

Superloop IP WAN

Service Schedule

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

1. Service Description

1.1 General

- (a) The Service provides You with connectivity between Sites where data is transmitted via an Access Circuit into the IP WAN.
- (b) Each Access Circuit will be delivered at the speed specified in the Service Order, between the Superloop Network and the Sites.
- (c) Where specified in the Service Order, multiple Access Circuits can be delivered at a single Site in order to provide redundancy.
- (d) The Service is delivered as either a managed or self-managed Service as specified in the Service Order.

1.2 Managed Service

The managed Service includes:

- (a) the provision of a Router, and may include a switch where Superloop provides you with a Hosted PBX Voice Service;
- (b) all initial and ongoing configuration of Superloop Equipment;
- (c) shipping of Superloop Equipment to the Site for installation by You, where applicable;
- (d) post-installation testing of the Superloop Equipment;
- (e) ongoing backup and storage of Superloop Equipment configuration information; and
- (f) ongoing software upgrades to the Superloop Equipment as needed and determined by Superloop.

1.3 Self-Managed Service

- (a) You are responsible for the supply, management and monitoring of the Layer 3 networking equipment if You order a self-managed Service.
- (b) The self-managed Service includes:
 - (i) all initial and ongoing configuration of Superloop Equipment;
 - (ii) shipping of Superloop Equipment to the Site for installation by You, where applicable;
 - (iii) post-installation testing of the Superloop Equipment;
 - (iv) ongoing software upgrades to the Superloop Equipment as needed and determined by Superloop.

1.4 Managed Firewall

- (a) Managed firewall services are available for the managed Service only.
- (b) The managed firewall includes:
 - (i) the provision of a Firewall;
 - (ii) all initial and ongoing configuration of Superloop Equipment;
 - (iii) shipping of Superloop Equipment to Your location for installation by You, where applicable;
 - (iv) post-installation testing of the Superloop Equipment;
 - (v) ongoing backup and storage of Superloop Equipment configuration information; and
 - (vi) ongoing software upgrades to the Superloop Equipment as needed and determined by Superloop.

1.5 Cloud Connect

- (a) Superloop's Cloud Connect Service allows You to connect to multiple cloud providers using a layer 3 Service (**Cloud Connect**).
- (b) Superloop will endeavour to provide the Cloud Connect to You at the speed that is specified in the Service Order. You acknowledge that:
 - (i) the performance of Cloud Connect is subject to the service provided by the Third Party cloud provider which is outside of Superloop's control;
 - (ii) where the speed of Cloud Connect specified in the Service Order is lower than the speed used by the Third Party cloud provider, data frames may be dropped at ingress to the Superloop Network;
 - (iii) Superloop may use a Third Party intermediate network (for example an ethernet exchange) to provide Cloud Connect;
 - (iv) If You elect to use Cloud Connect, You are responsible for initiating the engagement, and maintaining the relationship with the relevant Third Party cloud providers; and
 - (v) Superloop will only be liable for the connection up to the Superloop demarcation point that connects to Third Party cloud providers. Superloop will not be liable in any way for any acts or omissions related to or in connection with Third Party cloud providers or their services.

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

- (a) Where You request a Feasibility Study or Superloop requires one to be done, You must pay the applicable Feasibility Study Charge.
- (b) Superloop will refund the Feasibility Study Charge to You where:
 - (i) You order the Service within the validity period of the study;
 - (ii) Superloop notifies You of the results of the Feasibility Study and You confirm that You wish to proceed with the Service Order for the Service; or
 - (iii) Superloop completes the provisioning of the Service without notifying You of the results of the Feasibility Study.
- (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. Superloop may invoice You for any reasonable provisioning costs Superloop has incurred up to the date of termination of the Service

Order.

2.3 NBN pass through of fees and charges

- (a) For Services Superloop orders through the NBN:
 - (i) 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 retrospectively by NBN if they determine that the actual cost they will incur is higher. You agree that if NBN passes on a higher Build Charge to Superloop, Superloop may pass it onto You; or
 - (ii) there may be a deferred build charge or cost agreed by Superloop and NBN which is divided by the total number of Sites (**Premise Amount**). You agree that if a Service is cancelled, Superloop may pass onto you the relevant Premise Amount cost, which is usually but not always: 10% of the Premise Amount during the planning phase, 30% of the Premise Amount during the design phase, and 85% of the Premise Amount during the build or pre-delivery phase.

