

# Superloop Broadband Aggregation Service

## Schedule

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

### 1. Service Description

#### 1.1 Applicable Services

This Service Schedule applies to the following services:

- (a) NBN Co circuits – NBN Co services to Sites stated on the Service Order form.
- (b) Ethernet Network to Network Interface (**E-NNI**) – a wholesale interconnect service.
- (c) Aggregated Virtual Circuit (**AGVC**) - a virtual circuit that is used to aggregate NBN Co circuits on an E-NNI. Depending on Your aggregation method preference, this can be one or a combination of:
  - (i) L2TP AGVCs for L2TP aggregation; or
  - (ii) Ethernet AGVCs for Ethernet aggregation,

(collectively and individually referred to as the **Service**).

#### 1.2 Features

The key features of the Service include:

- (a) it is a layer 2 Service based on either PPPoE (using either L2TP or Ethernet aggregation) or IPoE (using Ethernet aggregation only);
- (b) Failover where there is redundant Customer Equipment at a Customer Site;
- (c) AGVC bursting capability of 2x the committed bandwidth with billing based on the 95th percentile; and
- (d) Ability to order AVC Services via the portal and/or APIs, including the ability to order Fibre Upgrades where available, as designated by NBN.

#### 1.3 IP Addresses

For customers using L2TP aggregation:

- (a) Superloop will supply IP addresses details of type IPv4 related to AGVCs.
- (b) Your right to use Superloop supplied IP addresses ceases on the termination or expiry of the Agreement, cancellation of the Service or where Superloop ceases to provide the Service to You.
- (c) Superloop reserves the right to change any Superloop supplied IP addresses allocated to You on at least 7 days' notice or immediately if an urgent change is required in order to maintain Network availability.

#### 1.4 Last Right of Refusal

If at any time during the Service Term You receive an offer from a Third Party for the provision of the Service or for the End User accounts who use the Service (**Third Party Offer**), You will notify Superloop and grant Superloop with the last right to match the Third Party Offer (whether that be on price, quality, service capability, or the price for the End User accounts) within 7 days of being notified. If Superloop matches a Third Party Offer to provide the Service, you agree to enter into a Service Order with Superloop for the relevant Service. If Superloop matches a Third Party Offer for the End User accounts, you agree to enter into an agreement with Superloop to sell and transfer the relevant End User accounts to Superloop.

## 2. Provision of Services

### 2.1 Infrastructure and Capacity check

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

### 2.2 Feasibility Study

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

If the result of the Feasibility Study is that additional infrastructure is required for Superloop to provision the Service, Superloop will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Service Order will terminate. Superloop may invoice You for any reasonable provisioning costs Superloop has incurred up to the date of termination of the Service Order.

### 2.3 Availability

- (a) The Service and the AVC Services are not available in all geographical areas. Superloop will notify You of Coverage Areas from time to time.
- (b) You acknowledge that the Service is only available where NBN Co and Superloop both have existing infrastructure.
- (c) Superloop may refuse any request made by You for the supply of a Service or an AVC Service for any reason in its sole and absolute discretion, including if:
  - (i) the relevant End User's premises is located outside a Coverage Area; or

- (ii) the Service or AVC Service does not pass Service Qualification or does not otherwise meet the requirements advised by Superloop; or
- (iii) capacity, interference, technical capability or other technical matters affecting the NBN Co Network, Superloop Network or a relevant Third Party network at the relevant time preclude, or would unduly delay or affect, the provision of that Service.

## **2.4 Provisioning**

- (a) At the Customer Site the Service will be provisioned at the Superloop nominated demarcation area by the RFS Date in accordance with Good Industry Practice.
- (b) At the End User Site the AVC Service will be provisioned at the NBN Co nominated demarcation area in accordance with Good Industry Practice.

## **2.5 Site access**

- (a) Superloop will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Superloop supplies an E-NNI Service.
- (b) Superloop's obligation under clause 2.5(a) does not extend to:
  - (i) entering into licence agreements with property owners, managers, or occupiers;
  - (ii) paying licence fees for the installation of its infrastructure;
  - (iii) litigating to enforce its rights as a telecommunications carrier under relevant legislation (**Carrier Rights**); or
  - (iv) referring objections to the exercise of its Carrier Rights to any Regulator.

