

STANDARD AGREEMENT FOR SUPPLY OF ACURUS SERVICES

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PART A STANDARD AGREEMENT FOR SUPPLY OF ACURUS SERVICES

1. Under the Telecommunications Act 1997 (“**Act**”), ACURUS may, in relation to the supply of telecommunication services (“**Services**”) either:
 - (a) Contract on an individual basis with you where you acquire the Service; or
 - (b) Contract with you by way of a standard form of agreement, the terms and conditions of which will apply to all customers who acquire the Service, unless expressly excluded by a contract with an individual customer.
2. The Service is being supplied to you by way of a standard form of agreement (“**Standard Agreement**”). The Standard Agreement for the supply of the Service comprises, in order of priority:
 - (a) In Part B, a description of the relevant Service and any Service specific terms and conditions (“**Service Description**”);
 - (b) In Part C, the general terms and conditions on which we will supply the Service to you (“**General Terms and Conditions**”). These are in addition to any Service specific terms and conditions contained in the Service Description;
 - (c) The relevant application form signed by you requesting the Service (“**Application for Service**”); and
 - (d) In Part D, the relevant service levels (if any) that apply to the Service (“**Service Levels**”).
3. The Services the subject of any and all Applications for Service submitted by you to ACURUS will, unless otherwise agreed between us and you, be supplied by ACURUS in accordance with the terms and conditions of the Standard Agreement (as may be amended by us from time to time).
4. A defined term in the Service Description, the Application for Service or the Service Levels shall, unless expressly defined therein, have the meaning given to that term in the General Terms and Conditions.
5. The Standard Agreement for supply of Services will commence operation on 3rd of March 2010 and remain in force until revoked by us or by law. We may vary the Standard Agreement at any time without notice. We will notify you of any non-detrimental changes by posting the change on our website. In relation to detrimental changes, you will be notified in accordance with section 480A of the Act.



PART B (i) ACURUS DATA SERVICE DESCRIPTION

PART B (i) ACURUS DATA SERVICE DESCRIPTION

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

1. General Terms and Conditions
 - 1.1 This Service Description incorporates the General Terms and Conditions and forms part of the Standard Agreement.
2. ACURUS Data Services
 - 2.1 ACURUS data Services comprise of the following service categories (“Service Category”):
 - (a) ACURUS Leased Line Services;
 - (b) ACURUS Frame Relay Services;
 - (c) ACURUS Asynchronous Transfer Mode (“ATM”) Services;
 - (e) ACURUS Ethernet Services (“Ethernet”); and
 - (d) ACURUS Multi Protocol Label Switching (“MPLS”) and Virtual (“VPN”) Private Network Services.
 - (f) ACURUS Managed Solution
3. Service Descriptions
 - 3.1 The following Service Descriptions are provided for each data Service Category:
 - (a) ACURUS Leased Line:

ACURUS Leased Line is a permanent digital communications service that enables point to point delivery of traffic at dedicated bandwidths and throughput. ACURUS Leased Line service supports a wide range of applications, the most predominant being private voice and data networking and Internet backbone connectivity.

ACURUS Leased Line is available at a variety of speeds and supports various electrical and optical interfaces.
 - (b) ACURUS Frame Relay:

ACURUS Frame Relay is a high-speed packet-switched data carriage service, designed for cost-efficient data transmission of intermittent traffic between local area networks (“LANs”) and end-points in a wide area network (“WAN”). ACURUS Frame Relay service provides a permanent connection, with variable throughput, allowing the customer to leverage capacity on the ACURUS network. This service can be used to meet a wide variety of applications, including data, voice and video transfer.

ACURUS Frame Relay services are delivered over a broad range of access speeds, ranging from 64kbps to 2048kbps. Interface options include V.35, X.21, and G.703/G.704.
 - (c) ACURUS ATM:

ACURUS ATM is a cell-switching and multiplexing technology that combines the benefits of circuit switching (constant transmission delay and guaranteed capacity) with those of packet switching (flexibility and efficiency for intermittent traffic). ACURUS ATM service is composed of one access point at each customer site and at least one permanent virtual circuit (“PVC”), linking your various access points to the ACURUS network.

The ACURUS ATM service is a premium high-speed broadband service with transmission access speeds ranging from 64kbps to 155Mbps. ACURUS offers Constant-Bit-Rate (“CBR”) and Variable-Bit-Rate non-real time (“VBR-nrt”) Classes of Service.
 - (d) ACURUS Ethernet:

The ACURUS Ethernet Service is a networking solution that can be provided across the Metropolitan Area Network (MAN) and Wide Area Network (WAN) for customers to interconnect their existing Ethernet Local Area Network. The service is provided at variable access speeds - Ethernet (512Kbps -10Mbps), Fast Ethernet (100Mbps) or Gigabit Ethernet (1000Mbps).

Ethernet offers a wide range of bandwidth options ranging from 512Kbps all the way up to 1000Mbps. The Ethernet service is available in increments of 512Kbps, 1024Kbps and 2048Kbps then 2Mbps increments up to an access speed of 10Mbps; then in 5Mbps increments up to 100Mbps; and 100Mbps increments up to 1000Mbps.

PART B (i) ACURUS DATA SERVICE DESCRIPTION

The features of the ACURUS Ethernet service are:

1. Point-to-Point and Point-to-Multi-point connections allowing for meshed connectivity.
2. Intra-city and Inter-capital connections.
3. 512Kbps to Gigabit bandwidth (Gigabit access subject to a feasibility study).
4. Dedicated Internet Access (Point-to-Internet).

The Ethernet standard implemented by ACURUS is based on the IEEE 802.3 standard (10Mbps). It also incorporates the Fast Ethernet (100Mbps) standard - 802.3u - and Gigabit Ethernet (1000Mbps) standard -802.3z.

Individual services on the Ethernet based network will be allocated individual VLANs for that service. VLANs enable separation of customer traffic to create metropolitan or inter-capital virtual private networks.

(e) ACURUS MPLS and VPN:

ACURUS MPLS and VPN services provide a corporate quality-of-service private IP-protocol networking solution based on an industry standard MPLS core, which provides any-to-any IP routing.

A wide variety of layer 1 and layer 2 access technologies are supported for connection to the network including and not limited to:

- ACURUS Leased Line Services
- ACURUS Frame Relay Services
- ACURUS Asynchronous Transfer Mode (“**ATM**”) Services
- ACURUS Ethernet Services (“**Ethernet**”)
- ACURUS SpeedStream DSL Services
- ACURUS SuperDSL
- ACURUS Dial/ISDN

It allows any-to-any interconnectivity between (intelligent) sites and supports multiple applications over IP protocols including voice, data, real time video and Internet based applications. As it is MPLS (Multi Protocol Label Switching) technology it is able to guarantee quality of service for Wide Area Network (“WAN”) or site to site transmission.

ACURUS MPLS and VPN services are available at speeds ranging from 56kbps to 155Mbps. Integrated router and access options are available.

(f) ACURUS Managed Solution:

The ACURUS Managed Solution is a complete service designed to address the demand for bundled services in a corporate environment, allowing businesses to outsource their external communications requirements. In conjunction with ACURUS Voice, Data or Internet access physical mediums, the ACURUS Managed Solution incorporates design, installation and maintenance of the following:

Managed Routers and Switches (“MRS”): MRS allows management and maintenance of Local Area Network (“LAN”) to LAN and LAN/WAN to the Internet by suppling, utilising and supporting Customer Premise Equipment (“CPE”).

VoIP: The ACURUS VoIP Service is based on industry standard protocols designed to deliver the integration of Voice and Data services on common lines. Although designed for the high volume need of call centres environments, ACURUS VoIP Service can be utilised for any “site to site” communications or “site to Public Switched Network” communications.

ACURUS SoftTalk (PABX) Service: The SoftTalk Service is a soft PABX system designed to replace traditional PABX systems of any size. Utilising international standard SIP protocols, the SoftTalk is customisable to organisational requirements. Server based, the SoftTalk Service is designed and installed at the customer premise.

4. Definitions

ATM means Asynchronous Transfer Mode.



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PART B (i) ACURUS DATA SERVICE DESCRIPTION

IEEE means Institute of Electrical and Electronics Engineers

ISO means International Standards Organisation.

ISP means Internet Service Provider.

ITU means International Telecommunications Union.

LAN means Local Area Network.

MAN means Metropolitan Area Network.

PVC means Permanent Virtual Circuit.

VLAN's means Virtual Local Area Network. A means by which LAN users on different physical LAN segments are afforded priority access privileges across the LAN backbone in order that they appear to be on the same physical segment of an enterprise-level logical LAN.

VPN means Virtual Private Network.

WAN means Wide Area Network.



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PART B (i) ACURUS DATA SERVICE DESCRIPTION

5. Service Specific Terms & Conditions

5.1 General:

In relation to the access speeds outlined above, you acknowledge and agree that while the speeds quoted above are our best estimate, some variation may be experienced by you from time to time due to technical features of the specific service which may include without limitation packet loss.



PART B (ii) – ACURUS VOICE SERVICE DESCRIPTION

PART B (ii) ACURUS VOICE SERVICE DESCRIPTION

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

1. General Terms and Conditions
- 1.1 This Service Description incorporates the General Terms and Conditions and forms part of the Standard Agreement.
2. ACURUS Voice Services
- 2.1 ACURUS voice Services comprise of the following service categories (“Service Category”):
 - (a) ACURUS ISDN Service;
 - (b) ACURUS 13/1300/1800 BizXpand (“BizXpand”) Service;
 - (c) ACURUS Long Distance Service;
 - (d) ACURUS Business Line Services.
3. Service Descriptions
- 3.1 The following Service Descriptions are provided for each voice Service Category;

(a) ACURUS ISDN:

The ACURUS ISDN Service is a high capacity directly connected telephone and switched data service. ACURUS ISDN provides users with digital access to switched voice and switched data on a single integrated network connection. ACURUS provides the local access lines from a Service Delivery Point on your premises to the serving ACURUS MegaPop.

ACURUS ISDN Services operate according to the European ETSI ISDN standard and are available only as primary rate services. These services will work with customer equipment that conforms to ACA technical standard TS038. An alternate variant of the service is also available that will work with customer equipment that conforms to ACA technical standard TS014. Local number porting enables customers to transfer existing service numbers from other suppliers to ACURUS when connecting to the ISDN service.

(b) ACURUS BizXpand:

The ACURUS BizXpand Service is a highly flexible inbound advanced calling service. Business customers use BizXpand services to enable their clients to call them at a subsidised call charge using 13, 1300 and 1800 prefixed numbers. Each BizXpand service has a single BizXpand service number that is either ten digits (of the form 1800 XXX XXX, 1300 XXX XXX) or six digits in length (of the form 13 XX XX).

Calls can be made by the public to ACURUS BizXpand services from anywhere in Australia and can be terminated at customer-nominated sites anywhere in Australia or overseas. Generally, callers pay no call charge when calling BizXpand services prefixed with 1800 and pay not more than a local call charge when calling BizXpand services prefixed with 13 and 1300; exceptions apply for calls made from mobiles or from international locations.

Number porting enables customers to transfer existing 13, 1300 and 1800 service numbers from other suppliers to ACURUS when connecting to the BizXpand service.

(c) ACURUS Long Distance:

The ACURUS Long Distance Service is a long distance telephone service for locations that are not directly connected to the ACURUS Network. The Service can be used by means of either preselection or by use of a carrier override code to make calls to international numbers, Australian geographic numbers, Australian GSM and CDMA mobile phones (but not satellite mobile phones) and selected operator services.

If the Service is used by means of pre-selection, all of the above calls on the nominated local access lines are automatically routed to ACURUS by default at your local exchange. If you use the Service by means of carrier override code, you must dial ACURUS override code before the destination number for the above calls. It may be possible for your telephone equipment to store this override code and automatically prefix it to dialled numbers on appropriate calls.



PART B (ii) – ACURUS VOICE SERVICE DESCRIPTION

(d) ACURUS Business Line Services:

ACURUS Business Line is an analogue PSTN service.

ACURUS Business Line offers a number of standard and optional features, including:

- Call Waiting;
- Call Forward (immediate, no answer or busy);
- Conference Call (3 way);
- CLIP;
- CLIR;
- Call Barring;
- Line Hunt (additional Charges apply);
- Hot Line (additional Charges apply);
- Hunt Group Call Forward No Answer; and
- Hunt Group Call Forward Busy

Local number portability enables customers to transfer existing service numbers from the Other Suppliers to ACURUS when connecting to the Business Line Service. Alternatively, ACURUS may allocate numbers for customer use if required.

The ACURUS Business Line Service is subject to a Minimum Term, and additional lines purchased thereafter will also be subject to the Minimum Term.

4. Service Specific Terms & Conditions

ISDN:

In relation to ISDN, you acknowledge and agree that:

- (a) the Usage Based Charge for ISDN is based on usage volume for either outgoing calls only or a combination of outgoing and incoming calls. For the avoidance of doubt, use of ISDN for incoming calls only, or where the combination of outgoing and incoming calls exceeds a ratio of 10 incoming calls for every 1 outgoing call, will be deemed misuse of ISDN for the purposes of clause 5.1 of the General Terms and Conditions;
- (b) the Usage Based Charge for ISDN local calls is based on maximum call durations of 45 minutes. For the avoidance of doubt, use of ISDN for local calls exceeding 45 minutes in duration will be deemed misuse of ISDN for the purposes of clause 5.1 of the General Terms and Conditions; and
- (c) if you apply to port geographic service numbers from an Other Supplier's service to an ISDN service (a process commonly referred to as local number portability), ACURUS does not warrant or guarantee the feasibility or success of such a port or that numbers successfully ported to ACURUS are capable of being ported to any Other Supplier.

4.2 BizXpand:

In relation to the ACURUS BizXpand Service, you acknowledge and agree that:

- (a) you must specify on the Application for Service if the Service is to be used regularly as a High Calling service;
- (b) if the Service is not nominated as a High Calling service but you anticipate an event that will or may cause your usage of the Service to exceed the High Calling threshold, you must, as soon as possible, give to ACURUS prior written notice of such event.

4.3 Long Distance:

In relation to the ACURUS Long Distance Service, you acknowledge and agree that:

- (a) if you use the Service by means of preselection, you may only use the Service as a bundled or combined service comprising of the following call types:
 - (i) long distance;
 - (ii) fixed to mobile, specifically GSM and CDMA mobiles and excluding satellite mobiles; and
 - (iii) pre-selectable operator services.For the avoidance of doubt, you will not be able to use preselection for individual types of calls;
- (b) If you use the Service by means of a carrier override code, you may use the Service for individual calls of the following types:
 - (i) long distance;
 - (ii) fixed to mobile, specifically GSM and CDMA mobiles and excluding satellite mobiles;



PART B (ii) – ACURUS VOICE SERVICE DESCRIPTION

- (iii) pre-selectable operator services; and
- (iv) local calls in selected areas and by prior agreement between the parties.

4.4 ACURUS Business Line Services:

- (a) you authorise us to act as the Customer Authority (CA) to enable us to purchase Unbundled Local Loop (ULL) or multiples of such and to disclose such authority to Other Carriers in response to a request; and
- (b) you acknowledge that each service will be subject to a DSL service qualification process and hence post application form signature. ACURUS reserves the right to non delivery if service qualification process shows possibility of failure on delivery; and
- (c) you acknowledge that equipment to be connected to the ACURUS voice exchange lines must be ACA approved for PSTN connection;
- (d) you acknowledge that the following operating conditions are not supported by ACURUS Business Line and may affect ACURUS Business Line service levels;
 - (i) ring detection in Customer Equipment where the total Ringer Equivalence Number (REN) on a line is greater than 2.5.
 - (ii) end to end signalling via line conductors, Cailho or phantom circuits.
 - (iii) data modems and facsimile Customer Equipment working at data signalling rates greater than 2400 bit/s.
 - (iv) data modems and facsimile Customer Equipment not conforming to ITU-T Recommendations V.17, V.29, V.34 or V.90.
 - (v) two (2) or more telephones or equivalent apparatus in the off hook condition at the same time.
- (e) you may cancel your Business Line Service at any time prior to the Service Delivery Date by:
 - (i) notifying us in writing; and
 - (ii) paying to us an amount of \$159.00 per line divided by the number of months remaining on the individual service commitment term;
- (f) you acknowledge and agree that if you apply to port geographic service numbers from the other Supplier's service to the Business Line Service (a process commonly referred to as local number portability). ACURUS does not warrant such a port or that numbers can be successfully ported to ACURUS or vice versa;
- (g) you agree that you will make reasonable use of the Business Line Service. For the avoidance of doubt, it is unreasonable use of the Business Line Service if on average 95% is unreasonable use of the Business Line Service if on average 95% of local calls made have durations of 60 minutes or more on any particular Business Line. Such unreasonable use of the Business Line Service will be considered misuse and clause 5.1 of the General Terms and Conditions will apply.

