

**DIGITAL DIRECT SERVICE SCHEDULE**

(version February 2006)

This document:

- Is a Service Schedule to a standard form of agreement ("SFOA") under section 479 Telecommunications Act 1997;
- Applies to contracts with Customers made on and after 28 February 2006;
- Does not apply if and to the extent otherwise agreed between Primus and a Customer.

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1. AGREEMENT FOR SUPPLY OF DIGITAL DIRECT SERVICES

Primus will supply Digital Direct Services to the Customer in accordance with the Customer's Application and on the terms of this Service Contract, which comprises this Service Schedule and the Core Terms (and where applicable the Internet Service Schedule).

2. INTERPRETING THIS SERVICE SCHEDULE

2.1 The following definitions and those in the Core Terms apply in this Service Schedule.

2.2 "Broadband" or "Digital Direct Broadband" means Internet Services utilising Internet Access over the Primus Network by means of DSL (or alternative technology chosen by Primus).

2.3 "CSG Standard" means the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) as applicable from time to time.

2.4 "Corporate Customer" means a Customer who meets Primus criteria for acceptance as a Corporate Customer and to whom Primus supplies Services which Primus designates as being for its Corporate Customers.

2.5 "Customer Service Guarantee" means the duties imposed on Primus under the CSG Standard.

2.6 "Digital Direct Bundle" means a Digital Direct Service or several Digital Direct Services supplied under a contract with a Minimum Term agreed by Primus as constituting a bundled offer.

2.7 "Digital Direct Service/s" or "Digital Direct" or "Service/s" means, subject to the context, those of the following which are applicable, namely Voice and Digital Direct Broadband and ISDN BRA (and where the context allows, includes other Services of any type which Primus may agree to include in a Digital Direct Bundle).

- 2.8 "Early Termination Payment" means a Charge of \$110.00 in respect of each Service Component affected by or related to the event which gives rise to liability for the payment.
- 2.9 "Features" means those Services or attributes of Services which are identified as Features in this Agreement and any others offered and agreed to by Primus in the future.
- 2.10 "Internet Access" means being able to access the Internet such that data can be transferred to and from the user's computer.
- 2.11 "Internet Services" means Services that provide Internet Access and related Services, including if it is so agreed, access to email.
- 2.12 "Internet Service Schedule" means that Schedule of this Standard Form of Agreement.
- 2.13 "ISDN BRA (Integrated Services Digital Network Basic Rate Access)" means a Service providing two (2) 64kb/s voice or data channels utilising ETSI protocol.
- 2.14 "Ordinary Telephone Service" means telephone service of the usual type, equivalent in function to that known as POTS, with a minimum of 4 lines unless Primus otherwise agrees;
- 2.15 "Service Component" means each component of a Digital Direct Bundle, and where the context permits, each telephone line or other individual component of a Digital Direct Service, including a mobile handset or a Broadband Service.
- 2.16 "Special Tariff" (which may also be referred to by Primus as a Bundle Tariff or by some other name) means the Charges applicable to a Digital Direct Bundle for a Customer who complies with any specified pre-requisites.
- 2.17 "Standard Tariff" means the Charges for each Digital Direct Service for a Customer who is not eligible for a Special Tariff.
- 2.18 "Voice" means a telephone service connected to the Primus Network being an Ordinary Telephone Service that is supplied by Primus as a Digital Direct Service.

### 3. DIGITAL DIRECT AVAILABILITY AND CONDITIONS

- 3.1 Digital Direct is designed for and offered to Corporate Customers only (and not, unless Primus otherwise agrees, its Residential Customers).
- 3.2 Primus does not supply or offer to supply Digital Direct in all areas or in all locations within an area. Without limiting the previous sentence, Primus does not supply or offer to supply Digital Direct at any location which is outside a geographic area in which Primus offers supply nor at any location within such area at which Primus judges that it may be unable, for any technical or other reason, economically to effect and maintain supply.
- 3.3 Availability of Digital Direct depends on the access network and the continuing suitability of the Customer's line.
- 3.4 Customer acknowledges that the IAD (integrated access device) and any other Equipment for Digital Direct that is installed by Primus at a Site is and remains Primus Equipment, except to the extent otherwise specifically agreed.

