

## INTERNET AND DATA SERVICE TERMS

- (1) Fuse Technology Pty Ltd (ABN 94 169 422 655), whose registered office is at Level 9, 420 George Street, Sydney, NSW 2000 and trading as "Fuse Technology".
- (2) Fuse Technology is engaged in the business of providing Services in relation to Information and Communications Technology services.
- (3) the Company (**You**) wishes to engage Fuse Technology to provide Services, subject to the terms and conditions outlined in the Fuse Technology Master Terms located at <http://www.fusetechology.com.au/master-terms>, and herein (the Agreement).
- (4) Fuse Technology may add new Services to, or remove Services from, the list of Services from time to time. You may request from your Account Manager a current list of the Services.

### PART 1 – SERVICE DESCRIPTION

#### 1. BUSINESS IP-LINE SERVICE DESCRIPTION

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##### 1.1 Service Description

Business IP-Line Service (the "Service") provides You with dedicated connectivity to the Internet. The Service allows You to have access to the Internet based on TCP/IP protocol via the Carrier Network. The Service consists of the following components:

- (a) **Attachment Circuit:** The Attachment Circuit is an access circuit that provides a physical connection from Your network to the Carrier Network. The Attachment Circuit may be provisioned via Fuse Technology owned infrastructure or Third Party infrastructure.
- (b) **IP-Line Link:** The IP-Line Link provides a logical connection from Your network to the Carrier Network at speeds of up to 10Gbps depending on the available infrastructure at the Site.
- (c) **Internet Connection:** The IP-Line Link is connected to an IP interface within the Carrier Network to provide connectivity to the Internet.

Where a Service feature requires a choice to be made (whether by You or by agreement between Us), that choice must be made in a Service Schedule (or otherwise agreed by us) to form part of the Service provided and for the provisions of this Service Schedule to apply to it. The Service features are more fully described in clause 1.2 of this Part 1.

##### 1.2 Attachment Circuit

We will provide You with an Attachment Circuit as part of the Service. You may choose from:

- (a) Premium Grade Access
  - (i) Ethernet Access - includes AAPT Ethernet Access, Optus e-Link and Telstra access products (TWBGE, Ethernet Access Fibre and MLL-E);
  - (ii) Business Access – includes Telstra Ethernet Access Copper.
- (b) Standard Grade Access
  - (i) Standard Access - includes AAPT (ADSL/ADSL2+ Annex A & Annex M), iiNet (ADSL2+ Annex A & Annex M), Telstra L2IG and NBN Co Ethernet Bitstream (where available).

##### 1.3 Internet Connectivity

Business IP-Line Service provides You with dedicated connectivity to the Internet. The IP-Line Link bandwidth selected by You for a Site will determine the amount of bandwidth available for use by that Site for access via the Carrier Network to the Internet. A range of bandwidths exists up to 10Gbps (or as notified by Fuse Technology to You from time to time).

## 1.4 Internet Data Plan

You may choose one of the following Internet Data Plans for each individual Service (an Individual Service):

- (a) **Usage Based Internet Data Plan:** Fuse Technology will charge you a monthly usage fee for each Mbyte or Gbyte of traffic downloaded for each Individual Service on a Usage Based Internet Data Plan. Tiered pricing applies depending on your volume of usage. You may have one or multiple Individual Services associated with a Usage Based Internet Data Plan.
- (b) **Prepaid Internet Data Plan:** This plan provides You with a monthly Internet download usage allowance (e.g. 100GBytes) (the Download Usage) for an Individual Service or for multiple Individual Services. You are required to pay a minimum monthly fee for the Download Usage. Where multiple Individual Services are nominated then Your usage will be calculated by totalling the cumulative usage for all nominated Individual Services. If Your total monthly usage exceeds the Download Usage, You will be liable to pay Excess Usage Fees.
- (c) **Standalone Prepaid Internet Data Plan:** This plan provides You with a monthly Internet download usage allowance (e.g. 100GBytes) (the Download Usage) for an Individual Service. You are required to pay a minimum monthly fee for the Download Usage. If Your monthly usage exceeds the Download Usage, You will be liable to pay Excess Usage Fees. The Standalone Prepaid Internet Data Plan is only available where the Service is delivered via a Standard Access.
- (d) **Flat Rate Internet Data Plan:** This plan provides You with unmetered Internet usage. A fixed monthly fee applies based on the Internet bandwidth, which is determined by the speed of the IP-Line Link. There are no Excess Usage Fees associated with this plan.
- (e) **95th Percentile Internet Data Plan:** Fuse Technology will charge You a monthly recurring fee based on Your Minimum Committed Bandwidth (MCB). If Your monthly usage exceeds the MCB based on the 95th Percentile calculation method, then you will be liable to pay Excess Usage Fees. You can select an MCB for one individual Service or for multiple individual Services. Where multiple individual Services are nominated, then the 95th Percentile usage calculation will be based on the cumulative usage for all the nominated individual Services. The 95th Percentile Internet Data Plan is only available on Ethernet Access delivered via Fuse Technology Fibre infrastructure. Bursting above the MCB is provided on a best effort basis and is subject to capacity availability.

## 1.5 Uploaded Data

Fuse Technology will not charge You for uploaded data on a Service that is delivered via:

- (a) a Standard Access; or
- (b) a Premium Access on a Flat Rate Data Plan.

For other Services Fuse Technology will not charge You for uploaded data usage unless Your total uploaded data usage in a calendar month exceeds the total downloaded data usage in the same month by more than 2.5 times. In this case, We will charge you for each additional Mbyte or Gbyte of traffic you upload in that month in excess of the 2.5:1 ratio at the rate of \$3.00/Gbyte.

## 1.6 Mbyte/Gbyte

Fuse Technology deems 1 Gbyte to be equivalent to 1024Mbytes.

## 1.7 Installation and CPE Options

You may provide Your own CPE, or You may request Fuse Technology to supply CPE, for use in connection with the Service.

If you choose for Fuse Technology to supply CPE, you may also request that Fuse Technology manages that CPE on your behalf.

## 2. FIBRE400 SERVICE DESCRIPTION

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### 2.1 Service Description

- (a) Fibre400 is an access service that enables Ethernet connectivity between an End User's premises and the Carrier Network.
- (b) Fibre400 is supplied using fibre optic cabling delivered to a Network Terminating Unit (**NTU**) which will be installed within the End User's premises.
- (c) The maximum bandwidth available at the End User's premises will be 400Mbps.
- (d) Fibre400 coverage is limited to AAPT service areas and Fuse Technology does not guarantee availability.
- (e) The Network Terminating Unit (which is part of Our Equipment) will have Ethernet ports. Each port can be configured separately to acquire different Services from Fuse Technology. Currently, the Services that can be supplied using Fibre400 as the access include:
  - (i) IP-VPN
  - (ii) IP-Line
  - (iii) e-Line - e-LAN
  - (iv) SIP Voice
  - (v) Powered by Avaya

### 2.2 Fibre400 NTU and Bandwidth

- (a) As described above, multiple Fuse Technology services can be delivered over the Fibre400 via a single physical connection, with each service provided with a dedicated vLAN to a service hand off port on the NTU.
- (b) As part of ordering the Fibre400 service, You must nominate a bandwidth for each port on the NTU.
- (c) The maximum aggregate bandwidth across the NTU is 400Mbps. You may choose to use all 400Mbps on one port on the NTU.
- (d) Bandwidth allocation can be adjusted subsequently.
- (e) Within 14 days of the termination of the acquisition of a Fibre400 Service for any reason, You must return the NTU to Fuse Technology. Fuse Technology reserves the right to charge you a fee of \$600 if you fail to return the NTU in accordance with this clause.

### 2.3 Service Withdrawal Fees

If You withdraw an order for the Service before the Service is activated, the following Fees apply depending on when the Service order is withdrawn:

- (a) If the order is withdrawn after Service Schedule execution but before Fuse Technology commences building the access to support the Service, a once-off fee of \$400.00 (ex GST);
- (b) After then, a once-off fee of \$4,000.00 (ex GST).

### 2.4 Early Termination

- (a) The pricing for Fibre400 has been set based on You acquiring the Service for the full Initial Term nominated in the order. Notwithstanding any other condition contained in the Agreement between You and Fuse Technology, the Service must be acquired for the minimum term specified in this Service Schedule (Initial Term). Relocation and early termination is not available with the Service. If You breach this clause, You must pay to Fuse Technology on demand a termination fee that is calculated as 85% of the monthly recurring Fees that would have applied for the balance of the term.

- (b) If You request and We agree to a relocation of a Service (Original Service) where the:
  - (i) Relocation is within the same building; or
  - (ii) Relocation is to another site within Fuse Technology's selected coverage areas; the Parties agree that pricing for the relocation will be as notified upon application and the early termination fee set out in clause Early Termination (2.4 a) will be waived, provided that the Initial Term of the relocated Service is the same as the remainder of the Initial Term of the Original Service.