## **2.6 Network Access Points**

- (a) The Network Access Point at the Customer Site where Superloop supplies a Service will be at Superloop's demarcation point inside the Site.
- (b) The Network Access Point at an End User Site where NBN Co supplies a service will be at NBN Co's demarcation point inside the Site.

## **2.7 Testing of Services**

- (a) Before making an AGVC available to You, Superloop will work with You to test the Service to ensure the AGVC is active.
- (b) For Ethernet aggregation, all Ethernet AGVCs (and the associated E-NNIs) in Your Service Order need to be activated before You can order any AVC Services using Ethernet aggregation.

## **2.8 Failure to make a Service available at a Network Access Point**

- (a) Superloop's obligation to make a Service available at a Network Access Point by the RFS Date will be extended to reflect any delay in achieving the RFS Date caused or contributed to by You, NBN Co, any Third Party or a Force Majeure Event.
- (b) Subject to clause 2.9(a), if Superloop fails, to make a Service available to You at a Network Access Point within 60 days of the RFS Date

applicable to that Network Access Point, You may, by notice in writing to Superloop:

- (i) request that the parties negotiate an alternative Network Access Point in good faith; and
- (ii) if the parties cannot agree on an alternative Network Access Point within 30 days, Superloop will have no further obligation in respect of the original Network Access Point and (as Your sole and exclusive remedy) You may terminate the affected Service by written notice to Superloop.

## 3. Your obligations

### 3.1 Service Order information

- (a) You must provide accurate and complete Site address information to Superloop for use in qualifying each Service. You may be liable for any costs incurred by Superloop due to any incorrect, false or misleading information You provide.
- (b) If You change a Site location prior to the delivery of the Service, You must pay Superloop's reasonable costs and fees (if any) arising from the change of Site.
- (c) The total number of AVCs available to you in Tasmania or the Northern Territory cannot exceed 5% of Your total AVCs, unless otherwise agreed in writing. Should this be exceeded, Superloop may impose additional charges for the Service.

### 3.2 NBN Co fees

Superloop will pass through to Your invoices any NBN fees associated with an AVC Service, including fees relating to (but not limited to): incremental services or NBN equipment, appointments, incorrect faults, service activations, new developments, service transfers and reversals and reconnection fees.

### 3.3 NBN Fair Use Policy

- (a) You acknowledge that all AVC Services are subject to the relevant NBN Wholesale Broadband Agreement Ethernet Product Module Fair Use Policy (**Fair Use Policy**) which is accessible by this link: <https://www.nbnco.com.au/sell-nbn-services/supply-agreements/wba>
- (b) You acknowledge that NBN may take action, or request that customers take action, against AVC Services that are in breach of the Fair Use Policy.
- (c) You will undertake any action required by Superloop and/or NBN to adhere to this Fair Use Policy.

### 3.4 Fibre Upgrades

- (a) You may be eligible for Fibre Upgrades as part of an AVC Service order. Fibre Upgrades are available at select locations as designated by NBN and indicated to You in the Service Qualification.
- (b) Fibre Upgrades can be requested via the portal and/or API.
- (c) Fibre Upgrades are subject to longer installation timeframes under the Service-Level Agreements by NBN and may take several months to complete from the time of Your Fibre Upgrades order. You acknowledge:

- (i) that installation timeframes for Fibre Upgrades under the Service-Level Agreements by NBN are not in the control of Superloop and that accelerated installations cannot be requested; and
  - (ii) should You require an AVC Service earlier, You should place an AVC Service Order on the existing technology, prior to placing an order for Fibre Upgrades.
- (d) Fibre Upgrades are delivered as a parallel service to any existing services being delivered by a different NBN technology. Following completion of the Fibre Upgrades:
- (i) Superloop will commence AVC charges for the Fibre Upgrades;
  - (ii) should You have any existing active AVC Services at the Site location, You are responsible for the cancellation or transfer of these AVC Services;
  - (iii) You will be liable to pay Superloop all applicable charges in the event that You do not cancel or transfer Your existing active AVC Services; and
  - (iv) should another Retail Service Provider request a Fibre Upgrade, whether with Superloop or through any other wholesale arrangement, at a Site location where You have an active AVC Service, You will remain liable to Superloop for all applicable charges in the event:
    - (A) Your customer does not cancel their existing service with You; and
    - (B) You do not process the cancellation of the AVC Service with Superloop.
- (e) Fibre Upgrades are subject to minimum speeds as indicated to You at the time of submitting Your Fibre Upgrades order.
- (f) For Fibre Upgrades ordered by You, You will be liable to pay Superloop the Fibre Upgrade Early Termination Fee, if applicable. The Fibre Upgrade Early Termination Fee is payable a maximum of once per location and is not applicable to either Retail Service Provider in the event of a service transfer.

