

Superloop NBN Ethernet Service Schedule

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

1. Service Description

1.1 NBN Ethernet Backhaul (Service)

The Service comprises multiple layer 2 point-to-point ethernet service between NBN POIs and Superloop POPs within the same Australian State as either 10G/40G/100G. The demarcation between NBN and Superloop at the NBN POI may be in the form of:

- (a) NNI – where You order an NNI directly from NBN and pay NBN's charges. Superloop will provide the Service from the NNI at the NBN POI to the designated Superloop POP. You are responsible for ordering and managing the CVC and AVC from NBN, as well as the OVC if you are procuring enterprise ethernet from NBN.
- (b) V-NNI – where You order an NNI Link of the requisite backhaul bandwidth from Superloop and Superloop provides the NNI Link and allocates You S-Tags. You are responsible for ordering and managing the CVC and AVC from NBN. Where You wish to use this Service for NBN enterprise ethernet, You must nominate a specific S-Tag from the Superloop allocated S-Tags for each enterprise ethernet OVC.

1.2 NBN E-NNI Extension

Where You require the Service to be extended from a Superloop POP to a Facility, Superloop will use either Fibre and/or an Ethernet Service from the Superloop POP to the Facility. In either case, the applicable Service Schedules for those services will apply to Superloop's provision of those 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 Service Order Acceptance

Upon acceptance by Superloop of a Service Order and subject to You meeting your responsibilities under this clause, Superloop will provide the Service to You between the NBN POI and Superloop POP by the RFS Date.

2.4 NBN POI Interface - NNI

You are responsible (at Your cost) for:

- (a) ordering from NBN an NNI to be provisioned at the NBN POI;
- (b) ordering and managing the provisioning of the CVC and AVC from NBN;
- (c) ordering and managing the provisioning of the enterprise ethernet OVC from NBN; and
- (d) arranging all cross-connects between the NNI and Superloop equipment.

2.5 NBN POI Interface – V-NNI

- (a) Superloop is responsible for ordering and provisioning an NNI from NBN, which Superloop will use to create NNI Links of the required backhaul bandwidth. Superloop will allocate You S Tags. You must nominate a specific S-Tag from the Superloop allocated S-Tags for each enterprise ethernet OVC
- (b) Upon the completion of Superloop's obligations at paragraph (a), You are responsible (at Your cost) for
 - (i) ordering from NBN a V-NNI to be provisioned;
 - (ii) ordering and managing the provisioning of the CVC and AVC from NBN; and
 - (iii) ordering and managing the provisioning of the enterprise ethernet OVC from NBN.

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 a 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 Network protection

You must not (and must ensure that Your personnel, End Users and End User personnel must not) do any act, or fail to do any act which does, will, or is reasonably likely to, damage, degrade, deteriorate or interfere with the operation or performance of:

- (a) the NBN Network or Network;
- (b) the Services offered by Superloop, NBN or any other person over the NBN Network or Network; or
- (c) the network, system, equipment or facilities of NBN and Superloop or any other person who uses the NBN Network or Network.

3.3 Notify of damage

You must promptly notify, and ensure that any relevant End Users promptly notify Superloop upon becoming aware of any damage to the NBN Network or Network.

3.4 Directions

You must comply with, and ensure that Your personnel, End Users and their personnel comply with any directions, instructions, policies or procedures notified to You from time to time in respect of the Service, the NBN Network, or the Network. Without limiting the foregoing, the instructions, policies and procedures may relate to:

- (a) Your or an End User's use of the Service;

- (b) protecting the integrity of the NBN Network or Network;
- (c) protecting the health and safety of any person; **and**
- (d) ensuring the quality of any other product or service supplied or capable of being supplied by Superloop or NBN.

3.5 Your systems

You are responsible for:

- (a) the safe operation of Your network, systems, Customer Equipment and facilities; and
- (b) dimensioning Your network, systems, Customer Equipment and facilities appropriately **to** avoid any performance degradation.

3.6 Restriction

You must not resell the Service to any third parties. For the avoidance of doubt, You are not prevented from supplying the services You provide over the Service.

3.7 NBN charges

You are responsible for any charges imposed by NBN to provide enterprise ethernet services to Your End-User premises. Superloop does not guarantee the availability of enterprise ethernet at Your End-User premises.

