



AAPT Business IP VPN Service Schedule

An AAPT Data & Networking Solution



This Service Schedule forms part of the Agreement between Us and You and cannot be used as a stand-alone agreement. Any terms defined in the Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

We will be Your exclusive provider of the Service described in this Service Schedule. To place an order for this Service, please sign and return to Us the Service Order Form provided to You.

Part 1 – Service Description

1. Description

1.1 The IP VPN Service

The AAPT IP VPN Service provides an integrated solution, capable of supporting converged voice, video and data applications.

The Service offers a connection from multiple sites into a private IP/MPLS (Internet Protocol/Multi-Protocol Label Switching) domain allowing communication between sites, carried over the AAPT national MPLS network (part of Our Network).

The Service is offered in all Australian capital cities and extensively across regional and rural locations.

1.2 Service Description

The Service consists of the following features:

- a) **Attachment Access:** The Attachment Access is an access circuit that provides a connection from each Site to the AAPT Network for the transmission of data between each Site via the AAPT Network, at speeds ranging from 64Kbps to 1Gbps (as chosen by You).
- b) **IP VPN Link & QoS Package:** The IP VPN Link provides a logical connection from each Site to the AAPT Network. Each IP VPN Link will incorporate one of the following chosen Quality of Service (QoS) Packages on a per Site basis:
 - (i) No QoS;
 - (ii) BD Only;
 - (iii) Simple QoS; or
 - (iv) Flexible QoS.
- c) **IP VPN Link Management:** You may choose either AAPT Managed or Bandwidth Only IP VPN Link Management. If You have chosen for AAPT to Manage Your IP VPN Link then We will supply, install and manage the appropriate CPE for each Site.
- d) **Customer Reporting:** We will provide Customer reporting capabilities to allow monitoring of Your traffic as well as providing usage visibility to enable correct dimensioning of the service for optimal performance.

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 Order Form (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 1.3.

1.3 Service Features

1.3.1 Attachment Access

We will provide You with one or more of the following Attachment Accesses for each Site connected to the AAPT Network as part of Your IP VPN:

- (a) Premium Grade Access:
 - (i) Ethernet;
 - (ii) Business DSL; or
 - (iii) Extended Access; or
- (b) Basic Grade Access:
 - (i) Standard DSL; or
 - (ii) 3G.

The PIR of the Attachment Access/es selected for a Site will determine the maximum bandwidth available to the IP VPN Link for that Site.

1.3.2 Classes of Services

Six Class of Service (CoS) types are available, each one aimed at optimally supporting a particular type of traffic. The QoS Package chosen under clause 1.3.3 will define the availability of CoS types for your Service.

The typical use for each of the traffic classes is shown in Table 1 below.

Class	Characteristics	Suggested Purpose
RealTime-High	Assured delivery with bounded delay and delay variation	Voice over IP (transport)
RealTime-Low	Assured delivery with bounded delay and delay variation	Videoconferencing (transport) Multimedia
Interactive-High	Assured delivery with bounded delay	Voice/Video signalling Business critical interactive applications, such as SNA, Telnet, Citrix etc
Interactive-Low	Assured delivery with bounded delay	Interactive business applications, such as desktop unified communications
Business Data	Assured delivery	Non interactive business applications
Best Effort	Best effort delivery	Community communications (e.g. Facebook), Peer-to-peer traffic

Table 1 - Traffic Class Intended Use

1.3.3 IP VPN Link & QoS Package

The IP VPN Link option selected by You for a Site will determine the amount of network bandwidth available for use by that Site for access into the AAPT Network. Note: the bandwidth available for an IP VPN Link has a maximum rate set by the PIR of that Site's Attachment Access.