### **3.5 Responsibility for Interconnection**

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

### **3.6 Technical obligations**

- (a) You need to select the aggregation method for an AVC Service at the time of the AVC Service order.
- (b) For customers using L2TP aggregation;

- (i) You must have at least one LNS that is capable of accepting and advertising Superloop supplied IP addresses using BGP.
  - (ii) The Failover feature of the Service will only apply if You have redundant Customer Equipment, including LNS, at the Customer Site.
  - (iii) You must use the Superloop supplied IP addresses (type IPv4), for Your LNS.
  - (iv) You are responsible for supplying IP Addresses to Your End Users.
  - (v) In all cases You must ensure that the correct Superloop IP address advertisement is used.
- (c) For customers using Ethernet aggregation;
- (i) You must order at least one Ethernet AGVC per state/territory.
  - (ii) For each Ethernet AGVC You may optionally designate a 'standby' E-NNI for Failover. The Failover feature will only apply if You have nominated a standby E-NNI. If You have requested to remove the requirement for LACP, there may be scenarios in which interface failures are not detected and therefore AGVCs will not Failover to an associated standby E-NNI.
  - (iii) Failover for any L2 transmission or port failures past the E-NNI within Your network will be Your responsibility.
  - (iv) The number of associated AVC Services must be less than 4,000 per Ethernet AGVC. Beyond 4,000, the system will look for the next Ethernet AGVC for that state.
  - (v) You need to allow sufficient lead-time to order and provision new AGVCs to prevent AVC ordering limitations or issues.

### **3.7 Rack space**

If applicable, You must supply at least 2 rack units of space in a cabinet at the Network Access Point to accommodate Superloop Equipment at the Customer Site.

### **3.8 Power**

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

- (ii) Changes in supply  $\pm 50\%$  of the nominal 230 volts AC (phase to neutral);
- (iii) a duration of 10 milli-seconds;
- (iv) one occurrence in a 10 second window.

### **3.9 Heating/cooling**

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

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

### **3.10 Data retention regime**

You acknowledge and agree that:

- (a) Superloop has no visibility of an End User's use of the internet; and
- (b) with respect to the Service, You are solely responsible in complying with the data retention regime pursuant to the Telecommunications Act and Telecommunications (Interception and Access) Act 1979 (Cth) (Acts); and
- (c) any requests made pursuant to either of those Acts which are submitted to Superloop will be referred to You for a response.

## **4. Access**

### **4.1 NBN Co Access Service**

The access service is NBN TC4 which is delivered on a best efforts basis, as prescribed by NBN Co.

## **5. Maintenance**

### **5.1 Planned Outage Periods**

Superloop will, wherever reasonably practical in the circumstances, give You at least 10 days prior notice of any Planned Outage Period (**Proposed Outage**) that is within its control and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

### **5.2 Minimise Disruption**

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

## **6. Faults and Fault Tickets**

### **6.1 Reporting Faults**

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

## 6.2 Fault Tickets

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

## 6.3 Closure of Fault Tickets

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

## 6.4 Faults reported in error

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

## 6.5 Information updates

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

# 7. Service credits

## 7.1 Service credits

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

	<b>Service Availability Target</b>	<b>Incremental deviation from Service Availability</b>	<b>Service Credit for first increment</b>	<b>Service Credit for subsequent increments</b>
AGVC	99.95%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service

- (b) Subject to the Service credit conditions listed in clause 7.2, Superloop will apply any Service credits it receives from NBN Co with respect to:
- (i) NBN Co failing to meet any enhanced Service Levels which apply to the AVC Service; or
  - (ii) NBN Co providing credit based on bundled CVC inclusions associated with the appropriate AVC.

