

COMMANDER PIPN SERVICE SCHEDULE

1. About this document

This Service Schedule forms part of your Customer Contract. In the event of any inconsistency between this Service Schedule and another clause of your Customer Contract, this Service Schedule prevails to the extent of any inconsistency, but not otherwise.

2. Dictionary and Glossary of Terms

(a) In this Service Schedule:

The expression:	means:
24x7x4	hours of coverage corresponding to 24 hours per day, 7 days per week, with on-site response within 4 hours
8x5x4	hours of coverage corresponding to the hours of 9am to 5pm weekdays, excluding non-Business Days, with on- site response within 4 hours
8x5xNBD	hours of coverage corresponding to the hours of 9am to 5pm weekdays, excluding non- Business Days, with onsite response by the end of the next Business Day
Access Tail	The Access Tail provides the connection from the VPN Core to your premises.
Capital City	Adelaide, Brisbane, Hobart, Melbourne, Perth or Sydney
Commander Data Portal	Online system for customer to access VPN performance and fault details – subject to availability and SLA.
Contract	as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth)
EFM	an Ethernet in the ‘First Mile’ data transmission service. EFM bonds multiple Enhanced SHDSL transmission circuits together for the transmission of Ethernet frames between a Site and Commander’s Network
GPO	the General Post Office in a Capital City ‘Central Business District’
Managed Firewall	Firewall service provided by Commander including an ongoing management service.
MDF	Main Distribution Frame.
Metro	a location within 50km of a Capital City GPO

The expression:	means:
MPLS	Multi-Protocol Label Switching. MPLS is a network technology which provides transmission of data over a virtual private network.
MRS	a 'Managed Router Service'. MRS is optional and includes a maintained and managed Commander router, on-going configuration changes and on-site hardware replacement in the event of hardware failure
Once-Off Charge	the set-up or installation charge for a Site or PIPN Service or the sale price of Equipment (as the context may require)
PIPN Service	the Service supplied pursuant to this Service Schedule, which is a data service at an individual Site which operates over a private Internet Protocol (IP) Network including Access Tail, core MPLS Network and any Managed Router Service or other service sold in conjunction with the PIPN Service
QoS	Quality of Service. The QoS status of a PIPN Service indicates whether the Service is QoS enabled. If QoS is available and applicable, it includes connection to the MPLS Network and traffic classification and prioritisation at the network edge via the access router
Regional	a location within 50km of the town centre of a town with a population of 25,000 or more
Relocation Request	as in clause 8(a)8(a) of this Service Schedule
Shaped or Shaping	The process of limiting upload/download speeds of a Service for the remaining billing cycle (as opposed to imposing fees for data use outside plan inclusions) once an included data allowance is exceeded.
Scheduled Outage	a period of time within which all or any part of the Commander Network (and the use of the PIPN Service) may be interrupted for the purpose of carrying out operational maintenance or upgrades to, or in connection with, a relevant Network or a PIPN Service.
Rate Limit	See <i>Shaped</i> .
SSL Remote Access Service	Remote access technology used as an Access Tail to a VPN employing an SSL-secured path over the Internet.
xDSL	a transmission circuit delivered to the Customer Site via a Digital Subscriber Line (DSL) technology, including but not limited to ADSL, ADSL2+, SHDSL and EFM.
<p><i>Capitalised terms which appear in this Service Schedule and are not defined in this clause 2 may be defined in the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.</i></p>	

- (b) In respect of the type of port available or provided in connection with a PIPN Service, the following port types have the following meanings:

The Port	Means the Port Type:
I	Internet. The port provides Internet access only
P	PIPN (Private IP Network). The port provides access to the layer 3 Private IP/MPLS Network
V	VPLS (Virtual Private LAN Service). The port provides access to the layer 2 Virtual Private LAN Service network
O	Other. The port type is not an Internet, PIPN or VPLS port or is not specified or is not applicable

- (c) In the context of the Service Level Agreement:

Service Level	means:
Standard	fault investigation initiates upon a customer reporting a fault to Commander. No pro-active response or customer notifications or access to the Commander Data Portal
PA-BH-E	a pro-active response to managed network alarms captured via the Commander Data Portal between 7:00 AM and 11PM AEST during Business Days. Service Level includes email notifications and access to the Commander Data Portal
PA-BH-ES	a pro-active response to managed network alarms captured via the Commander Data Portal between 7:00AM to 11PM AEST during Business Days. Service Level includes email & SMS notifications and access to the Commander Data Portal.
PA-24x7-ES	a pro-active response to managed network alarms captured via the Commander Data Portal 24 hours x 7 days. Includes email & SMS notifications and access to the Commander Data Portal.

3. Services

- (a) You acknowledge and agree that your application for a PIPN Service sets out:
- (i) the Site to which an individual PIPN Service will be supplied;
 - (ii) additional particulars and details relating to that individual PIPN Service, including access speeds, service levels, service options and the Equipment, if any, to be supplied; and
 - (iii) some of the initial Charges which apply.

4. Service Qualification

- (a) Any service request will be subject to a service qualification process before we commence providing the Service.
- (b) If you provide Commander with particulars or details relating to a Site (for example, Site address, service numbers), you warrant to us that the particulars and details are true and correct. This warranty is repeated by you each time you provide or update particulars or details relating to a Site. It is a breach of your Contract if that warranty is incorrect, false or misleading.

5. Site Survey

A PIPN Service may require a Site survey which may identify additional installation Charges. Any such costs will be quoted to you for acceptance before we proceed and are in addition to the other applicable Charges.

6. Pre-Provisioning Cancellation

- (a) Subject to **clause 6(b)**, if you cancel your application for a PIPN Service prior to provisioning, you must indemnify us from and against any loss and damage we suffer as a result of Site surveys, installation work and our other work performed and costs incurred in reliance upon your application.
- (b) To avoid doubt, **clause 6(a)** does not apply if you cancel your application during any 'cooling off' period to which you are entitled, including pursuant to Part 3-2 of the Australian Consumer Law (Unsolicited Consumer Agreements).

7. Lead Times

- (a) An individual PIPN Service has a target lead time of forty (40) Business Days, unless we specify a longer lead time. Individual components of a PIPN Service and the supply of Equipment may have longer or shorter lead times, as will be notified to you by us.
- (b) In respect of any lead time quoted to you, you acknowledge that:
 - (i) the lead time is a target only, however, we will exercise reasonable endeavours to achieve that lead time;
 - (ii) all lead times are measured from the date all required information is provided to us, not from the date of your application; and
 - (iii) it is your responsibility to ensure that we have all the information we reasonably require to successfully provision a PIPN Service. We will not be liable for any delay in provisioning or inability to provision a PIPN Service to the extent that the delay or inability is caused by your failure to provide us with the information we require or if information provided is incomplete or incorrect.

8. Relocation

- (a) You may request that we relocate an individual PIPN from one Site to another Site or to a new Site (“**Relocation Request**”).
- (b) We may, but are not obligated to, agree to a Relocation Request. If we do not agree, we will provide you with reasons for our refusal. If we agree to a Relocation Request, then you agree that:
 - (i) a relocation can only be provided if a materially equivalent PIPN Service is available at the proposed new Site (as determined by us);
 - (ii) you must pay us the Charges notified to you by us in respect of the relocation; and
 - (iii) subject to **clause 8(c)**, the minimum term of the relevant individual PIPN Service will be affected as follows:
 - (A) if the individual PIPN Service is subject to a minimum term which has not expired at the date that the relocation is effected and the unexpired portion of the minimum term exceeds twelve (12) months – the existing minimum term continues after the Individual PIPN Services relocated; or
 - (B) if the individual PIPN Service is subject to a minimum term which has not expired at the date that the relocation is effected and the unexpired portion of the minimum term does not exceed twelve (12) months – the minimum term of the Individual PIPN Service is automatically extended such that it expires twelve (12) months from the date that the relocation is effected; or
 - (C) if the minimum term in respect of the Individual PIPN Service has expired on or before the date that the relocation is effected – a new minimum term of twelve (12) months (or such other minimum term as agreed by the parties) will apply in respect of the Individual PIPN Service with effect from the date that the relocation is effected.
- (c) *TCP Customers*: If you are a TCP Customer, **clauses 8(b)(iii)(B) and 8(b)(iii)(C)** do not apply unless we obtain your express consent. However, you acknowledge and agree that we may make our agreement to a Relocation Request conditional upon you providing your express consent.