## 2.5 Provisioning

- (a) Fibre400 services are only available at AAPT's selected coverage areas. A site that is connected via fibre to AAPT's network does not mean that the site qualifies for a Fibre400 site.
- (b) Fuse Technology will be endeavouring to deliver the Fibre400 Service using carrier rights and immunities under Schedule 3 of the Telecommunications Act 1997. Any nominated provisioning timeframes are based on there being no objections from any building owner or occupier at the Service delivery address. If there are objections raised, the timeframe for delivery will extend until the expiry of the objection process. Where the objection is sustained, Fuse Technology may cancel an order without penalty.

## 2.6 Service Limitations

- (a) Each Fibre400 access must be delivered to a separate End User location. Customers cannot offer or supply services to multiple End Users from a single Fibre400 Service.
- (b) The Service is intended solely for use as a connection between Your End User's premises and the Carrier Network. You must not use the Fibre400 service for connecting your points of presence or network access points or for interconnecting with other carriers/carriage service providers.
- (c) Fuse Technology reserves the right to not accept orders for Fibre400 services and to withdraw the product from the market on 30 days' notice.

## 3. PRICING STRUCTURE & FEES

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The pricing structure is broken down as follows:

- (a) Service Fees are specified in the Service Schedule and will consist of:
  - (i) Non-recurring Service Installation Fees;
  - (ii) Monthly recurring Fees:
- (b) Other Fees may apply to the Services including:
  - (i) Fees for non-standard installation work; and
  - (ii) Call out Fees which will apply:
    - (A) Where You have claimed incorrectly that a fault exists with the Service; or
    - (B) for faults caused or contributed to by You or your End Users;
  - (iii) Administration Fees for service modifications.
- (c) Fees for termination of Individual Services prior to expiry of the Initial Term for that Individual Service;
- (d) Fees for withdrawal of a Service Schedule; and

#### 4. INITIAL TERM

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- (a) The Initial Term for each Individual Service is the period commencing from the Service Start Date or such greater period as specified in Your Service Schedule (for the avoidance of doubt the Initial Term for each Individual Service will also apply to the Attachment Circuit comprised therein).
- (b) The Initial Term for each Internet Data Plan is the Initial Term commencing from the Service Start of the first Individual Service to be ordered on that Plan, or such greater period as specified in Your Service Schedule. For the avoidance of doubt, the Initial Term applies in addition to the period applicable to each Individual Service to which that Plan applies.

#### 5. SERVICE LEVELS

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The service level targets for the Services are set out in Part 2 of this Service Schedule (the Service Level Targets). Failure to achieve a Service Level target does not automatically entitle You to a rebate, please refer to Part 2 of this Service Schedule.

#### 6. ADDITIONAL TERMS AND CONDITIONS

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##### 6.1 Service Demarcation Point

- (a) The Service Demarcation Point for the Service is the Attachment Circuit interface provided at the Site, or in the case of Fibre 400 services, the Ethernet Access interface provided on the Fuse Technology NTU
- (b) You are responsible for all cabling from the Service Demarcation Point to Your equipment (e.g. router or firewall).
- (c) You are responsible for connecting Your equipment to the Service Demarcation Point to obtain connectivity to the Service.
- (d) Any configuration required on Your equipment is Your responsibility. Fuse Technology or its agent will not configure nor conduct testing on that equipment.

##### 6.2 Service Installation by Fuse Technology

- (a) We will build and/or commission the Service to Your nominated Site prior to hand over to You.
- (b) We will carry out the work necessary to enable the provision of the Service as set out in the Service Schedule.
- (c) When installing the Service, Fuse Technology will organise the cut-over and/or installation of the Attachment Circuit at the Site. An NTU and/or CPE may be installed to a location specified by You.
- (d) Fuse Technology or its agents may organise multiple Site visits with You to install the Attachment Circuit.
- (e) Fuse Technology defines service installation as standard if:
  - (i) there is standard 240v AC General Purpose Outlet (GPO) available at the Site;
  - (ii) the installation must be possible by normal means and must be able to be undertaken by a single person;
  - (iii) there must be no requirement for scissor lifts, cable trays, core / masonry penetration or other sundry civil works required to be undertaken; and
  - (iv) building riser cable has sufficient capacity available.
- (f) If extra or non-standard installation work is required, additional Fees for time and materials will apply. The price for non-standard installation will be determined after a Site inspection. Additional Fees for non-standard

installation will be itemised separately. We will notify You of any such additional Fees prior to installation and obtain Your consent to those additional Fees.

- (g) You will:
- (i) provide access to the Site (including all buildings and cabling rooms) when requested;
  - (ii) pay for additional cabling beyond Fuse Technology scope if requested;
  - (iii) provide a suitable location, environment and power for the NTU and other relevant devices when supplied;
  - (iv) maintain the building cabling (existing and new) in accordance with all Australian industry standards and guidelines necessary to support the Service;
  - (v) maintain all relevant devices (including batteries) supplied by Fuse Technology or its Third Party Service Providers and supply, install and maintain any replacement batteries; and
  - (vi) maintain cabling including any cabling we have installed to deliver the Service.
- (h) Fuse Technology is not liable for any delays caused by (and You must pay Us any costs we incur as a consequence of) any failure by You to keep appointments arranged by Us or Our Third Party Service Providers for the purposes of carrying out installation activities at a Site.

### **6.3 Network Termination Unit**

- (a) When supplied by Fuse Technology or its Third Party Service Provider, the NTU and related devices (including batteries) must only be used at the Site to access the Services provided under this Service Schedule.
- (b) The NTU and related devices (including batteries) supplied by Fuse Technology or a Third Party Service Provider remain the property of Fuse Technology or that Third Party Service Provider.
- (c) If an NTU is installed at the Site You must ensure that Your equipment is in close proximity to the NTU.

### **6.4 CPE supplied by Fuse Technology or You and managed by You**

- (a) If You do not request that Fuse Technology manages the CPE, You are solely responsible for managing the CPE (whether supplied by You or Fuse Technology), including:
  - (i) configuring the CPE and ensuring its compatibility with the Carrier Network (including upgrading the CPE configuration and operating systems to support any changes that Fuse Technology makes to the Carrier Network);
  - (ii) advising Fuse Technology immediately where any change to the configuration of the CPE affects (or is likely to affect) the Service parameters (e.g. Service speed) and, if relevant, submitting a service modification request in respect of that change;
  - (iii) maintaining the CPE hardware, software and firmware. You acknowledge that the availability of the CPE is not included in the calculation of the Availability Target for the Service;
  - (iv) supporting all publicly available IP addresses within Your network; and
  - (v) ensuring that the CPE complies with the requirements set out in PMR 01 230 Business IP-Line - CPE Supply and Management Options.
- (b) You must ensure that Fuse Technology supplied CPE is operated and housed in an environment which meets the manufacturer's requirements.
- (c) Subject to clauses 6.4(d), (e) and (f), We will repair or replace faulty CPE supplied by Fuse Technology at no cost to You, provided You notify us of the fault within 12 months after the date of installation and You are a current customer of the Service. You are responsible for installing the repaired or replaced CPE.

- (d) We will charge you for the repair or replacement of faulty Fuse Technology supplied CPE if the fault was caused by an Excluded Event.
- (e) If We decide to repair a fault in Fuse Technology supplied CPE, You must provide us with sufficient information to allow Us to assess the fault. If We find that the Fuse Technology supplied CPE is not faulty, We may charge you an incorrect call out fee.
- (f) You must return faulty CPE to Fuse Technology within 5 days after You notify Fuse Technology of the fault under clause 6.4(c). If You fail to return the faulty CPE within this timeframe, We may charge you for any replacement CPE that has been provided to You under clause 6.4(c).

## **6.5 CPE supplied and managed by Fuse Technology**

- (a) This clause 6.5 applies if You have requested Fuse Technology to supply and manage CPE on your behalf.
- (b) Fuse Technology supplied CPE must only be used at the Site to access the Services provided under this Service Schedule.
- (c) You must not modify Fuse Technology supplied CPE without Fuse Technology's prior written consent (which may be provided on condition that Fuse Technology no longer manages the CPE).
- (d) Subject to clause 6.5(e) and (f), We will repair or replace faulty CPE supplied by Fuse Technology (and install the repaired or replaced CPE) at no cost to You, provided that we manage that CPE at the time You notify Us of the fault.
- (e) We will charge you for the repair or replacement of faulty Fuse Technology supplied CPE if the fault was caused by an Excluded Event. We may also charge you an incorrect call out fee.
- (f) If We decide to repair a fault in Fuse Technology supplied CPE, You must provide us with sufficient information to allow Us to assess the fault. If We find that the Fuse Technology supplied CPE is not faulty, We may charge you an incorrect call out fee.

