

Superloop Internet Service Schedule

This Service Schedule forms part of the Agreement between You and Superloop.

1. Service Description

1.1 General

Superloop's Internet Service (**Service**) provides You with connectivity to the Internet. The Service is available at set bandwidth options ranging from 10Mbps to 10Gbps (bandwidth greater than 1Gbps is subject to SQ).

1.2 Features

The Service includes:

- (a) A layer 3 Service at the Bandwidth specified In the Service Order; and
- (b) A router or modem (optional).

1.3 IP Addresses

- (a) You may elect to use Superloop supplied internet protocol (**IP**) addresses which will be of type IPv4, unless otherwise stated.
- (b) Your right to use Superloop supplied IP addresses ceases on termination of the Agreement, cancellation of the Service or where Superloop ceases to provide the Service to You.
- (c) Superloop reserves the right to change any Superloop supplied IP addresses allocated to You on at least 7 days' notice or immediately if an urgent change is required in order to maintain Network availability or to correct a Fault.

2. Provision of Services

2.1 Infrastructure and Capacity check

All quotes are subject to a check of Superloop's infrastructure and capacity constraints. If the check indicates that there would be a requirement for additional infrastructure, capacity, or cost, Superloop may cancel any existing quote and issue a replacement. This replacement quote may also propose a Feasibility Study under clause 2.2.

2.2 Feasibility Study

Some locations require a Feasibility Study to accurately determine Charges. Where You request a Feasibility Study or Superloop requires one to be done:

- (a) You must pay the applicable Feasibility Study Charge. If You do not agree to the Feasibility Study Charge, You will not be able to progress the Service Order.
- (b) In some cases, Superloop may refund the Feasibility Study Charge to You where You order the Service within the validity period of the study. If this condition applies, it will be stated in the applicable Service Order.
- (c) If the result of the Feasibility Study is that additional infrastructure is required for Superloop to provision the Service, Superloop will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Service Order will terminate. Note, in this scenario, the Feasibility Study Charge is not refundable to the Customer by Superloop.

2.3 Third Party Fees and Charges

For Services Superloop orders through any Third Party Network:

- (a) there may be an upfront build charge or cost which You will be required to pay (**Build Charge**). This Build Charge may be adjusted higher if the Third Party Network Supplier determines that the actual cost they will incur is higher. In this event, You will have 5 Business Days to accept the new Charges or the Service Order will be terminated by Superloop. You agree that if You proceed, Superloop will pass on the additional Build Charge to You.

2.4 Early Cancellation Fees

If the Service is cancelled by You prior to the completion of provisioning, Superloop will pass on associated costs and fees to You and may also charge an administration fee to cover internal costs.

2.5 Provisioning

- (a) Superloop will provision the Service to the Site by terminating the Service with Superloop demarcation Equipment. Superloop will provision the Service by the RFS Date in accordance with Good Industry Practice.
- (b) Where a Third Party Network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.
- (c) You acknowledge a battery backup unit is not always provided and cannot be requested from Superloop by You.

2.6 Site access

- (a) Superloop will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Superloop supplies the Service.
- (b) Superloop's obligation under clause 2.6(a) does not extend to:
 - (i) entering into licence agreements with property owners, managers, or occupiers;
 - (ii) paying licence fees for the installation of its infrastructure;
 - (iii) litigating to enforce its rights as a telecommunications carrier under relevant legislation (**Carrier Rights**); or
 - (iv) referring objections to the exercise of its Carrier Rights to any Regulator.

2.7 Network Access Points

The Network Access Point in respect of each Site where Superloop supplies a Service will be at Superloop's demarcation point inside the Site.

2.8 Handover of Services

Superloop will test the Service and give You written notice that the Service is now available to You.

2.9 Acceptance Testing

Upon receipt of a notice from Superloop under clause 2.8, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- (a) You notifying Superloop that the Service is accepted;
- (b) expiry of the 14-day testing period without notifying Superloop of any failure of the Service to meet the Service Levels; or
- (c) You commence using the Service for a purpose other than acceptance testing.