9. Cabling and Infrastructure

You agree that the provision of cable infrastructure from the property boundary to the MDF (or equivalent) and from the MDF (or equivalent) to the point where we deliver a PIPN Service does not form part of the Service. Unless we otherwise agree with you in writing, you are responsible for arranging, at your own cost, any cable infrastructure required in connection with a PIPN Service.

10. Installation

- (a) If 'On-site MRS Installation' is marked as "Y" (Yes) in your application, then MRS applies. If it is marked as "N" (No) or left blank, additional Charges apply for MRS to be supplied to you.
- (b) The installation Charges set out in your application (or as otherwise notified to you by us from time to time) do not include travel and accommodation Charges which may apply for locations that are not located within a Capital City.
- (c) Any SSL Remote Access Service excludes the supply of Equipment, Licensing, software or installation of Internet service or connectivity at the customer end.

11. Active Phone Line

- (a) You acknowledge and understand that:
 - (i) that an active phone line at a Site is required in order for us to provision and supply, and for you to acquire and use, a PIPN Service at that Site;
 - (ii) the provisioning and supply of an active phone line is a technical prerequisite to the supply of a PIPN Service; and
 - (iii) the PIPN Service does not include active phone line and you are responsible for arranging the connection and ongoing supply of the active phone line, which will be at your sole cost.

12. Service Availability

Availability of a PIPN Service is not assured until provisioning of the Service is successfully completed and the PIPN Service is operational.

13. Minimum Term

- (a) Each individual PIPN Service is subject to a minimum term. The applicable minimum term will be specified on your application or set out elsewhere in your Contract, and may only be amended by mutual agreement or in accordance with this Contract (for example, in accordance with **clause 8** of this Service Schedule).
- (b) Unless otherwise agreed in writing, the minimum term for the PIPN Service commences once all components of that Service have been installed or delivered.

14. Equipment

- (a) All Equipment supplied to you in connection with a PIPN Service is, and at all times remains, our Equipment, except for any Equipment Sold which becomes your Equipment once all Once-Off Charges in respect of that Equipment are paid in full.

- (b) **Clauses 26 to 33 (inclusive)** of **Part C** of Commander's Standard Form of Agreement set out your rights and obligations in respect of the Equipment, including in relation to the installation, storage, use and return of Equipment.

15. QoS - Quality of Service

If QoS is designated as "Y" (Yes) in the Application in respect of an individual PIPN Service at a Site, then QoS applies. If it is marked as "N" (No) or left blank, additional Charges apply for QoS to be supplied to you.

16. Data

- (a) You acknowledge and agree that:
- (i) the amount of data allowance in a given Plan is measured in gigabytes (**GB**);
 - (ii) Plans may include a fixed amount of data (in GB) or may be unlimited;
 - (iii) any Plan with a fixed amount of data may be subject to either excess usage fees for data use outside Plan inclusions (**Excess Use**) or Shaping;
 - (iv) Excess Use is charged in megabytes (MB);
 - (v) Shaping will occur to the rate indicated in the relevant Plan;
 - (vi) Data uploaded to the Internet is not charged unless otherwise specified by us; and
 - (vii) Dial-up access incurs hourly usage charges unless the unlimited dial-up option is requested.
- (b) Sufficient details of your data Plan, including included data, whether excess usage fees apply and the like will initially be notified to you prior to you agreeing to acquire the PIPN Service from us.

