

Telair Internet Service Schedule

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

1. Service Description

1.1 General

Telair's Internet Service provides You with connectivity to the Internet. The Service is available at set bandwidth options ranging from 10Mbps to 10Gbps.

1.2 Features

The service includes:

- (a) A layer 3 Service at the Bandwidth specified in the Service Order; and
- (b) A router or modem (optional)

1.3 IP Addresses

- (a) You may elect to use a Telair supplied internet protocol (IP) addresses which will be of type IPv4, unless otherwise stated.
- (b) Your right to use Telair supplied IP addresses ceases on termination of the Agreement, cancellation of the Service or where Telair ceases to provide the Service to You.
- (c) Telair reserves the right to change any Telair supplied IP addresses allocated to You on at least 7 days' notice or immediately if an urgent change is required in order to maintain Network availability or to correct a Fault.

2. Provision of Services

2.1 Infrastructure and Capacity check

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

2.2 Feasibility Study

Some locations require a Feasibility Study to accurately determine Charges. Where You request a Feasibility Study or Telair requires one to be done:

- (a) You must pay the applicable Feasibility Study Charge. If You do not agree to the Feasibility Study Charge, You will not be able to progress the Service Order.
- (b) In some cases, Telair may refund the Feasibility Study Charge to You where You order the Service within the validity period of the study. If this condition applies, it will be stated in the applicable Service Order.
- (c) If the result of the Feasibility Study is that additional infrastructure is required for Telair to provision the Service, Telair will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Service Order will terminate. Note, in this scenario, the Feasibility Study Charge is not refundable to the Customer by Telair.

2.3 Third Party Fees and Charges

For Services Telair orders through any Third Party Network there may be an upfront

build charge or cost which You will be required to pay (Build Charge). This Build Charge may be adjusted higher if the Third Party Network Supplier determines that the actual cost they will incur is higher. In this event, You will have 5 Business Days to accept the new Charges or the Service Order will be terminated by Telair. You agree that if You proceed, Telair will pass on the additional Build Charge to You.

2.4 Order Withdrawal Fees

If the Service is cancelled or withdrawn by You prior to the completion of provisioning, Telair will pass on associated costs and fees to You and may also charge an administration fee to cover internal costs.

2.5 Provisioning

- (a) Telair will provision the Service to the Site by terminating the Service with Telair demarcation Equipment. Telair will provision the Service by the RFS Date in accordance with Good Industry Practice.
- (b) Where a Third Party Network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.
- (c) You acknowledge a battery backup unit is not always provided and cannot be requested from Telair by You.

2.6 Site access

- (a) Telair will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Telair supplies the Service.
- (b) Telair's obligation under clause 2.6(a) does not extend to:
 - (i) entering into licence agreements with property owners, managers, or occupiers;
 - (ii) paying licence fees for the installation of its infrastructure;
 - (iii) litigating to enforce its rights as a telecommunications carrier under relevant legislation (**Carrier Rights**); or
 - (iv) referring objections to the exercise of its Carrier Rights to any Regulator.

2.7 Network Access Points

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

2.8 Handover of Services

Telair will test the Service and give You written notice that the Service is now available to You.

2.9 Acceptance Testing

Upon receipt of a notice from Telair under clause 2.6, You will have 5 days to test the Service. The Service will be accepted on the earlier of:

- (a) You notifying Telair that the Service is accepted;
- (b) expiry of the 5-day testing period without notifying Telair of any failure of the Service;
or
- (c) You commence using the Service for a purpose other than acceptance testing.

If You notify Telair of a failure of the Service to operate within agreed parameters, Telair will rectify the fault and re-test the Service and repeat the steps in clauses 2.8 and this clause 2.9.

3. Your obligations

3.1 Address information

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

3.2 Responsibility for Interconnection

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

3.3 Rack Space

You must supply at least 2 rack units of space in a cabinet at the Network Access Point to accommodate Telair Equipment, unless otherwise agreed with Telair.

3.4 Power

- (a) The supply of power to equipment installed at the demarcation point is Your responsibility and must meet any relevant local laws, regulations and standards.
- (b) You must not use extension cords in relation to equipment installed at the Network Access Point. Telair does not recommend that any other items with a high-power draw be connected to the same power board as telecommunications equipment.
- (c) Telair recommends the use of a power conditioner or Uninterruptible Power Supply (UPS).
- (d) Telair will not be liable for any disruption to the Service caused or materially contributed to by the failure of or type of power supply.
- (e) Transients on or changes in supply of the mains voltage must not exceed:
 - (i) Transients $\pm 7\%$ of the nominal 230 volts AC (phase to neutral);
 - (ii) Changes in supply $\pm 50\%$ of the nominal 230 volts AC (phase to neutral);
 - (iii) a duration of 10 milli-seconds; or
 - (iv) one occurrence in a 10 second window.