If You notify Superloop of a failure of the Service to meet the Service Levels, Superloop will rectify the fault and re-test the Service and repeat the steps in clauses 2.8 to this clause 2.9.

3. Your obligations

3.1 Address information

- (a) You must provide accurate and complete Site address information to Superloop for use in qualifying each Service. You will be liable for any costs incurred by Superloop due to any incorrect, false or misleading information You provide.

- (b) If You change the Site prior to the delivery of the Service, You must pay Superloop's reasonable costs and fees (if any) arising from the change of Site.

3.2 Responsibility for Interconnection

- (a) You are responsible for procuring and installing (at Your own cost) any Customer Equipment necessary to connect Your network infrastructure to the Network Access Point.
- (b) In circumstances where You are unable to procure and install the Customer Equipment, You may request that Superloop do so on Your behalf. You agree to pay Superloop the costs associated with the equipment and its installation and acknowledge that such equipment is deemed Customer Equipment for the purposes of the Agreement.

3.3 Rack space

You must supply at least 2 rack units of space in a cabinet at the Network Access Point to accommodate Superloop Equipment, unless otherwise agreed with Superloop.

3.4 Power

- (a) The supply of power to equipment installed at the demarcation point is Your responsibility and must meet any relevant local laws, regulations and standards.
- (b) You must not use extension cords in relation to equipment installed at the Network Access Point. Superloop does not recommend that any other items with a high-power draw be connected to the same power board as telecommunications equipment.
- (c) Superloop recommends the use of a power conditioner or Uninterruptible Power Supply (**UPS**).
- (d) Superloop will not be liable for any disruption to the Service caused or materially contributed to by the failure of or type of power supply.
- (e) Transients on or changes in supply of the mains voltage must not exceed:
 - (i) Transients $\pm 7\%$ of the nominal 230 volts AC (phase to neutral);
 - (ii) Changes in supply $\pm 50\%$ of the nominal 230 volts AC (phase to neutral);
 - (iii) a duration of 10 milli-seconds; or
 - (iv) one occurrence in a 10 second window.

3.5 Heating/cooling

You are responsible for ensuring that the Network Access Point temperature and humidity is within the following parameters:

- (a) temperature is between 15 to 35 Celsius; and
- (b) relative humidity is between 20% to 80%.

3.6 Fair Use Policy

- (a) You acknowledge that Services provided using NBN as a Third Party Network are subject to the relevant NBN Fair Use Policy (**Fair Use Policy**) which is accessible by this link: <https://www.nbnco.com.au/sell-nbn-services/supply-agreements/wba>
- (b) You acknowledge that NBN may take action, or request that Customers take action, against Services that are in breach of the Fair Use Policy.
- (c) You will undertake any action required by Superloop and/or NBN to adhere to this Fair Use Policy.

4. Access

4.1 Access

The Service will be provided to You using one of the following access types, as set out in the Service Order:

- (a) Superloop's **On-Net Network**, including:

- (i) Superloop Fibre;
 - (ii) Superloop Fixed Wireless; or
 - (iii) Super Port.
- (b) A **Third Party Network**, including:
 - (i) NBN TC4;
 - (ii) NBN Enterprise Ethernet; or
 - (iii) Any other network organised by Superloop to supply Your Service.

Services provided using NBN TC4 will be best-efforts bandwidth only.

4.2 NBN Enterprise Ethernet

4.2.1 Class of Service (CoS):

If the Service is accessed using NBN Enterprise Ethernet then that Service is available at 3 Class of Service levels:

- (a) CoS-High: CIR data only;
- (b) CoS-Medium: 1:3 CIR:EIR data; or
- (c) CoS-Low: EIR data only.

The level of service will be set out in the applicable Service Order.

4.2.2 Traffic Shaping:

For Services supplied without any Superloop modem or router, You will need to ensure the traffic leaving the End User router (**Egress**) and entering NBN NTD is shaped accordingly. The traffic shaping is required to comply with this specification: The Layer 2 Information Rate is as per ordered bandwidth, plus the Committed Burst Size (CBS) for each CIR specification is set at 10ms. The Excess Burst Size (EBS) for each EIR specification is set at 10ms.