- 3.5 Customer is responsible for providing and maintaining a suitable power supply for Digital Direct and acknowledges that an interruption to the power supply may cause an interruption to Digital Direct Services.
- 3.6 If a Service is suspended or disconnected because of anything for which the Customer is responsible (for example late payment of account) Primus may, without affecting its right to cancel the Service, charge a reconnection fee.
- 3.7 The Customer acknowledges that some services are not compatible with Digital Direct Services or may not function properly or at all over that telephone line or may only function if additional equipment is installed. Where additional equipment is so required, Customer agrees to install it at its cost.

#### 4. CANCELLATION AND EARLY TERMINATION

- 4.1 If Customer withdraws or cancels an Application in respect of a Service before that Service is activated by Primus, Customer will be liable to pay to Primus a cancellation fee of \$50.00 for each Service Component comprised in that Service. This constitutes agreed compensation for work done and expense incurred by Primus in respect of that Application.
- 4.2 The Customer will become liable to pay to Primus an Early Termination Payment in respect of each Service Component, in either of the following events, namely:
  - 4.2.1 if Service or a Service Component is, at the request of Customer or for any reason as a result of anything for which the Customer is responsible, discontinued or disconnected within the Minimum Term; or
  - 4.2.2 if within a Minimum Term, the Customer ceases to be eligible for a Special Tariff.
- 4.3 Customer acknowledges that the Early Termination Payment is a reasonable pre-estimate of anticipated loss to Primus.

#### 5. RELOCATION

If the Customer requests Primus to relocate a Digital Direct Service to a new Site following relocation by the Customer:

- 5.1 Customer must comply with the reasonable requirements of Primus;
- 5.2 if Primus is able to relocate the Service, Customer will pay \$100.00 administration fee for each Service Component which is to be relocated, plus the cost of any necessary labour and Equipment;
- 5.3 if Primus is not able to relocate the Service, Primus may terminate this Agreement in respect of that Service and if that is during a Minimum Term, Customer will be liable to pay an Early Termination Payment in respect of each affected Service Component.

#### 6. CHARGES, TARIFFS

- 6.1 The Standard Tariff will apply to each of the Digital Direct Services unless Customer is eligible for a Special Tariff (and if a Customer ceases to be eligible for a Special Tariff, the Standard Tariff will apply from the time of cessation).

- 6.2 A Customer will be eligible for a Special Tariff only if each of the following conditions is (and continues to be) satisfied:
- 6.2.1 Customer has made and not withdrawn an Application for a Digital Direct Bundle and that Application has been accepted by Primus;
  - 6.2.2 Primus continues to provide to the Customer a Digital Direct Bundle;
  - 6.2.3 Customer maintains preselection of Primus as the preferred carriage service provider for all Ordinary Telephone Service calls and does not use override codes to direct calls to another provider;
  - 6.2.4 the place or places at which the Customer wishes to receive the Digital Direct Services are places to which Primus is able and willing to provide them;
  - 6.2.5 Customer complies with the terms of this Agreement;
  - 6.2.6 Customer satisfies any other conditions applicable in respect of a Digital Direct Bundle or a Special Tariff.

7. MINIMUM TERM

- 7.1 The Customer accepts that it is committed for the period of any applicable Minimum Term. The commencement date of the Minimum Term will be the day on which Primus commences to provide the last Service Component of the Digital Direct Services. After a Minimum Term expires, this Agreement will continue on a month-to-month basis.
- 7.2 If during a Minimum Term, Customer for any reason changes any Service Component of Digital Direct Services (by way of addition, deletion or substitution), a new Minimum Term (of a period stated on the Application or failing that, a period of 12 months) will commence from the time of the change.