3.5 Heating/cooling

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

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

3.6 Fair Use Policy

- (a) You acknowledge that Services provided using NBN as a Third Party Network are

subject to the relevant NBN Fair Use Policy (Fair Use Policy) which is accessible by this link: <https://www.nbnco.com.au/rsp/supply-agreements/wba>

- (b) You acknowledge that NBN may take action, or request that Customers take action, against Services that are in breach of the Fair Use Policy.
- (c) You will undertake any action required by Telair and/or NBN to adhere to this Fair Use Policy.

4. Access

4.1 Access

The Service will be provided to You using one of the following access types, as set out in the Service Order:

- (a) Telair's On-Net Network, including:
 - (i) Telair Fibre; or
 - (ii) Telair Access Port.
 - (iii) Telair SD-WAN
- (b) A Third Party Network, including:
 - (i) NBN TC4;
 - (ii) Opticomm TC4;
 - (iii) Vision Networks TC4;
 - (iv) VostroNet TC4;
 - (v) Gigafy TC4;
 - (vi) ACG TC4;
 - (vii) ACG Fibre Ethernet;
 - (viii) NBN Enterprise Ethernet;
 - (ix) Telstra Ethernet Access (EA);
 - (x) Telstra Managed Lease Line (MLL);
 - (xi) Telstra Wholesale Business Internet (WBI);
 - (xii) Vocus Metro Ethernet;
 - (xiii) Vocus Internet Express;
 - (xiv) AAPT Fast Fibre;
 - (xv) FIBRECONX; or
 - (xvi) Any other network organised by Telair to supply Your Service.

Services provided using NBN TC4 or equivalent access types will be best-efforts bandwidth only.

4.2 NBN Enterprise Ethernet

If the Service is accessed using NBN Enterprise Ethernet, then that Service is available at 3 Class of Service levels:

- (a) CoS-High: CIR data only;
- (b) CoS-Medium: 1:3 CIR:EIR data; or
- (c) CoS-Low: EIR data only.

The level of service will be set out in the applicable Service Order.

4.3 Telstra Fibre

If the Service is accessed using Telstra EA or WBI, then that Service is available at 2 Class of Service levels:

- (a) Standard: EIR data only; or
- (b) Premium: CIR data only.

The level of service will be set out in the applicable Service Order.

4.4 Traffic Shaping

For NBN Enterprise Ethernet, Telstra EA and Telstra MLL Services supplied without any Telair modem or router, You will need to ensure the traffic leaving the End User router (Egress) and entering the carrier's NTD is shaped accordingly. The traffic shaping is required to comply with this specification: The Layer 2 Information Rate is as per ordered bandwidth, plus the Committed Burst Size (CBS) for each CIR specification is set at 10ms. The Excess Burst Size (EBS) for each EIR specification is set at 10ms.

5. Maintenance

5.1 Planned Outage Periods

Telair will, wherever reasonably practical in the circumstances, give You at least 5 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

5.2 Minimise Disruption

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

6. Faults and Fault Tickets

6.1 Reporting Faults

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

6.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
	Critical	High	Medium	Low
Impact	Entire business affected	Widespread business impact	VIP or small user impact	Single user
Critical Critical site or business service offline Complete interruption of Services at multiple sites	P1	P2	P2	P3

High Significantly reduced performance of critical sites or business services Single site offline	P2	P2	P3	P3
Medium Single site degraded Secondary service degraded or offline Permanent solution or workaround is available to restore the functionality of the Service	P2	P3	P3	P4
Low No Impact	P3	P3	P4	P4

6.3 Fault Tickets

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

6.4 Closure of Fault Tickets

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

6.5 Faults reported in error

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

6.6 Fault restoration

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

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

For services using NBN TC4 or equivalent as an access, best-efforts will apply. For all other services using a Third Party Network, Telair will apply the NBN Service Levels as detailed in the NBN Enterprise Ethernet Service Level Schedule accessible by this link:

<https://www.nbnco.com.au/content/dam/nbn/documents/sell/wba/2023/wba5/ee/sfaa-wba-nbn-enterprise-ethernet-service-levels-schedule-20231201.pdf>

6.7 Information updates

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

7. Service credits

7.1 Service credits

Subject to the Service credit conditions listed in clause 7.2 and in the event of Telair failing to meet the Service Availability Target, the following Service credits will apply.