## **6.6 Ethernet Access Attachment Circuit**

If the Service is delivered via an Ethernet Access, You acknowledge and agree that:

- (a) Fuse Technology provides access to the Service in the following two physical locations:
  - (i) Co-location Ethernet; and
  - (ii) Customer Ethernet.
- (b) The Ethernet Access is offered via one of the following interface types:
  - (i) Ethernet Single-Service Access (ESSA): if this interface type is chosen, the following will apply:
    - (A) only the Service will be delivered via the ESSA; and
    - (B) the bandwidth required for an ESSA will be directly determined by the IP-Line Link bandwidth.
  - (ii) Ethernet Trunk Access (ETA): if this interface type is chosen, the following will apply:
    - (A) multiple Fuse Technology services (including the Service) may be delivered via an ETA using IEEE 802.1Q;
    - (B) You must allocate a unique VLAN ID to the Service as well as every other Fuse Technology service on the ETA;
    - (C) You must ensure all Fuse Technology services (including the Service) on the ETA are shaped to their contracted bandwidth. Any Fuse Technology service exceeding its contracted bandwidth on ingress to the ETA may adversely impact other services sharing that ETA; and

- (D) the minimum bandwidth required for an ETA will be the sum of the bandwidth required for each service (including the Service).
- (iii) Ethernet Multi-Service Access (EMSA): if this interface type is chosen, the following will apply:
  - (A) multiple Fuse Technology services (including the Service) may be delivered via a single physical connection, with each service provided with a dedicated customer hand off port; and
  - (B) You must ensure all Fuse Technology services (including the Service) on the EMSA are shaped to their contracted bandwidth. Any Fuse Technology service exceeding its contracted bandwidth on ingress to the EMSA may adversely impact other services sharing that EMSA.
- (c) If Fuse Technology already supplies ETA or EMSA interfaces at the Site (the **Existing Access**) then (subject to the availability of bandwidth) on the Existing Access You may be able to use the Existing Access as the Access component of this Service or, at Your cost, increase the bandwidth of the Existing Access where the Existing Access bandwidth is not sufficient.
- (d) Each Ethernet Access interface type offers the following speed variants:
  - (i) Fast Ethernet (10/100Mbps);
  - (ii) Gigabit Ethernet (1Gbps); and
  - (iii) Ten Gigabit Ethernet (10Gbps) (may be subject to feasibility study to be done by Fuse Technology).
- (e) The Ethernet Access is provided on Fuse Technology's infrastructure in the metropolitan areas of the following capital cities:
  - (i) Adelaide;
  - (ii) Brisbane;
  - (iii) Canberra;
  - (iv) Melbourne;
  - (v) Perth; and
  - (vi) Sydney.
- (f) The Ethernet Access is provided on Fuse Technology infrastructure in select regional areas as determined by Fuse Technology from time to time. Please request coverage information from Your Fuse Technology Account Manager.
  - (i) If requested by You, Fuse Technology will advise You where it is possible to provide Ethernet Access via a Third Party Service Provider's network. Restrictions may apply to any Service provided via a Third Party Service Provider's network.

Sub-clauses 6.6(g) to (j) apply only if Your Service is delivered via Ethernet Access using MBE technology:

- (g) While Fuse Technology will use its reasonable endeavours to deliver the Attachment Circuit speed requested by You, the actual Attachment Circuit speed may vary according to:
  - (i) the length of the copper wire from the Site to the Mid-Band Ethernet enabled exchange;
  - (ii) the quality of the copper line between the Site and the Mid-Band Ethernet enabled exchange
  - (iii) electrical interference from outside sources;
  - (iv) the existence of copper wiring at the Site.



- (h) The Attachment Circuit speed for Individual Services represents the maximum potential data rate that can be downloaded and uploaded from the Internet from that Individual Service. The actual data rate or throughput may vary according to:
  - (i) the factors set out in clause 6.6 (h) above;
  - (ii) the logical speed of the IP-Line Link;
  - (iii) the actual network capacity between AAPT's Mid-Band Ethernet enabled exchange and the Carrier Network;
  - (iv) network utilisation and the number of users accessing the network at any one time;
  - (v) Your hardware or software; and
  - (vi) websites You are visiting.
- (i) You agree that failure to meet the data rate is not a service fault and is not a breach of the Service Levels by Fuse Technology.
- (j) You acknowledge that if Your existing telephone service is to be used to provide the ULLS, that telephone service will be permanently and irrevocably disconnected.

#### **6.7 Standard Access Attachment Circuit delivered via DSL**

If the Service is delivered via a Standard Access using DSL technology on a standard analogue telephony service, You acknowledge and agree that:

- (a) You must be a customer of Telstra (or a customer of a Telstra reseller) in respect of that standard analogue telephony service in order to receive the Service
- (b) if You cease to be a customer of Telstra (or a customer of a Telstra reseller) in respect of that standard analogue telephony service, We may immediately terminate the Service and cancellation and/or early termination Fees may apply
- (c) the installation and operation of the Service may cause temporary disruption to the standard analogue telephony service or other services received by You
- (d) where the physical copper pair being used to deliver the telephone service cannot support DSL Access due to the design of the copper network (e.g. Pair Gain System or Remote Inverse Multiplexer), Fuse Technology may not be able to provision the Service and will reject the order from You;

Without limiting sub-clauses 6.7(a) to (d) above, if any Service is delivered via a Standard Access using DSL technology, You acknowledge and agree that:

- (e) while Fuse Technology will use its reasonable endeavours to deliver the Attachment Circuit speed requested by You, the actual Attachment Circuit speed may vary according to:
  - (i) the length of the copper wire from the Site to the DSL enabled exchange;
  - (ii) the quality of the copper line between the Site and the DSL enabled exchange;
  - (iii) the DSL profile applied by Fuse Technology to make the DSL line stable;
  - (iv) electrical interference from outside sources; and
  - (v) the nature and quality of the connection at the Site;
- (f) the Attachment Circuit speed for Services represents the maximum potential data rate that can be downloaded and uploaded from that Service. The actual data rate or throughput experienced by You may vary according to:
  - (i) the factors set out in clause 6.7(e) above;

- (ii) network utilisation and the number of users accessing the network at any one time;
  - (iii) Your hardware or software; and
  - (iv) the web sites You are visiting;
- (g) Fuse Technology does not warrant that the maximum data rate will be achieved. The parties acknowledge and agree that if the maximum data rate is not achieved as a result of any of the matters referred to in clauses 6.7(e) or 6.7(f) above, or any other matter beyond Fuse Technology's control, this is not a service fault and is not a breach of a Service Level Target by Fuse Technology.
- (h) You acknowledge that if Your existing telephone service is to be used to provide the ULLS, that telephone service will be permanently and irrevocably disconnected.

## 6.8 Standard Access Attachment Circuit delivered via Ethernet Bitstream

If the Attachment Circuit is delivered to You via Ethernet Bitstream, You acknowledge and agree that:

- (a) the Attachment Circuit speed for the Service represents the maximum potential data rate that can be downloaded and uploaded from that Service. The actual data rate or throughput experienced by You may vary according to:
- (i) network utilisation and the number of users accessing the network at any one time;
  - (ii) the nature and quality of the connection at the Site;
  - (iii) Your hardware or software; and
  - (iv) the web sites You are visiting;
- (b) Fuse Technology does not warrant that the maximum data rate will be achieved. The parties acknowledge and agree that if the maximum data rate is not achieved as a result of any of the matters referred to in clause 6.8(a) above, or any other matter beyond Fuse Technology's control, this is not a service fault and is not a breach of a Service Level Target by Fuse Technology;
- (c) when placing an order for the supply of the Attachment Circuit that will be delivered by NBN Co Ethernet Bitstream fibre infrastructure as part of a Type 2 (New) Connection (not a Type 1 (Migration) Connection), You must:
- (i) notify Us on the Service Schedule of that status when placing that order for the supply of that Attachment Circuit; and
  - (ii) warrant to Us that You have reasonable grounds to believe that the Attachment Circuit meets the requirements for that Attachment Circuit to be supplied as part of a Type 2 (New) Connection (not a Type 1 (Migration) Connection) in accordance with the Service Level Targets.

## 6.9 Service Qualification for Ethernet Access delivered via MBE

If Fuse Technology delivers the Ethernet Access via MBE, you acknowledge and agree that:

- (a) Fuse Technology will purchase a ULLS or multiple ULLSs from Telstra and You authorise Fuse Technology to act as the Customer authority to enable the purchase of ULLS, or multiples of such, and to disclose such authority to other carriers in response to a request.
- (b) You will provide Fuse Technology with a valid telephone number located at the Site which we will use for service qualification purposes. We will provide You with a preliminary indication as to whether the Service can be delivered. You acknowledge and agree that any such preliminary indication is a guide only and Fuse Technology is not liable for any loss or damage caused to You pursuant to You relying on such a preliminary indication.
- (c) If the preliminary service qualification (outlined in clause 6.9(b) above) fails then You will not be able to proceed with the order of that relevant Service.