The accompanying QoS Package option selected by You for a Site will determine how that Site's traffic will be supported across that Site's IP VPN Link and the AAPT Network. AAPT offers four QoS Package options:

- (a) **No QoS:** All of a Site's traffic is carried across that Site's IP VPN Link and the AAPT Network as Best Effort Class of Service (CoS). This is the default QoS Package.
- (b) **BD Only:** All of a Site's traffic is carried across that Site's IP VPN Link and the AAPT Network as Business Data CoS. BD Only provides end-to-end delivery assurance between Sites so long as a minimum of Business Data CoS is available at both Sites, and submitted traffic load remains within the PIR at both ingress and egress Attachment Accesses.
- (c) **Simple QoS:** All 6 Classes of Service are available for a Site's traffic carried across that Site's IP VPN Link and the AAPT Network. The CoS queues for that Site's IP VPN Link are managed through a Weighted Round Robin (WRR) queuing method. This avoids the need for predetermined bandwidth allocations, and greatly simplifies your configuration, while still ensuring full access to all CoS queues.
- (d) **Flexible QoS:** You allocate a Class of Service to each proportion of the available bandwidth for a Site's IP VPN Link as determined by the characteristics and intended use of the bandwidth. Such allocation may be set out in the Service Order Form. That Site's traffic is carried over that Site's IP VPN Link and the AAPT Network with the CoS You have allocated to it.

NOTE: QoS Packages are selected on a per Site basis, so that a mixture of QoS Packages are allowed within Your overall IP VPN. The QoS provided between any two or more Sites will be subject to the QoS Package selected at each of those Sites.

1.3.4 IP VPN Link Management

AAPT offers a choice from two IP VPN Link Management solutions as follows:

- (a) **AAPT Managed:** We will supply, install and manage the appropriate CPE for a Site. The Attachment Access for that Site consists of the physical circuit into that Site from the AAPT Network node and Our Equipment installed at that Site. The interface provided at that Site is a 10/100BaseT Ethernet port.
- (b) **Bandwidth Only (Customer Managed):** You will supply the appropriate CPE for a Site. The Attachment Access for that Site consists of only the physical circuit into that Site from the AAPT Network node. The interface provided at that Site is determined by that Site's Attachment Access.

1.3.4.1 Service Demarcation Point

A Site's Service Demarcation Point is determined by the chosen IP VPN Link Management option as follows:

- **AAPT Managed:** the Service Demarcation Point is the Ethernet port provided on the AAPT router (which forms part of Our Equipment) at that Site.
- **Bandwidth Only (Customer Managed):** the Service Demarcation Point is the interface provided at that Site as determined by that Site's Attachment Access .

You are responsible for all cabling from the Service Demarcation Point to Your own equipment (which includes any Purchased Equipment).

1.3.5 AAPT Customer Reporting

We will provide Customer reporting capabilities which allow monitoring of Your traffic as well as providing usage visibility to enable correct dimensioning of the Service for optimal performance.

Reports include:

- network performance across the AAPT Network;
- network performance between the Service Demarcation Point and the AAPT Network (if You have chosen the AAPT Managed IP VPN Link Management option);
- availability graphs of each Attachment Access; and
- utilisation graphs of each Attachment Access.

Reports will be provided via an Internet based portal.

1.3.6 Protocol Support

The Service supports the IP protocol only.

Carriage of any other protocols by means of tunnelling technologies may be possible and would be subject to customised design and fee for service charges.

1.3.7 LAN Addressing

You can implement LAN addressing using either registered public address space or private addressing in accordance with RFC1918. Use of RFC1918 private address space is subject to some limitations in that overlap with the nominated WAN link address range must be avoided.

Two WAN link ranges are provided to allow for an alternate range to be selected in the event that the primary range should overlap or clash with a pre-existing customer LAN addressing scheme.

The primary management and WAN link address range is 10.252.0.0/16 and the secondary range used in the event of a clash with the customer addressing scheme is 172.22.0.0/16.

1.3.9 VPN Security

You are responsible for the separation of trusted and untrusted IP traffic, obtaining registered addresses (implementing NAT if required), implementing firewalls and demilitarised zone (DMZ) for the Service.

We are able to assist in the provision of these services at agreed charges.

