

# Superloop Internet Service Schedule

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

## 1. Service Description

### 1.1 General

Superloop's Internet Service (**Service**) provides You with dedicated connectivity to the Internet. The Service is available at set bandwidth options ranging from 10Mbps to 1Gps.

### 1.2 Managed Service

The managed Service includes:

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

### 1.2 Self-Managed Service

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

### 1.3 IP Addresses

- (a) You may elect to use Superloop supplied internet protocol (**IP**) addresses which will be of type IPv4.
- (b) Your right to use Superloop supplied IP addresses ceases on termination 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 or to correct a Fault.

## 2. Provision of Services

### 2.1 Infrastructure and Capacity check

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

### 2.2 Feasibility Study

- (a) Where You request a Feasibility Study or Superloop requires one to be done, You must pay the applicable Feasibility Study Charge.
- (b) Superloop will refund the Feasibility Study Charge to You where:
  - (i) You order the Service within the validity period of the study;
  - (ii) Superloop notifies You of the results of the Feasibility Study and You confirm that You wish to proceed with the Service Order for the Service; or
  - (iii) Superloop completes the provisioning of the Service without notifying You of the results of the Feasibility Study.
- (c) If the result of the Feasibility Study is that additional infrastructure is required for Superloop to provision the Service, Superloop will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Service Order will terminate. Superloop may invoice You for any reasonable provisioning costs Superloop has incurred up to the date of termination of the Service Order.

### 2.3 NBN pass through of fees and charges

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

### 2.4 Provisioning

- (a) Superloop will provision the Service to the Site by terminating the Service with Superloop demarcation Equipment. Superloop will provision the Service by the RFS Date in accordance with Good Industry Practice.
- (b) Where a Third Party network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.

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

## **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 the 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**

The Network Access Point in respect of each Site where Superloop supplies a Service will be at Superloop's demarcation point inside the Site.

## **2.7 Testing of Services**

Before making a Service available to You, Superloop will test the ports at the Network Access Point to ensure the Service is active.

## **2.8 Handover of Services**

On or before the RFS Date for a Service, Superloop will make the Service available to You and give You written notice of such availability:

- (a) warranting that Superloop has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:
  - (i) circuit identifiers; and
  - (ii) a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to exercise Your right to use that Service in accordance with the Agreement.

## **2.9 Acceptance Testing**

Upon receipt of a notice from Superloop under clause 2.8, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- (b) You notifying Superloop that the Service is accepted;
- (c) expiry of the 14 day testing period without notifying Superloop of any failure of the Service to meet the Service Levels; or
- (d) You commence using the Service for a purpose other than acceptance testing.

If You notify Superloop of a failure of the Service to meet the Service Levels, Superloop will rectify the fault and re-test the Service and repeat the steps in clauses 2.7 to this clause 2.9.

## **2.10 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, any Third Party or a Force Majeure Event.
- (b) Subject to clause 2.10(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 Address information**

- (a) You must provide accurate and complete Site address information to Superloop for use in qualifying each Service. You may be liable for any costs incurred by Superloop due to any incorrect, false or misleading information You provide.
- (b) If You change the Site prior to the delivery of the Service, You must pay Superloop's reasonable costs and fees (if any) arising from the change of Site.

### **3.2 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.

### **3.3 Rack space**

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

### **3.4 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 Uninterruptible Power Supply (**UPS**).
- (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:
  - (iii) Transients  $\pm 7\%$  of the nominal 230 volts AC (phase to neutral);
  - (iv) Changes in supply  $\pm 50\%$  of the nominal 230 volts AC (phase to neutral);
  - (v) a duration of 10 milli-seconds;
  - (vi) one occurrence in a 10 second window.

### 3.5 Heating/cooling

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

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

## 4. Access

### 4.1 Access

The Service may be accessed by using:

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

### 4.2 NBN Access Service

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

### 4.3 Meanings

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

- (a) **COS** means the class of service provided by NBN.
- (b) **CIR** or Committed Information Rate means the information transfer rate which the NBN Co Network is committed to transfer for a particular link under normal conditions, as described in the NBN Enterprise Ethernet Product Technical Specifications.
- (c) **EIR** or Excess Information Rate means the rate or allowance for burstable bandwidth above the CIR.

## 5. Maintenance

### 5.1 Planned Outage Periods

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

### 5.2 Minimise Disruption

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

## 6. Faults and Fault Tickets

### 6.1 Reporting Faults

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

### 6.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
Impact	Critical Entire business affected	High Widespread business impact	Medium VIP or small user impact	Low Single user
<b>Critical</b> Critical site or business service offline   Complete interruption of Services at multiple sites	P1	P2	P2	P3
<b>High</b> Significantly reduced performance of critical sites or business services   Single site offline	P2	P2	P3	P3
<b>Medium</b> Single site degraded   Secondary service degraded or offline   Permanent solution or workaround is available to restore the functionality of the Service	P2	P3	P3	P4
<b>Low</b> No Impact	P3	P3	P4	P4

### 6.3 Fault Tickets

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

### 6.4 Closure of Fault Tickets

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

### 6.5 Faults reported in error

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

### 6.6 Fault restoration

Superloop will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target set out below.

<b>Fault</b>	<b>Response</b>	<b>Restoration Target</b>
<b>P1</b>	15 minutes	4 hours
<b>P2</b>	30 minutes	6 hours
<b>P3</b>	4 hours (during business hours)	2 Business Days
<b>P4</b>	8 hours (during business hours)	3 Business Days
<b>Service Request</b>	2 Business Days	Negotiable

### 6.7 Information updates

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

## 7. Service credits

### 7.1 Service credits

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>
Fibre	99.95%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service
Fixed wireless	99.7%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service
Super Port	99.95%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service
Third Party network	99.5%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service

## 7.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits are not available for Excluded Services;
- (b) Service credits apply from the first full calendar month that the eligible Service is operational;
- (c) where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- (d) You must apply for the credit by contacting the Help Desk and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- (e) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (f) the maximum Service credit available for each eligible Service in any month will not exceed 50% of the total monthly Charges for that eligible Service in that month.

## 8. Changes

### 8.1 Relocations

- (a) In the event You require a relocation of a Service to a new 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 entered into by Superloop and You (incorporating a Master Services Agreement, this Service Schedule and the Service Orders) in relation to the supply of Services by Superloop to You.

**Agreed Coverage Period** means 24 hours a day, 7 days a week, 52 weeks a year.

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

**Excluded Services** refers to Services provided via Third Party network or Services which are qualified in a Service Order as being excluded.

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

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (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; or
- (g) a Force Majeure Event.

**Fault** has the meaning given in clause 6.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- (b) the failure of multiple Services over a single Fibre or device is treated as a single Fault.

**Fibre** means the optical fibre cable used to provide Services.

**Fault Restoration Target** refers to the targets set out in clause 6.6.

**Fault Ticket** has the meaning given in clause 6.3.

**Feasibility Study** refers to a service qualification or Site survey.

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

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

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

**IPv4** means the fourth version of the IP.

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

**Network Access Point** has the meaning given by 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.

**Remedy Period** means the period that:

- (a) commences on the earlier of when the Fault is reported to the Help Desk; and
- (b) ends when the Fault is remedied.

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

**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 at clause 7.1.

**Site** means each of Your physical premises, including Facilities, located at the site addresses specified in the Service Order.

**Super Port** is a port hand off in a Facility where Superloop has a network presence.

**UPS** or Uninterruptible Power Supply means an electrical apparatus that provides emergency power to a load when the input power source or mains power source fails.

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