5. Common Voice Service Specific Terms & Conditions

5.1 Minimum Terms for Voice services which require a direct physical connection to our network will include a fixed Recurring Charge and an associated Minimum Term relevant to that Recurring Charge. You may elect to terminate your service prior to expiration of the Minimum Term by paying to ACURUS an early termination fee. This early termination fee is the balance of the Recurring Charge due for the remainder of the Minimum Term for the services being terminated.

5.2 Transferring Voice Services from Current Supplier to ACURUS: If in providing voice Services we need to change your arrangements with your Current Supplier, you consent to the following procedures:

- (a) you authorise us to advise your Current Supplier that the voice Services are to be provided by us in place of your Current Supplier and to sign on your behalf and in your name forms of authority to your Current Supplier to transfer the provision of the voice Services to us;
- (b) If we request, you will give written instructions to your Current Supplier to transfer the voice Services from your name into our name;
- (c) you will immediately pay to your Current Supplier all amounts owing for the Transferred Services including alteration of charges which your Current Supplier may demand up to the time of transfer of those accounts;
- (d) within 7 days of our request you will provide us with a written list of all amounts which you presently owe to your Current Supplier for its services and include details of any amounts which are in dispute between you and your Current Supplier in relation to its services;
- (e) you authorise us to, at our discretion, resolve all disputes between you and your Current Supplier about charges owed by you to your Current Supplier. You will settle all disputes with your Current Supplier in accordance with such resolution and, at our discretion, authorise us to immediately pay your Current Supplier on your behalf;
- (f) if we pay or credit any amount to your Current Supplier on your behalf, then, you will indemnify and reimburse us for that amount;
- (g) if the Current Supplier credits us with any amount concerning the Transferred Services, we will credit that amount to you.



PART B (ii) – ACURUS VOICE SERVICE DESCRIPTION

- 5.3 Transferring Voice Services from ACURUS to Other Supplier: If you request us to transfer the voice Services provided to you to any Other Supplier:
- (a) you remain liable to us for the amount payable for the voice Services up to the time when we transfer those accounts to any Other Supplier. ACURUS voice Services to you will cease when we transfer those accounts to any Other Supplier;
 - (b) we will bill you for the voice Services within the following billing period or as soon as those charges become apparent to us;
 - (c) we will, subject to clause 7.8 of the General Terms and Conditions, credit you with any amount credited to us by any Other Supplier for voice Services up to the date of transfer of those accounts to any Other Supplier.
- 5.4 Telephone Number: You acknowledge that you have no right, title or interest in any number allocated to you as part of the voice Services. We will comply with the National Numbering Plan and reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or any direction by the ACA. We will notify you of any numbering change, which will affect you.
- 5.5 Calling Line Identification: If you do not bar CLI in respect of calls made from the voice Services, when a call is made from the voice Services, your telephone number may be sent automatically to the equipment of the called party. You further agree that if a party calling the voice Services has not barred CLI from calls made from its equipment, the telephone number of the calling party may be displayed on the screen of your handset which receives the call, if the handset is technically capable of displaying CLI.
- 5.6 Installation of Equipment:
- (a) you must assist us to ensure that any ACURUS Equipment necessary for you to receive voice Services and access the ACURUS network is installed and programmed so that calls to destinations nominated by us from time to time are, so far as possible, carried by the ACURUS switched services network;
 - (b) you authorise us or will ensure authorisation for us or our agents to disconnect, install or make amendments to any auto diallers, key systems or PABX programming at Your Premises or the premises of your end user in order for us to provide the voice Services.
- 5.7 In relation to the termination of fixed to mobile voice services, the Customer agrees and acknowledges that:
- (a) where the Customer selects “Primary Route All Calls” in the Application for Services, ACURUS shall use the standard route for the termination of all Customer calls;
 - (b) where the Customer selects “Secondary Route Only” in the Application for Services:
 - (i) the Secondary Route may result in a slight degradation in the quality of service including (without limitation) a slight increase in “post dial delay” and the unavailability of Calling Line Identification;
 - (ii) any degradation in quality of service referred to in clause 5.7(b)(i) above will not, in itself, constitute a fault under the ACURUS voice Service Level Agreement; and
 - (iii) there may be instances where the Secondary Route is unavailable or where the Secondary Route is congested and, therefore, ACURUS will return the traffic to the originating carrier for termination; and
 - (c) where the Customer selects “Secondary Route All Calls” in the Application for Services:
 - (i) the Secondary Route may result in a slight degradation in the quality of service including (without limitation) a slight increase in “post dial delay” and the unavailability of Calling Line Identification for some calls;
 - (ii) the degradation in quality of service referred to in clause 5.7(c)(i) above will not, in itself, constitute a fault under the ACURUS voice Service Level Agreement;
 - (iii) there may be instances where the Secondary Route is unavailable or where the Secondary Route is congested and, therefore, ACURUS will re-route or overflow the traffic via the Primary (standard) route; and
 - (iv) in the event that ACURUS is required to route or overflow the traffic via the Primary Route, then ACURUS reserves the right to apply the Primary Route rate to the termination of those calls.



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PART B (ii) – ACURUS VOICE SERVICE DESCRIPTION

6. Definitions

6.1 In this Service Description, unless the context requires otherwise:

CLI means calling line identification.

Conference means an audio conference call provided by using the ACURUS Teleconferencing Service.

Current Supplier means a Carrier, a telecommunications service provider or equipment supplier who supplies services or equipment to you.

High Calling means calls generated on the ACURUS BizXpand Service at a rate of not less than 1 call per second for a duration of not less than 1 minute.

Transferred Services means the telecommunication services transferred to us from your Current Supplier.



PART B(iii) ACURUS INTERNET SERVICE DESCRIPTION

PART B (iii) ACURUS INTERNET SERVICE DESCRIPTION

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

1. General Terms and Conditions
- 1.1 This Service Description incorporates ACURUS General Terms and Conditions and forms part of the Standard Agreement.
2. ACURUS Internet Services
- 2.1 ACURUS internet Services comprise of the following service categories (“**Service Category**”):
 - (a) ACURUS Dedicated Internet Access (“DIA”);
 - (b) ACURUS SpeedStream DSL (Internet) Services;
 - (c) ACURUS SuperDSL (Internet) Services;
 - (d) ACURUS PowerBand (Internet) services
 - (d) ACURUS Super Wireless (“Wireless”);
 - (e) ACURUS Dial/ISDN Service.
3. Service Description
 - (a) ACURUS Dedicated Internet:

The ACURUS Dedicated Internet Access is a cost effective permanent Internet connection. Designed for business and corporate customers, it allows for full access to the global Internet using an IP connection over several available physical connection methods at speeds ranging between 256Kbps and 100Mbps. Service Level Agreements are offered on all access methods as well as the core IP network.

The physical connection methods supported are via ACURUS Data Services (Leased Line, Frame Relay, ATM, and Ethernet). Leased lines supports fully symmetrical connections with speeds ranging between 2Mbps to 100Mbps. Frame Relay supports fully symmetrical connections with speeds ranging between 128 Kbps and 2 Mbps. ATM also allows for fully symmetrical connections but supports much higher speeds - up to 155 Mbps. Ethernet supports symmetrical connections between 512Kbps and 100Mbps.
 - (b) ACURUS SpeedStream DSL (Internet) Services:

The ACURUS SpeedStream DSL (Business ADSL and Business SHDSL) services are permanent Internet connections via business grade ADSL and SHDSL technology. A range of symmetric or asymmetric speeds are available. Services may include a choice of modem or router. Service Level Agreements are offered on the access as well as the core IP network.
 - (c) ACURUS PowerBand (Internet) Services:

The ACURUS PowerBand Internet Service (Business ADSL and Business SHDSL) services are permanent Internet connections via business grade ADSL and SHDSL technology designed for business customers. A range of symmetric or asymmetric speeds are available. Service Level Agreements are offered on the access as well as the core IP network.
 - (d) ACURUS SuperDSL (Internet) Services:

The ACURUS Dedicated SuperDSL (ADSL) services are permanent Internet connections designed for the SOHO business customer using ADSL technology. A range of symmetric and asymmetric speeds are available. Services include a choice of a router or no equipment.
 - (e) ACURUS SuperWireless (Wireless Internet):

ACURUS SuperWireless is a broadband wireless service designed to give connectivity for remote workers access to the company VPN or individual users to browse the Internet and access e-mails anywhere within the wireless coverage area.



PART B(iii) ACURUS INTERNET SERVICE DESCRIPTION

The ACURUS SuperWireless service is a fully mobile broadband service with seamless handover of active sessions between wireless towers allowing users to roam within the coverage area with continued connectivity.

Proprietary hardware options required to connect to the wireless network is the laptop modem (PCMCIA) for mobile use and the desktop modem (AC power source) for fixed setups. Available asymmetrically access speeds options range from 256Kbps/64Kbps to 512Kbps/128Kbps and 1M/384Kbps.

(f) ACURUS ISDN/Dial-up Service:

The ACURUS ISDN/Dial service is a secure and reliable connection medium designed for the roaming remote user or remote office accessing the company VPN or browsing the web and accessing e-mails.

It supports asynchronous connections speeds up to 56Kbps/33kbps via PSTN and Synchronous connections speeds of up to 64Kbps/64Kbps per port to a maximum of 2 ports or 128Kbps per service via ISDN.

A single access number with a 0198 prefix covering 98% of Australia allows for nation wide local call dial-up access.

4. Service Specific Terms & Conditions

4.1 ACURUS PowerBand (Internet) Services:

The pricing for each plan will include an Installation Charge, fixed Recurring Charge and an excess usage charge per MB for Usage in excess of the Included Usage.

(a) Downgrades:

Once you select a plan, you cannot change to another plan with a lower Recurring Charge during the Minimum Term. You may Downgrade your service in accordance with the terms set out in clause 5.6 of Part C - General Terms and Conditions.

(b) Upgrades:

You can upgrade from one plan to another but a variation to the charges will apply.

(c) Usage Meter:

An IP Usage Meter is available for customer use through the ACURUS Customer Service Portal. This tool aids the monitoring and management of the monthly Included Usage. The Usage Meter has the following features:

- (i) we will use all reasonable endeavours to update the Usage every 24 hours at which time the total Usage will be calculated and compared;
- (ii) the Usage Meter is intended to be used as a guide only, it may not be accurate and may not correspond to your final monthly bill amount.

(d) Local Area Network (LAN) Configuration:

We do not provide and the service does not include technical support in respect of LAN configuration or with networking-related difficulties. Upon acceptance of the Application for Service, we may:

- (i) provide you with an Integrated Access Device ("IAD") which has functioning Internet connectivity; and
- (ii) invoice you for the relevant Recurring Charges for the ACURUS PowerBand (Internet) Service.

(e) Customer Authority & Service Delivery Qualification:

- (i) you authorise us to act as the Customer Authority (CA) to enable us to purchase Unbundled Local Loop (ULL) or multiples of such and to disclose such authority to Other Carriers in response to a request; and
- (ii) you acknowledge that each service will be subject to a Service Qualification process and hence post application form signature. We reserve the right to non delivery if Service Qualification process shows possibility of failure on delivery.

(f) Cancellation Fee:



PART B(iii) ACURUS INTERNET SERVICE DESCRIPTION

You may cancel your PowerBand Internet Service at any time prior to the Service Delivery Date by:

- (i) notifying us in writing; and
- (ii) paying to us an amount of \$400.00 per service.

5. Common Internet Service Specific Terms & Conditions

5.1 Additional Features:

Unless expressly provided for in the Application for Service, internet Services do not include:

- (a) Domain Name Server (DNS) and registration functions; or
- (b) Internet Protocol (IP) addresses.

Notwithstanding we may, in our absolute discretion and without obligation to do so, provide these services from time to time.

5.2 Disclaimers And Liability: You acknowledge and agree that:

- (a) while we may (without obligation to do so) configure the router with basic access lists, the Internet by its nature is not secure and we do not provide as part of the Internet Services, security features in the form of firewalls. Accordingly, you are responsible for providing for any security or privacy that you require for your computer networks and any data stored on those networks or accessed through the internet Services;
- (b) we may access and store certain content accessible through use of the Internet (known as caching) for fast and easy access by customers. That content is updated on a regular basis but there may be delays in that updating and therefore content accessed through the internet Services may not be the most up to date version;
- (c) neither we nor any Other Supplier exercise any control over the content accessible through the Internet;
- (d) to the extent permitted by law, neither we nor any Other Supplier give any warranties, express or implied, in respect of the internet Services or have any other liability to you or your end users in respect of the internet Services;
- (e) while the speeds quoted above are our best estimate, some variation may be experienced by you from time to time due to technical features of the specific service which may include without limitation packet loss; and
- (f) neither we nor any Other Supplier will be responsible for any damage that you may suffer arising from using:
 - (i) the internet Services (including loss of data, delays, non-deliveries, or mis deliveries);
 - (ii) any content accessed through the internet Services (including inaccurate, incomplete or out of date information); or
 - (iii) inaccurate, incomplete or out of date information.

5.3 Use and Indemnity:

- (a) you will not use or allow others to use the internet Services:
 - (i) to distribute material that is defamatory, abusive, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;
 - (ii) to transmit any unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;
 - (iii) to copy or distribute material where it has no right to do so (for example, someone else's copyrighted works or confidential information);
 - (iv) to commit a crime or in the course of committing a crime or for an unlawful purpose;
 - (v) to engage in any activities in such a manner as to expose us or an Other Supplier to liability;
 - (vi) to do any act that may damage the network or systems or cause the quality of the internet Services to be impaired; or
 - (vii) does not comply with any instructions given by us under clause 2.7 of the General Terms and Conditions.
- (b) you will indemnify us against all costs, losses, damages, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by us as a result of use of the internet Service in breach of clause 5.3(a).

5.4 Domain Name Registration Services: Where we agree to provide DNS and registration services, you acknowledge and agree that:

- (a) ACURUS will register your Domain Name;
- (b) you have read, understood and agree to be bound by the Registration Agreement
- (c) you have read, understood and agree to comply with the auDA Policies and Registration Documents;
- (d) you will provide full, accurate and up to date information in relation to each registered Domain Name.

PART B(iii) ACURUS INTERNET SERVICE DESCRIPTION

6. Definitions

6.1 In this Service Description, unless the context otherwise requires:

AuDA Policies means the published policies in the '.au Policies' section of the 'auDA website at <http://www.ada.org.au/policy> and includes the Domain Name Policy, Australian Domain Policy and Dispute Resolution Policy.

Firewall means a service which allows a customer to specify rules (or policies) that determine which data traffic will be permitted (within the constraints of commercial security measures) to traverse between the Internet and the customer's Internet access service.

Included Usage means the combination of upload and download Usage of ACURUS Internet Services.

Registration Agreement means the terms and conditions for the relevant registration, in relation to Domain Name registration

Registration Documents means the Registration Documents published in the '.Registration Documents' section of <http://www.ada.org.au/policy>.

Upstream Charge means the charge payable per Megabyte sent by you in excess of the Upstream Threshold Ratio.

Upstream Threshold Ratio means the ratio in the relevant calendar month, of the total traffic sent by you through the Service Delivery Point under this Standard Agreement to the total traffic received by you through such Service Delivery Point.

Usage is defined as MB and GB, either upload or download. A MB is 1024 * 1024 Bytes, a GB is 1024 * 1024* 1024 Bytes.



PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

1. General Terms and Conditions
- 1.1 This Service Description incorporates the General Terms and Conditions and forms part of the Standard Agreement.
2. ACURUS Co-location Services
- 2.1 The following Service Description is provided for ACURUS Co-location Service.

ACURUS Co-location is a secure facility designed specifically for business and corporate customers to house their telecommunications and IT equipment, with extensive facilities for network connectivity to ACURUS and other third party carriers.

ACURUS Co-location provides space and power within an ACURUS Point of Presence. Co-location space is provided by 19-inch racks and depending upon the equipment housing requirements may be utilised either as whole racks, half-racks, quarter-racks and per rack unit. Access to your Co-Location space is controlled and is restricted through the use of security access cards and/or accompanied access. Network access to ACURUS is available using Frame Relay, ATM and Ethernet Interfaces. Power options include AC, DC and dual DC with battery and/or generator redundancy. Air conditioning is supplied by redundant cooling towers and conditioning units.