## 7.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits apply from the first full calendar month that the eligible Service is operational;
- (b) where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);



- (c) You must apply for the credit by contacting the Help Desk and following the prescribed process for obtaining credits within 30 days of the end of the month to which the credit applies;
- (d) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash;
- (e) the maximum Service credit available for an AGVC in any month will not exceed 50% of the total monthly Charges for that eligible Service in that month; and
- (f) the maximum Service credit available for enhanced Service Levels is capped at the amount received from NBN Co for that eligible Service in that month.
- (g) the maximum Service credit available for CVC in any month will not exceed 70 percent of the total monthly AGVC Charges for that eligible Service in that month.

## 8. Changes

### 8.1 Relocations

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

### 8.2 Upgrades

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

### 8.3 Service Order

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

### 8.4 Variations by Third Parties

Without limiting Superloop's rights under any other clause of the Agreement, Superloop may on written notice to You vary this Service Schedule or a Service Order (excluding the Charges) if a Third Party's supply terms or agreement with Superloop is varied, terminated or replaced and as a result of that variation, termination or replacement, Superloop considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

## 9. Defined terms

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised

terms in this Schedule have the following meaning, unless the context otherwise requires:

**Agreement** means the agreement between Superloop and You (incorporating the General Terms, this Service Schedule and any applicable Service Order) in relation to the supply of Services by Superloop to You, which is available at <https://superloop.com/legal/terms/>.

**AVC / AVC Service** means Access Virtual Circuit as defined by NBN Co. This is a best-efforts bandwidth service ordered by You through Superloop for an End User Site.

**BGP** means Border Gateway Protocol.

**Coverage Area** means a geographical area in which Superloop is able to supply a Service to You.

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

**CVC** means Connectivity Virtual Circuit as defined by NBN Co. This is an aggregation of the AVCs from the End User Site back to the Superloop and NBN Co point of interconnect.

**End User** means Your customer.

**EVC** means Ethernet Virtual Connection.

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

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment (including cross-connect cables used by You to connect to the Services);
- (d) Superloop suspending the Service in accordance with the Agreement;
- (e) a Fault that arises and is resolved within a Planned Outage Period;
- (f) You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Service Order;
- (g) Failover not being activated due to LACP not being configured at Your request, which is only applicable to Ethernet AGVCs; or
- (h) a Force Majeure Event.

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

**Failover** refers to an automatic transfer of services to a redundant system when a failure is detected.

**Fault** refers to an outage of the Service but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt, except to the extent that a Planned Outage Period exceeds the planned outage window

notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement.

**Fault Ticket** has the meaning given in clause 6.2.

**Fibre Upgrades** means an AVC Service order which results in the installation and activation of NBN fibre at a location currently served by either:

- (a) the NBN Co FTTN Network: The Fibre Upgrade order will be subject to a minimum service speed order of 100/20 on the Fibre service; or
- (b) the NBN Co FTTC Network: The Fibre Upgrade order will be subject to a minimum speed order of 250/25 on the Fibre service.

**Fibre Upgrade Early Termination Fee** means a fee of \$200.00 excluding GST charged by Superloop to You in the event You:

- (c) change the service speed below the minimum speed of 100/20 for a location originally served by the NBN Co FTTN Network, or 250/25 for a location originally served by the NBN Co FTTC Network; or
- (d) cancel the service in the first 12 months from the installation of the Fibre Upgrades.

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

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

**IPoE** means Internet Protocol over Ethernet.

**LACP** means Link Aggregation Control Protocol.

**LNS** means Your Layer 2 Tunnelling Protocol Network Server.

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

**NBN Co Network** means the NBN Co Fibre Network, the NBN Co FTTB Network, the NBN Co FTTN Network, the NBN Co FTTC Network, the NBN Co HFC Network, the NBN Co Satellite Network and the NBN Co Wireless Network

**Network Access Point** has the meaning given in clause 2.4.

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

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

**PPPoE** means Point-to-Point Protocol over Ethernet.

**Remedy Period** means the period that:

- (a) commences on the earlier of when the Fault is reported to the Help Desk, or when Superloop otherwise becomes aware of the Fault; and
- (b) ends when the Fault is remedied.

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

**Service** has the meaning given in clause 1.1.

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

**Service Availability Target** has the meaning given in clause 7.1.

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

**Site** means the physical premises, including Facilities, located at the site addresses specified in the Service Order. A Site may include a **Customer Site** which is Your premises or an **End User Site** which is the premises of an End User.

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