- (d) Following a successful preliminary service qualification, Fuse Technology will order the corresponding ULLS from Telstra. Telstra will conduct its own service qualification and if that service qualification fails for any reason, You will be notified and Your order will be automatically cancelled.
- (e) Telstra's service qualification will include but not be limited to the capacity of copper infrastructure linked to the Site, and the geographic location of the Site.

#### **6.10 Service Qualification for Standard Access delivered via DSL**

If Fuse Technology delivers Standard Access via DSL, you acknowledge and agree that:

- (a) You authorise Fuse Technology to act as the Customer authority to enable the purchase of SSS, L2IG and ULLS services from Telstra, and to disclose such authority to other carriers in response to a request;
- (b) You will provide Fuse Technology with a valid telephone number or a service address at the Site which we will use for service qualification purposes. We will provide You with a preliminary indication as to whether the Service can be delivered. You acknowledge and agree that any such preliminary indication is a guide only and Fuse Technology is not liable for any loss or damage caused to You pursuant to You relying on such a preliminary indication;
- (c) if the preliminary service qualification (outlined in clause 6.10(b) above fails then You will not be able to proceed with the order of that relevant Service;
- (d) following a successful preliminary service qualification, Fuse Technology will order the corresponding SSS, L2IG or ULLS services from Telstra. Telstra will conduct its own service qualification and if that service qualification fails for any reason, You will be notified and Your order will be automatically cancelled;
- (e) if Fuse Technology cannot deliver an Service with a Telstra L2IG speed of up to 20Mbps/1Mbps or 8Mbps/384bps, as requested by You, Fuse Technology will deliver the Service using the next available L2IG speed. You agree that We are not liable to You for any failure to provide the Service at the 20Mbps/1Mbps or 8Mbps/384bps speed originally requested by you; and
- (f) Telstra's service qualification will include but is not limited to the geographic location of the Site.

#### **6.11 Service Qualification for Standard Access delivered via Ethernet Bitstream**

If Fuse Technology delivers Standard Access via Ethernet Bitstream, you acknowledge and agree that:

- (a) You authorise Fuse Technology to act as the Customer authority to enable the purchase of the Ethernet Bitstream service from NBN Co, and to disclose such authority to other carriers in response to a request;
- (b) You will provide Fuse Technology with a valid telephone number or a service address at the Site which we will use for service qualification purposes. We will provide You with a preliminary indication as to whether the Service can be delivered. You acknowledge and agree that any such preliminary indication is a guide only and Fuse Technology is not liable for any loss or damage caused to You pursuant to You relying on such a preliminary indication;
- (c) if the preliminary service qualification (outlined in clause 6.11(a) fails then You will not be able to proceed with the order of that relevant Service; and
- (d) following a successful preliminary service qualification, Fuse Technology will order the corresponding Ethernet Bitstream service from NBN Co. NBN Co will validate the order and if that validation fails for any reason, You will be notified and Your order will be automatically cancelled.

#### **6.12 IP Address**

- (a) Except for the Fuse Technology allocated WAN Public IP addresses and unless expressly provided in the Service Schedule, the Service does not include IP addresses.
- (b) Where Fuse Technology agrees in a Schedule to provide IP addresses, You acknowledge and agree that:
  - (i) We grant You a non-exclusive, non-transferable licence to use those IP addresses solely in connection with the Service;

- (ii) You will use the Service as Your primary link to the Internet;
- (iii) On termination of the Service, You will immediately cease using those IP addresses and remove them from Your software and hardware devices.

### 6.13 Changes to Internet Data Plan and IP Line Link Bandwidth

- (a) If You increase the bandwidth of an IP Line Link or Upgrade an Internet Data Plan which is associated with a Service delivered via Premium Accesses (or for multiple Services, delivered via a combination of Premium Accesses and Standard Accesses):
  - (i) in the case of an Internet Data Plan Upgrade, You must order the Plan for a new Initial Term and there will be no change to the Initial Term of any associated Service;
  - (ii) in the case of an IP Line Link bandwidth increase, You must order the associated Service for a new Initial Term;
  - (iii) if applicable, standard Installation Fees will apply; and
  - (iv) the new Internet Data Plan or the increased bandwidth will take effect from the start of the next billing cycle, after the Upgrade or increase has been implemented.
- (b) If You decrease the bandwidth of the IP Line Link or Downgrade an Internet Data Plan which is associated with a Service delivered via Premium Accesses (or for multiple Services, delivered via a combination of Premium Accesses and Standard Accesses):
  - (i) in the case of an Internet Data Plan Downgrade, You must order the Plan for a new Initial Term and there will be no change to the Initial Term of any associated Service;
  - (ii) in the case of a bandwidth decrease, You must order the associated Service for a new Initial Term;
  - (iii) if applicable, standard Installation Fees will apply;
  - (iv) if an Internet Data Plan is downgraded during the Initial Term it will be deemed to be a termination of the Plan and relevant cancellation Fees will apply;
  - (v) if the bandwidth of an IP Line Link is decreased during the Initial Term of the Service it will be deemed to be a termination of the Service during the Initial Term and relevant cancellation Fees will apply; and
  - (vi) the new Internet Data Plan or decreased bandwidth will take effect from the start of the next billing cycle, after the Downgrade has been implemented.
- (c) If You Upgrade an Internet Data Plan where the associated Service is delivered via a Standard Access:
  - (i) if the Plan is Upgraded after the expiry of the Initial Term, You must order the Plan for a new Initial Term. To avoid doubt, if the Plan is Upgraded during the Initial Term, the Initial Term will not change;
  - (ii) subject to clause 6.13(c)(iii), the new Internet Data Plan will take effect from the start of the next billing cycle, after the Upgrade; and
  - (iii) if you upgrade from a Standalone Prepaid Internet Data Plan on a lower usage allowance to a higher usage allowance, the new Internet Data Plan will take effect as soon as the upgrade has been implemented. Fees for the new Internet Data Plan will apply from the start of the billing cycle during which the Upgrade occurred.
- (d) If You Downgrade an Internet Data Plan where the associated Service is delivered via a Standard Access:
  - (i) the Downgrade will only take effect after the expiry of the Initial Term;
  - (ii) a Service modification fee will apply; and

- (iii) the new Internet Data Plan will take effect from the start of the next billing cycle, after the Downgrade.
- (e) Subject to clause 6.13(f), if you increase or decrease the bandwidth of an IP Line Link for a Service delivered via Standard Access:
  - (i) a once-off modification fee will apply;
  - (ii) there will be no change to the Initial Term of the Service;
  - (iii) if the increase or decrease results in a change of access network (eg. DSL to Ethernet Bitstream), You must submit a new order for that Service.
- (f) You acknowledge that any change to the bandwidth of an IP Line Link associated with a Service delivered via a Standard Access on a Flat Rate Internet Data Plan must be submitted as a Plan Upgrade or Downgrade and clause 6.13(c) or (d) (as relevant) will apply to that change.
- (g) You acknowledge that any change from ADSL2+ Annex A to Annex M or vice versa will constitute a bandwidth change and will incur a once-off modification fee. You are responsible for providing compatible CPE at the Site in respect of Annexure changes.

#### **6.14 Service relocation**

- (a) You may relocate a Service by ordering a new Service at the Site and cancelling the existing Service. Relocation or installation Fees may apply.
- (b) If the Service is delivered via a Premium Access, You must order the relocated Service for a new Initial Term. The new Initial Term must be equal to or greater than the original Initial Term applicable to the Service prior to relocation.
- (c) If You are relocating a Service, We cannot guarantee that We will be able to provide the Service at the new Site.
- (d) If the Service is relocated during the Initial Term it will be deemed to be a termination of that Service and relevant cancellation Fees will apply.

#### **6.15 Other Service modifications**

If requested by You, Fuse Technology will perform service modifications in accordance with PMR 01 220 Fuse Technology Business IP-Line Product Definition. A Service modification fee may apply.

#### **6.16 Transfer of Services to Us**

- (a) You authorise Us to transfer applicable services received from Your current supplier to Us.
- (b) You authorise (and if requested by Us, agree to give written instructions to) Your current supplier of telecommunications services to transfer to Us all telecommunications services relating to the provision of the Service, and to provide Us with all information necessary for this purpose.
- (c) We will not accept any liability for any amounts owing by You to Your current supplier for a service that Your current supplier provided to You. You must indemnify Us against any claims made by Your current supplier to Us in relation to any such amounts.