8. SERVICE LEVELS AND CUSTOMER SERVICE GUARANTEE

- 8.1 The Customer Service Guarantee applies to some Voice services (including "standard telephone services" and "enhanced call handling features" as defined in the CSG Standard) subject to exceptions specified in the CSG Standard. (It does not apply for example to a Customer ("Excepted Customer") to whom Primus supplies more than 5 telephone services of the type and in the circumstances specified in the CSG Standard). The Customer Service Guarantee sets service levels in relation to matters such as the connection and rectification of the specified services, as well as the keeping of appointments in relation to those activities.
- 8.2 Expressions in quotes in this clause are used in the CSG Standard.
- 8.3 Primus offers its customers, as defined in the CSG Standard, (excluding Excepted Customers) the service levels as set out in Customer Service Guarantee in relation to the services and features to which the Customer Service Guarantee applies, subject to the terms of, and any exception or limitation in, the CSG Standard, which include exemptions in specified circumstances related to:
- 8.3.1 credit standing of Customer;
  - 8.3.2 circumstances beyond reasonable control of Primus;

- 8.3.3 unreasonable behaviour of Customer.
- 8.4 Under the CSG Standard, the “guaranteed maximum connection periods” for those Voice Services to which it applies are:
  - 8.4.1 where the Site has an “in-place connection”, 2 “working days” after the Customer request is received by Primus;
  - 8.4.2 where the Site is “in close proximity to available infrastructure”, not later than 5 “working days” after the Customer request is received by Primus;
  - 8.4.3 where the Site is “not readily accessible to infrastructure”, not later than 1 month after the Customer request is received by Primus.
- 8.5 Voice Services are in most cases provided by Primus using Unconditioned Local Loop Service (“ULLS”) which is made available to Primus by Telstra. If ULLS has not already been made available to Primus at the time the Customer request is received, the guaranteed maximum connection period will be that of 1 month as specified in the preceding clause.
- 8.6 Under the current CSG Standard, the “guaranteed maximum rectification period” for “faults or service difficulties” for a Site in an “urban center” with a population of 10,000 or more people ends at the end of 1 “working day” after Primus receives a report of the fault or service difficulty.
- 8.7 Where the Customer Service Guarantee is applicable, Primus will arrange and keep appointments with Customers for connecting or rectifying a fault or service difficulty in a manner consistent with the CSG Standard.
- 8.8 The Customer Service Guarantee entitles Customer to compensation if the CSG Standard is not met. Subject to the terms of the CSG Standard, Customer is entitled to specified compensation if Primus does not comply.
- 8.9 In the case of an Excepted Customer, Primus agrees under this Agreement, in respect of those services to which the Customer Service Guarantee would have applied if the Customer were not an Excepted Customer, that it will use reasonable endeavours to deliver equivalent service levels to those in the CSG Standard (except that the guaranteed maximum connection periods under the CSG Standard will not apply, nor will the compensation provisions of the CSG Standard).
- 8.10 Primus working hours on “working days” are from 8:00 am to 5:00 pm. A request or report received by Primus after 5:00 pm will be regarded as having been received at the beginning of the next “working day”.
- 8.11 Primus will use its best endeavours to achieve for Digital Direct Services the following service levels (for the purposes of which pre-arranged maintenance carried out by Primus outside its normal working hours will be disregarded):
  - 8.11.1 the Primus Network on which Digital Direct Services are delivered will be operative at least 99.9% of the time, measured over a rolling 3 month period;
  - 8.11.2 outages of the Voice Service, indicated by the non-availability of dial tone, at any applicable Customer Site, will not exceed 8 hours in any period of 31 consecutive days.
- 8.12 Subject to any obligations imposed on Primus by Customer Service Guarantee, Customer is responsible for providing, maintaining and repairing

cable and other Equipment which is on the Customer side of the MDF (main distribution frame), other than Equipment supplied by Primus under this Agreement.

8.13 If Primus agrees to provide repair services in the following circumstances it may charge for those services at its prevailing Charges for work and materials:

8.13.1 those caused by anything done in breach of this Agreement by the Customer or person for whom the Customer is responsible under this Agreement;

8.13.2 those carried out outside normal working hours at the specific request of the Customer;

8.13.3 those carried out by Primus at the request of Customer in respect of Equipment for which Customer is responsible.

## 9. VOICE

9.1 The Voice telephone service includes installation of the Service, a telephone number, access to agreed Features and call types and a fault repair service in accordance with this Agreement.

9.2 Primus offers Voice either on the basis that each line has a separate number or as a Hunt Group (as defined below) or otherwise as specified.

9.3 Primus will provide such Features at such Charges and on such terms and either individually or as part of a package as is specified in an Application or otherwise agreed or specified by Primus.

