



VOICE



INTERNET



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ASIAN PACIFIC TELECOMMUNICATIONS PTY LTD

STANDARD FORM OF AGREEMENT

Schedule 2 – Data Services

December 2013



**ASIAN PACIFIC
TELECOMMUNICATIONS**

Member of  **ASIAN PACIFIC
CORPORATE SERVICES**

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1. Service Schedule 2 – Data Services

Capitalised terms used in this Service description have the same meaning as in the Asian Pacific Telecommunications Standard Form of Agreement published by us from time to time (**General Terms**), unless otherwise expressly stated to the contrary in this Service description.

1.1 Overview

1.2 Standard Service Terms

These are the Standard Service Terms provided to you as referred to in the General Terms. These Standard Service Terms provide specific information to you about the Data Services you are acquiring from us.

1.3 Service components

Depending on the content of your Application, Letter and any Variation, the Data Services may comprise one or both of the following:

- (a) **Internet Service:** the service we provide to you which enables a connection to the Internet from the Network Boundary Point;
- (b) **WAN Services:** are carriage links that provide private access and enable the interlinking of multiple geographically disperse locations without traversing the internet. These links are generally dedicated and offer SLA's and quality of service for transmitted data. Whether provided on a meshed network or through point to point links, both layer 2 and 3 links offer clients the ability to extend their private network on a national or international level.

2. Internet Services

2.1 What is the Internet Service?

- (a) We provide the Internet Service in a variety of ways and you will need to choose one of the following methods in your Application or other written notice provided to us:
 - (i) On-net Dedicated Internet
 - (ii) On-net Prioritised Internet
 - (iii) On-net Business Select Internet
 - (iv) On-net Business Lite Internet
 - (v) Off-net DSL Internet
 - (vi) Off-net Symmetrical Internet

2.2 What is the difference between those methods?

- (a) On-net Dedicated Internet

We provide dedicated bandwidth to clients who require guaranteed service levels and throughput. Clients utilising dedicated internet links will not be affected at the gateway by other users on our network and can chose to slice the allocated bandwidth as they chose. Dedicated internet is procured in Megabits per second (Mbps) and with designated content amounts.
- (b) On-net Prioritised Internet

Prioritised Internet is a shared pipe with bandwidth management to allow users to have priority over other users on the network. This product is procured in Mbps with target SLAs on allocated bandwidth.
- (c) On-net Business Select Internet

Business Select is the Internet model with access to our largest shared internet gateway. With advanced features such as site failover, gateway failover and dual carrier redundancy, this product is designed as a cost effective enterprise solution with Service Level Targets.
- (d) On-net Business Lite Internet

Business Lite Internet is our corporate grade ADSL equivalent service that provides cost effective symmetrical internet access for On-net customers. Business Lite does not provide Service Level guarantees.
- (e) Off-net DSL Internet

Off-net DSL Internet provides Business Grade DSL to clients with no access to our private network. These services provide clients with either cost effective symmetrical or asymmetrical services and have a range of monthly quota options.
- (f) Off-net Symmetrical Internet

Off-net Symmetrical Internet provides Business Grade symmetrical Fibre or Copper Internet solutions to clients without access to our private network. With guaranteed SLA's, these services provide dedicated internet to client sites.

2.3 Configurations

Internet Services are provided in either a Unmanaged (public) or Managed (private) configuration and you will need to choose a configuration in your Application or other written notice provided to us.

- (a) An Unmanaged configuration delivers an Ethernet handoff with one or more public IP address that may require CPE, nominally a firewall/router. If you opt for this configuration you are responsible for securing and managing your network.
- (b) A Managed configuration delivers a single Ethernet handoff with a set private address or a full private network range. Under this model you sit behind our firewall and have no inbound public presence.

2.4 Your connection to our network

- (a) It is your responsibility to ensure that the Internet Service can be provided to your Premises and to the Network Boundary Point.
- (b) If you require us to connect your Premises to our telecommunications network so that you can receive the Internet Service, we may do so for an additional charge payable by you. That charge may be a one off charge, or payable by you on an ongoing basis, e.g. monthly. Except if we provide you with any equipment for which you have paid us in full, no title or interest in any equipment we use to provide a Service to you passes to you.
- (c) We may use a third party supplier to connect you to the Internet Service.

2.5 Additional terms relating to your connection to, or use, of the Internet Service

You acknowledge and agree that our supply of the Internet Service may be adversely affected by any of the following:

- (a) non-compliant or defective equipment including Third Party Facilities;
- (b) configuration changes not supported by us or our network operators; or
- (c) non-adherence to cabling standards endorsed by us or in compliance with the Law,

and if that occurs, any such adverse effect does not equate to a default by us or give rise to an obligation on us to rectify the cause of the adverse effect or constitute a defect in our provision of the Internet Service to you.