If an ACURUS Point of Presence where Co-location is being undertaken changes for any reason, and notwithstanding any provision of this Standard Agreement or any such other agreement entered into between the parties, You acknowledge and agree that You will be responsible for all charges associated with such relocation. These charges may include, without limitation, the costs of any associated outages. For the avoidance of doubt, You will not be liable for the reasonable charges specifically related to the re-installation of the collocation equipment into any new facility operated by Us. We will determine the amount of these charges (if any) in our sole discretion. We undertake to use reasonable endeavours to minimise any costs and delays to you associated with any relocation of Our Co-location facilities.

3. Service Specific Terms & Conditions
- 3.1 Site Access:
 - (a) we will, during the Minimum Term, provide you and your authorised representatives with access to the Site and to the Facility (for the purpose of accessing the Site) solely for the Permitted Use, subject to:
 - (i) prior notification of requested access in accordance with the Access Procedure;
 - (ii) payment of the relevant Site Access Charges;
 - (iii) compliance with all reasonable security and access regulations and rules of conduct as notified by us from time to time; and
 - (iv) compliance with any access rules made by the Building Owner in relation to the Building and either notified to you or displayed in the Building.
 - (b) you must provide us with a minimum of 90 minutes (60 minutes for Sydney) prior notice of required access by appointment in accordance with the Access Procedure;
 - (c) we reserve the right to cancel any appointment for scheduled access to the Site where you are late by not less than 15 minutes. Notwithstanding cancellation of such appointment, you will remain liable for the relevant Site Access Charge;
 - (d) nothing in this Agreement shall prohibit us from performing any construction or material alterations within a Facility and/or Site or erecting or permitting others to erect transmission equipment of any nature whatsoever in, under, or on the exterior of, the Building provided it will not cause Interference and, at our request, you will co-operate with us and any third parties in respect of the terms of this clause;
 - (e) where the alterations are made at your request, or for your sole benefit, we will charge you for the work at rates to be mutually agreed by the parties prior to the commencement of the work;
 - (f) you warrant that you have not been induced to enter into this Standard Agreement by any express or implied statement, warranty or representation made by, or on behalf of, us in respect of the Site or quality of any signal transmitted to or received by the Co-located Equipment when it is installed on the Site, other than the suitability of the Site for connecting Co-located Equipment to the ACURUS Network.
- 3.2 Charges, Billing & Reviews:
 - (a) we will invoice you in arrears for Site Access Charges. We will invoice for all other Charges in accordance with clause 7.3 of the General Terms and Conditions;
 - (b) you must pay to us all Charges in accordance with clause 8 of the General Terms and Conditions.



PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

3.3 Utility Services:

- (a) the Service Fee is inclusive of Utility Services.
- (b) if there is a loss, failure or interruption of electricity supply to the Building which is not caused directly by us:
 - (i) we are not liable for any resulting liability, loss, cost or damage suffered or incurred by you;
 - (ii) you are not entitled to determine the Standard Agreement and have no right of abatement or set off of the Charges or other money; and
 - (iii) you have no claim for compensation or damages against us.
- (c) You acknowledge and agree that:
 - (i) unless otherwise stated in the Application for Service, the Co-location Service does not include, and we do not supply, an uninterrupted power supply;
 - (ii) AC power may be interrupted periodically for testing purposes; and
 - (iii) you must supply your own UPS where uninterruptible power is required.

3.4 Installation of Co-located Equipment:

- (a) before commencing installation of the Co-located Equipment on the Site, you must:
 - (i) give to us detailed plans and specifications and any other information reasonably requested by us in respect of the installation and use of the Co-located Equipment and obtain our consent to such plans and specifications;
 - (ii) obtain our approval to the type of Co-located Equipment and proposed time and date for installation of the Co-located Equipment. We may not unreasonably withhold or delay our approval;
 - (iii) obtain all necessary consents and approvals of all relevant authorities;
 - (iv) provide us with a certificate of currency in respect of the insurance cover requirements set out in clause 3.8;
 - (v) if we request, obtain our consent to the contractors whom you intend to use to install the Co-located Equipment; and
 - (vi) where you require any auxiliary services (which require circuit connection), reserve at least two (2) Rack Units for the ACURUS Network termination unit and power-point.
- (b) You must, at your cost, install the Co-located Equipment:
 - (i) in accordance with any plans and specifications approved by us pursuant to clause 3.4(a);
 - (ii) as approved by ACURUS under clause 3.4(a) and at the time and date confirmed by you;
 - (iii) notify us immediately on completion of the installation of the Co-located Equipment;
 - (iv) in a good and workmanlike manner;
 - (v) without interfering or disturbing other occupiers of the Building;
 - (vi) in accordance with the previously obtained consents and approvals of all relevant authorities (if required);
 - (vii) in accordance with all laws and the requirements of all authorities including all applicable Australian standards and occupational health and safety legislation;
 - (viii) if required by us, in liaison with and under our supervision or any consultant engaged by us; and
 - (ix) in accordance with our other reasonable requirements and directions, and the requirements and directions of our consultants.

3.5 Maintenance, Repair & Alteration: You must;

- (a) maintain the Co-located Equipment and the Site in good repair, order and condition throughout the term of the Standard Agreement (having regard to the condition of the Site at the Commencement Date), subject only to fair wear and tear, and damage by fire, flood, lightning, storm, other Acts of God or war. You shall not be obliged to do any work of a structural or capital nature, unless rendered necessary by reason of the Permitted Use or by your negligent act or omission or the negligent act or omission of your agents, employees or contractors;
- (b) promptly repair any damage to the Co-located Equipment;
- (c) maintain the Site in a safe condition and not store or use chemicals, inflammable liquids, acetylene, gas, alcohol, volatile or explosive oils, compounds or substances or any potentially dangerous, noxious or harmful materials of any kind; and
- (d) not make any construction changes or material alterations to the interior or exterior portions of the Site or locate any Co-located Equipment outside of the Site, without first obtaining our prior written approval.

3.6 Your Obligations: You must:

- (a) not load or install on the Co-located Equipment any software products or services which have or are capable of any of the following functionality:



PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

- (i) which will test the security of a server or the security of other servers on the Internet or within the ACURUS Network, except the Co-located Equipment;
- (ii) which will scan another server or confirm or check what transmission control, user datagram or internet protocol services, are running;
- (iii) which will examine the contents of packets not destined for the server on which the software resides;
- (iv) which will attack or gain or attempt to attack or gain:
 - (A) unauthorised access to machines on the Internet or within the ACURUS Network; or
 - (B) unauthorised data from machines on the Internet or within the ACURUS Network.
- (b) not use the Co-located Equipment for the purpose of:
 - (i) sending unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature, or otherwise contrary to law or an applicable code of conduct;
 - (ii) disseminating unlawful content;
 - (iii) engaging in false or misleading marketing strategies.
- (c) not install or use the Co-located Equipment or install software on the Co-located Equipment which is capable of disrupting Internet protocols, services or Internet servers;
- (d) comply with all federal, state and local authority laws, orders, rules and regulations applicable to the Co-located Equipment including any requirements from time to time of our insurers or our reasonable requirements, and obtaining and keeping current all necessary consents and approvals;
- (e) not disrupt, adversely affect or interfere with other providers of services in the Building, or with any occupant's use or enjoyment of premises or the common areas of the Building;
- (f) comply with any rules or regulations of the Building;
- (g) promptly, when asked, do everything you can reasonably be expected to do:
 - (i) to enable us to exercise our rights under the Standard Agreement; and
 - (ii) to enable any person having an interest in the Site superior or concurrent with your interest, to exercise that person's rights under the Standard Agreement.

3.7 Our Rights: We may:

- (a) upon endeavouring to give you as much notice as is reasonably practicable in the circumstances (having regard to the severity of the problem), disconnect the Co-located Equipment from the ACURUS Network if:
 - (i) the Co-located Equipment has been breached by an intruder and is being used as a launch point to attack, infiltrate or disrupt other systems in the Internet or the ACURUS Network;
 - (ii) the Co-located Equipment is causing interruption to the ACURUS Network, either intentionally or unintentionally;
 - (iii) there exist unforeseen circumstances where we deem it necessary to disconnect the Co-located Equipment including, but not limited to, fire and evidence of breach by an external party;
- (b) in the case of an emergency, access the Co-located Equipment provided that we use reasonable care or may call upon appropriate emergency services for assistance and you will not hold us responsible for such access;
- (c) inspect the Site and the Co-located Equipment at any time to satisfy myself that you are complying with your obligations under the Standard Agreement; and
- (d) rectify any default by you of any of your obligations under the Standard Agreement and you must immediately reimburse us for the costs of the rectification.

3.8 Insurance & Risk

- (a) you must take out and maintain insurance with a reputable insurer in respect of the following:
 - (i) public liability insurance in an amount of at least \$10 million for any single event;
 - (ii) any other insurance for an amount and on terms reasonably required by us.
- (b) you must:
 - (i) if requested by us, give to us a copy of the insurance policy and/or a certificate of currency issued by the insurer for any policy referred to in clause 3.8(a) within 14 days of receipt of such request;
 - (ii) not do or allow anything to be done on the Site which may increase the premium payable for any insurance concerning the Site;
 - (iii) not do or allow anything to be done which prejudices any insurance concerning the Site; and
 - (iv) not without our prior written consent, vary, cancel or allow to lapse any insurance referred to in clause 3.8(a).
- (c) you acknowledge and agree that:
 - (i) you and your servants, agents and invitees enter the Land and Building, and access the Site at your own risk;
 - (ii) the Co-located Equipment remains at your risk at all times; and
 - (iii) you are responsible for insuring the Co-located Equipment.

3.9 Interference:



PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

- (a) if you are reasonably satisfied that the Co-located Equipment is causing unacceptable Interference to, or may cause unacceptable Interference, you must immediately, at our request and at your cost, rectify and remove the source of the Interference.
- (b) if you do not rectify the Interference to our reasonable satisfaction within 2 days of receiving our request under clause 3.9(a), we may terminate the Standard Agreement by written notice to you.
- (c) you shall not have any right or claim for compensation against us as a result of any termination pursuant to this clause
- (d) any termination pursuant to this clause shall be without prejudice to any action or remedy which one party may have against the other for any prior breach of that other party's obligations under the Standard Agreement as at the date of termination.

3.10 Removal Of Co-located Equipment:

- (a) after the Expiry Date and within 14 days of receipt of a notice to do so, or within 7 days of earlier termination of this Agreement, you must:
 - (i) at your cost, remove all Co-located Equipment from the Site; and
 - (ii) make good all damage caused by reason of such removal (having regard to the condition of the Site at the Start Date), subject to fair wear and tear.
- (b) if you fail to remove the Co-located Equipment within the time specified in clause 3.10(a), we may do any one or more of the following, at your cost and without notice:
 - (i) dismantle and remove the Co-located Equipment from the Building;
 - (ii) repair any damage to the Building resulting from ACURUS dismantling and removal of the Co-located Equipment;
 - (iii) store the Co-located Equipment;
 - (iv) deliver the Co-located Equipment to you;
 - (v) sell or otherwise dispose of the Co-located Equipment; and
 - (vi) take title to the Co-located Equipment.

3.11 Service Reservation:

- (a) if we grant you a reservation in respect of access to an Additional Site, that reservation:
 - (i) is granted by us for one calendar year on payment of the Reservation Charge;
 - (ii) may be renewed on the Review Date for a period of one calendar year or the remainder of the Minimum Term, whichever is the shorter, on payment of the Reservation Charge;
 - (iii) may be exercised at any time during the Minimum Term, provided that you are not in breach of the Standard Agreement, by giving 30 days written notice ("**Notice**") to us and accompanied by the Service Charge and all other Charges relevant to the exercise and grant of access to and occupation of the Additional Site.
- (b) if you exercise a reservation for the Additional Site, references in the Standard Agreement to the Site shall include that Additional Site.
- (c) at any time before you have exercised a reservation for access to the Additional Site under clause 3.11(a), we may give you at least 10 Business Days written notice ("**Notice**") of our intention to terminate that reservation. If you do not exercise the reservation within 10 Business Days of the date of the Notice, the reservation will be terminated in accordance with the Notice without the need for any further action or notice by us. In that case, we must refund to you that portion of the Reservation Charge, which relates to the period after the date of termination of the reservation.

3.12 Cross Connection:

- (a) If you desire to connect the Co-located Equipment to equipment of any Carrier other than us, or to gain access to such Carrier's services at the Facility or to provide access to our services to such Carrier at the Facility ("**services**"), you must:
 - (i) provide 60 days prior written notice in writing to us giving full details of the services including but not limited to:
 - (A) name and details of the other Carrier;
 - (B) specific technical details of the proposed service;
 - (C) details of the proposed installation;
 - (D) your requirements and those of the other Carrier including space and equipment;
 - (E) technical drawings where applicable;
 - (F) any other details requested by us.
 - (ii) obtain our prior written approval;



PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

- (iii) ensure that all proposed services meet the technical specifications and other requirements required by us;
 - (iv) be responsible for the co-ordination of the installation and delivery, and meet our requirements for the same;
 - (v) be responsible for negotiating, setting and monitoring the terms and conditions, warranties and agreements with each Carrier;
 - (vi) meet all costs associated with the services, including our costs of assessing the application; and
 - (vii) pay to us the relevant Cross Connection Charge.
- (b) we will have no liability whatsoever in respect of the services.

3.13 Indemnity:

- (a) you must indemnify us from and against:
 - (i) any loss, damage, liability, cost or expense suffered by us by reason of, or arising from or in connection with, your act, neglect or default, or the act, neglect or default of your agents, employees, contractors or invitees, in the performance of any term, condition or covenant contained in the Standard Agreement or resulting from your access to and/or occupation of the Site or the Co-located Equipment; and
 - (ii) all liability, loss, damage, expense or cost (including reasonable legal costs), which may be brought or made against us, by any person or any damage suffered by us in respect of or arising out of:
 - (A) any claim, action or proceeding by a third party against us as a result of the use, installation, maintenance, removal or existence of the Co-located Equipment within the Site;
 - (B) any Interference to the ACURUS Network or any other equipment in the Building or on the Land which is caused by or contributed to by the Co-located Equipment or its operation or any transmission to or from the Co-located Equipment. PROVIDED ALWAYS that this indemnity shall not operate to the extent that our negligent act, omission or default contributed to the liability, loss, damage, expense or cost.
- (b) each indemnity contained in clause 3.13(a) is:
 - (i) a continuing obligation and remains in full force and effect after the termination of the Standard Agreement; and
 - (ii) a separate and independent obligation.
- (e) Definitions

In this Service Description, unless the context otherwise requires:

Access Procedure means the procedure for arranging access to the Site, as amended by ACURUS in its sole discretion and issued to you from time to time.

Additional Site means any proposed additional Site specified in the Application for Service, for a further rack, racks or Co-located Equipment space for use by you.

Building means any building on the Land of which the Site forms part.

Building Owner means the registered proprietor of the Land.

Co-located Equipment means all your fixtures, fittings, plant, machinery, cables and other telecommunications equipment located in the Building from time to time.

Cross Connection Charge means an additional charge quoted upon application pursuant to clause 3.12 and determined by ACURUS (at its sole discretion) from time to time, applicable to use of the Site beyond the Permitted Use.

Expiry Date means the last day of the Minimum Term.

Facility means ACURUS co-location facility specified in the Application for Service.

Interference means any deleterious or potentially deleterious electrical, electronic or radiation effect to any person or property wherever located including any other telecommunications or communications equipment, any television, radio and medical equipment or electronic equipment, device or thing.

Lease means the lease or licence between ACURUS and the Building Owner in respect of the Facility.

PART B (iv) ACURUS CO-LOCATION SERVICE DESCRIPTION

Land means the land on which the Site is located.

Permitted Use means the Co-locating of telecommunications equipment at the Site for the principal purpose of connecting to the ACURUS Network.

ACURUS Network means the telecommunications network and telecommunications services (including all ACURUS and other Carrier owned equipment) operated by ACURUS pursuant to the Act.

Rack Unit means a 1¾ inch section of the Site.

Reservation Charge means the Recurring Charge for the reservation over an Additional Site set out in the Application for Service adjusted on each Review Date in accordance with clause 3.11.

Review Date means each anniversary of the Commencement Date.

Service Charge means the Recurring Charge set out in the Application for Service adjusted on each Review Date in accordance with clause 3.11.