#### **6.17 Acceptable Use Policy**

- (a) You will ensure that You comply with our Acceptable Use Policy (AUP). You confirm that You have read and understood the AUP prior to signing this Service Schedule.
- (b) You acknowledge that Fuse Technology or its upstream Third Party Service Providers may at any time amend the AUP or cancel the AUP and introduce a replacement AUP and such amendment, cancellation and replacement shall be binding on You on and from the date that it is published on the Fuse Technology website.

- (c) You must not use the Service for the purpose of supporting:
  - (i) substantial carrier or service provider data aggregation applications that result in substantial and continuous network throughput; or
  - (ii) connections for the purpose of providing or enabling carrier or service provider interconnection.

#### **6.18 Fair Use Policy**

- (a) It is important to Fuse Technology that all eligible Fuse Technology customers are able to access our Services. Accordingly, We and our upstream Third Party Service Providers have devised a Fair Use Policy (that is supplementary to clause 6.17) which applies to the use of the Services.
- (b) We reserve the right to vary the terms of the Fair Use Policy from time to time. A copy of the Fair Use Policy is available at [www.aapt.com.au](http://www.aapt.com.au).
- (c) Despite any other provision in this agreement, if you breach the Fair Use Policy, we may, at Our sole discretion, without telling You before We do so:
  - (i) suspend or limit the Service (or any feature of it); and/or
  - (ii) terminate the Service.

#### **6.19 Service Updates**

Notwithstanding any clause contained in the Service Agreement, Fuse Technology may in its sole discretion vary the Service provided to You in the following circumstances:

- (a) if in Fuse Technology's reasonable opinion such a variation or addition is required as a result of a change made by a Third Party Service Provider, in which case Fuse Technology may do so without reference to You;
- (b) if, in Fuse Technology's reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case Fuse Technology may do so at its discretion without reference to You, provided the variation does not result in any material deterioration in the quality of the Service; and
- (c) in any other case, upon 30 days' prior written notice to You (such notice may contain a new Service Schedule (the "New Service Schedule"). For the avoidance of doubt the terms of the New Service Schedule will supersede this Service Schedule).

#### **6.20 Your Responsibilities**

- (a) You must provide appropriate telecommunications hardware for connection to the Service Demarcation Point at each Site.
- (b) When supplied by Us, You must provide space and power for the NTU which complies with the environmental conditions set out in the NTU Specification Document. Fuse Technology reserves the right to make reasonable amendments to the NTU Specification Document (including the stated environmental conditions) from time to time.
- (c) You must ensure that the NTU is not damaged or interfered with in any way.
- (d) You must pay all Fees resulting from use of the Services, whether authorised by You or not.
- (e) The Internet by its nature is not secure and Fuse Technology does not provide as part of the Service, security features in the form of firewalls. You are responsible for providing any security or privacy that You requires for Your computer networks and any data stored on those networks or accessed through the Service.

#### **6.21 Acknowledgments**

- (a) You acknowledge that the Carrier Network is not necessarily a secure and confidential method of communications and You transmit material on the Carrier Network and the Internet at Your own risk.

- (b) You acknowledge that Fuse Technology does not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of the Services and that Fuse Technology is not responsible in any way for the nature, content and form of that material, access to that material or use of that material.
- (c) You acknowledge that Fuse Technology will not be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.
- (d) You acknowledge that Fuse Technology may access and store certain content accessible through use of the Internet (known as caching) for fast and easy access by Customers, that content is updated on a regular basis but there may be delays in that updating and therefore content accessed through the Service may not be the most up to date version.
- (e) Neither Fuse Technology nor Third Party Service Provider exercises any control over the content accessible through the Internet.
- (f) You acknowledge that, to the extent permitted by law, Fuse Technology makes no representations or warranties as to the effectiveness or fitness for purpose of Fuse Technology's network security or Your network security. You shall make no claim against Fuse Technology concerning Fuse Technology's Network security or
- (g) Your network security.
- (h) You acknowledge that Fuse Technology will not be responsible for any damage that You suffer arising from using:
  - (i) the Service (including, but not limited to loss of data, delays, non-deliveries, or mis-deliveries); and
  - (ii) any content accessed through the Service (including inaccurate, incomplete or out of date information).

## 6.22 NBN Addendum

You acknowledge that if the Service is delivered using Ethernet Bitstream, the terms set out in the NBN Addendum apply to the Service, in addition to the terms set out in this Service Schedule and the Agreement. You acknowledge that You read the NBN Addendum (a copy of which is available at <http://www.aapt.com.au/businesslegal> and You agree to comply with its terms. To the extent that there is any inconsistency between the terms set out in the NBN Addendum and this Service Schedule or the Agreement, the NBN Addendum will prevail.

## 7. DEFINITIONS

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In this Service Schedule, unless the context requires otherwise:

**95th Percentile Internet Data Plan** is defined in clause 1.4(e) of this Service Schedule.

**Carrier Network** means the telecommunication network between the multi-service edge devices owned by Fuse Technology.

**ADSL 2+** means an Asymmetric Digital Subscriber Line 2+ service as defined for Deployment Class 6 in ACIF C559 „Unconditioned Local Loop Service (ULLS) Network Deployment Ruls" and ITU specification G.992.5.

**Acceptable Use Policy** means the policy which can be viewed at <http://www.aapt.com.au/Acceptable-use-policy> as amended by Fuse Technology and its Third Party Service Providers from time to time.

**Act** means the Telecommunications Act 1997 (Cth).

**APNIC** means Asia-Pacific Network Information Centre. APNIC is a Regional Internet Registry that allocates IP and ASNs in the Asia Pacific region.

**AS** means Autonomous System. An AS is a connected group of one or more IP prefixes run by one or more network operators under a single and clearly defined routing policy.

**ASN** means Autonomous System Numbers. An ASN is a unique number associated with an AS. The ASN is used as an identifier to allow the AS to exchange dynamic routing information with other AS. Routing protocols such as BGP requires ASNs to exchange information between networks.

**Attachment Circuit** or **Access** means a physical connection between a Customer and the Carrier Network which allows delivery of the Service.

**BGP** means Border Gateway Protocol. BGP is a dynamic routing protocol used to exchange routing information across the Internet.

**Business Access** means Fuse Technology's portfolio, providing uncontended or partially uncontended access. Business Access utilises access technologies such as SHDSL/eSHDSL and, when available, NBN Co Ethernet Bitstream with non-best effort traffic class.

**Business Days** means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in New South Wales, excluding Saturdays and Sundays.

**Co-location Ethernet** means an Attachment Circuit delivered to a customer in a location that contains a multi-service edge device.

**CPE** or **Customer Premises Equipment** means equipment at Your Site for use in connection with the Service;

**Customer** means You.

**Customer Ethernet** means an Attachment Circuit delivered to a customer in a location that does not contain a multi-service edge device

**Downgrade**, in relation to an Internet Data Plan means:

- (a) changing from a Flat Rate or a 95th Percentile Internet Data Plan to a Usage Based, Standalone Prepaid or Prepaid Internet Data Plan;
- (b) changing from a Prepaid Internet Data Plan to a Standalone Prepaid or Usage Based Internet Data Plan;
- (c) changing from a Standalone Prepaid Internet Data Plan to a Usage Based Internet Data Plan;
- (d) changing from a Flat Rate Data Internet Plan to a 95th Percentile Internet Data Plan, provided that the MCB associated with the 95th Percentile Data Internet Plan is less than the bandwidth associated with the existing Flat Rate Internet Data Plan;
- (e) changing from a 95th Percentile Internet Data Plan to a Flat Rate Data Internet Plan, provided that the bandwidth associated with the Flat Rate Data Internet Plan is less than the MCB associated with the existing 95th Percentile Internet Data Plan;
- (f) changing from a Standalone Prepaid or Prepaid Internet Data Plan on a higher usage allowance to a lower usage allowance on the same Plan (e.g. from 500GB to 100GB); or
- (g) changing an existing bandwidth of a Flat Rate Internet Data Plan or an existing MCB on a 95th Percentile Internet Data Plan to a lower bandwidth (e.g. from 500Mbps to 100Mbps).

**DSL** means Digital Subscriber Line. DSL is a family of technologies that allows the transmission of high bandwidth digital data over the wires of a local telephone network.

**DSL Access** means the Attachment Circuit delivered using AAPT 2+, iiNet ADSL2+ and Telstra L2IG, ADSL/ADSL2+.

**DSLAM** means Digital Subscriber Line Access Multiplexer. The DSLAM takes the signal from the copper phone lines and aggregates it across a WAN medium.

**Ethernet Access** means an Ethernet connection between a Customer and Fuse Technology. Ethernet Access is used to transport one or more Fuse Technology services to the connected Customer.

**Ethernet Bitstream** means NBN Co Ethernet access services delivered using NBN Co fibre network. The Ethernet Bitstream is available with best effort traffic class or Traffic Class 4 (TC4) only. Other traffic classes are not supported.