1.3.10 Network Design

The Service includes complete pre- and post-sale network design which AAPT will prepare in accordance with Your requirements (after consultation with You but to Our ultimate discretion) and in accordance with the procedure below:

- (a) A team of specialist AAPT communications consultants will first design a conceptual wide area network ("WAN") which is determined will meet Your operational needs. During this phase, critical elements that will be considered include current LAN protocols, needs of IT applications, staff operational requirements, plans to deploy additional business applications, criticality of LAN/WAN to operational business, and available WAN services.
- (b) Post-sale, the IP design group will undertake detailed design work including router configuration and traffic prioritisation.

The network design work will be carried out by AAPT at a level and for a duration which in AAPT's sole opinion is necessary to ensure the Service is satisfactorily provided.

1.3.11 Project Management

The Service includes post-sales project management. AAPT will assign a project manager to the project, who will undertake the responsibility of ensuring that the network design is implemented in a timely manner as agreed between us.

The project management work will be carried out by AAPT at a level and for a duration which in AAPT's sole opinion is necessary to ensure the Service is satisfactorily provided.

2. PowerTel's Role

You acknowledge and agree that:

- (a) PowerTel, acting as a subcontractor of AAPT, may:
 - (i) provide the Service to You; and
 - (ii) deal with all faults and restoration issues in relation to the Service, and
- (b) PowerTel, acting as an agent for AAPT, may issue invoices to You for Charges incurred in relation to the Service; and
- (c) if (b) applies, then You will be required to pay all invoiced Charges in relation to the Service to PowerTel acting as an agent for AAPT,

in each case in accordance with the terms and conditions set out in this Service Schedule and the Service Agreement.

3. Charges

- (a) The Charges for the Service (including Attachment Access) are specified in the Service Order Form.
- (b) Other charges that may apply (including any Cancellation Charges and charges as a result of variations to the Service as requested by You) are described in the Service Agreement.

4. Minimum Period

- (a) The Minimum Period for each Individual Service is 12 months commencing from the Service Start Date or such greater period as specified in Your Service Order Form (for the avoidance of doubt the Minimum Period for each Individual Service will also apply to the Attachment Access comprised therein).
- (b) Provisions relating to cancellation of the Service by You within the Minimum Period are set out in the Service Agreement.

5. Service Levels

- (a) The service levels targets are set out in clause 1 of Part 3 of this Service Schedule (the **Service Level Targets**).
- (b) Failure to achieve a Service Level Targets does not automatically entitle You to a rebate.
- (c) Service Rebates are set out in clause 2 of Part 3 of this Service Schedule.

6. Additional Terms and Conditions

6.1 Service Updates

Notwithstanding any clause contained in the Service Agreement, AAPT may vary the Service provided to You in the following circumstances:

- (a) if in AAPT'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 AAPT may do so without reference to You;
- (b) if, in AAPT's reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case AAPT 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, which notice may contain a new Service Schedule (the **New Service Schedule**). For the avoidance of doubt the terms of any New Service Schedule will supersede and replace this Service Schedule.

6.2 Your Responsibilities

- (a) At each Site:
 - (i) You must provide for each Site appropriate telecommunications hardware for connection to its Service Demarcation Point.
 - (ii) You must provide environmental conditions for the NTU as described in its product definition document available at <http://www.aapt.com.au> (and which may be reasonably amended from time to time). Without limitation, you must provide equipment housing for the NTU as described in its product definition document.
 - (iii) You must implement and maintain network security.
- (b) You must pay all Charges resulting from use of the Services, whether authorised by You or not.

6.3 Acknowledgments

- (a) You acknowledge that the AAPT Network, and any Attachment Accesses to the AAPT Network, are not necessarily secure and You transmit material on the AAPT Network via an Attachment Access at Your own risk.
- (b) You acknowledge that AAPT 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 AAPT 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 AAPT 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, to the extent permitted by law, AAPT makes no representations or warranties as to the effectiveness or fitness for purpose of AAPT's network security or Your network security. You shall make no claim against AAPT concerning the AAPT Network's security, the security of Attachment Accesses, or Your network security.