Service Type	Service Availability Target (Subject to change by Third Party Network suppliers)	Service Credit
Telair Fibre Telair Access Port Telair SD-WAN	99.95%	For each 0.5% below the Service Availability Target, 5% of the monthly recurring Charge for the Affected Service
Third Party Network – nbn Enterprise Ethernet Telstra EA Telstra WBI	99.95%	Telair will pass through to You any service credits provided by the Third Party Network supplier for the Affected Service (Please note the Service Availability Target of the Third Party Network supplier is determined by that supplier and is subject to change)
Other Third Party Networks	99.5%	

7.2 Service credit conditions

The following conditions apply to Service credits:

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

8. Changes

8.1 Relocations

- (a) In the event You require a relocation of a Service to a new Site, You must make a written request to Telair in a manner nominated by Telair. You acknowledge that not all Services can be relocated.

- (b) Telair will respond to Your request and advise, in its absolute discretion, You whether the Service can be relocated.
- (c) Where the Service can be relocated, a once-off fee may apply as well as a change to the Charges.

8.2 Upgrades

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

8.3 Service Order

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

8.4 Variations

Without limiting Telair's rights under any other clause of the Agreement, Telair may:

- (a) vary this Service Schedule (excluding the Charges) at any time by giving You 20 Business Days' Notice but only if such amendments do not materially reduce Your rights or increase Your obligations; or
- (b) vary this Service Schedule or a Service Order immediately without notice (excluding the Charges) if required by a law or a Regulator; or a Third Party's supply terms or agreement with Telair is varied, terminated or replaced or due to a pass through of amendments made by a Third Party supplier and as a result of the variation, termination or replacement, Telair considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

9. Defined terms

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

Agreement means the agreement entered into by Telair and You (incorporating a Master Services Agreement, this Service Schedule and the Service Orders) in relation to the supply of Services by Telair to You.

Agreed Coverage Period means 24 hours a day, 7 days a week, 52 weeks a year when a Premium Support Agreement is in place for the specific Service; otherwise, standard Business Hours apply in all cases.

Business Hours means between the hours of 7AM to 7PM AEST, Monday to Friday and 8AM to 4PM Saturday, excluding Public Holidays.

Class of Service (CoS) means the information rate which the NBN Co Network and/or the Telstra Network is committed to transfer for a particular link under normal conditions, as described in the Product Technical Specifications for the Service (applicable to Services accessed by NBN Enterprise Ethernet, Telstra EA and Telstra WBI).

Committed Information Rate (CIR) means the information rate which the NBN Co Network and/or Telstra Network is committed to transfer for a particular link under normal conditions, as described in the Product Technical Specifications for the Service (applicable to Services accessed by NBN Enterprise Ethernet, Telstra EA and Telstra WBI).

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

Customer Network means any network used by You, which may interact with the Service and is not provided by Telair as part of the Service.

Excess Information Rate (EIR) means the additional information rate, above the CIR, which the NBN Co Network and/or Telstra Network is providing on a best-efforts basis, as described in the Product Technical Specifications for the Service (applicable to Services accessed by NBN Enterprise Ethernet, Telstra EA and Telstra WBI).

Excluded Areas means any area that cannot reasonably be accessed by road, where alternative transport is required.

Excluded Services refers to any Customer Network or Services which are qualified in a Service Order as being excluded.

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

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Telair suspending the Service in accordance with the Agreement;
- (e) a Fault that arises and is resolved within a Planned Outage Period;
- (f) You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Service Order; or
- (g) a Force Majeure Event.

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

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

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and

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

Fault Ticket has the meaning given in clause 6.3.

Feasibility Study refers to a service qualification or Site survey performed by Telair or a Telair supplier.

Feasibility Study Charge means the Charge for the Feasibility Study as set out in the Service order or communicated to You in writing.

Fibre means the optical fibre cable used to provide a Service.

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

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

IPv4 means the fourth version of the IP.

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

Network Access Point has the meaning given by clause 2.7.

Network Specifications means the technical specifications for the Network attached as Schedule 1.

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

or in connection with:

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

Remedy Period means the period that:

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

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

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

Service Availability Target has the meaning given in clause 7.1.

Service Qualification (SQ) means a system by which Telair and the carrier determine whether a particular address is serviceable at the desired speed.

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

Telair Port is a port hand off in a Facility where Telair has a network presence.

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

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