5. Maintenance

5.1 Planned Outage Periods

Superloop will, wherever reasonably practical in the circumstances, give You at least 5 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

5.2 Minimise Disruption

Superloop will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

6. Faults and Fault Tickets

6.1 Reporting Faults

You must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

6.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix				
Impact	Urgency			
	Critical Entire business affected	High Widespread business impact	Medium VIP or small user impact	Low Single user
Critical Critical site or business service offline Complete interruption of Services at multiple sites	P1	P2	P2	P3
High Significantly reduced performance of critical sites or business services Single site offline	P2	P2	P3	P3
Medium Single site degraded Secondary service degraded or offline Permanent solution or workaround is available to restore the functionality of the Service	P2	P3	P3	P4
Low No Impact	P3	P3	P4	P4

6.3 Fault Tickets

Upon being notified of a suspected Fault by You and receiving a Fault report from You, the Help Desk will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to You.

6.4 Closure of Fault Tickets

When Superloop has remedied a Fault, it will notify You that the Fault Ticket is “closed”.

6.5 Faults reported in error

If You report a Fault to the Help Desk in circumstances where the Service Disruption is not due to a Fault within the Network (for example where unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by You, You will bear the cost of Superloop investigating the reported Fault.

6.6 Fault restoration

Superloop will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target set out below.

The following table details the Fault Restoration Targets for Services supplied using an On-Net Network access type:

Fault	Response	Restoration Target
P1	15 minutes	4 hours
P2	30 minutes	6 hours
P3	4 hours (during business hours)	2 Business Days
P4	8 hours (during business hours)	3 Business Days
Service Request	2 Business Days	Negotiable

For services using NBN TC4 or equivalent as an access, best-efforts will apply. For all other services using a Third Party Network, Superloop will apply the NBN Service Levels as detailed in the NBN Enterprise Ethernet Service Schedule accessible by this link: <https://www.nbnco.com.au/sell-nbn-services/supply-agreements>

6.7 Information updates

During the Remedy Period, the Help Desk will, in response to a request from You, provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Superloop.

7. Service credits

7.1 Service credits

Subject to the Service credit conditions listed in clause 7.2 and in the event of Superloop failing to meet the Service Availability Target, the following Service credits will apply.

	Service Availability Target (Subject to change by Third Party Network suppliers)	Service Credit
Superloop Fibre and Super Port	99.95%	For each 0.5% below the Service Availability Target, 5% of the monthly recurring Charge for the Affected Service
Superloop Fixed Wireless	99.7%	For each 0.5% below the Service Availability Target, 5% of the monthly recurring Charge for the Affected Service
Third Party Network - nbn Enterprise Ethernet	99.95%	Superloop will pass through to You any service credits provided by the Third Party Network supplier for the Affected Service (Please note the Service Availability Target of the Third Party Network supplier is determined by that supplier and is subject to change)
Other Third Party Networks	99.5%	Superloop will pass through to You any service credits provided by the Third Party Network supplier for the Affected Service (Please note the Service Availability Target of the Third Party Network supplier is determined by that supplier and is subject to change)

7.2 Service credit conditions

The following conditions apply to Service credits:

- Service credits are not available for Excluded Services or Services in Excluded Areas;
- Service credits apply from the first full calendar month that the eligible Service is operational;
- where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- You must apply for the credit by contacting the Help Desk and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- the maximum Service credit available for each eligible Service in any month will not exceed 50% of the total monthly Charges for that eligible Service in that month.

8. Changes

8.1 Relocations

- (a) In the event You require a relocation of a Service to a new Site, You must make a written request to Superloop in a manner nominated by Superloop. You acknowledge that not all Services can be relocated.
- (b) Superloop will respond to Your request and advise, in its absolute discretion, You whether the Service can be relocated.
- (c) Where the Service can be relocated, one-time Charges may apply as well as a change to the monthly Charges.

8.2 Upgrades

You may at any time make a written request in a manner nominated by Superloop to upgrade the bandwidth of the Service. You acknowledge that one-time Charges and additional monthly Charges may apply.

8.3 Service Order

If You make a request under clauses 8.1 or 8.2 which is accepted by Superloop, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Service Order which, upon execution, will replace the previous Service Order.