7. Definitions

In this Service Schedule, unless the context requires otherwise:

AAPT Managed means the IP VPN Link Management solution described as "AAPT Managed" in clause 1.3.4.1 of Part 1 of this Service Schedule.

AAPT Network means the core IP/MPLS telecommunication network between the multi-service edge devices owned by AAPT.

Act means the Telecommunications Act 1997 (cth)

Attachment Access means, in respect of a Site, the connection between the Service Demarcation Point at that Site and the AAPT Network, as described in clause 1.2 of Part 1 of this Service Schedule.

Bandwidth Only means the IP VPN Link Management solution described as "Bandwidth Only" in clause 1.3.4.1 of Part 1 of this Service Schedule.

BD Only means the QoS Package option described as "BD Only" in clause 1.3.3 of Part 1 of this Service Schedule.

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.

Business DSL provides uncontended, ULL based, symmetric DSL accesses, supporting all 6 Classes of Service.

CoS or **Class of Service** means the performance classification applied to Your traffic for carriage through the AAPT Network.

CPE means Customer Premise Equipment.

Ethernet Access means the interface type that enables a single Ethernet Service to be delivered via a single Attachment Access.

Extended Access provides nx64kb/s (up to E1) clear channel leased-line-like access.

Flexible QoS means the QoS Package option described as "Flexible QoS" in clause 1.3.3 of Part 1 of this Service Schedule.

Full-Duplex means the transmission of data in two directions simultaneously.

Gbps means Gigabits per second.

Installation Charge means a one-off Charge for labour, equipment, and associated cabling for installation of the Service.

Installation Delay means where AAPT delivers the Service after the expiry of the relevant Installation Lead Time Target.

Installation Lead Time Target means the periods of time outlined in clause 1.2.1 of Part 3.

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

IP VPN means the IP VPN provided to you as part of the Service.

IP VPN Link means the IP VPN Link which enables a Site to be logically connected into the AAPT Network, as described in clause 1.2 of Part 1 of this Service Schedule.

IP VPN Link Management means the component of the Service described as "IP VPN Link Management" in clause 1.2 of Part 1 of this Service Schedule.

Metro means a location that is within the local calling area of Melbourne, Sydney, Brisbane, Adelaide, Perth, Canberra or within 50 kilometres of the GPO of each of Melbourne, Sydney, Brisbane, Adelaide, Perth, Canberra whichever is the nearer.

Minimum Period means the period outlined in clause 4(a) of Part 1 of this Service Schedule.

Mbps means Megabits Per Second.

MTU means Maximum Transmission Unit and refers to the maximum size packet in bytes that the Service can transport.

No QoS means the QoS Package option described as "No QoS" in clause 1.3.3 of Part 1 of this Service Schedule.

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

NTU means Network Termination Unit.

Order Acceptance Notification means the notification sent to You by AAPT that indicates AAPT's acceptance of Your Service Order Form.

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

PIR means, in relation to an Attachment Access, its Peak Information Rate.

PowerTel means PowerTel Limited, a Related Body Corporate of AAPT.

QoS Package means, in relation to an IP VPN Link, the QoS Package selected under clause 1.3.3 of Part 1 of this Service Schedule which describes how Your traffic is handled across that IP VPN Link and the AAPT Network.

Regional means a location that is within 250km of a town with a population of 10,000 or more people, excluding Metro areas.

Rural means a location that is neither Metro or Regional.

Service or **IP VPN Service** means the IP VPN Service (or a service derived from it) supplied to You under this Service Schedule.

Service Agreement means AAPT'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 AAPT and You (in which case the latter will take precedence).

Service Demarcation Point is defined in clause 1.3.4.2 of Part 1 of this Service Schedule.

Service Start Date means the earlier of:

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

Service Restoration means the elapsed time during Standard Service Hours:

- (a) between the Customer reporting the fault via the Premium Service Centre and the restoration of the Service; or
- (b) between AAPT responding to an alarm on the AAPT Network or an Attachment Access and the restoration of the Service.