4. Access

4.1 NBN POIs

You acknowledge that NBN may at its discretion upgrade, relocate, close or replace any of the NBN POIs.

4.2 Requests for a Service

You acknowledge that Superloop may refuse Your request for a Service at its discretion for, but not limited to, the following reasons:

- (a) with respect to any ENNI extension, the Service does not pass the Service Qualification or otherwise meet the requirements set out in the Superloop documentation; or
- (b) capacity interference, technical capability or other technical issues will affect the NBN Network or Network as a result of implementation of the Service.

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				
Impact	Urgency			
	Critical Entire business affected	High Wide spread 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 Your 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	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

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 – Ethernet Outage

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 Target	Availability	Downtime	Service credit
100% - 99.90%		0 – 43 mins, 50 secs	0%
99.90% - 99.5%		43 mins, 50 secs – 3hrs, 36 mins	10% of the monthly recurring Charge for the affected Service
99.5% - 98.5%		3 hrs, 36 mins – 10 hrs, 48 mins	20% of the monthly recurring Charge for the affected Service
> 98.5%		> 10 hrs, 48 mins	50% of the monthly recurring Charge for the affected Service

7.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits apply from the first full calendar month that the eligible Service is operational;
- (b) 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);
- (c) 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;
- (d) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (e) 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, 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 if the NBN Supply Terms or any agreement, arrangement, understanding with a relevant supplier 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 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 Virtual Circuit (AVC) means the NBN circuit used to connect End Users.

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.

Connectivity Virtual Circuit (CVC) means the aggregation of AVCs at each NBN POI.

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.

End User means Your customer.

E-NNI refers to the external network to network interface.

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 (including cross-connect cables used by You to connect to the Services);
- (d) Superloop suspending the Service in accordance with the Agreement;
- (e) a Fault that arises and is resolved within a Planned Outage Period; **Or**
- (f) You exceed 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 means the Service does not meet the target availability other than 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 6.1, 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.

Facility means each building to where Superloop will extend the Service to from the Superloop POP, as listed in the relevant Service Order.

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.

Fibre means the optical fibre cable used to provide Services. **Fault Restoration Target** has the meaning given in clause 6.2. **Fault Ticket** has the meaning given in clause 6.3.

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.

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

NBN Network has the meaning given to it in the NBN Supply Terms.

NBN Supply Terms means the terms and conditions in connection with the supply of services by NBN to Superloop or its Affiliates, as published in NBN's 'Wholesale Broadband Agreement' (and associated documents) (WBA) and made available from time to time by NBN on its website. Where multiple versions of NBN's WBA apply at the same time, Superloop will, on request, notify You which version applies to Superloop.

Network means the telecommunications network operated by Superloop, its Affiliates or by third parties pursuant to arrangements with Superloop or its Affiliates.

Network to Network Interface (NNI) means the interface at the NBN POI which acts as the point of demarcation between NBN and Superloop which is illustrated at Schedule 1.

NNI refers to a network-to-network interface.

NNI Bearers means the physical interface or port provisioned on NBN equipment at the NBN POI.

NNI Link means the virtual link that is configured by Superloop for You. Superloop will nominate a set of S Tags and make them available to the NNI Link.

Operator Virtual Circuit (OVC) means the NBN enterprise ethernet circuit used to connect End Users.

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.

Point of Interconnection (POI) means a point of interconnection between the NBN Network, Your network and the Network.

Point of Presence (POP) means the points on the Network that are closest to NBN POIs.

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 a Service, as specified in the relevant Service Order.

RSP means retail services provider which is the NBN terminology for You as Superloop's customer.

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 Qualification means the analysis carried out by Superloop, NBN or a relevant supplier to determine whether a Service can be provided or can continue to be provided.

Site means each of Your physical premises or a Facility located at the site addresses specified in the Service Order.

S Tag is an abbreviation of the Service VLAN tag and refers to the Institute of Electrical and Electronics Engineers (IEEE) 802.1ad standard of using a VLAN tag in combination with a Customer VLAN Tag (C Tag).

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

Virtual NNI (V-NNI) has the properties of the NNI Link including the S Tags that were nominated when the NNI Link was created. Only one V-NNI can be associated with an NNI Link.

VLAN means a virtual local area network.

Schedule 1 – NNI Diagram