Site means the proposed co-location space in the Facility.

Site Access Charge means the relevant charge payable for access to the Site as set out in the Application for Service and Access Procedure.

Utility Services means the electricity requirements specified and agreed in the Application for Service.

PART B (v) ACURUS POWERPACK SERVICE DESCRIPTION

PART B (v) ACURUS POWERPACK SERVICE DESCRIPTION

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

1. General Terms and Conditions
 - 1.1 This Service Description incorporates the General Terms and Conditions and forms part of the Standard Agreement.
2. ACURUS PowerPack Services
 - 2.1 The following Service Descriptions is provided for ACURUS PowerPack.

ACURUS PowerPack is a bundled package combining the

 - ACURUS Business Line Service; and the
 - ACURUS PowerBand Internet Service.
 - Although these products can be purchased independently, the bundled package is described as ACURUS PowerPack and has certain unique package advantages.

The individual service specific terms and conditions relating to ACURUS Business Line Service, the ACURUS PowerBand Internet Service or the ACURUS SpeedStream Service still apply and are set out in:

 - PART B (ii) – ACURUS VOICE SERVICE DESCRIPTION
 - PART B (iii) – ACURUS INTERNET SERVICE DESCRIPTION
 - 2.2 Downgrades:

If you select one of the ACURUS PowerPack packages, you cannot change to another package with a lower Recurring Charge during the Minimum Term. You may Downgrade your service in accordance with the terms set out in clause 5.6 of Part C - General Terms and Conditions.
 - 2.3 Upgrades:

ACURUS PowerPack upgrades are permitted. Variation fees will apply. Upgrades relating to ACURUS PowerBand Internet (within an ACURUS PowerPack Plan) must be to that of a higher value based on Recurring Charges. ACURUS Business Line upgrades within a ACURUS PowerPack plan are considered to be upgrades if Recurring Charges increase.
3. Service Specific Terms & Conditions
 - 3.1 PowerPack Business Lines: Subject to retaining a minimum of 4 Business Lines and payment of the relevant variation fee.
4. Common and Service Specific Terms and Conditions
 - 4.1 The following common and service specific terms and conditions apply to the PowerPack Service:
 - (a) clauses 4.5, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6 and 6 of Part B (ii) – ACURUS Voice Services Description; and
 - (b) clauses 4.2, 5.1, 5.2, 5.3 and 5.4 and 6 of Part B (iii) – ACURUS Internet Services Description.
 - 4.2 In relation to the access speeds outlined above, you acknowledge and agree that while the speeds quoted above are our best estimate, some variation may be experienced by you from time to time due to technical features of the specific service which may include without limitation packet loss.
5. Definitions
 - 5.1 In this Service Description, unless the context otherwise requires:

Included Usage means the combination of upload and download Usage of ACURUS Broadband Internet Services.

Usage is defined as MB and GB, either upload or download. A MB is 1024 * 1024 Bytes, a GB is 1024 * 1024 * 1024 Bytes.

PART C – GENERAL TERMS AND CONDITIONS

PART C GENERAL TERMS AND CONDITIONS

Capitalised terms used in these General Terms and Conditions have the meanings set out in clause 20.

1. General Terms and Conditions
 - 1.1 These are the general terms and conditions (“**General Terms and Conditions**”) on which we supply Services.
 - 1.2 These General Terms and Conditions form part of the Standard Agreement.
2. Provision of Services
 - 2.1 We agree to supply and you agree to acquire the Service on these General Terms and Conditions and any specific terms and conditions set out in the relevant Service Description.
 - 2.2 You acknowledge that:
 - (a) we may provide the Service using a combination of:
 - (i) the ACURUS network and ACURUS owned facilities; and
 - (ii) any extended access tails or network or facility supplied by an Other Supplier (including international terrestrial or satellite links) used to complete supply of the Service to you; and
 - (b) you have relied on your own judgement to evaluate the suitability of the Service for the purpose for which you require the Service.
 - 2.3 We will use reasonable endeavours to meet your Requested Delivery Date for initial supply of the Service to you but we do not represent or warrant that we will deliver the Service by that date.
 - 2.4 You acknowledge and agree that before commencing supply of the Service we may, as reasonably determined by us, need to modify or install equipment and make arrangements with Other Suppliers for the provision of the Service.
 - 2.5 You may at any time request in writing a Variation to the Service but we will be under no obligation to vary the Service unless and until we accept such request. Such Variations will be charged at the rates notified to you by us at the time. We may also vary or update the Minimum Term which applies to the varied Service. Unless otherwise agreed in writing by the parties, the Minimum Term applicable to the varied Service will be amended to commence on the earlier of:
 - (a) the date on which we first notify you that the varied Service is ready for use; and
 - (b) the date on which you first use the varied Service.
 - 2.6 You must comply with any reasonable instructions given by us, and provide all information and assistance reasonably required by us, in order to enable us to comply with any request or direction of a government agency, emergency services organisation or other competent authority for reasons of health, safety or the quality of the Service.
 - 2.7 If you re-supply the Services to an end user you agree that you will be responsible for receiving from and responding to, the end user directly in relation to fault reports and other complaints or enquiries about the Services. You are solely responsible for billing, invoicing and collecting payments from that end user in respect of the Services and you will be liable for the Services regardless of the extent to which you are able to recover charges from the end user.
3. Service Levels
 - 3.1 It is technically impractical to guarantee that the Service will be continuous or fault free. We will use reasonable endeavours to meet the Service Levels and will undertake to provide the Service using all the reasonable skill and care of a competent carriage service provider.
 - 3.2 Subject to clause 3.3, if we fail to achieve the relevant Service Levels in any one month, you will be entitled to a rebate of the Recurring Charge for that month, calculated by reference to the percentage rate rebates specified in the relevant Service Level. We will notify you of any non-detrimental changes by posting the change on our website. In relation to detrimental changes, you will be notified in accordance with section 480A of the Act.
 - 3.3 You will not be entitled to a rebate pursuant to clause 3.2 where:
 - (a) failure to achieve the Service Levels is caused directly or indirectly by, or arises from or in connection with:
 - (i) a Force Majeure Event;
 - (ii) a Planned Outage;
 - (iii) any act or omission of you or your contractors or other personnel;



PART C – GENERAL TERMS AND CONDITIONS

- (iv) variation in the Service caused by a technical features of the Service which may include without limitation packet loss;
 - (v) the exercise of our right to suspend the Service pursuant to clause 6.1;
 - (b) we fail to meet a Conditional Ready For Service Date; or
 - (c) where you have failed to claim any applicable credit and/or rebates from Us within 90 days of the qualifying service fault or rebate triggering event occurring.
- 3.4 Where you report faults with the Service, we will promptly perform, or arrange to be performed, appropriate tests to determine the location and cause of any fault. You must provide all necessary assistance to enable location and repair of any fault which is our responsibility or the responsibility of an Other Supplier whose network the ACURUS network is interconnected to.
- 3.5 Where we determine, acting reasonably, that there is a fault within the ACURUS network, we are responsible for correcting the fault.
- 3.6 We are not responsible for any fault which is within the network of any interconnected Other Supplier. We will notify that Other Supplier of the fault and request that the fault be corrected promptly but we will bear no further liability or responsibility.
- 3.7 Where we respond to a fault reported by you concerning the Service and we determine, acting reasonably, that:
- (a) the fault is caused by Your Equipment; or
 - (b) no fault in the Service is found to exist.
- We may charge you additional charges calculated by reference to our current standard man-hour rate for time expended.
4. Period of Agreement
- 4.1 This Standard Agreement commences on the Commencement Date and will continue for the Minimum Term and then on a month to month basis unless otherwise determined in accordance with the terms of this Standard Agreement.
5. Termination
- 5.1 We may without liability terminate the supply of the Service or part of the Service to you with immediate effect from the date of service of a notice to you (or with effect from such later date as we may specify in such notice) if:
- (a) you default in the payment of any Charges by the due date and fail to remedy such default within 7 days of written notice from us;
 - (b) subject to paragraph (a), you default in the performance or observance of any obligation under this Standard Agreement and, in the case of a breach capable of remedy, you fail to correct that breach within 14 days of written notice from us;
 - (c) you are in breach of any licence, permit or authorisation relating to the connection of Your Equipment to the Service Delivery Point or the use of the Service and you fail to remedy such breach within 14 days of written notice from us;
 - (d) we reasonably suspect fraud or misuse of the Service on your part; or
 - (e) you are in breach of clauses 11.1 or 11.2.
- 5.2 Either party (“**Affected Party**”) may at any time without liability terminate this Agreement, with immediate effect from the date of service of a notice (or with effect from such later date as the Affected Party may nominate in such notice), if an Insolvency Event occurs with respect to the other party.
- 5.3 After the expiration of the Minimum Term, either party may terminate this Agreement by giving 30 days written notice to the other, provided that such notice does not take effect on any day other than the last day of a calendar month.
- 5.4 You will remain liable for all Charges up to the date of termination.
- 5.5 You may terminate the Service at any time prior to expiry of the Minimum Term by:
- (a) giving to us 30 days written notice of your intention to terminate, provided that such notice does not take effect on any day other than the last day of a calendar month; and



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- (b) paying to us an amount calculated by multiplying the Recurring Charge, payable by you under this Standard Agreement, by the remaining months (or part thereof) of the Minimum Term.
- 5.6 You may Downgrade the Service at any time prior to expiry of the Minimum Term by:
- (a) giving to us giving to us 30 days written notice of your intention to Downgrade the relevant Service, provided that such notice does not take effect on any day other than the last day of a calendar month; and
- (b) paying to us the aggregate of:
- (i) the reduced Recurring Charge, adjusted as a result of the Downgrade (as determined by us in accordance with our then current rates) for the period from the date of the Downgrade until the expiry of the Minimum Term; and
- (ii) an amount calculated by multiplying that amount being the difference between:
- (A) the Recurring Charge which you previously agreed to pay; and
- (B) the reduced Recurring Charge referred to in clause 5.6(b)(i), by the remaining months, or part thereof, of the Minimum Term.
- 5.7 If we elect to exercise any right to terminate the Service prior to expiry of the Minimum Term pursuant to clause 5.1 or clause 5.2, you must pay to us, by way of liquidated damages, the fee referred to in clause 5.5(b), which the parties acknowledge is a genuine pre-estimate of the losses which we will suffer as a result of early termination of the Service.
- 5.8 On termination for any reason all Charges (including the fee referred to in clauses 5.5, 5.6 and 5.7) and all other amounts owing by you to us, shall become immediately due and payable.
- 5.9 Clauses 5.6, 5.7 and 5.8 do not otherwise limit your liability to us on termination.
- 5.10 Termination does not affect any accrued rights or liabilities of either party nor does it affect any provision that is expressly or by implication intended to operate after termination.
6. Suspension
- 6.1 Although we will endeavour to give you as much notice as reasonably practicable, we may, without liability, suspend the Service immediately (including without notice):
- (a) if we are required to comply with an order, instruction or request of a government agency, emergency services organisation or other competent authority;
- (b) if we are required to undertake emergency repair, maintenance or service of any part of the ACURUS network (or an interconnected Other Supplier is required to undertake such emergency work on its network);
- (c) if it is reasonably required to reduce or prevent fraud or interference within the ACURUS network; or
- (d) as an alternative to the exercise of our rights of termination under this Standard Agreement.
- 6.2 If we suspend the Service pursuant to clause 6.1(d) you acknowledge and agree that:
- (a) we may charge you a re-connection fee;
- (b) while the Service is suspended, we will continue to incur costs of supply associated with keeping that Service in a suspended state; and
- (c) except in the case of Usage Based Charges, all Charges in relation to the Service will continue to accrue while suspended and will be payable by you.
7. Billing
- 7.1 We will endeavour to invoice you monthly but reserve the right to bill at different intervals. We will provide you with a breakdown of the fees and Charges payable in each invoice. Our records and/or any relevant Other Supplier's records will be conclusive evidence of usage of the Service and the Charges payable by you. Notwithstanding this, you may dispute an invoice if you reasonably believe that you are not liable to pay the Charges because of an inaccuracy, omission or error in the invoice. For the avoidance of doubt, this does not affect your obligation to make payment in full by the due date. If the parties agree that the dispute is valid, your account will be credited the relevant amount.
- 7.2 We will invoice for, and you will be liable for all Charges in respect of the Service commencing on and from the Service Start Date.
- 7.3 Unless otherwise expressly stated in the Standard Agreement, we will bill you:
- (a) in advance for Installation and Recurring Charges; and
- (b) in arrears for Usage Based Charges.



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- 7.4 Our Charges to you may pass on any charges an Other Supplier charges to us (including increases and special or one-off charges) without notice to you. You will pay us in accordance with clause 8.3 any charge which any Other Supplier renders to us for connection or initiation of any Service or for cancellation of any Service.
- 7.5 Processing and verification procedures (including delays in receipt of billing information) may mean that not all Charges during the period covered by a bill can be included in that bill. We may include those Charges in any subsequent bills.
- 7.6 We reserve the right to re-issue any bill if any error is subsequently discovered.
- 7.7 You are liable for all Charges whether or not you authorised the particular use of the Service by another person and you will continue to be liable for the Charges if you allow another person to occupy Your Premises or use the Service.
- 7.8 We will be entitled to set off in whole or in part any amounts due and payable by us to you, against the whole or a proportionate part of any amount due and payable by you to us under this Standard Agreement.
8. Charges and Payment
- 8.1 After expiry of the Minimum Term, the relevant Charges will continue on a monthly basis, subject to change upon 30 days prior written notice or publication of new rates.
- 8.2 Where a minimum Usage Based Charge is provided for in the Application for Service, that amount will apply even if you have incurred lower Usage Based Charges or no Usage Based Charges in that calendar month.
- 8.3 You must pay all fees and Charges within 30 days of the date of invoice.
- 8.4 We reserve the right to charge interest on any part of the Charges or any applicable Tax not paid to us by the due date. Interest will be charged from the due date until payment at a rate equal to 3% above the Commonwealth Bank Corporate Overdraft Reference Rate or such other comparable rate chosen by us most recently published before that date. You will be liable to pay to us all expenses (including reasonable legal costs and expenses and the fees of our debt recovery agents) incurred by us in relation to recovering payments due under this Standard Agreement.
- 8.5 We reserve the right to withdraw any discounts that you receive from us in connection with the supply of the Service where payment is not received within the terms of Clause 8.3.
- 8.6 The Charges for the Service do not include any amount on account of Tax. If any Tax is payable by us in relation to, or on any supply under or in connection with, this Standard Agreement, we will increase the Charges or charge you an additional amount on account of the Tax. These will be your responsibility and will be itemised on your bill or an adjustment note.
- 8.7 Where we become liable to any penalties or interest as a result of the late payment of any Tax (whether the Tax is included in an amount of consideration expressed in this Standard Agreement or not), due to your failure to comply with the terms of this Standard Agreement (including this clause) or your obligations under any applicable law, then an additional amount equal to those penalties and interest will be payable to us.
- 8.8 You acknowledge and agree that we may at our discretion pay commissions to any of our agents, representatives or retailers who introduce you to us.
9. Personal Information
- 9.1 You authorise us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of the Service. If you do not provide all the Personal Information we request from you, we may be unable to supply the Service to you or we may be restricted in the way we supply that Service to you.
- 9.2 You also authorise us to collect, use and disclose Personal Information about you for related (or secondary) purposes including:
- (a) assessing creditworthiness as set out in clause 10;
 - (b) all purposes associated with the provision of telecommunications services to you, including billing and account management;
 - (c) to provide you with information about products and services which we, or any of our partners or affiliates, may provide to you;
 - (d) implementing this Standard Agreement;
 - (e) business planning and product development; and
 - (f) complying with legal requirements.