2.4 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) Where the Third Party's network is operated by NBN, You acknowledge that there may not be a battery backup unit at a Site and that Superloop may provide its consent to NBN with respect to the absence of such a unit.

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 may 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 Provisioning

- (a) In order for Superloop to provision the Service, You must install and maintain any cabling between Superloop Equipment and Customer Equipment.
- (b) In circumstances where You are unable to procure and install such cabling, You may request that Superloop do so on Your behalf. You agree to pay Superloop the costs associated with the cabling and its installation and acknowledge that such cabling is deemed Customer Equipment for the purposes of the Agreement.

3.3 Superloop Equipment

You must ensure that any Superloop Equipment is maintained in good working order, is located in an environmentally controlled location and is secure.

3.4 Self-Managed Service

You are responsible for the supply, management and monitoring of the Layer 3 networking equipment if You order a self-managed Service.

4. Access

4.1 Access

The Service may be accessed by using:

- (a) Fibre;

- (b) Superloop fixed wireless;
- (c) Super Port; **OR**
- (d) a Third Party network.

4.2 NBN Access Service

- (a) If the access service is NBN enterprise ethernet then that service is available at 3 levels:
 - (i) CoS-High: CIR data only;
 - (ii) CoS-Medium: 1:3 CIR:EIR data; **OR**,
 - (iii) CoS-Low: EIR data only.
- (b) The level of service will be set out in the applicable Service Order.

4.3 Meanings

In this clause, the following words have the following meanings:

COS means the class of service provided by NBN.

- (a) **CIR** or Committed Information Rate means the information transfer 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.
- (b) **EIR** or Excess Information Rate means the rate or allowance for burstable bandwidth above the CIR.

5. Maintenance

5.1 Planned Outage Periods

Superloop will, wherever reasonably practical in the circumstances, give You at least 10 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	Urgency			
Impact	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	P1	P2	P3
High Significantly reduced performance of critical sites or business services Single site offline	P1	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 your own equipment) or the Fault is due to damage caused by You, You will bear the cost of Superloop sending contractors to investigate 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.

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

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 for a Site, the following Service credits will apply.

Service Availability (excluding Excluded Services)	Incremental deviation from Service Availability	Service Credit for first increment	Service Credit for subsequent increments
99.50%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service

7.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits are not available for Excluded Services;
- (b) Service credits apply from the first full calendar month that the eligible Service is operational;
- (c) 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);
- (d) 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;
- (e) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (f) 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 location, 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, a once-off fee may apply as well as a change to the 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 a once-off upgrade fee 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 by Third Parties

Without limiting Superloop's rights under any other clause of the Agreement, Superloop may on written notice to You vary this Service Schedule or a Service Order (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:

Access Circuit is a transmission circuit that connects the Site to the Network using Superloop Fibre, fixed wireless or a Third Party network (including NBN access).

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.

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.

Excluded Services refers to Services provided via Third Party 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;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Superloop suspending the Service in accordance with the Agreement;
- (e) a Planned Outage Period; OR
- (e) 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.

Fibre means the optical fibre cable used to provide Services.

Facility means each data centre where Superloop will provide the Service, as listed in the relevant Service Order.

Fault Restoration Target has the meaning given in clause 6.6.

Fault Ticket has the meaning given in clause 6.3.

Feasibility Study refers to a service qualification or Site survey.

Feasibility Study Charge means the Charge for the Feasibility Study as set out in a Service Order.

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.

Hosted PBX Voice Service has the meaning given to it in the Superloop Voice Service Schedule.

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

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, or when Superloop otherwise becomes aware of the Fault; and
- (b) ends when the Fault is remedied.

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

Router means the router which Superloop provides to You as part of the managed Service.

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 means the IP WAN service as described in clause 1 and specified in a Service Order.

Service Availability Target has the meaning given at clause 7.1.

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.

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