2.6 Connecting to the Internet Service

- (a) We will endeavour to connect our Internet Services to you within the timeframes set out in your contract or otherwise agreed.
- (b) We decide the route and technical means that we use to provide the Internet Service to you.
- (c) At our discretion we may at any time and from time to time decide that we are unable to provide the Internet Services to you if you do not have the necessary Third Party Facilities in place or if the Third Party Facilities do not have sufficient capacity to support the Internet Services.
- (d) We decide the IP addressing scheme which will be provisioned with the Internet Service. Managed IP addressing must follow our predefined schema and cannot be changed on a per client basis.
- (e) We may throttle traffic on the network to maintain a reasonable level of performance for all users, having regard to network traffic levels from time to time. If we determine, acting reasonably, that a particular traffic type is not likely to be critical, we may be slow transmission without notice and at our discretion.

2.7 Equipment required to use the Internet Service

- (a) Unmanaged Connections – You will need to supply Third Party Facilities to connect to Internet Service. We will supply the necessary configuration

details for you to connect to the Internet Service, but take no liability or responsibility for faulty or misconfigured Third Party Facilities or other inability to connect to the Internet Service.

- (b) Managed Connections – We supply the required equipment to enable you to connect a designated number of end points as agreed between us.

2.8 Charging of the Internet Service

You accept fixed monthly access fees will be charged monthly in advance and variable usage charges in arrears except to the extent we otherwise determine.

2.9 Service Level Agreements for the Internet Service

We aim to provide the following service levels in relation to the Internet Services. Only the service level applicable to the particular Internet Services we have agreed to provide to you will apply:

- (a) Dedicated Internet
99.9% Service availability
- (b) Prioritised Internet
99.9% Service availability
- (c) Business Select Internet
99.5% Service availability
- (d) Business Lite Internet
95% Service availability
- (e) Off-net DSL Internet
Best Efforts
- (f) Off-net Symmetrical Internet
99.5% Service availability

3. WAN Services

3.1 What is the WAN Service?

The WAN Service is provided to customers for the purposes of connecting geographically dispersed Local Area Networks (LAN) while limiting the exposure to contented networks such as the internet. WAN services are available in the following configurations:

- (a) Layer 3 Point to Point
- (b) Layer 3 Meshed
- (c) Layer 2 Point to Point
- (d) Layer 2 Meshed

The above configurations are available in some or all of the below formats:

- (a) DSL
- (b) Ethernet over Copper (EoC)
- (c) Ethernet over Fibre (FoC)

3.2 Your connection to the WAN Service

- (a) It is your responsibility to ensure that you can receive the WAN Service at your Premises and, if applicable, using Third Party Facilities.
- (b) If you require us to connect your Premises to our telecommunications network so that you can receive the WAN Service, we may do so for an additional charge payable by you. That charge may be a one off charge, or payable by you on an ongoing basis, e.g. monthly. Except if we provide you with any equipment for which you have paid us in full, no title or interest in any equipment we use to provide a Service to you passes to you.

3.3 Additional terms relating to the WAN Service

You acknowledge and agree that our supply of the WAN Service may be adversely affected by any of the following:

- (a) non-compliant or defective equipment including Third Party Facilities;
- (b) configuration changes not supported by us or our network operators; or
- (c) non-adherence to cabling standards endorsed by us or in compliance with the Law,

and if that occurs, any such adverse effect does not equate to a default by us or give rise to an obligation on us to rectify the cause of the adverse effect or constitute a defect in our provision of the WAN Service to you.

3.4 Connecting to the WAN Service

- (a) We will endeavour to connect our WAN Services to you within the timeframes set out in your contract or otherwise agreed.
- (b) We decide the route and technical means that we use to provide the WAN Service to you.
- (c) At our discretion we may at any time and from time to time decide that we are unable to provide the WAN Services to you if you do not have the necessary Third Party Facilities in place or if the Third Party Facilities do not have sufficient capacity to support the WAN Services.
- (d) We decide the IP addressing scheme which will be provisioned with the WAN Service if a Layer 3 option is chosen.

- (e) We may manage traffic on the network to attempt to maintain a reasonable level of performance for all users. If we determine, acting reasonably, that a particular traffic type is not likely to be critical, we may slow transmission without notice and at our discretion.

3.5 Hardware Required to use the WAN Service

- (a) Layer 2 Connections – Require Third Party Facilities supplied by you to connect to the handoff supplied by us. We will supply the necessary configuration details for you to successfully connect the Third Party Facilities, but take no liability or responsibility for faulty or misconfigured Third Party Facilities.
- (b) Layer 3 Connections – We supply the required equipment for you to connect a LAN. We will supply the configuration for internal end points to connect and may offer a range of internal services such as DHCP and DNS forwarding for the local LAN segment.

3.6 Charging of the WAN Service

You accept fixed monthly access fees will be charged monthly in advance and variable usage charges in arrears except to the extent we otherwise determine.

3.7 Service Level Agreements for the WAN Service

We aim to provide the following service levels in relation to the WAN Service. Only the service level applicable to the particular WAN Service we have agreed to provide to you will apply:

- (a) DSL
Commercially reasonable efforts
- (b) Ethernet over Copper
99.5% Service availability
- (c) Fibre
99.5% Service availability