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- 9.3 You authorise us to disclose Personal Information about you to:
- (a) any Other Supplier who need access to the Personal Information to provide us with goods or services, enabling us to supply you with the Service (including the investigation and resolution of disputes or complaints concerning the provision of the Service); or
 - (b) any Related Body Corporate of ours, or any of our partners or affiliates.
- 9.4 You acknowledge that in certain circumstances, we may be permitted or required by applicable laws to use or disclose Personal Information about you. Such uses or disclosures may include:
- (a) disclosures to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
 - (b) uses or disclosures in accordance with court orders or if required or authorised by law;
 - (c) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety or to public health or safety; or
 - (d) uses to assist in internal investigations conducted by us into suspected fraud, misuse of the Service or other unlawful activities.
- 9.5 We will provide you with access to any of your Personal Information held by us, at your request. We reserve the right to charge a reasonable fee for the provision of this information. We agree to correct or amend any of your Personal Information held by us which is inaccurate or out of date, at your written request.
- 9.6 We will handle your Personal Information in accordance with the requirements of relevant laws and industry standards.
- 9.7 Subject to compliance with this clause 9, we may, at any time in our absolute discretion:
- (a) intercept the Service or the data being transmitted over the Service, for the purpose of complying with our obligations at law; and
 - (b) monitor use of the Service.
10. Credit Information
- 10.1 For the purposes of assessing and processing your Application for Service, establishing your account and the ongoing credit management of your account, you authorise us to use and disclose your Personal Information to a credit reporting agency, including the following information:
- (a) personal identifying details, including your name, current and previous addresses, date of birth, employer and driver's licence number;
 - (b) details of your Application for Service and/or other services supplied to you;
 - (c) the fact that you have applied for credit and the amount;
 - (d) the fact that we are a credit provider to you and any credit limits on your accounts;
 - (e) the amount of any payments which are overdue for at least 60 days;
 - (f) where an overdue payment has been previously reported, advice that the payment is no longer overdue;
 - (g) cheques or credit card payments which have been dishonoured;
 - (h) court judgments or bankruptcy orders made against you;
 - (i) that, in our opinion, you have committed a serious credit infringement; and
 - (j) that we have ceased to provide the Service to you.
- 10.2 Subject to our obligations under the *Privacy Act 1988* and the Act, we may give the information referred to in clause 10.1 to a credit reporting agency to obtain a consumer credit or commercial credit report about you or to allow the credit reporting agency to create or maintain a credit information file about you. You agree that we may disclose a credit report about you to any credit provider, debt collecting agency or any Other Supplier for the purposes of assessing your creditworthiness or to collect overdue payments.
- 10.3 You authorise us to seek from, or give to:
- (a) other credit providers;
 - (b) other Carriers or carriage service providers;
 - (c) credit reporting agencies;
 - (d) Other Suppliers; or
 - (e) any other person or body carrying on the business or undertaking involving the provision of information about commercial credit-worthiness, information about your commercial activities, your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988* or for purposes permitted under that Act.



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- 10.4 You authorise us to obtain and use your Personal Information for the purposes of:
- (a) assessing and processing your Application for Service;
 - (b) assessing any application by you for credit or commercial credit to be provided by us; and
 - (c) establishing your account and the ongoing credit management of your account, including collecting payments that are overdue in respect of any credit or commercial credit provided by us.
- 10.5 We may:
- (a) refuse an application for;
 - (b) monitor the usage of;
 - (c) restrict your access to;
 - (d) suspend; or
 - (e) cancel, the Service on the basis of our credit assessment of you, after consultation with you to confirm the accuracy of the assessment.
11. Customer Use & Indemnity
- 11.1 You must not use or permit any use of the Service:
- (a) to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;
 - (b) in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
 - (c) in, or in relation to, the commission of an offence against any applicable law.
- 11.2 You must not, and must use reasonable endeavours to ensure that other persons do not interfere with, or attempt to interfere with, the operation of:
- (a) the Service;
 - (b) the ACURUS network;
 - (c) the network of an Other Supplier that is interconnected to the ACURUS network; or
 - (d) any ACURUS Equipment or facilities associated with the Service.
- 11.3 You will indemnify us against all costs, losses, damages, actions, proceedings, claims, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by us as a result of:
- (a) any personal injury to, or death of, any person or any loss of, or damage to, any personal property (including without limitation the Equipment) caused by or arising from your breach of this Standard Agreement or your acts or omissions (or those of any person for whom you are responsible); or
 - (b) a breach by you of clauses 11.1, 11.2 or 12.1;
 - (c) your acts or omissions (or those of any person for whom you are responsible) relating to the use, or attempted use, of the Service or otherwise arising in connection with our supply of (or delay in supply or failure to supply) the Service; and
 - (d) a claim by an end user arising out of or in connection with the supply or cessation of supply of the Services.
- 11.4 If ACURUS uses the services of another Carrier in providing the Services, the Customer will indemnify ACURUS for all Loss suffered by ACURUS as a result of a claim by the Customer or a third party against such Carrier (excluding claims for death, personal injury or physical damage to tangible property) arising from or in connection with the supply or cessation of supply of the Services. Loss means costs, loss, damage, liability or expenses (including all reasonable legal costs, fees and expenses).
- 11.5 If we grant you access to ACURUS Customer Service Online Centre for the purposes of requesting a new Service, a Variation to a Service or access to information concerning your account, you must ensure that:
- (a) your username and password are kept safe and secure, and are only used by you;
 - (b) you do not disclose your username or password to any other person and take all reasonable steps to ensure that no third party obtain your username or password; and
 - (c) If your username or password is lost or stolen or you are aware or ought to be aware or suspect that another person knows or has used your username and password, you immediately change your password.
- 11.6 You acknowledge and agree that:



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- (a) we will use such measures as we consider reasonable to assist in ensuring the security of the Customer Service Online Centre. However, we cannot guarantee that any data transmission over the Internet is totally secure;
 - (b) you are solely responsible for your own anti-virus and security measures while using the Internet to access the Customer Service Online Centre;
 - (c) we exclude any and all liability for any loss or damage suffered by you as a result of any unauthorised access to your account over the Internet or as a result of your acts, omissions or negligence;
 - (d) the information contained in the Customer Service Online Centre will be updated periodically and will change from time to time; and
 - (e) we will not be liable for any inaccuracy, incompleteness or alteration of any information contained in the Customer Service Online Centre.
12. Your Equipment & Access
- 12.1 You must ensure that any of Your Equipment:
- (a) has all necessary regulatory approvals;
 - (b) is not prohibited by the ACA;
 - (c) complies with all applicable regulatory standards;
 - (d) is approved by us; and
 - (e) is capable of operating with the Service.
- 12.2 We may require you to immediately cease using and disconnect Your Equipment or, if you fail to do so, we may disconnect Your Equipment from the Service, if:
- (a) there are faults with Your Equipment causing interference with the Service;
 - (b) you do not fulfil your obligations under this clause 12 or clause 8; or
 - (c) we reasonably consider that Your Equipment may:
 - (i) cause death or personal injury;
 - (ii) cause damage to our property or the property of a third party; or
 - (iii) materially impair the operation of the ACURUS network or the network of an Other Supplier that is interconnected to the ACURUS network.
- 12.3 You must use your best endeavours to do everything to assist us to provide the Service, including but not limited to:
- (a) notifying or obtaining any necessary permission from or co-operation of a Carrier or other person for the connection or maintenance of ACURUS Equipment or for the connection to your side of the Service Delivery Point; and
 - (b) allowing us (or where relevant, the lessor or licensor of the ACURUS Equipment to us) safe access to the ACURUS Equipment, Your Equipment and any of Your Premises at which a Service is to be provided during normal business hours and at such other times as the parties mutually agree.
- 12.4 You must ensure that the access so provided is safe and in compliance with relevant health and safety regulations and requirement. We will ensure that our personnel comply with your reasonable directions while on Your Premises.
13. ACURUS Equipment
- 13.1 Except as expressly provided by this Standard Agreement:
- (a) you will bear the risk of loss or damage to any ACURUS Equipment used or located on Your Premises or whilst in your possession or control;
 - (b) the ACURUS Equipment always remains our property (or where relevant the lessor or licensors of the ACURUS Equipment to us);
 - (c) you will ensure that, you have all necessary consents and approvals (including landlord approval where applicable) necessary or desirable for us to deliver, install and maintain the ACURUS Equipment at the Access Site;
 - (d) you will not part with possession of the ACURUS Equipment except to us and will comply with all our reasonable directions relating to our rights of ownership of the ACURUS Equipment;
 - (e) you will provide a suitable physical environment at Your Premises for the storage and operation of the ACURUS Equipment including supplying an adequate power supply for the operation of the ACURUS Equipment;
 - (f) you must ensure that the ACURUS Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;



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- (g) you must take good care of the ACURUS Equipment while it is in your possession or control and must notify us immediately if you become aware of any damage to or malfunction of the ACURUS Equipment;
 - (h) you will be liable to us for all loss of, or damage to, the ACURUS Equipment while at Your Premises or whilst in your possession or control, apart from fair wear and tear; and
 - (i) you will only use the ACURUS Equipment in accordance with the manufacturer's specifications or our written directions.
- 13.2 We may at any time change, modify, replace or service the ACURUS Equipment provided that the performance of the Service is not materially adversely affected.
- 13.3 We may charge you for any repair, maintenance or replacement of the ACURUS Equipment due to events other than normal wear and tear, including but not limited to:
 - (a) Force Majeure Events;
 - (b) failure to use that ACURUS Equipment in accordance with this Standard Agreement;
 - (c) any act of wilful damage or interference by a party other than us, our employees or agents;
 - (d) negligent use or misuse of that ACURUS Equipment by a party other than us, our employees or agents;
 - (e) any failure or fluctuation of the electrical power supply to that ACURUS Equipment, or any external electromagnetic interference or any failure of air-conditioning and humidity control for that equipment; or
 - (f) the performance of maintenance services by a party other than us or service personnel approved by us.
- 14 Carrier Services
- 14.1 If we use the services of an Other Supplier in providing the Service, you agree to comply with any reasonable direction given by us necessary to avoid causing any breach by us of the relevant Other Supplier's terms and conditions of supply applicable to that service.
- 15 Liability
- 15.1 Except as expressly provided to the contrary in this Standard Agreement and to the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Service supplied under this Standard Agreement or our obligations under this Standard Agreement are excluded.
- 15.2 Where any Act of Parliament implies in this Standard Agreement any term, and that Act of Parliament voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is deemed to be included in this Standard Agreement.
- 15.3 To the extent permitted by law, our liability for breach of an express term or implied term of this Standard Agreement in contract, negligence or any other tort under any statute or otherwise, is limited to one of the following remedies at our discretion:
 - (a) if the breach relates to services, the resupply of the Service or the payment of the cost of resupplying the Service; or
 - (b) if the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the payment of the cost of such replacement, the repair of such goods or the cost of such repair.
- 15.4 To the extent permitted by law, either you or ACURUS agrees to exclude liability to the other party for any consequential loss, indirect loss, loss of profits of any kind, loss or corruption of data, interruption to business, loss of revenue and economic loss of any kind, whether in contract, negligence or any other tort under any statute or otherwise.
- 15.5 To the extent permitted by law, the rebate provided under clause 3.2, will be your sole remedy in respect of any event giving rise to our failure to achieve any Service Level and we exclude any other liability to you in connection with this Standard Agreement in respect of our failure to achieve any Service Levels, whether in contract, negligence or any other tort, under any statute or otherwise.
- 15.6 To the extent permitted by law, our aggregate liability to you in connection with this Standard Agreement in respect of all claims, whether in contract, negligence or any other tort, under any statute or otherwise, will not exceed the amount paid to us by you during the Minimum Term.
- 16 Confidentiality
- 16.1 We retain all rights in the Confidential Information.



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- 16.2 You will:
- (a) keep all Confidential Information confidential;
 - (b) not disclose or allow any Confidential Information or the terms of this Standard Agreement or Application for Service (including pricing) to be disclosed to any third party without our prior written consent; and
 - (c) return all Confidential Information (including all copies) to us within 7 days of request by us.
- 16.3 You will not use Confidential Information or the terms of this Standard Agreement, which you acquire from us for any purpose other than use of the Service or as otherwise expressly permitted by us and, in particular, will not use Confidential Information in any way which may cause us loss, whether by way of damage to our reputation, financial loss, or otherwise.
17. Force Majeure
- 17.1 We are not liable for any failure to perform, or for any delay in performing any of our obligations under this Standard Agreement where the failure or delay is occasioned by:
- (a) strike or other industrial action;
 - (b) any act or omission by you or any third party, including failures or delays by Other Suppliers;
 - (c) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licences or authorities;
 - (d) fire, flood, war or cable cut; or
 - (e) any other event beyond our reasonable control.
18. General
- 18.1 This Standard Agreement is governed by and construed in accordance with the laws Victoria. The parties submit to the jurisdiction of the Courts of Victoria and any court hearing appeals from those Courts.
- 18.2 This Standard Agreement contains the whole understanding of the parties to the exclusion of any prior agreement, representation or understanding relating to the Service.
- 18.3 You may not assign, mortgage, charge, sublicense or otherwise deal with your rights, or subcontract or otherwise delegate any of your obligations under this Standard Agreement without our prior written consent. We may assign or otherwise delegate all or any of our rights and obligations under this Standard Agreement to a Related Body Corporate or other person.
- 18.4 A notice, approval or consent, to be issued under this Standard Agreement must be in writing and in the absence of evidence to the contrary will be taken to be received:
- (a) if left at the address of the addressee, at the time it was left;
 - (b) if sent by ordinary post, on the third day after posting;
 - (c) if sent by express post, on the next day; and
 - (d) if sent by facsimile, at the time recorded on a transmission report from the machine from which the facsimile was sent.
- 18.5 Any waiver of a breach of any obligation by you relates only to the particular breach and not to any other or subsequent breach, and will not prejudice our rights to take subsequent action. A waiver under this clause will only be valid if it is in writing and signed by the party against whom such waiver is claimed.
- 18.6 If a provision of this Standard Agreement is void or voidable or unenforceable or the invalid part severed, the remainder of this Standard Agreement will not be affected.
- 18.7 Subject to section 480A of the Act, we may at any time vary any part of this Standard Agreement.
19. Definitions & Interpretations
- 19.1 In this Standard Agreement, unless the context otherwise requires:
- ACA* means the Australian Communications Authority or any successor.
- ACCC* means the Australian Competition & Consumer Commission or any successor.

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Access Site means the site address nominated in the Application for Service.

Act means the *Telecommunications Act 1997* as amended from time to time.

Application for Service means the application document requesting the Service and setting out the information required by ACURUS to provision the relevant Service.

Business Day means any day other than a Saturday, Sunday or public holiday in Victoria

Carrier means a carrier as defined in the Act.

Charges means the charges payable under this Standard Agreement for provision of the Service including all Installation Charges, Recurring Charges and Usage Based Charges, and any other charges set out in the Application for Service.

Commencement Date means the date the Application for Service is signed by you.

Conditional Ready for Service Date means a Ready for Service Date which will not entitle you to any Service Level rebate if we fail to meet such date.

Confidential Information means all information and all other knowledge relating to us, our products or Services which comes into your possession from any source, or information which is treated by us as confidential regardless of its form, or which is designated by its nature as confidential, but excluding information that is in the public domain.

Downgrade means any Variation in respect of the Service which results in a reduction in the total Charges payable for the Service.

end user means any person or entity to whom you supply the Service or allow to use the Service.

Force Majeure Event means any event specified in clause 18.1.

GST and **GST Law** have the same meaning as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended or replaced from time to time.

Insolvency Event means, in respect of a party:

- (a) the party is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt;
- (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party;
- (c) the party enters into an arrangement with its creditors;
- (d) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution;
- (e) the party suspends payment of its debts to the other party or a third party; or
- (f) anything analogous or having a substantially similar effect to any of the events described in (a) through (e) above, occurs under the law of any applicable jurisdiction.

Installation Charge means a once-off charge for labour, equipment, connection and associated cabling for initial installation of the Service set out in the Application for Service.

Minimum Term means the minimum contract term (if any) specified in the Application for Service, which commences on the Service Start Date and if no Minimum Term is specified in the Application for Service then 30 days.

Other Supplier means a Carrier, a telecommunications carriage service provider or an equipment supplier other than us, as the case may be.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Credit information, which is the Personal Information described in clause 10, is a specific type of Personal Information.

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

ACURUS Equipment means equipment provided to you, or installed by us at, or located on, Your Premises for provision of the Service.

Ready for Service Date means the date that we expect to supply the Service, which may or may not be the same as your Requested Delivery Date.

Recurring Charge means a monthly recurring charge set out in the Application for Service.

Related Body Corporate has the meaning given by section 50 of the *Corporations Act 2001*.

Requested Delivery Date means your preferred date for installation of new Service specified in the Application for Service or your preferred date from when you wish for a Variation of the Service to be operational.

Service means the relevant telecommunication service identified in the Application for Service.

Service Delivery Point means:

- (a) the port;
- (b) fibre termination panel; or
- (c) electrical interface, at the Access Site as we determine necessary for interconnection to the ACURUS network.

Service Description means the description of the relevant Service and any Service specific terms and conditions set out in Part C of this Standard Agreement.