**Ethernet Multi-Service Access** means the interface type that enables multiple services (including the Service) to be delivered via a single Attachment Circuit. Each service is delivered via a dedicated customer hand off port.

**Ethernet Single-Service Access** means the interface type that enables a single IP-Line Service to be delivered via a single Attachment Circuit.

**Ethernet Trunk Access** means the interface type that enables multiple services (including the Service) to be delivered via a single Attachment Circuit.

**Excess Usage Fees** are the Fees set out in of this Service Schedule.

**Excluded Event** means that a fault in Fuse Technology supplied CPE was caused by:

- (a) any equipment not supplied by Fuse Technology;
- (b) Your failure to comply with the Agreement;
- (c) any abuse, misuse, neglect, mishandling or misapplication, accident, loss, theft, improper maintenance or service;
- (d) unusual hazards (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference or incorrect power voltage);
- (e) electrical supply problems or failure to provide a suitable environment for the CPE; or
- (f) any natural disaster (including but not limited to floods, lightning and fire), acts of terrorism or any other cause beyond our reasonable control.

**Flat Rate Internet Data Plan** is defined in clause 1.4(d) of Part 1 of this Service Schedule.

**Gbps** means Gigabits per second.

**IDF** means Intermediate Distribution Frame.

**Installation Fee** means a one-off Fee for labour, equipment, and associated cabling for initial installation of the Services.

**Installation Delay** means where Fuse Technology delivers the Service after the expiry of the relevant Installation Lead Time.

**Installation Lead Time** means the periods of time outlined in clause 1.1 of Part 2 of this Service Schedule

**Internet** means the worldwide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol.

**Internet Data Plan** means a plan setting out the basis on which the Fees for Your use of the Service will be calculated. The Internet Data Plan can be Usage Based, Prepaid, Standalone Prepaid, Flat Rate or 95th Percentile.

**IP** means Internet Protocol.

**IP-Line Link** a logical link between You and Carrier Network provisioned as part of the Service

**Minimum Committed Bandwidth** or MCB represents the minimum bandwidth (measured in Mbps) that a customer on the 95th Percentile Internet Data Plan agrees to pay for every billing cycle whether or not that bandwidth is used.

**L2IG** means the Telstra Wholesale Broadband DSL Layer 2 Internet Grade service.

**MBE** means Mid-Band Ethernet.

**MDF** means Main Distribution Frame.

**Monthly Recurring Fees** means Fees applied on a monthly recurring basis for the Service.

**Mbps** means Megabits per second.

**NBN Co** means National Broadband Network Company Limited.

**NTU** means Network Termination Unit.

**NTU Specification Document** means the document known as PMR 09 002 AAPT Wholesale and Business - Access - NTU Specifications and available upon request by You to Your Account Manager.

**Packet Loss** means the percentage ratio of the number of packets lost in relation to the total number of packets transmitted.

**Pair Gain System (PGS)** is a system used to turn a single copper pair into two services. PGS is a simple form of DSL, and as such DSL services are unable to run on a PGS enabled line

**Planned Outage** means a period of time as reasonably determined by Fuse Technology, that Fuse Technology may interrupt supply of the Services to the Customer for routine maintenance, upgrading or other similar activities, after giving the Customer reasonable prior notice.

**Premium Access** means Business Access and/or Ethernet Access.

**Prepaid Internet Data Plan** is defined in clause 1.5 (b) of Part 1 of this Service Schedule.

**Remote Inverse Multiplexer (RIM)** is a mechanism used to deliver telephony service to an end user via optical fibre.

**Round Trip Time** means the time taken for a packet to travel from a source point to a destination point and back to the source point.

**Service Agreement** means Fuse Technology's current "Standard Service Agreement", a copy of which is available at <http://www.aapt.com.au/businesslegal>, or such other agreement as may be agreed in writing between Fuse Technology and You (in which case the latter will take precedence).

**Service or IP-Line Service** means the IP-Line Service supplied to You under this Service Schedule.

**Service Demarcation Point** is defined in clause 6.1 of Part 1 of this Service Schedule. Service Start Date means the earlier of:

- (a) the date on which Fuse Technology first notifies You that the Service is ready for use; and
- (b) the date on which You first use the Service.

**Standalone Prepaid Internet Data Plan** is defined in clause 1.4 (c) of Part 1 of this Service Schedule.

**Standard Access** means standard access portfolio, utilising access technologies such as ADSL/ADSL2+ and Ethernet Bitstream with best effort traffic class.

**Site** means the site where Your network is located and connected via an Attachment Circuit to the Carrier Network as part of the Service.

**Spectrum Shared Service (SSS)** means the service provided by Telstra (either commercially or as a declared service) enabling Fuse Technology to access the non-voice frequency spectrum of a continuous metallic twisted pair to deliver ADSL based services to an End User who concurrently acquires (directly or indirectly) a standard analogue telephony service over the same metallic twisted pair from Telstra.

**Static Routing** means a simple form of routing where routes are manually entered into the routing table and does not change unless reconfigured by a network administrator.

**Telstra** means Telstra Corporation Limited.

**Third Party Service Provider** means a carrier (as defined in the Act), carriage service provider (as defined in the Act) or an equipment supplier, other than Fuse Technology Pty Ltd.

**Type 1 (Migration) Connection** means a service installation where the Customer has an existing broadband service currently using the existing fixed copper or cable access lines at the Site.

**Type 2 (New) Connection** means a service installation where the Customer has no existing broadband service at the Site.

**TCP** means Transfer Control Protocol.

**Unconditioned Local Loop Service or ULLS** has the same meaning as that contained in the register of declared services maintained by the ACCC pursuant to section 152AQ of the Trade Practices Act 1974 (Cth).

**Unplanned Outage** means any interruption to the Service other than a Planned Outage.

**Upgrade**, in relation to an Internet Data Plan means:

- (a) changing from a Usage Based Internet Data Plan to a Standalone Prepaid, Prepaid, Flat Rate or 95th Percentile Internet Data Plan;
- (b) changing from a Standalone Prepaid Internet Data Plan to a Prepaid, Flat Rate or 95th Percentile Internet Data Plan;
- (c) changing from a Prepaid Internet Data Plan to a Flat Rate or 95th Percentile Internet Data Plan;
- (d) changing from a Flat Rate Internet Data Plan to a 95th Percentile Internet Data Plan provided that the MCB associated with the 95th Percentile Internet Data Plan is greater than the bandwidth associated with the existing Flat Rate Internet Plan;
- (e) changing from a 95th Percentile Internet Data Plan to a Flat Rate Internet Data Plan, provided that the Flat Rate Internet bandwidth is greater than the MCB associated with the existing 95th Percentile Internet Data Plan;
- (f) changing from a Standalone Prepaid or Prepaid Internet Data Plan on a lower usage allowance to a higher usage allowance on the same Plan (eg. from 100GB to 500GB); or
- (g) changing an existing bandwidth of a Flat Rate Internet Data Plan or an existing MCB on a 95th Percentile Internet Data Plan to a higher bandwidth (e.g. from 100Mbps to 500Mbps).

**Usage Based Internet Data Plan** is defined in clause 1.4 (a) of Part 1 of this Service Schedule.

**Virtual Local Area Network or VLANs** means a method of creating independent logical networks within a physical network

## PART 2 – SERVICE LEVELS

The Service Levels have the following components:

- (a) Service Attribute related to the level of service that We provide; and
- (b) Service Rebates that apply when specific service attributes do not perform in accordance with the corresponding Service Level Commitment.

Definitions in or incorporated in the Service Schedule that this Part 2 forms part of, apply to this Part 2. In this Part 2, the following definitions also apply unless the context requires otherwise:

**Assurance Target** has the meaning as specified in clause 1.2 of this Part 2 of the Service Schedule.

**Available Infrastructure** means a Site which is NBN Serviceable whereas at the date of Service Schedule execution:

- (a) the local fibre is installed and is operational in respect of that Site; but
- (b) either the drop fibre or the Attachment Circuit NTU (or both) is not installed or not operational and requires our Third Party Service Provider to undertake field works in respect of that Site.

For the purpose of this definition, a reference to “local fibre” includes riser fibre where the premises is located within a multi-dwelling unit.

**End User Sites with Available Infrastructure** are classified by NBN Co as Service Class 1 (drop fibre and NTU not installed) or Service Class 2 (drop fibre installed but no NTU).

**CSD** means Fuse Technology’s Service Desk or the Service Desk of any upstream Third Party Service Provider we use..

**Installation Rebates** means has the meaning as specified in clause 2.1(a) of this Part 2 of the Service Schedule.

**In Place Infrastructure** means an End User Site which is NBN Serviceable and is available for automatic connection or activation by our Third Party Service Provider as at the date of Service Schedule execution, without the need to attend the End User Site. *End User Sites with In Place Infrastructure are classified by NBN Co as Service Class 3 (i.e. Service Class 3).*

**Interrupted Fault** means a fault that renders a Service completely non-operational.

**Non-Interrupted Fault** means a fault where the affected Service is degraded but still operational.

**Major Rural Area** means that the Site is located in an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people

**Metro** means a location that is within the nearer of:

- (a) the local calling area; or
- (b) 50 kilometres of the GPO,

of Melbourne, Sydney, Brisbane, Adelaide, Perth or Canberra.