Service Restoration Targets means the periods of time outlined in clause 1.3.2 of Part 3.

Simple QoS means the QoS Package option described as "Simple QoS" in clause 1.3.3 of Part 1 of this Service Schedule.

Site means each of Your sites connected via an Attachment Access to the AAPT Network as part of the Service.

Standard DSL provides ADSL/ADSL2+ access.

Standard Service Hours means those hours during which the AAPT Premium Service Centre (or equivalent AAPT department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.



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 AAPT or PowerTel.

Unplanned Outage means an interruption to the supply of the Service to the Customer which is not a Planned Outage.

Part 2 - Charges

Please refer to clause 3 of Part 1

Part 3 – Service Levels

The Service Level has two components:

1. Service Attribute related to the level of service that AAPT provides; and
2. Service Rebates that apply when specific Service Attributes do not perform in accordance with the corresponding Service Level Commitment set out in the table below.

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

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.

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.

Planned Outage means a period of time as reasonably determined by AAPT, that AAPT may interrupt supply of the Service 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.

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 Restoration means the elapsed time during Standard Service Hours:

- (a) between the Customer reporting the fault via the Premium Service Centre and the restoration of the Service; or
- (b) between AAPT responding to an alarm on the AAPT Network or an Attachment Access and the restoration of the Service.

Standard Service Hours means those hours during which the AAPT Premium Service Centre (or equivalent AAPT department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

1. Service Attributes

The Service Attributes define the level of service that AAPT is committed to delivering to You.

Service Attribute	Attribute Definition	Service Level Commitment
1. Service Reception	Answering a telephone call from a Customer and logging information relevant to a fault or other details relevant to the service required.	Fault Reporting Call Reception is available 24 hours a day, 7 days a week, 52 weeks a year Daily average - 80% of calls will be answered within 20 seconds Billing and Provisioning Enquiries Service Reception is available from 0800 to 1800 AEST, Monday to Friday. Daily average - 80% of calls will be answered within 20 seconds.
2. Standard Service Hours	Those hours during which the AAPT Premium Service Centre (PSC) 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	All faults are classified as follows: Interrupted Faults Service is completely non-operational. Non-Interrupted Faults Service is degraded but still operational.	Faults are classified by the AAPT PSC and advised to the Customer at the time of logging the fault.
4. Response Time	The elapsed time, during Standard Service Hours, between the Customer reporting a fault to AAPT or AAPT responding to an alarm, and AAPT providing the following details to the customer: - fault classification - initial diagnosis; and - an estimated time to restore (if known).	Interrupted Faults: 0 to 60 mins. Non-Interrupted Faults: 4 hours
5. Progress Updates	Updates on the status of faults.	Interrupted Faults: Hourly Non-Interrupted Faults: On a significant event basis, or as otherwise agreed.
6. Planned Outage Notification	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, AAPT will endeavour to provide at least 24-hours notice. Planned Outages are typically scheduled between the hours of 12:00am and 6:00am.
7. Service Provisioning		Refer to section 1.1 below.
8. Service Assurance		Refer to section 1.2 below.

Table 2 – Service Attributes

The following sections provide additional clarification to the Service Attributes outlined in the table above.

1.1 Provisioning Targets

1.1.1 Installation Targets

- (a) The Installation Lead Time Targets outlined in Tables 3 and 4 below are subject to the ready availability and capacity of installed AAPT network infrastructure.
- (b) AAPT will use its best endeavours to adhere to the Installation Lead Times Targets.
- (c) The Installation Lead Time Targets commence from the date of the Order Acceptance Notification.

	Ethernet		Standard DSL
	New	Existing	
Metro	20 Business Days	10 Business Days	20 Business Days
Regional	30 Business Days	15 Business Days	20 Business Days
Rural	N/A	N/A	N/A

Table 3 – Installation Targets for Services over AAPT Access

	Ethernet Business DSL Extended Access	Standard DSL 3G
Metro	30 Business Days	25 Business Days
Regional	30 Business Days	25 Business Days
Rural	As advised at time of Order Acceptance Notification	As advised at time of Order Acceptance Notification

Table 4 – Installation Targets for Services over Third Party Access

- (d) 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.