Service Levels means the relevant service levels (if any) that apply to the Service

Service Start Date means the earlier of:

- (a) the date on which we first notify you that the Service is ready for use; and
- (b) the date on which you first use the Service.

Standard Agreement means a standard form of agreement formulated for the purpose of section 479 of the Act, comprising in their order of precedence:

- (a) the Service Description;
- (b) these General Terms and Conditions;
- (c) the Application for Service; and
- (d) the Service Levels.

Tax means any tax (including GST), withholding tax, charge, rate, duty impost or other levy imposed by any authority (other than income or capital gains tax).

Usage Based Charge means a monthly usage charge for utilisation of minutes or capacity including any minimum usage charge set out in the Application for Service.

Variation means any change, addition, increase or reduction in respect of the Service including a relocation or increase in bandwidth, and **Vary** has a corresponding meaning.

we, us, our, ACURUS means Acurus Pty Ltd ABN 60 685 485 566 .

you, your, yourself, customer means the person or entity nominated as the customer in the Application for Service and that party's successors and permitted assigns.

Your Equipment means all equipment and facilities supplied by you and used in connection with the Service.

Your Premises means the Access Site and any other premises occupied by you or your end user, to which we may require access in order to install, maintain or remove Equipment or the Service.

19.2 In this Standard Agreement, unless the context requires another meaning:

- (a) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) headings are for convenience only and do not affect interpretation;
- (c) a reference:
 - (i) to the word "*including*" or "*includes*" means "*including, but not limited to*" or "*includes, without limitation*";
 - (ii) to the singular includes the plural and vice versa;



PART C – GENERAL TERMS AND CONDITIONS

- (iii) to a gender includes all genders;
- (iv) to a document (including this Standard Agreement) is a reference to that document (including any Schedules) as amended, consolidated, supplemented, novated or replaced;
- (v) to a party means a party to this Standard Agreement;
- (vi) to a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this Standard Agreement;
- (vii) to a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency; and
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators;
- (viii) to a law:
 - (A) includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange; and
 - (B) is a reference to that law as amended, consolidated, supplemented or replaced; and
 - (C) includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
- (ix) to proceedings includes litigation, arbitration and investigation;
- (x) to a judgment includes an order, injunction, decree, determination or award of any court or tribunal;
- (xi) to time is to Sydney time; and
- (xii) to your acts or omissions, includes the acts or omissions of your employees, agents and contractors.



PART D(i) ACURUS DATA SERVICE LEVELS

PART D (i) ACURUS DATA SERVICE LEVELS

These Service Levels cover the following data service categories:

- ACURUS Leased Line Services;
- ACURUS Frame Relay Services;
- ACURUS Asynchronous Transfer Mode (“ATM”) Services;
- ACURUS Ethernet Services (“Ethernet”);
- ACURUS Multi Protocol Label Switching (“MPLS”) Private Network Services and;
- ACURUS Managed Solution.

For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise. These Service Levels do not apply to the ISDN or PSTN services (not supplied by ACURUS) used for Transit-1 or Transit-3 Dial access, but do apply to the ACURUS supplied router and dial port.

A reference to a clause number shall be a reference to a clause contained in these Service Levels, unless expressly stated otherwise.

1. Performance Targets

The table below describes the performance targets for ACURUS data Circuits. Our failure to achieve these performance targets does not per se entitle you to claim a rebate. Your entitlement to rebates in the event of a Circuit Outage is set out in clause 2.

Transit-1 and Transit-3 IP VPN Access Services

Parameter	Target
Mean Time To Repair (MTTR) Capital City area:	4 hours
Regional area:	4 hours excluding on-site visit 24 hours including on-site visit
Mean is taken over a calendar month	
Availability	99.9%

All Other Data Services

Parameter	Target
Mean Time To Repair (MTTR) The mean is taken over a calendar month	4 Hours
Availability	99.95%

These targets are effective during Service Coverage Hours only.

Transit-1 and Transit-3 Service Coverage Hours are Monday to Friday 7:00AM to 9:00PM and Saturday 9:00AM to 5:00PM excluding gazetted Australia-wide public holidays. For Transit-1 and Transit-3 ISDN Dial services, the ISDN service component is excluded, as ACURUS does not provide this component of the service.

Service Coverage Hours for other Data services are 24 hours per day, 7 days per week. Fault reporting will be accepted by Us 24 hours per day, 7 days per week on all services.

2. Outage Rebates

Subject to the rebate exemptions listed in clause 5, in the event of a Circuit Outage in any calendar month, you will be entitled to claim a rebate in accordance with the following rates which are based on the duration of the Outage:

Transit-1 and Transit-3 MPLS Access Services



PART D(i) ACURUS DATA SERVICE LEVELS

Accumulated Outage on a Circuit or Service (in a calendar month)	Rebate
> 4 hours ≤ 6 hours Capital City; Regional where a site visit is not required, or > 24 ≤ 26 hours Regional where a site visit is required	25%
> 6 hours Capital City; Regional where a site visit is not required, or > 26 hours Regional where a site visit is required	40%

All Other Data Services

Accumulated Outage on a Circuit or Service (in a calendar month)	Rebate
> 2 ≤ 4 hours	0%
> 4 ≤ 6 hours	20%
> 6 ≤ 12 hours	25%
> 12 hours	30%

The rebates are calculated based on the percentage of the preceding month's Recurring Charge relating to the affected Circuit or Service only.

A Circuit or Service Outage is calculated for the Service Coverage Hours from the time that a fault or trouble call is received by ACURUS to the time when that Circuit or Managed Service ceases to be Unavailable except any downtime incurred as a result of or in connection with Your Equipment that is not part of the ACURUS Managed Service, or your act or omission, or an act or omission of your employees, agents, contractors or invitees.

Without limiting the above, the actual end-to-end Availability and performance of the Service may be affected by Your Equipment, including, without limitation, by the type and quality of Your Equipment used. All Your Equipment connected to Our network and Managed Service Equipment must be approved by the Australian Communications Authority prior to connection to the network.

3 Installation Targets

The details below are the Service installation lead times calculated from the date of written notification by ACURUS of an unconditional installation date. Your entitlement to rebates in the event of an Installation Delay is set out in clause 4.

Access	Time
Installation of New Services	
For < 2Mbps Services: Fibre in building with electronics	21 Business Days
Ethernet (10BaseT) and Fast Ethernet (100BaseTX) Intra-city services via fibre	33 Business Days
All ACURUS Data Services delivered over DSL – Leased Lines, Ethernet, ATM, Frame Relay and IP VPN.	33 Business Days
IP Transit-1 or Transit-3 Access Services – Dial Port only	10 Business Days
Services other than those specified in this table	To be advised
Modification of an Existing Service	



PART D(i) ACURUS DATA SERVICE LEVELS

ACURUS fibre access bandwidth where capacity/cabling is available at the Customer premises and no new equipment is required	5 Business Days
National MPLS Port bandwidth	2 Business Days
Services other than those specified in this table	To be advised

3. Installation Rebates

Subject to the exemptions listed in clause 5, in the event of an Installation Delay, you will be entitled to claim a credit in accordance with the rates set out below.

Installation Time Frames	Installation Delay	Recurring Charge Rebate
Installation targets as defined in clause 3 or as otherwise agreed in writing by the parties.	Up to 5 Business Days	25% of 1 Month Recurring
	6 to 10 Business Days	50% of 1 Month Recurring
	11 to 20 Business Days	100% of 1 Month Recurring
	Greater than 20 Business days	150% of 1 Month Recurring

An Installation Delay is measured from the Unconditional Ready for Service Date notified to you by us. The rebates are calculated on the Recurring Charge payable in respect of the affected Circuit only. If we agree to waive the applicable Recurring Charge, then the rebate will be calculated based on an amount equal to our current published Recurring Charge applicable as at the Service Start Date.

4. Rebate Exemptions

You will not be entitled to claim any rebates:

- (a) if failure to achieve the relevant Service Levels is caused directly or indirectly by, or arises from or in connection with:
 - (i) Force Majeure event;
 - (ii) a Planned Outage;
 - (iii) the act or omission of you or your personnel; or
 - (iv) the exercise of our right to suspend the Services in accordance with our Standard Form of Agreement, or, if the Customer has entered into a master supply agreement for the supply of Services, in accordance with the term of that master supply agreement;
- (b) if we have not confirmed in writing to the Customer an Unconditional Ready for Service Date;
- (c) if we fail to meet a Conditional Ready for Service Date; or
- (d) in the event of an Installation Delay occurring in respect of any component of the Services comprising Extended Access tails or network or facility supplied by an Other Supplier (including international terrestrial or satellite links) and used to extend the reach of our network to complete supply of the Services.

Any rebate potentially available to you is not redeemable for cash or cumulative, such that any rebate that is not claimed in whole or part for any one month cannot be accrued or carried forward in any way (either in whole or part) for any following or subsequent month(s).

5. Definitions

In these Service Levels, unless the context otherwise requires:

Availability means a measurement of the percentage of total time that a Circuit is operative when measured over a 365 consecutive day (8760 hour) period from Service Delivery Point to Service Delivery Point.

Business Day means any day other than a Saturday, Sunday or public holiday in the state where the Services are provided.

Capital City means a customer site location within 30km radial distance from a ACURUS exchange in the capital cities of Brisbane, Sydney, Canberra, Melbourne, Adelaide, and Perth.

Circuit means a physical or virtual link.

Conditional Ready for Service Date means a Ready for Service Date, which will not entitle you to any Service Level rebates if we fail to meet such date.

Extended Access means any dedicated network or facility supplied by an Other Supplier used to extend the reach of our Circuit.

Force Majeure Event means:

- (a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;
- (b) any strike, lockout, work stoppage, or other industrial action; c) any failure or delay, or other act or omission of the Customer or any third party (including third party Carriers and Carriage Service Providers), including cable cuts and failures to provide goods or Services or access to premises;
- (d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;
- (e) emergency maintenance requirements; or
- (f) any other event beyond our reasonable control.

Installation Delay means that period of time (measured in Business Days) commencing on and from the Unconditional Ready for Service Date until the Service Start Date.

Integral Router means a standard router that is supplied by us as part of an integrated IP VPN product offering.

Managed Service means data routing and switching equipment managed by ACURUS.

Mean Time To Repair or MTTR means the mean time required by us to restore the Service. The mean is taken over one calendar month.

Other Supplier means a Carrier (as defined in the *Telecommunications Act 1997*), Carriage Service Provider or an equipment supplier, other than us.

An **Outage** occurs where a Circuit or data routing and switching equipment managed by ACURUS is Unavailable.

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

Ready for Service Date means the date that we expect to commence supply of the Services to the Customer, which may or may not be the same as your Requested Delivery Date.

Recurring Charges means a monthly recurring charge set out in the Application for Service.

Regional means a customer site location within Australia that is not a Capital City.

Requested Delivery Date means your preferred date for installation of new Services specified in the Application for Service or your preferred date from when it wishes for a Variation of the Services to be operational.

Service means the relevant telecommunications service identified in your relevant Application For Service.

Service Delivery Point means the port, fibre termination panel or electrical interface at the Access Site as determined necessary by us for interconnection to our network.

Service Start Date means the earlier of:

- (a) the date on which we first notifies you that Services are ready for use: and



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PART D(i) ACURUS DATA SERVICE LEVELS

- (b) the date on which you first use the Service.

Standard Form of Agreement means our standard form of agreement formulated for the purposes of section 479 of the *Telecommunications Act 1997*, comprising in their order of precedence:

- (a) the Service Description;
- (b) the General Terms and Conditions;
- (c) the Application for Service; and
- (d) the Service Levels.

Service Coverage Hours means our hours of operation for service response and restoration for a particular service as detailed in clause 1.

Unavailable means there is a loss of signal in respect of a Circuit rendering the Service completely unavailable for use by you or degraded to such an extent as to be rendered unusable by you.

Unconditional Ready for Service Date means a Ready for Service Date which will entitle you to any applicable Service Level rebates if we fail to meet such date.

Variation means a change, addition, increase or reduction in respect of the Services including a relocation or increase in bandwidth, and *Vary* has a corresponding meaning.



PART D (ii) ACURUS VOICE SERVICE LEVELS

PART D (ii) ACURUS VOICE SERVICE LEVELS

These Service Levels cover the following voice service categories:

- ACURUS ISDN Service (“**ISDN**”)
- ACURUS 13/1300/1800 BizXpand Service (“**BizXpand**”)
- ACURUS Long Distance Service (“**Long Distance**”)
- ACURUS Teleconferencing Services (“**Teleconferencing**”)
- ACURUS Business Line Services (“**Business Line**”)

For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in these Service Levels.

The following Service Levels relate to performance of the Circuit or Service and not to the quality of the voice calls as there are factors which may affect voice quality which are beyond our control.

1. ISDN Service Levels

Performance Targets:

The table below describes the performance targets for ACURUS ISDN Circuits. Failure to achieve these targets does not per se entitle you to claim a rebate. Your entitlement to rebates in the event of a Circuit Outage is set out in clause 1.2.

Parameter	Target
Mean Time To Repair (MTTR)	4 Hours
Availability	99.95%

1.2 Outage Rebates:

Subject to clause 1.5, in the event of a Circuit Outage in any calendar month, you will be entitled to claim a rebate in accordance with the rates set out below based on the duration of the Outage.

Accumulated Outage on a Circuit (in a calendar month)	Rebate
> 2 ≤ 4 hours	5%
> 4 ≤ 6 hours	10%
> 6 ≤ 12 hours	15%
> 12 hours	20%

The rebates are calculated based on the percentage of the preceding month’s Usage Based Charge relating to the affected Circuit only. If there is more than one ISDN Circuit at an Access Site, Usage Based Charges will be calculated based on the total ISDN Usage Based Charges payable in respect of that Access Site divided by the number of ISDN Circuits at that Access Site.

A Circuit Outage is calculated from the time that a fault or trouble call is received by us to the time when that Circuit ceases to be Unavailable except any downtime incurred as a result of or in connection with Your Equipment or your act or omission or an act or omission of your agents, employees, invitees or contractors.

1.3 Installation Targets:

The installation targets are set out below and are calculated from the date of written acceptance by us of your Application for Service. Your entitlement to claim rebates in the event of an Installation Delay is set out in clause 1.4.

Access	Time
Fibre in building hub no electronics (no building access)	To be negotiated
Fibre in building hub no electronics (building access granted) Extended Access tails ACURUS DSL	33 Business Days



PART D (ii) ACURUS VOICE SERVICE LEVELS

Fibre in building hub with electronics (1st service to Customer floor)	10 Business Days
Add/Change service (where existing cabling/capacity available at Customer premises)	10 Business Days

1.4 Installation Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of an Installation Delay you will be entitled to claim a rebate in accordance with the rates set out below. An Installation Delay is measured from the Unconditional Ready for Service Date.

Installation Time Frames	Installation Delay	Recurring Charge Rebate
Installation targets as defined in clause 1.3 or as otherwise agreed in writing by the parties.	Up to 5 Business Days	25% of 1 Month Recurring
	6 to 10 Business Days	50% of 1 Month Recurring
	11 to 20 Business Days	100% of 1 Month Recurring
	Greater than 20 Business days	150% of 1 Month Recurring

The rebates are calculated based on the Recurring Charge payable in respect of the affected Circuit only. If ACURUS in its sole discretion agrees to waive the applicable Recurring Charge, then the rebate will be calculated based on an amount equivalent to ACURUS current published Recurring Charge applicable as at the Service Start Date.

2. BizXpand Service Levels

2.1 Performance Targets:

The table below describes the performance targets for the ACURUS BizXpand Service. Failure to achieve these targets does not automatically entitle you to claim a rebate. Your entitlement to rebates in the event of a Service Outage is set out in clause 2.2.

Parameter	Target
Mean Time To Repair (MTTR) (ACURUS Infrastructure)	2 Hours
Availability	99.95%

2.2 Outage Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of a Service Outage in any calendar month you will be entitled to claim a rebate in accordance with the rates set out below based on the duration of the Outage.

Accumulated Outage on a Service (in a calendar month)	Rebate
> 2 ≤ 4 hours	5%
> 4 ≤ 6 hours	10%
> 6 ≤ 12 hours	15%
> 12 hours	20%

A Service Outage is calculated from the time that a fault or trouble call is received by us to the time when that Service ceases to be Unavailable except any downtime incurred as a result of or in connection with your act or omission, or an act or omission of your agents, employees, invitees or contractors.

The rebates are calculated based on the percentage of the preceding month's Usage Based Charge relating to the affected Service only.