8.4 Variations

Without limiting Superloop's rights under any other clause of the Agreement, Superloop may on written notice to You:

- (a) vary this Service Schedule (excluding the Charges) at any time by giving You 20 Business Days' Notice; or
- (b) vary this Service Schedule or a Service Order immediately (excluding the Charges) if a Third Party's supply terms or agreement with Superloop is varied, terminated or replaced and as a result of that variation, termination or replacement, Superloop considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

9. Defined terms

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning, unless the context otherwise requires:

Agreement means the agreement entered into by Superloop and You (incorporating a Master Services Agreement, this Service Schedule and the Service Orders) in relation to the supply of Services by Superloop to You.

Agreed Coverage Period means 24 hours a day, 7 days a week, 52 weeks a year.

Class of Service (CoS) means the class of service order by You and provided by NBN (applicable to Services accessed by NBN Enterprise Ethernet).

Committed Information Rate (CIR) means the information rate which the NBN Co Network is committed to transfer for a particular link under normal conditions, as described in the NBN Enterprise Ethernet Product Technical Specifications (applicable to Services accessed by NBN Enterprise Ethernet).

Customer Equipment means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not provided by Superloop.

Customer Network means any network used by You, which may interact with the Service and is not provided by Superloop as part of the Service.

Excess Information Rate (EIR) means the additional information rate, above the CIR, which the NBN Co Network is providing on a best-efforts basis, as described in the NBN Enterprise Ethernet Product Technical Specifications (applicable to Services accessed by NBN Enterprise Ethernet).

Excluded areas means any area that cannot reasonably be accessed by road, where alternative transport is required.

Excluded Services refers to any Customer Network or Services which are qualified in a Service Order as being excluded.

Excused Downtime means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' due to:

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment or any Customer Network;
- (d) Superloop suspending the Service in accordance with the Agreement;

- (e) a Fault that arises and is resolved within a Planned Outage Period;
- (f) You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Service Order; or
- (g) a Force Majeure Event.

Fault has the meaning given in clause 6.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- (b) the failure of multiple Services over a single Fibre or device is treated as a single Fault.

Fault Restoration Target refers to the targets set out in clause 6.6.

Fault Ticket has the meaning given in clause 6.3.

Feasibility Study refers to a service qualification or Site survey performed by Superloop or a Superloop supplier.

Feasibility Study Charge means the Charge for the Feasibility Study as set out in a Service Order or communicated to You in writing.

Fibre means the optical fibre cable used to provide Services.

Good Industry Practice means the practice of a reasonable and prudent operator in the same business as the party required to comply with good industry practice.

Help Desk means a service offered by Superloop accessed by a telephone number or email address, as advised by Superloop from time to time, which may be used to convey potential fault information to Superloop.

IPv4 means the fourth version of the IP.

NBN means NBN Co Limited (ACN 136 533 741).

Network Access Point has the meaning given by clause 2.7.

Planned Outage Periods means the period during which Superloop, or a party on behalf of Superloop, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- (a) installation of infrastructure;
- (b) maintenance requirements (including scheduled maintenance);
- (c) infrastructure upgrades; and
- (d) Network relocation.

Remedy Period means the period that:

- (a) commences on the earlier of when the Fault is reported to the Help Desk; and
- (b) ends when the Fault is remedied.

RFS Date means the requested date for delivery of a Network Access Point, as specified in the relevant Service Order.

Service Availability is calculated each month as Uptime divided by (the number of minutes in the month, less Excused Downtime), expressed as a percentage.

Service Availability Target has the meaning given at clause 7.1.

Service Qualification (SQ) means a system by which Superloop and nbn determine whether a particular address is serviceable at the desired speed.

Site means each of Your physical premises, including Facilities, located at the site addresses specified in the Service Order.

Super Port is a port hand off in a Facility where Superloop has a network presence.

UPS or Uninterruptible Power Supply means an electrical apparatus that provides emergency power to a load when the input power source or mains power source fails.

Uptime means the number of minutes in each month where the link state of the Service is 'up', rounded to the nearest minute.