- (e) AAPT Infrastructure – Ethernet – New implies a new Access is required to deliver the service.
- (f) AAPT Infrastructure – Ethernet – Existing implies either an existing Ethernet Trunk Access or an existing Ethernet Multi-Service Access will be used to deliver the service.
- (g) Third Party Access refers to any Services that are not provisioned using AAPT owned infrastructure.
- (h) The Customer acknowledges that in some cases AAPT will not be able to deliver the ordered Service by the advised Installation Lead Time Targets, due to limitations imposed on AAPT by Third Party Service Providers
- (i) The Customer must be available for appointments set by AAPT and Our contractor. In a shared building where access to MDF and riser cables may be required, it is the Customers responsibility to organise it prior to appointment..

1.1.2 Modification Targets

- (a) The Modification Targets are outlined in Table 5 below.
- (b) AAPT will use its best endeavours to adhere to the Modification Targets.
- (c) The Modification Targets commence from the date of the Order Acceptance Notification
- (d) Failure to achieve the Modification Targets does not entitle You to a rebate.

Modification	Service over AAPT Access	Service over Third Party Access
Physical Changes, including: <ul style="list-style-type: none"> ▪ Service relocation (both within same building and to a new building) ▪ Service bandwidth change requiring a change to the physical infrastructure ▪ Any other Modification requiring a change to the physical infrastructure 	See installation targets (above)	See installation targets (above)
Logical Changes, including: <ul style="list-style-type: none"> ▪ Service relocation between existing Accesses ▪ Service bandwidth change not requiring changes to the physical infrastructure (where possible) ▪ Any other Modification that does not change to the physical infrastructure 	5 Business Days	See installation targets (above)

Table 5 – Modification Targets

1.2 Service Assurance

1.2.1 Service Availability Targets

(a) The Availability Targets are outlined in Table 6 below.

Service Attribute	Ethernet Business DSL Extended Access	Standard DSL 3G
Availability	99.95%	99.9%

Table 6 – Availability Targets

- (b) AAPT will use its best endeavours to adhere to the Availability Targets.
- (c) Failure to achieve the Availability Targets does not entitle You to a rebate.
- (d) 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.
- (e) Where AAPT provides Attachment Access via 3G, AAPT makes no guarantees in relation to service coverage and availability, continuous reception and network performance.

1.2.2 Service Restoration Targets

- (a) The Service Restoration Targets are outlined in Tables 7 and 8 below.
- (b) AAPT will use its best endeavours to adhere to the Service Restoration Targets.

	Ethernet	Standard DSL
Interrupted Faults		
Metro	4hrs	Next Business Day
Regional	Next Business Day	Second Business Day
Rural	N/A	N/A
Non-Interrupted Faults		
All	Second Business Day	Second Business Day

Table 7 – Service Restoration Targets via AAPT Access

	Ethernet Business DSL Extended Access	Standard DSL 3G
Interrupted Faults		
Metro	8 hrs (Ethernet) 12 hrs (Business DSL) 12 hrs (Extended Access)	Next Business Day
Regional	Next Business Day	Second Business Day
Rural	Third Business Day	Third Business Day
Non-Interrupted Faults		
All	Fourth Business Day	Fourth Business Day

Table 8 – Service Restoration Targets via Third Party Access

- (c) Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between the Customer reporting a fault to AAPT or AAPT 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

1.2.3 Business IP VPN Performance Targets

- (a) The Performance Targets are outlined in Table 9 below.
- (b) AAPT will use its best endeavours to adhere to the Performance Targets.