Without limiting the above, the actual end-to-end Availability and performance of the Service may be affected by Your Equipment, including, without limitation, by the type and quality of Your Equipment used. All Your Equipment connected to Our network must be approved by the Australian Communications Authority approved prior to connection to Our network.



PART D (ii) ACURUS VOICE SERVICE LEVELS

2.3 Installation Targets:

The installation targets are set out below and are calculated from the date of written acceptance by us of your Application for Service. Your entitlement to claim rebates in the event of an Installation Delay is set out in clause 2.4.

Access	Time
Provision of new Service (with not more than 50 answer points per Service)	15 Business Days
Provision of new Service (with in excess of 50 answer points per Service)	To be negotiated

2.4 Installation Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of an Installation Delay you will be entitled to claim a rebate in accordance with the rates set out below. An Installation Delay is measured from the Unconditional Ready for Service Date.

Installation Time Frames	Installation Delay	Recurring Charge Rebate
Installation targets as defined in clause 2.3 or as otherwise agreed in writing by the parties.	Up to 5 Business Days	25% of 1 Month Recurring
	6 to 10 Business Days	50% of 1 Month Recurring
	11 to 20 Business Days	100% of 1 Month Recurring
	Greater then 20 Business days	150% of 1 Month Recurring

The rebates are calculated based on the Recurring Charge payable in respect of the affected Service only. If we agree in our sole discretion to waive the applicable Recurring Charge, then the rebate will be calculated based on an amount equivalent to ACURUS current published Recurring Charge applicable as at the Service Start Date.

3. Long Distance Service Levels

3.1 Preselection:

The installation target for Preselection is 15 Business Days calculated from the date of written acceptance by us of the Application for Service.

No outage or installation rebates apply to the Preselection service.

Carrier Override Code:

The installation target for Carrier Override Code is 5 Business Days calculated from the date of written acceptance by us of the Application for Service.

No outage or installation rebates apply to the Carrier Override Code service.

4. Teleconferencing Service Levels

The registration target for ACURUS Teleconferencing is:

- (a) in respect of applications with not more than 50 Services, 1 Business Day calculated from the date of written acceptance by us of the Application for Service; and
- (b) in respect of applications with more than 50 Services, we will advise you of the registration target. No outage or registration rebates apply to the ACURUS Teleconferencing Service.

5. Business Line Service Levels

5.1 Performance Targets:

The table below describes the performance targets for ACURUS Business Line Circuits. Failure to achieve these targets does not per se entitle you to claim a rebate. Your entitlement to rebates in the event of a Circuit Outage is set out in clause 5.2.



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Parameter	Target
Mean Time To Repair (MTTR)	24 Hours
Availability	99.95%

Outage Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of a Circuit Outage in any calendar month you will be entitled to claim a rebate in accordance with the rates set out below based on the duration of the Outage.

Accumulated Outage on a Circuit (in a calendar month)	Rebate
> 6 ≤ 15 hours	10%
> 15 ≤ 20 hours	15%
> 20 ≤ 25 hours	20%
> 25 ≤ 30 hours	30%
> 30 hours	40%

The rebates are calculated based on the percentage of the preceding month's Recurring Charge (pro-rata) relating to the affected Circuit only.

A Circuit Outage is calculated from the time that a fault or trouble call is received by us to the time when that Circuit ceases to be Unavailable except any downtime incurred as a result of or in connection with Your Equipment or your act or omission or an act or omission of your agents, employees, invitees or contractors.

5.3 Installation Targets:

The installation targets are set out below and are calculated from the date of written acceptance by us of your Application for Service. Your entitlement to claim rebates, if any, in the event of an Installation Delay is set out in clause 5.4.

Access	Time
Per analogue voice exchange line (where you have received an unconditional order acceptance)	33 Business days

5.4 Installation Rebates:

Installation Rebates do not apply.

6. Rebate Exemption

You will not be entitled to claim any rebates:

- (a) if failure to achieve the relevant Service Levels is caused directly or indirectly by, or arises from or in connection with:
 - (i) a Force Majeure Event;
 - (ii) a Planned Outage;
 - (iii) the act or omission of you or your personnel; or
 - (iv) the exercise of our right to suspend the Services in accordance with our Standard Form of Agreement, or, if the Customer has entered into a master supply agreement for the supply of Services, in accordance with the term of that master supply agreement;
- (b) if we have not confirmed in writing to the Customer an Unconditional Ready for Service Date;
- (c) if we fail to meet a Conditional Ready for Service Date; or
- (d) in the event of an Installation Delay occurring in respect of any component of the Services comprising Extended Access tails or network or facility supplied by an Other Supplier (including international terrestrial or satellite links) and used to extend the reach of our network to complete supply of the Services.

Any rebate potentially available to you is not redeemable for cash or cumulative, such that any rebate that is not claimed in whole or part for any one month cannot be accrued or carried forward in any way (either in whole or part) for any following or subsequent month(s).



PART D (ii) ACURUS VOICE SERVICE LEVELS

7. Definitions

7.1 In these Service Levels, unless the context requires otherwise:

Circuit means in respect of the Business Line Service, an analogue voice exchange line, in respect of any other voice service a physical link from the Service Delivery Point to the serving ACURUS Megapop.

Conditional Ready for Service Date means a Ready for Service Date, which will not entitle you to any Service Level rebates if we fail to meet such date.

Extended Access means any dedicated network or facility supplied by an Other Supplier used to extend the reach of ACURUS Circuit.

Force Majeure Event means:

- (a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;
- (b) any strike, lockout, work stoppage, or other industrial action;
- (c) any failure or delay, or other act or omission of the Customer or any third party (including third party Carriers and Carriage Service Providers), including cable cuts and failures to provide goods or Services or access to premises;
- (d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;
- (e) emergency maintenance requirements; or
- (f) any other event beyond our reasonable control.

Installation Delay means that period of time (measured in Business Days) commencing on and from the Unconditional Ready For Service Date until the Service Start Date.

Mean Time To Repair or **MTTR** means the mean time required by us to restore an Unavailable Service. The mean is taken over one calendar month.

Other Supplier means a Carrier (as defined in the *Telecommunications Act 1997*), Carriage Service Provider or an equipment supplier other than us.

An **Outage** occurs when:

- (a) in respect of ISDN, a Circuit is Unavailable; and
- (b) in respect of BizXpand, the Service is Unavailable.

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

PSTN means any network or facility supplied by an Other Supplier (including international terrestrial or satellite links) used to complete the call.

Ready for Service Date means the date we expect to commence the supply of Services to the Customer, which may or may not be the same as your Requested Delivery Date.

Recurring Charges means a monthly recurring charge set out in the Application for Service.

Requested Delivery Date means your preferred date for installation of new Services specified in the Application for Service or the your preferred date from when it wishes for a Variation of the Services to be operational.

Service means the relevant telecommunications service identified in your relevant Application For Service.

Service Delivery Point means the port, fibre termination panel or electrical interface at the Access Site as determined necessary by us for interconnection to our network.



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Service Start Date means the earlier of:

- (a) the date on which we first notifies you that Services are ready for use; and
- (b) the date on which you first use the Service.

SHDSL Service means a service supplied to the customer utilising copper infrastructure and a SHDSL modem that may be owned and/or supplied by ACURUS or another carrier contracted by ACURUS to supply the Service.

Standard Form of Agreement means our standard form of agreement formulated for the purposes of section 479 of the *Telecommunications Act 1997*, comprising in their order of precedence:

- (a) the Service Description;
- (b) the General Terms and Conditions;
- (c) the Application for Service; and
- (d) the Service Levels.

Unavailable means there is a loss of signal in respect of a Circuit rendering the Services completely unavailable for use or degraded to such an extent as to be unusable by you.

Unconditional Ready for Service Date means a Ready for Service Date which will entitle you to any applicable Service Level rebates if we fail to meet such date.



PART D(iii) ACURUS INTERNET SERVICE LEVELS

PART D (iii) ACURUS INTERNET SERVICE LEVELS

These Service Levels cover the following internet service categories:

- ACURUS IP Network
- ACURUS Dedicated Internet Access (“DIA”)
- ACURUS SpeedStream DSL (Internet) Services
- ACURUS SuperDSL (Internet) Services
- ACURUS PowerBand (Internet) services
- ACURUS Super Wireless (“Wireless”)
- ACURUS Dial/ISDN Service

For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

1. ACURUS IP Network

1.1 Performance Targets:

The ACURUS IP network comprises all the ACURUS IP routing equipment physically located in various network points-of-presence as well as the transport mechanisms that link them together. Performance targets for the ACURUS IP Network are applicable regardless of the access service.

The table below describes the performance objectives for ACURUS IP network. These objectives are broken down into Round Trip Times and Packet Loss.

Round Trip Times are measured by sending an Internet Control Message Protocol packet (a “ping”) between any of the ACURUS core routers, taking the total average round trip times over a one calendar month period and comparing it to the target figure in the table below.

Packet Loss is measured by taking the total average packet loss over a one calendar month period and comparing it to the target figure in the table below.

Parameter	Target
National Network Average Round Trip Time	150 milliseconds
International Network Average Round Trip Time	400 milliseconds
National Network Average Packet Loss	< 1%
International Network Average Packet Loss	< 2 %

Packet Loss means the unsuccessful transmission of data packets across the ACURUS network for whatever reason.

Average Packet Loss means the ratio calculated over a calendar month of Packet loss to the number of packets successfully offered for transmission across ACURUS network.

Average Round Trip Time means the average Round Trip Time measured over a calendar month.

Round Trip Time means the period of time that it takes for a network packet to transit between a source and a target. In ACURUS case the measurement of latency is by measuring the average time it takes a 64 byte network packet to travel from source to destination and back to source. For the avoidance of doubt, the measurement includes the time required for the destination to process the message from the source and generate a reply.

International Network means ACURUS IP network both inside and outside Australia, including all ACURUS owned and Operated IP Routers and Switches and any virtual links between them.

National Network means ACURUS IP network within Australia, including all ACURUS owned and operated IP Routers



PART D(iii) ACURUS INTERNET SERVICE LEVELS

and Switches and any virtual links between them. We will use our reasonable endeavors to meet these performance targets but do not provide rebates if we are unable to meet them for whatever reason.

2. ACURUS Dedicated Internet Access Services Levels

2.1 Performance Targets:

Physical Connectivity:

The Physical Connectivity is the Layer 1 and Layer 2 connection between you and the ACURUS IP backbone. This connectivity can be achieved utilising several different transport methods.

The service levels (installation, availability and rebates) for the Physical connectivity are that of the data access service used. We provide these below:

- ACURUS Leased Line Services;
- ACURUS Frame Relay Services;
- ACURUS Asynchronous Transfer Mode (“ATM”) Services;
- ACURUS Ethernet Services (“Ethernet”);
- ACURUS Dial/ISDN

For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise. These Service Levels do not apply to the ISDN or PSTN services (not supplied by ACURUS) used for Transit-1 or Transit-3 Dial access, but do apply to the ACURUS supplied router and dial port.

The table below describes the performance targets for ACURUS data Circuits. Our failure to achieve these performance targets does not per se entitle you to claim a rebate. Your entitlement to rebates in the event of a Circuit Outage is set out in clause 2.

Transit-1 and Transit-3 IP VPN Access Services

Parameter	Target
Mean Time To Repair (MTTR) Capital City area:	4 hours
Regional area:	4 hours excluding on-site visit 24 hours including on-site visit
Mean is taken over a calendar month	
Availability	99.9%

All Other Data Services

Parameter	Target
Mean Time To Repair (MTTR) The mean is taken over a calendar month	4 Hours
Availability	99.95%

These targets are effective during Service Coverage Hours only.

Transit-1 and Transit-3 Service Coverage Hours are Monday to Friday 7:00AM to 9:00PM and Saturday 9:00AM to 5:00PM excluding gazetted Australia-wide public holidays. For Transit-1 and Transit-3 ISDN Dial services, the ISDN service component is excluded, as ACURUS does not provide this component of the service.

Service Coverage Hours for other Data services are 24 hours per day, 7 days per week. Fault reporting will be accepted by Us 24 hours per day, 7 days per week on all services.

2.2 Outage Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of a Circuit Outage in any calendar month, you will be entitled to claim a rebate in accordance with the following rates which are based on the duration of the Outage:



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Transit-1 and Transit-3 Access Services

Accumulated Outage on a Circuit (in a calendar month)	Rebate
> 4 hours ≤ 6 hours Capital City; Regional where a site visit is not required, or > 24 ≤ 26 hours Regional where a site visit is required	15%
> 6 hours Capital City; Regional where a site visit is not required, or >26 hours Regional where a site visit is required	30%

All Other Data Services

Accumulated Outage on a Circuit (in a calendar month)	Rebate
> 2 ≤ 4 hours	5%
> 4 ≤ 6 hours	10%
> 6 ≤ 12 hours	15%
> 12 hours	20%

The rebates are calculated based on the percentage of the preceding month's Recurring Charge relating to the affected Circuit only.

A Circuit Outage is calculated for the Service Coverage Hours from the time that a fault or trouble call is received by ACURUS to the time when that Circuit ceases to be Unavailable except any downtime incurred as a result of or in connection with Your Equipment, or your act or omission, or an act or omission of your employees, agents, contractors or invitees.

Without limiting the above, the actual end-to-end Availability and performance of the Service may be affected by Your Equipment, including, without limitation, by the type and quality of Your Equipment used. All Your Equipment connected to our network must be approved by the Australian Communications Authority prior to connection to our network.

2.3 Installation Targets:

The details below are the Service installation lead times calculated from the date of written notification by ACURUS of an unconditional installation date. Your entitlement to rebates in the event of an Installation Delay is set out in clause 2.4.

Access	Time
Installation of New Services	
For < 2Mbps Services: Fibre in building with electronics	21 Business Days
Ethernet (10BaseT) and Fast Ethernet (100BaseTX) Intra-city services via fibre	33 Business Days
All ACURUS Data Services delivered over DSL – Leased Lines, Ethernet, ATM, Frame Relay and IP VPN.	33 Business Days
IP Transit-1 or Transit-3 Access Services – Dial Port only	10 Business Days
Services other than those specified in this table	To be advised
Modification of an Existing Service	
ACURUS fibre access bandwidth where capacity/cabling is available at the Customer premises and no new equipment is required	5 Business Days
National MPLS Port bandwidth	2 Business Days
Services other than those specified in this table	To be advised



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2.4 Installation Rebates:

Subject to the exemptions listed in clause 6, in the event of an Installation Delay, you will be entitled to claim a credit in accordance with the rates set out below.

Installation Time Frames	Installation Delay	Recurring Charge Rebate
Installation targets as defined in clause 2.3 or as otherwise agreed in writing by the parties.	Up to 5 Business Days	25% of 1 Month Recurring
	6 to 10 Business Days	50% of 1 Month Recurring
	11 to 20 Business Days	100% of 1 Month Recurring
	Greater than 20 Business days	150% of 1 Month Recurring

An Installation Delay is measured from the Unconditional Ready For Service Date notified to you by us. The rebates are calculated on the Recurring Charge payable in respect of the affected Circuit only. If we agree to waive the applicable Recurring Charge, then the rebate will be calculated based on an amount equal to our current published Recurring Charge applicable as at the Service Start Date.

3. ACURUS SpeedStream DSL (Internet) Service

ACURUS SpeedStream DSL and Internet Service Levels cover the following Services:

- ACURUS SpeedStream SHDSL
- ACURUS SpeedStream ADSL

3.1 Performance Targets:

Physical Connectivity:

The Physical Connectivity is the connection between a Customer and the ACURUS IP backbone.

The table below describes the performance objectives for ACURUS SpeedStream SHDSL and SpeedStream ADSL services. Failure to achieve these targets does not automatically entitle the Customer to a rebate.

Parameter	Target
Mean Time To Repair (MTTR) The mean is taken over a calendar month	24 Hours
Availability	99.95%

Your entitlement to a rebate in the event of an Outage is set out in clause 3.2.

3.2 Outage Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of a Circuit Outage within any calendar month, the customer will be entitled to claim a rebate in accordance with the rates set out below based on the duration of the Outage.

Accumulated Outage on a Circuit (in a calendar month)	Rebate
> 4 hours ≤ 6 hours	15%
> 6 hours	30%

The rebates are calculated based on the percentage of the preceding calendar month's Recurring Charge relating to the affected Circuit only.

A Circuit Outage is calculated from the time that we receive a fault or trouble call from you to the time when that Circuit ceases to be Unavailable except any downtime incurred as a result of or in connection with your equipment, or your act or omission, or an act or omission of your employees, agents, contractors or invitees.