9.4 Customer acknowledges that Primus will place a bar on access override codes, which allow Customer to direct calls to other providers. Primus will lift that bar on request. However, use of an access override code may mean Customer ceases to be entitled to a Special Tariff.

9.5 Customer acknowledges that:

9.5.1 it is responsibility of Customer to arrange directory listing in White Pages and elsewhere if required;

9.5.2 some call types, for example calls to 190 numbers and reverse charge calls, will be directly billed to Customer by Telstra.

9.6 Without limit, the Features offered with Voice may include the following (without Primus being obliged to provide all or any of them except in accordance with a specific agreement with Customer):

9.6.1 "3-Way Conference (3WC)" allows a Customer to place a call on hold, make a second call and join the two calls to establish a three way conference call.

9.6.2 "Barring" allows a Customer to prevent the use of a service for making of specified types of outgoing calls.

9.6.3 "Call Control" allows a Customer to turn on or turn off a pre-set Barring option.

9.6.4 "Call Forward Busy (CFB)" is a Feature under which all calls to a telephone service when it is busy are automatically forwarded to a number selected by the Customer.

- 9.6.5 "Call Forward Hunt Group (CFGDA)" is a Feature under which an incoming call is automatically forwarded to a number selected by the Customer if all lines in a Line Hunt group are busy.
  - 9.6.6 "Call Forward No Answer (CFD)" is a Feature under which all calls to a telephone service which are not answered within a predetermined time are automatically forwarded to a number selected by the Customer.
  - 9.6.7 "Call Forward Universal (CFU)" or "Call Forward Immediate" is a Feature under which all calls to a telephone service are automatically forwarded to a number selected by the Customer.
  - 9.6.8 "Call Hold (CHD)" allows a Customer to place a call on hold and to retrieve that call.
  - 9.6.9 "Call Transfer (CXR)" allows Customer to transfer a call, internally or externally.
  - 9.6.10 "Call Waiting (CW)" provides a special tone to indicate to a Customer using a telephone that a second call is being made to the service and enables Customer to answer the second call and change between calls as desired.
  - 9.6.11 "Calling Line Identity (CLI)" transmits to the receiver of a call made from the Customer's service, data identifying the source of the call.
  - 9.6.12 "Calling Number Display (CND)" displays data identifying the source of a call to the Customer.
  - 9.6.13 "Line Hunt (DNH)" is a Feature under which a particular telephone number applies to more than one telephone line (a "Hunt Group") and incoming calls are allocated to those lines in a predetermined manner.
  - 9.6.14 "Local Number Portability (LNP)" enables a Customer to keep his/her existing telephone number on changing to or from the Primus Network.
  - 9.6.15 "Malicious Call Trace (MCT)" allows a Customer to seek the telephone number of a calling party (without limit it is subject to the privacy obligations and other legal constraints to which Primus is subject).
  - 9.6.16 "Reversal On Answer (ROA)" provides a signal that an outgoing call has been answered, to enable the Customer to record the duration of the call at the time of the call.
  - 9.6.17 "Silent Number" enables a Customer to ensure that the name, address and number of his/her service are not disclosed in relevant telephone directories or directory assistance.
  - 9.6.18 Such others as are offered and agreed to by Primus from time to time.
- 9.7 Customer acknowledges that Digital Direct does not support any of the following:
- 9.7.1 ring detection in Customer Equipment where the total Ringer Equivalence Number (REN) on a line is greater than 3;

- 9.7.2 end to end signalling via earth, line conductors, Cailho or phantom circuits;
- 9.7.3 data modems and facsimiles working at data signalling rates greater than 2400 bit/s;
- 9.7.4 data modems and facsimiles not conforming to ITU-T recommendations V.18, V.21, V.27 ter or V.34; or
- 9.7.5 2 or more telephones or equivalent apparatus in the off hook condition at the same time.

10. BROADBAND

- 10.1 The Internet Service Schedule applies to Broadband and other Internet Services which are Digital Direct Services, and in the event of inconsistency, this Service Schedule prevails.
- 10.2 The speed and other characteristics of Broadband, the Charges and any applicable Features are those agreed, in the Application or otherwise, or as specified by Primus.