Class of Service	Latency (One Way)	Jitter	Packet Loss
RealTime-High	45ms	10ms	0.01%
RealTime-Low	45ms	10ms	0.01%
Interactive-High	60ms	N/A	0.1%
Interactive-Low	60ms	N/A	0.1%
Business Data	100ms	N/A	0.5%
Best Effort	N/A	N/A	N/A

Table 9 – Edge-to-Edge Network Performance Targets

- (c) Edge-to-Edge is defined as the network connection between the AAPT Multi-Service Edge devices directly connected to the customer.
- (d) The performance metrics above are measured hourly based on the average of 12 polls taken at 5 minute intervals.

1.3 Service Rebates

1.3.1 Installation Rebates

Subject to the rebate conditions and exemptions listed in clause 1.4 of this Part 3 and in the event of an Installation Delay, 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 Charges for the first month for the delayed IP VPN Service and accompanying Access.
6 to 10 Business Days delay	The total monthly Charges for the first month for the delayed IP VPN Service and accompanying Access.
11 to 20 Business Days delay	The total monthly Charges for the first one and a half months for the delayed IP VPN Service and accompanying Access.
Greater than 20 Business Days delay	The total monthly Charges for the first two month for the delayed IP VPN Service and accompanying Access.

Table 10 – Installation Rebates

1.3.2 Service Restoration Rebates

Subject to the rebate conditions and exemptions listed in clause 1.4 of this Part 3 and in the event of AAPT failing to meet the Service Restoration Targets for an Interrupted Fault, the following rebates will apply.

Number Of Hours Over Stated Restoration Time	Service Restoration Rebate
2 - 4 hrs	10% of the total monthly Charges for the affected IP VPN service and accompanying Access.
> 4 and ≤ 6 hrs	15% of the total monthly Charges for the affected IP VPN service and accompanying Access.
> 6 and ≤ 12 hrs	25% of the total monthly Charges for the affected IP VPN service and accompanying Access.
> 12 hours	30% of the total monthly Charges for the affected IP VPN service and accompanying Access.

Table 11 – Service Restoration Rebates

The Service Restoration Rebates are calculated on the basis of the total monthly recurring charges applicable to the month in which the Interrupted Fault(s) occurs.

Example – an Interrupted Fault occurs at a Metro Site on AAPT infrastructure which results in a 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 the customer will be entitled to claim a rebate for 10% of the total monthly Charges for the eligible Service at that Site.

1.4 Rebate Conditions and Exemptions

1.4.1 Rebate Conditions

The following conditions apply to Service Installation Rebates:

- (a) In the case where AAPT 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.
- (b) The maximum Installation Rebate payable for an IP VPN Service with less than a twenty-four month contract term is capped at the total monthly Charges for the first month of the delayed IP VPN Service, and accompanying Access.
- (c) The maximum Installation Rebate payable for an IP VPN Service where third-party infrastructure is used is capped at the total monthly Charges for the first month for the delayed IP VPN Service. And accompanying third-party Access.

The following general conditions apply to Rebates:

- (a) Rebates apply from the first full calendar month that the eligible Service is operational;
- (b) 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);
- (c) You must apply for the rebate by contacting the Premium Service Centre and following the prescribed process for obtaining rebates within 30 calendar days of the end of the month to which the rebate applies;
- (d) The rebate is only to be applied by way of a credit, and cannot be redeemed for cash;
- (e) The maximum rebate available for each eligible Service in any month will not exceed 100% of the total monthly Charges for that eligible Service; and
- (f) Rebates will not apply where one or more of the Rebate Exemptions (outlined below) apply.

1.4.2 Rebate Exemptions

You will not be entitled to an Installation Rebate where one or more of the following applies:

- (a) the delay was directly or indirectly caused by You; or
- (b) the delay was directly or indirectly caused by a Force Majeure Event.

You will not be entitled to a Service Restoration Rebate where one or more of the following applies:

- (a) the Interrupted Fault is directly or indirectly caused by a Planned Outage;
- (b) disruption or delay in restoring the Service is caused or contributed to by You;
- (c) You have failed to pay Charges to AAPT when due and payable;

- (d) the Interrupted Fault was directly or indirectly caused by a power interruption at Your Site;
- (e) 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
- (f) the Interrupted Fault is directly or indirectly caused by a Force Majeure Event.