Without limiting the above, the actual end-to-end Availability and performance of the Service may be affected by equipment you have provided, including, without limitation, by the type and quality of the equipment you use. All



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equipment you connect to our network must be approved by the Australian Communications Authority prior to connection to our network.

3.3 Installation Targets:

The details below are the Service installation lead times calculated from the date of written notification by us to you of an Unconditional Ready for Service Date.

Access	Time
SpeedStream SHDSL	25 Business days
SpeedStream ADSL	25 Business days

Your entitlement to claim rebates in the event of an Installation Delay is set out in clause 3.4.

3.4 Installation Rebates:

Subject to the rebate exemptions listed in clause 6 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 Time Frames	Installation Delay	Recurring Charge Rebate
Installation targets as defined in clause 3.3 or as otherwise agreed in writing by the parties.	Up to 5 Business Days	25% of 1 Month Recurring
	6 to 10 Business Days	50% of 1 Month Recurring
	11 to 20 Business Days	100% of 1 Month Recurring
	Greater than 20 Business days	150% of 1 Month Recurring

An Installation Delay will be measured from the Unconditional Ready for Service Date. The rebates are calculated on the basis of the Recurring Charge payable in respect of the affected Circuit only. If we in our sole discretion agree to waive the applicable Recurring Charge, then the rebate will be calculated on the basis of an amount equal to our current published Recurring Charge applicable as at the Start Date of the Service.

4. ACURUS PowerBand Internet Service Levels

4.1 Performance Targets:

Physical Connectivity:

The Physical Connectivity is the Layer 1 and Layer 2 connection between you and the ACURUS IP backbone. This connectivity can be achieved with the ADSL and SHDSL service.

The table below describes the performance objectives for ACURUS DSL circuits provisioned for an ACURUS Powerband Internet Service. Failure to achieve these targets does not per se entitle you to claim a rebate.

Parameter	Target
Mean Time To Repair (MTTR) The mean is taken over a calendar month	24 Hours
Availability	99.99%

Your entitlement to claim a rebate is set out in clause 4.3 below.

4.2 Installation Targets:

The details below are the Service installation lead times calculated from the date of written notification by us to you of an Unconditional Ready for Service Date.

Access	Time
DSL (where you have received an unconditional order acceptance).	25 Business days

No Installation rebates apply.



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4.3 Outage Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of a Circuit Outage within any calendar month, the customer will be entitled to claim a rebate in accordance with the rates set out below based on the duration of the Outage.

Accumulated Outage on a Circuit (in a calendar month)	Rebate
> 6 ≤ 15 hours	10%
> 15 ≤ 20 hours	15%
> 20 ≤ 25 hours	20%
> 25 ≤ 30 hours	30%
> 30 hours	40%

The rebates are calculated based on the percentage of the preceding month's Recurring Charge relating to the affected Circuit only. In the event that the Broadband Internet Service is part of an AccessAdvantage bundle, you will be entitled to a rebate based on the AccessAdvantage Recurring Charge.

A Circuit Outage is calculated from the time that we receive a fault or trouble call from you to the time when that Circuit ceases to be Unavailable except any downtime incurred as a result of or in connection with your equipment, or act or omission, or an act or omission of your employees, agents, contractors or invitees.

Without limiting the above, the actual end-to-end Availability and performance of the Service may be affected by equipment you have provided, including, without limitation, by the type and quality of your equipment used. All your equipment connected to our network must be approved by the Australian Communications Authority prior to connection to our network.

5 ACURUS SuperDSL

5.1 Performance Targets:

The table below describes the performance targets for ACURUS SuperDSL Services. Failure to achieve these performance targets does not per se entitle you to claim a rebate.

Parameter	Target
Mean Time To Repair (MTTR) Capital City area:	4 hours
Regional area:	4 hours excluding on-site visit 24 hours including on-site visit
Mean is taken over a calendar month	
Availability	99.9%

Your entitlement to rebates in the event of a Circuit Outage is set out in clause 5.2.

These targets are effective during SuperDSL Service Coverage Hours only. SuperDSL Service Coverage Hours are 24 hours per day, 7 days per week. Fault reporting will be accepted by Us from 9.00 AM to 9.00 PM Monday to Friday and 11.00 AM to 6.00 PM Saturday, 6 days per week excluding public holidays.

5.2 Outage Rebates:

Subject to the rebate exemptions listed in clause 6, in the event of a Circuit Outage within any calendar month, the customer will be entitled to claim a rebate in accordance with the rates set out below based on the duration of the Outage:

Accumulated Outage on a Circuit (in a calendar month)	Rebate
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> 4 hours ≤ 6 hours Capital City; Regional where a site visit is not required, or > 24 ≤ 26 hours Regional where a site visit is required	0%
> 6 hours Capital City; Regional where a site visit is not required, or >26 hours Regional where a site visit is required	0%

The rebates are calculated based on the percentage of the preceding month's Recurring Charge relating to the affected Circuit only.

A Circuit Outage is calculated for the Service Coverage Hours from the time that we receive a fault or trouble call from you to the time when that Circuit ceases to be Unavailable except any downtime incurred as a result of or in connection with your equipment, or act or omission, or an act or omission of your employees, agents, contractors or invitees.

Without limiting the above, the actual end-to-end Availability and performance of the Service may be affected by equipment you have provided, including, without limitation, by the type and quality of your equipment used. All your equipment connected to our network must be approved by the Australian Communications Authority prior to connection to our network.

5.3 Installation Targets:

The details below are the Service installation lead times calculated from the date of written notification by us to you of an Unconditional Ready for Service Date. Your entitlement to rebates in the event of an Installation Delay is set out in clause 5.4.

Access	Time
Installation of New Services	20 Business Days
Modification of an Existing Service	
ACURUS network access bandwidth where capacity/cabling is available at the Customer premises and no new equipment is required	5 Business Days
Services other than those specified in this table	To be advised

5.4 Installation Rebates:

Subject to the exemptions listed in clause 6, in the event of an Installation Delay, you will be entitled to claim a credit in accordance with the rates set out below.

Installation Time Frames	Installation Delay	Recurring Charge Rebate
Installation targets as defined in clause 5.3 or as otherwise agreed in writing by the parties.	Up to 5 Business Days	0% of 1 Month Recurring
	6 to 10 Business Days	0% of 1 Month Recurring
	11 to 20 Business Days	0% of 1 Month Recurring
	Greater than 20 Business days	0% of 1 Month Recurring

An Installation Delay is measured from the Unconditional Ready For Service Date notified to you by us. The rebates are calculated on the Recurring Charge payable in respect of the affected Circuit only. If we agree to waive the applicable Recurring Charge, then the rebate will be calculated based on an amount equal to our current published Recurring Charge applicable as at the Service Start Date.

6 Rebate Exemption

The Customer will not be entitled to claim any rebates:

- (a) if failure to achieve the relevant Service Levels is caused directly or indirectly by, or arises from or in connection with:



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- (i) a Force Majeure Event;
a Planned Outage;
 - (iii) the act or omission of the Customer or the Customer's personnel; or
 - (iv) the exercise of ACURUS right to suspend the Services in accordance with ACURUS Standard Form of Agreement, or, if the Customer has entered into a master supply agreement for the supply of Services, in accordance with the term of that master supply agreement;
- (b) if ACURUS has not confirmed in writing to the Customer an Unconditional Ready for Service Date;
 - (c) if ACURUS fails to meet a Conditional Ready for Service Date; or
 - (d) in the event of an Installation Delay occurring in respect of any component of the Services comprising Extended Access tails or network or facility supplied by an Other Supplier (including international terrestrial or satellite links) and used to extend the reach of the ACURUS network to complete supply of the Services.

Any rebate potentially available to the Customer is not redeemable for cash or cumulative, such that any rebate that is not claimed in whole or part for any one month cannot be accrued or carried forward in any way (either in whole or part) for any following or subsequent month(s).

7 Definitions

For the purpose of these Service Levels, unless the context otherwise requires, the following words shall have these meanings:

In these Service Levels, unless the context requires otherwise:

Access Site means the site address nominated in the Application for Service.

Application for Service means the application document requesting the Services and setting out the information required by ACURUS to provision the relevant Service.

Availability means a measurement of the percentage of total time that a Circuit is operative when measured over a 365 consecutive day (8760 hour) period from Service Delivery Point to Service Delivery Point.

Business Day means any day other than a Saturday, Sunday or public holiday in the state where the Services are provided.

Capital City means a customer site location within 30km radial distance from a ACURUS exchange in the capital cities of Brisbane, Sydney, Canberra, Melbourne, Adelaide, and Perth.

Circuit means a physical or virtual link.

Conditional Ready for Service Date means a Ready for Service Date, which will not entitle the Customer to any Service Level rebates if ACURUS fails to meet such date.

Customer means the person or entity whose name appears on the Application for Service and that party's successors and permitted assigns.

Extended Access means any dedicated network or facility supplied by an Other Supplier used to extend the reach of ACURUS Circuit.

Force Majeure Event means:

- (a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;
- (b) any strike, lockout, work stoppage, or other industrial action;
- (c) any failure or delay, or other act or omission of the Customer or any third party (including third party Carriers and Carriage Service Providers), including cable cuts and failures to provide goods or Services or access to premises;
- (d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;
- (e) emergency maintenance requirements; or

(f) any other event beyond the reasonable control of ACURUS.

Installation Delay means that period of time (measured in Business Days) commencing on and from the Unconditional Ready for Service Date until the Service Start Date.

Integral Router means a standard router that is supplied by us as part of an integrated IP VPN product offering.

Mean Time To Repair or MTTR means the mean time required to restore the Service. The mean is taken over one calendar month.

Metro or **Metropolitan** means a customer site location within 30km radial distance from a ACURUS exchange in the capital cities of Brisbane, Sydney, Canberra, Melbourne, Adelaide, and Perth.

Other Supplier means a Carrier (as defined in the Telecommunications Act 1997), Carriage Service Provider or an equipment supplier, other than ACURUS.

An Outage occurs where a Circuit is unavailable.

Physical Connectivity means the Layer 1 and 2 connections between the customer and ACURUS local Customer gateway router.

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

Ready for Service Date means the date that ACURUS expects to commence supply of the Services to the Customer, which may or may not be the same as the Customer's Requested Delivery Date.

Recurring Charges means a monthly recurring charge set out in the Application for Service.

Regional means a customer site location within Australia that is not Metro.

Requested Delivery Date means the Customer's preferred date for installation of new Services specified in the Application for Service or the Customer's preferred date from when it wishes for a Variation of the Services to be operational.

Service means the relevant telecommunications service identified in the relevant Customer's Application For Service.

Service Coverage Hours means our hours of operation for service response and restoration for a particular service as detailed in clause 1.

Service Delivery Point means the port, fibre termination panel or electrical interface at the Access Site as determined necessary by ACURUS for interconnection to the ACURUS network.

Service Start Date means the earlier of:

- (a) the date on which ACURUS first notifies the Customer that the Services are ready for use; and
- (b) the date on which the customer first uses the Service.

SHDSL Service means a service supplied to the customer utilising copper infrastructure and a SHDSL owned and/or supplied by ACURUS or another carrier contracted by ACURUS for supply.

Unavailable means there is a loss of signal in respect of a Circuit rendering the Services completely Unavailable for use by the Customer or degraded to such an extent as to be unusable by the Customer.

Unconditional Ready for Service Date means a Ready for Service Date which will entitle the Customer to any applicable



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Service Level rebates if ACURUS fails to meet such date.

Variation means a change, addition, increase or reduction in respect of the Services including a relocation or increase in bandwidth, and Vary has a corresponding meaning.



Part D (iv) ACURUS CO-LOCATE SERVICE LEVELS

Part D (iv) ACURUS CO-LOCATE SERVICE LEVELS

The ACURUS Co-Locate Service Levels covers our provision of co-location services to you. For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

1. Installation Targets

The details below are the service installation lead times and are calculated from the date of written acceptance by us of your Application for Service. Your entitlement to claim rebates in the event of an Installation Delay is set out in clause 2.

Access	Time
All Co-Locate Services	
Add new racks/cabinets and cabling for customer:	
Space/power not available in Co-Locate room	To be negotiated
Space/power available in Co-Locate room	10 Business Days
Incremental add/change to existing customer racks/cabinets	
Add cabling for increased capacity and/or power requirements	10 Business Days

2. Installation Rebates

Subject to the rebate exemptions listed in clause 4 below, 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	Recurring Charge Rebate
Up to 5 Business Days delay	25% of 1 Month Recurring
6 to 10 Business Days delay	50% of 1 Month Recurring
11 to 20 Business Days delay	100% of 1 Month Recurring
Greater than 20 Business days delay	150% of 1 Month Recurring

The above service levels only apply to Co-locate services that are on the ACURUS network only. An Installation Delay is measured from the Unconditional Ready For Service Date notified to you by us. The rebates are calculated on the Recurring Charge payable in respect of the affected Circuit only. If we agree to waive the applicable Recurring Charge, then the rebate will be calculated based on an amount equal to our current published Recurring Charge applicable as at the Service Start Date.

3. Maintenance

Except in cases of emergency, ACURUS will use its best endeavors to provide the customer with reasonable notice of any planned maintenance requirements and to schedule such maintenance in consultation with the Customer.

4. Rebate Exemptions

You will not be entitled to claim any rebates:

- (a) if failure to achieve the relevant Service Levels is caused directly or indirectly by, or arises from or in connection with:
 - (i) a Force Majeure Event;
 - (ii) a Planned Outage;
 - (iii) the act or omission of you or your personnel; or
 - (iv) the exercise of our right to suspend the Services in accordance with our Standard Form of Agreement, or, if the Customer has entered into a master supply agreement for the supply of Services, in accordance with the term of that master supply agreement;
- (b) if we have not confirmed in writing to the Customer an Unconditional Ready for Service Date;
- (c) if we fail to meet a Conditional Ready for Service Date; or
- (d) in the event of an Installation Delay occurring in respect of any component of the Services comprising Extended Access tails or network or facility supplied by an Other Supplier (including co-location space) and used to extend the reach of our network to complete supply of the Services.

Any rebate potentially available to you is not redeemable for cash or cumulative, such that any rebate that is not claimed

in whole or part for any one month cannot be accrued or carried forward in any way (either in whole or part) for any following or subsequent month(s).

5. Definitions

In these Service Levels, unless the context otherwise requires:

Business Day means any day other than a Saturday, Sunday or public holiday in the state where the Services are provided.

Conditional Ready for Service Date means a Ready for Service Date, which will not entitle you to any Service Level rebates if we fail to meet such date.

Extended Access means any dedicated network or facility supplied by an Other Supplier used to extend the reach of our Circuit.

Force Majeure Event means:

- (a) any act of God or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war, whether declared or not, or cable cut;
- (b) any strike, lockout, work stoppage, or other industrial action;
- (c) any failure or delay, or other act or omission of the Customer or any third party (including third party Carriers and Carriage Service Providers), including cable cuts and failures to provide goods or Services or access to premises;
- (d) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;
- (e) emergency maintenance requirements; or
- (f) any other event beyond the reasonable control of ACURUS.

Installation Delay means that period of time (measured in Business Days) commencing on and from the Unconditional Ready for Service Date until the Service Start Date.

Other Supplier means a Carrier (as defined in the *Telecommunications Act 1997*), Carriage Service Provider or an equipment supplier, other than us.

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

Ready for Service Date means the date that we expect to commence supply of the Services to the Customer, which may or may not be the same as your Requested Delivery Date.

Recurring Charges means a monthly recurring charge set out in the Application for Service.

Requested Delivery Date means your preferred date for installation of new Services specified in the Application for Service or the your preferred date from when it wishes for a Variation of the Services to be operational.

Service means the relevant telecommunications service identified in your relevant Application For Service.

Service Start Date means the earlier of:

- (a) the date on which we first notifies you that Services are ready for use; and
- (b) the date on which you first use the Service.

Standard Form of Agreement means our standard form of agreement formulated for the purposes of section 479 of the *Telecommunications Act 1997*, comprising in their order of precedence:

- (a) the Service Description;
- (b) the General Terms and Conditions;
- (c) the Application for Service; and
- (d) the Service Levels.

Unconditional Ready for Service Date means a Ready for Service Date which will entitle you to any applicable Service



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Level rebates if we fail to meet such date.

Variation means a change, addition, increase or reduction in respect of the Services including a relocation or increase in bandwidth, and Vary has a corresponding meaning.