**Minor Rural Area** means that the Site is located in an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2500 people.

**NBN Serviceable** means a Site that:

- (a) is located within the footprint of the fibre network within a fibre serving area module which NBN Co has declared to be ready for service; and
- (b) NBN Co has determined is serviceable by the NBN Co fibre network as shown by the result of a service qualification enquiry.

**Planned Outage** means a period of time as reasonably determined by Fuse Technology, that Fuse Technology may interrupt supply of the Services to the Customer for routine maintenance, upgrading or other similar activities, after giving the Customer reasonable prior notice.

**Regional** means a location that is neither Metro nor Rural.

**Remote Area** means that the Site is in an area in which is not an Urban Area, Major Rural Area or Minor Rural Area.

**Rural** means a location that is greater than 250 kilometres from a town with a population of 10,000 or more people, as defined by the Australian Bureau of Statistics.

**Service Completion Notification** means the notification sent to You by Fuse Technology that indicates that the Service is operational and billing of the Service has started.

**Service Restoration** means the elapsed time during Standard Service Hours:

- (a) between You reporting the fault via the Fuse Technology CSD and the restoration of the Service; or
- (b) between Fuse Technology responding to an alarm on the Carrier Network or an Attachment Circuit and the restoration of the Service.

**Service Restoration Targets** means the periods of time outlined in clause 1.2 of this Part 2 of the Service Schedule.

**Standard Service Hours** means those hours during which the Fuse Technology CSD (or equivalent Fuse Technology department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

**Urban Area** means that the End User Site is located in an urban centre with a population equal to or greater than 10000 people.

## 1. SERVICE ATTRIBUTES

The Service Attributes define the level of service that We are committed to delivering to You.

Service Attribute	Attribute Definition	Detail
1. Service Reception	Answering a telephone call from You and logging information relevant to a fault or other details relevant to the service required.	<p><b>Fault Reporting</b></p> <p>Call Reception is available 24 hours a day, 7 days a week, 52 weeks a year 80% of calls will be answered within 20 seconds</p> <p><b>Billing and Provisioning Enquiries</b></p> <p>Call Reception is available from 0800 to 1800 AEST, Monday to Friday. Daily average - 80% of calls will be answered within 20 seconds.</p>
2. Standard Service Hours	Those hours during which the Fuse Technology Service Desk (CSD) or its upstream Third Party Service Provider is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.	24 hours a day, 7 days a week, 52 weeks a year.
3. Fault Classification	<p>All faults are classified by severity as follows:</p> <p><b>Interrupted Faults</b> Service is completely non-operational.</p> <p><b>Non-Interrupted Faults</b> Service is degraded but still operational</p>	The severity of faults are classified by the Fuse Technology CSD and advised to You at the time of logging the fault.

<b>4. Response Time</b>	The elapsed time, during Standard Service Hours, between You reporting a fault to Fuse Technology and Fuse Technology providing the following details to You: <ul style="list-style-type: none"> <li>- fault classification</li> <li>- initial diagnosis; and</li> <li>- an estimated time to restore (if known).</li> </ul>	<b>Interrupted Faults:</b> 0 to 60 minutes <b>Non-Interrupted Faults:</b> 4 hours
<b>5. Progress Updates</b>	Updates on the status of faults.	<b>Interrupted Faults:</b> Hourly <b>Non-Interrupted Faults:</b> On a significant event basis, or as otherwise agreed.
<b>6. Planned Outage Notification</b>	Notice of any planned maintenance that could cause a service outage.	Notification at least five Business Days in advance either by letter, telephone, fax or e-mail. In the case where emergency maintenance needs to be conducted, Fuse Technology will endeavour to provide at least 24-hours notice.
<b>7. Service Provisioning</b>		Refer to provisioning targets in clause 1.1 of this Part 2.
<b>8. Service Assurance</b>		Refer to assurance targets in clause 1.2 of this Part 2.

**Table 1 –Service Attributes**

**1.1 Provisioning Targets**

(a) Installation Targets

- (i) The Installation Lead Time Targets outlined in Tables 2, 3 and 4 below are subject to the ready availability and capacity of installed Carrier Network infrastructure.
- (ii) Fuse Technology will use its best endeavours to adhere to the Installation Lead Times Targets.
- (iii) The Installation Lead Time Targets commence from the date of the Order Acceptance Notification.

Business IP-Line Installation	Ethernet Access		Standard Access (DSL based Services)
	Service Over New Fuse Technology Access	Service over Existing Fuse Technology Access	
<b>Metro</b>	20 Business Days	10 Business Days	20 Business Days
<b>Regional</b>	30 Business Days	15 Business Days	20 Business Days
<b>Rural</b>	N/A	N/A	N/A

**Table 2 –Installation Lead Time Targets for Services over Fuse Technology Access**

- (iv) Fuse Technology may offer You a shorter Installation Lead Time Target (between 48 hours and 15 Business Days) (Rapid Delivery) for Services delivered via Fuse Technology Access. If available, You may select Rapid Delivery on Your order For Service. If You select Rapid Delivery, Fuse Technology will use its best endeavours to adhere to Your requested Rapid Delivery date.
- (v) Failure to achieve Your requested Rapid Delivery date does not entitle You to a rebate.

Business IP-Line Installation	Premium Access	Standard Access (DSL based Services)
<b>Metro</b>	30 Business Days or as advised in Order Acceptance Notification	20 Business Days

<b>Regional</b>	30 Business Days or as advised in Order Acceptance Notification	20 Business Days
<b>Rural</b>	As Advised at time of Order Acceptable Notification	20 Business Days

**Table 3 – Installation Lead Time Targets for Services over Third Party Access (Premium Access and Standard Access delivered via DSL)**

<b>Business IP-Line Installation (NBN)</b>	<b>In Place Infrastructure (Service Class 3)</b>	<b>Available Infrastructure (Service Class 1 and 2)</b>
<b>Type 1 (Migration) Connection</b>		
Urban Area	12 Business Days	40 Business Days
Major Rural Area	12 Business Days	40 Business Days
Minor Rural Area	12 Business Days	40 Business Days
Remote Area	12 Business Days	40 Business Days
<b>Type 2 (New) Connection</b>		
Urban Area	12 Business Days	15 Business Days
Major Rural Area	12 Business Days	20 Business Days
Minor Rural Area	12 Business Days	25 Business Days
Remote Area	12 Business Days	25 Business Days

**Table 4 – Installation Lead Time Targets for Services over Third Party Access (Ethernet Bitstream)**

- (vi) Installation Lead Time Targets assume that the relevant infrastructure and capacity is already established at the Customer Site. When infrastructure or capacity is not available, the Installation Lead Time Targets will be advised at the time of Order Acceptance Notification.
  - (vii) Fuse Technology Access refers to any Services that are provisioned using Fuse Technology owned infrastructure.
  - (viii) Fuse Technology Infrastructure – New Fuse Technology Access - means a new Access is required to deliver the service.
  - (ix) Fuse Technology Infrastructure – Existing Fuse Technology Access – means either an existing Ethernet Trunk Access or an existing Ethernet Multi-Service Access will be used to deliver the service.
  - (x) Installation time frames for IP-Line Services delivered on Existing Fuse Technology Access do not extend to Services delivered on Fuse Technology Ethernet Single-Service Access, as by its nature that Access type can only support a Single IP-Line Service.
  - (xi) Third Party Access refers to any Services that are not provisioned using Fuse Technology owned infrastructure.
  - (xii) You acknowledge that in some cases Fuse Technology will not be able to deliver the ordered Service by the advised Installation Lead Time Targets, due to limitations imposed on Fuse Technology by Third Party Service Providers.
  - (xiii) You must be available for appointments set by Fuse Technology and its contractors. In a shared building, You are responsible for ensuring that Fuse Technology and its contractors have access to the main distribution frame (MDF) and riser cables where required.
- (b) Modification Targets
- (i) The Modification Targets are outlined in Table 5 below.
  - (ii) Fuse Technology will use its best endeavours to adhere to the Modification Targets.

- (iii) The Modification Targets commence from the date of the Order Acceptance Notification.
- (iv) Failure to achieve the Modification Targets does not entitle You to a rebate.