17. Site Travel

If travel is required to a Site that is not in a Metro or Regional location, MRS on-site response incurs an additional Charge for travel time to and from Site beyond the first hour of travel. The Charge will be specified in the 'Schedule of Fees and Charges' available on our website, or as otherwise notified to you from time to time.

18. Security

- (a) You acknowledge and agree that you are responsible for the security of your Private IP network including preventing unauthorised access.
- (b) You understand that we are not responsible for maintaining the security of your network.
- (c) You warrant to us that that you will, at your cost:

- (i) regularly change passwords and other authorisations used to access your Private IP network;
 - (ii) monitor access to your Private IP network to detect unauthorised access to your Private IP network;
 - (iii) have developed, implemented and invoke effective procedures to detect, restrict and respond to instances of unauthorised access to your Private IP network; and
 - (iv) generally ensure that your Private IP network is secure.
- (d) To avoid doubt, **clause 70 of Part C** of Commander's Standard Form of Agreement (Billing for unauthorised use of your account) applies.

19. Authorised Representatives

- (a) You acknowledge and agree that you must ensure that, at all times, Commander has up to date details of persons nominated by you to act on your behalf in connection with the PIPN Service.
- (b) You acknowledge that a person who is represented to us as your 'authorised representative' (or words to that effect) is entitled to act on your behalf without any limitations or restrictions (except those which you have notified us of in writing). You must notify us promptly if you want to remove, limit or restrict the rights of your authorised representative.
- (c) In the event that we become aware that there may be a dispute as to the appointment or status of an authorised representative, we may, until it we are satisfied that the dispute has been resolved, refuse to so act.

20. Scheduled Outages

- (a) You expressly acknowledge and agree that Scheduled Outages are a necessary and unavoidable consequence of providing a PIPN Service and you accept that Scheduled Outages may occur as and when we believe necessary for operational and maintenance reasons.
- (b) Where we believe that a Scheduled Outage may significantly and adversely affect your PIPN Service, we will endeavour to provide you with at least five (5) Business Days' notice in advance of the Scheduled Outage. However, you acknowledge and agree that we may not be able to provide such period, or any prior period, of notice.
- (c) We will endeavour to, where practicable, restrict a Scheduled Outage to occur between the hours of 1:00am and 6:00am AEST. You acknowledge and agree that Scheduled Outages are routinely scheduled to occur between the hours of 1:00am and 6:00am on Sundays and no prior notice will be given to you in respect of any Scheduled Outage that will occur during that time.
- (d) To avoid doubt, **subclauses (a) and (i) to (n) (inclusive) of clause 82 of Part C** of Commander's Standard Form of Agreement (Suspension of Service) applies.

21. Service Level Agreement

- (a) An SLA may apply to the PIPN Service supplied to you. You acknowledge and agree that:
 - (i) an SLA does not automatically apply to all PIPN Services;
 - (ii) an SLA will only apply if specified on your application (or as otherwise may be agreed by the parties from time to time);
 - (iii) the identity of the applicable SLA (if any) will be specified on your application (or as otherwise notified to you from time to time); and
 - (iv) the details of the applicable SLA (including the events that give rise to a failure to achieve the applicable SLA and the remedy for that failure) will be specified in the SLA document which corresponds to the applicable SLA specified on your application (or as otherwise notified to you from time to time).
- (b) Nothing in the SLA or this **clause 21** is intended to, or does, derogate from any rights or remedies available to you under the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)). The SLA applies in addition to, and not instead of, the rights or remedies available to you under the ACL, and we will not deny you those rights, nor impose any Charge on you for exercising those rights.

22. Your Welcome Pack

- (a) Please refer to your PIPN Service 'Welcome Pack' for all your account management contacts and support numbers.
- (b) In the event of any inconsistency between this Service Schedule and your PIPN 'Welcome Pack', this Service Schedule prevails.

The remainder of this document is intentionally left blank.