express 8 plus	24 hours, 7 days per week	60 mins	8 hours	120 mins
Express 6 plus	24 hours, 7 days per week	30 mins	6 hours	90 mins
Express 4 plus	24 hours, 7 days per week	15 mins	4 hours	60 mins
Express 2 plus	24 hours, 7 days per week	15 mins	2 hours	60 mins

- 4.12 Enhanced service assurance levels with shorter Restoration Targets than Express 8 and Express 8 plus are only available if your Sites are connected using a GWIP Fully Redundant Network Connection.
- 4.13 Enhanced service assurance levels for GWIP are only available in Urban Areas.
- 4.14 There are no enhanced service assurance levels available for Ethernet Campus.

5 REBATES

- 5.1 If we fail to meet a Restoration Target for a Service, then you are entitled to a service rebate as set out in the table below:

SERVICE ASSURANCE LEVEL	SERVICE REBATE
For standard	20% of the monthly charge for one month's Access Bandwidth charge in respect of the relevant Service for each complete hour that we exceed the Restoration Target. The maximum service rebate we will give you in a month is capped at the one month's Access Bandwidth charge in respect of the relevant Service for the month in which we failed to meet the Restoration Target.
For an enhanced service assurance option	20% of one month's Access Bandwidth charge for each complete hour that we fail to meet the Restoration Target. The maximum service rebate we will give you in a month is capped at one month's Access Bandwidth charge in respect of the relevant Service for the month in which we failed to meet the Restoration Target. plus 50% of the annual charge for the enhanced service assurance option. The maximum service rebate we will give you in a year is capped at the annual

[redacted] charge for the enhanced service assurance option you have obtained.

- 5.2 You must claim any service rebates to which you are entitled within 90 days of first becoming aware of the entitlement.
- 5.3 All performance service levels other than Restoration Targets are indicative of our targets.
- 5.4 If we give you a service rebate, then we will not give you any other rebates.
- 5.5 The service rebate is your only remedy for us failing to meet a Restoration Target.
- 5.6 To claim a service rebate, you must provide the following details to a member of our fault account management team, or to one of our sales representatives, within two months of the original fault report:
 - (a) your name and address;
 - (b) the relevant Telstra account number and service number;
 - (c) the relevant fault reference number; and
 - (d) the reason for dissatisfaction.
- 5.7 If there is a dispute about whether we have failed to meet a restoration target, then our decision is final.

6 REPORTING

- 6.1 We will provide you with monthly reports as set out in this clause 6 of Annexure 1.
- 6.2 We may change the content or the format of the monthly reports by notice to you from time to time, including changing the:
 - (a) content of the sections as set out in clause 6.3 of Annexure 1; and
 - (b) type of Summary Reports as set out in clause 6.4 of Annexure 1.
- 6.3 The reports are grouped into 4 sections:
 - (a) Summary Reports;
 - (b) Top Ten Reports;
 - (c) Element Details; and
 - (d) Supplemental Reports.
- 6.4 Summary Reports include the following displays:
 - (a) Total Network Volume: the report that shows the total traffic volume for the group of elements in that report;
 - (b) Average Network Volume by Day: the report that allows you to compare traffic volume during the period of the report against the average weekly traffic volumes during a defined baseline period;
 - (c) Average Health Index by Day: the report that shows you the performance of the entire set of elements in the report for each day; and
 - (d) Situations to Watch: the report that identifies various conditions with an element in the report.