Business IP Line Service Modification	Service over Fuse Technology Access	Service over Third Party Access
<b>Physical Changes, including:</b> <ul style="list-style-type: none"> <li>- Relocation</li> <li>- Service bandwidth change requiring a change to the physical infrastructure</li> <li>- Any other modification requiring a change to the physical infrastructure</li> </ul>	See installation targets (above)	See installation targets (above)
<b>Logical Changes, including:</b> <ul style="list-style-type: none"> <li>- Service relocation between existing Accesses</li> <li>- Service bandwidth change not requiring changes to the physical infrastructure (where possible)</li> <li>- Any other Modification that does not require changes to the physical infrastructure (e.g. Add/Remove IP addresses, BGP Peering, BGP Filter, Static Route, Internet Data Plan changes, etc.)</li> </ul>	5 Business Days	See installation targets (above)

**Table 5 –Modification Targets**

**1.2 Assurance Targets**

- (a) Availability Targets
  - (i) The Availability Targets are outlined in Table 6 below.
  - (ii) Fuse Technology will use its best endeavours to adhere to the Availability Targets.
  - (iii) Failure to achieve the Availability Targets does not entitle You to a rebate.

Service Attribute	Premium Access	Standard Access
Availability	99.95%	99.9%

**Table 6 –Availability Targets**

- (i) Availability is calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage.
- (ii) All Internet traffic outside the Carrier Network is subject to general public Internet availability, and is not included in the Availability Target Service level.
- (b) Service Restoration Targets
  - (i) The Service Restoration Targets are outlined in Table 7, 8 and 9 below.
  - (ii) Fuse Technology will use its best endeavours to adhere to the Service Restoration Targets.



Fault Classification – Interrupted Faults	Ethernet Access	Standard Access (DSL based services)
Metro	4 hrs	Next Business Day
Regional	Next Business Day	Second Business Day
Rural	N/A	N/A
Fault Classification – Non-Interrupted Faults	Ethernet Access	Standard Access (DSL based services)
All	Second Business Day	Second Business Day

**Table 7 – Service Restoration Targets via Fuse Technology Access**

Fault Classification – Interrupted Faults	Premium Access	Standard Access (DSL based services)
Metro	8 hrs (Ethernet Access) 12 hrs (Business Access)	Next Business Day
Regional	Next Business Day	Second Business Day
Rural	Third Business Day	Third Business Day
Fault Classification – Non-Interrupted Faults		
All	Fourth Business Day	Fourth Business Day

**Table 8 – Service Restoration Targets via Third Party Access (Premium Access and Standard Access)**

Fault Classification – Interrupted Faults	Standard Access (DSL based services)
Urban Area	Next Business Day
Major Rural Area	Next Business Day
Minor Rural Area	Second Business Day
Remote Area	Third Business Day
Fault Classification – Non-Interrupted Faults	
All	Fourth Business Day

**Table 9 – Service Restoration Targets via Third Party Access (Ethernet Bitsream based services)**

- (c) Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between the Customer reporting a fault to Fuse Technology or Fuse Technology responding to an alarm, and confirmation to the Customer that the Service has been restored.
- (d) Some Non-Interrupted faults may require monitoring over a time period to effectively diagnose and resolve the problem and this will be advised to the customer as the fault is investigated

**1.3 Service Performance Targets**

- (a) The Performance Targets are outlined in Table 10 below.
- (b) Fuse Technology will use its best endeavours to adhere to the Performance Targets.
- (c) Failure to achieve the Performance Target does not entitle You to a rebate.

Performance Parameter	Performance Target
<b>Average Round Trip Times</b>	
Domestic	< = 80 ms
International	< = 200 ms
<b>Average Packet Loss</b>	< 1%

**Table 10 –Service Performance Target**

- (d) Average Round Trip Times for domestic packets are measured by sending an Internet Control
- (e) Message Protocol packet (a “ping”) between any of the Fuse Technology core routers, taking the total average round trip times over a one calendar month period and comparing it to the target figure in the Table 10.
- (f) Average Round Trip Times for international packets are measured by sending an Internet Control Message Protocol packet (a “ping”) within the Fuse Technology Core Network to another international site in the US (West Coast), taking the total average round trip times over a one calendar month period and comparing it to the target figure in the Table 10.
- (g) The average Packet Loss will be less than 1% for both domestic and international packets. Average Packet Loss is taken over a one calendar month period and comparing it to the target figure in the Table 10.
- (h) Performance metrics above are measured hourly based on the average of sending 10 packets at 5-minute intervals

## 2. SERVICE REBATES

### 2.1 Service Rebates

- (a) Installation Rebates

Subject to the rebate conditions and exemptions listed in clauses 2.2 and 2.3 of this Part 2 and in the event of Fuse Technology failing to meet the Installation Lead Time Targets, You will be entitled to claim a rebate in accordance with the rates set out below.

Installation Delay	Installation Rebate
Up to 5 Business Days delay	Half of the total Monthly Recurring Fees for the first month for the delayed IP-Line Service and accompanying Access.
6 to 10 Business Days delay	The total Monthly Recurring Fees for the first month for the delayed IP-Line Service and accompanying Access.
11 to 20 Business Days delay	The total Monthly Recurring Fees for the first one and a half months for the delayed IP-Line Service and accompanying Access.
Greater than 20 Business Days delay	The total Monthly Recurring Fees for the first two months for the delayed IP-Line Service and accompanying Access.

**Table 11 – Installation Rebates**

- (b) Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in clauses 2.2 and 2.3 of this Part 2 and in the event of Fuse Technology failing to meet the Service Restoration Targets for an Interrupted Fault, You will be entitled to claim a rebate in accordance with the rates set out below.

Number of Hours in Excess of the Service Restoration Target	Service Restoration Rebate
2 – 4 hrs (inclusive)	10% of the total monthly recurring Fees for the eligible Service at that Access Site.
> 4 and ≤ 6 hrs	15% of the total monthly recurring Fees for the eligible Service at that Access Site.
> 6 and ≤ 12 hrs	25% of the total monthly recurring Fees for the eligible Service at that Access Site.
> 12 hours	30% of the total monthly recurring Fees for the eligible Service at that Access Site.

**Table 12 – Service Restoration Rebates**

The Service Restoration Rebates are calculated on the basis of the total Monthly Recurring Fees applicable to the month in which the Interrupted Fault(s) occurs.

**Example** – an Interrupted Fault occurs at a Metro Ethernet Access Site on Fuse Technology infrastructure which results in an IP-Line Service being non-operational for 6 hours. The restoration service target for this Site is 4 hours.

Restoration takes 2 hours longer than targeted. As such You will be entitled to claim a rebate for 10% of the total Monthly Recurring Fees for the affected IP-Line Service and accompanying Access at that Site.

## 2.2 Rebate Conditions

- (a) The following conditions apply to Installation Rebates:
  - (i) In the case where Fuse Technology agrees to a customer request for an installation date (the Customer Required Date) that is later than the date of the installation lead-time target, the installation delay is measured from the Customer Required Date.
  - (ii) The maximum Installation Rebate payable for an IP-Line Service with less than a twenty-four month contract term is capped at the total monthly Fees for the first month of the delayed IP-Line Service, and accompanying Access.
  - (iii) The maximum Installation Rebate payable for an IP-Line Service where third-party infrastructure is used is capped at the total monthly Fees for the first month for the delayed IP-Line Service, and accompanying third-party Access.
- (b) The following general conditions apply to Rebates:
  - (i) Rebates apply from the first full calendar month that the eligible Service is operational;
  - (ii) Where the rebate is available, the rebate is the only remedy in the event of any failure to meet the defined target (where the rebate is not available, no remedy is available);
  - (iii) You must apply for the rebate by contacting the Fuse Technology CSD and following the prescribed process for obtaining rebates within 30 calendar days of the end of the month to which the rebate applies;
  - (iv) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
  - (v) The maximum rebate available for each eligible Service in any month will not exceed 100% of the total monthly Fees for that eligible Service; and
  - (vi) Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

## 2.3 Rebate Exemptions

- (a) You will not be entitled to an Installation Rebate where one or more of the following applies:
  - (i) the delay was directly or indirectly caused by You; or
  - (ii) the delay was directly or indirectly caused by a Force Majeure Event; or
  - (iii) You request that the Service Start Date is at a date later than the Installation Lead Times; or
  - (iv) You have not paid Installation Fees.
- (b) You will not be entitled to a Service Restoration Rebate where one or more of the following applies:
  - (i) the Interrupted Fault is directly or indirectly caused by a Planned Outage;
  - (ii) disruption or delay in restoring the Service is caused or contributed to by You;
  - (iii) You have failed to pay Fees to Fuse Technology when due and payable;



- (iv) the Interrupted Fault was directly or indirectly caused by a power interruption at Your Site;
- (v) the Interrupted Fault is directly or indirectly caused by a Third Party Service Provider or as a result of a fault on a Third Party Service Provider's network; or
- (vi) the Interrupted Fault is directly or indirectly caused by a Force Majeure Event.