

PRIMUS PRIVATE IP NETWORK (PIP) SERVICE
PRIMUS TELECOMMUNICATIONS PTY LTD (ABN 69 071 191 396)

(30 September 2012)

1. SCOPE OF DOCUMENT

1.1 This document:

- 1.1.1 is a Service Schedule to Primus' Standard Form of Agreement ("SFOA") made pursuant to section 479 Telecommunications Act 1997;
- 1.1.2 is a Service Schedule within the meaning of **clause 4.1** of the Core Terms and forms part of your Contract;
- 1.1.3 sets out the terms and conditions which apply in respect of the supply of Primus Private IP Network (PIP) Services; and
- 1.1.4 is additional to the terms and conditions set out in the Core Terms, in any other applicable Service Schedule or elsewhere in your Contract.

2. DEFINITIONS & INTERPRETATION

2.1 In respect of the PIPN Service, the following terms have the following meanings:

Term	Meaning
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 weekends and public holidays, with on-site response within 4 hours.
8x5xNBD	Hours of coverage corresponding to the hours of 9am to 5pm weekdays, excluding weekends and public holidays, with onsite response by the end of the next Business Day.
ACL	The meaning given to that term in clause 21.2 of this Service Schedule.
Business Day	A day on which all major banks are generally open for business in the place where the relevant Site is located, excluding Saturdays, Sundays and gazetted or proclaimed public holidays.
Capital City	Adelaide, Brisbane, Hobart, Melbourne, Perth or Sydney.
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 Customer's Site and the Primus network.
GPO	"GPO" is the General Post Office in a Capital City central business district.

Term	Meaning
Insurance Policy	The meaning given to that term in clause 15.3 of this Service Schedule.
MDF	Main Distribution Frame.
Metro	A location defined as "Metro" is located within 50km of a Capital City GPO.
MPLS	Multi-Protocol Label Switching – a network technology which provides transmission of data over a virtual private network.
MRS	A "Managed Router Service" is optional and includes a maintained and managed Primus 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 Primus 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 – indicates whether the service is QoS enabled. Includes connection to the MPLS network and traffic classification and prioritisation at the network edge via the access router.
Regional	A location defined as "Regional" is within 50km of the town centre of a town with a population of 25,000 or more.
Relocation Request	The meaning given to that term in clause 8.1 of this Service Schedule.
Scheduled Outage	A period of time within which all or any part of Primus' network (and your use of a PIPN Service) may be interrupted for the purpose of carrying out operational maintenance or upgrades to, or in connection with, Primus' network or a PIPN Service.
Site	Location at which service is to be delivered.
SLA	The meaning given to that term in clause 21.1 of this Service Schedule.
xDSL	Any transmission circuit delivered to the Customer Site via a Digital Subscriber Line (DSL) technology, including but not limited to ADSL, ADSL2+, SHDSL and EFM.

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

Port Type	Meaning
I	Port Type = Internet. The port provides Internet access only.

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

2.3 In respect of the service levels available in respect of a PIPN Service, the following service levels have the following meanings:

Service Level	Meaning
Standard	Fault investigation upon customer fault report to Primus. No pro-active response or customer notifications or access to the Primus Data Portal.
PA-BH-E	Pro-active response to managed network alarms captured via the Primus Data Portal 7AM to 11PM AEST during Business Days. Includes email notifications and access to the Primus Data Portal.
PA-BH-ES	Pro-active response to managed network alarms captured via the Primus Data Portal 7AM to 11PM AEST during Business Days. Includes email & SMS notifications and access to the Primus Data Portal.
PA-24x7-ES	Pro-active response to managed network alarms captured via the Primus Data Portal 24 hours x 7 days. Includes email & SMS notifications and access to the Primus Data Portal.

3. SERVICES

3.1 You acknowledge and agree that your Application for a PIPN Service sets out:

- 3.1.1 the Site to which a particular PIPN Service will be supplied;
- 3.1.2 additional particulars and details relating to that PIPN Service, including access speeds, service levels, service options and the Equipment, if any, to be supplied; and
- 3.1.3 the initial Charges which apply.

4. SERVICE QUALIFICATION

4.1 Any xDSL service request will be subject to an xDSL service qualification process.

4.2 If you provide Primus 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

5.1 A PIPN Service may require a Site survey which may identify additional installation costs. Any such costs will be quoted to you for acceptance before Primus proceeds and are in addition to the Charges set out in your Application or as otherwise notified to you by Primus from time to time.

6. PRE-PROVISIONING CANCELLATION

6.1 If a PIPN Service is cancelled by you prior to provisioning, you must pay Primus for any costs associated with Site surveys, installation work already completed and any third party costs associated with service cancellation.

7. LEAD TIMES

7.1 All lead times are measured from the date all required information is provided to Primus, not from the date of order. It is your responsibility to ensure Primus has all the information it requires to successfully provision a PIPN Service and Primus will not be liable for any delay in provisioning or inability to provision a PIPN Service if you do not provide Primus with the information it requires or if that information is incomplete or incorrect.

7.2 Each PIPN Service has a target lead time of forty (40) Business Days, unless Primus specifies 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 Primus.

8. RELOCATION

8.1 You may request that Primus relocate a PIPN Service from one Site to another Site or to a new Site ("**Relocation Request**").

8.2 Primus may, but is not obligated to, agree to a Relocation Request. If Primus agrees, in its sole and absolute discretion, to a Relocation Request, then you agree that:

8.2.1 a relocation can only be provided if the same PIPN Service is available at the proposed new Site;

8.2.2 you must pay Primus the Charges notified to you by Primus in respect of the relocation (**clause 13** of the Core Terms does not apply in respect of any reconnection Charge related to a relocation); and

8.2.3 subject to **clause 8.3**, the Minimum Term of the Service will be affected as follows:

8.2.3.1 if the 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 Service is relocated; or

8.2.3.2 if the 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 Service is automatically extended such that it expires twelve (12) months from the date that the relocation is effected; or

8.2.3.3 if the Minimum Term in respect of the 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 Service with effect from the date that the relocation is effected.

8.3 If you are not a Corporate Customer, **clauses 8.2.3.2** and **8.2.3.3** do not apply unless Primus obtains your express consent. However, you acknowledge and agree that Primus may make its agreement to a Relocation Request conditional upon you providing your express consent.

9. CABLING AND INFRASTRUCTURE

9.1 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 Primus delivers a PIPN Service does not form part of the PIPN Service. You are responsible for arranging, at your own cost, any cable infrastructure required in connection with the PIPN Service.

10. INSTALLATION

10.1 If On-site MRS Installation is "Y" (Yes) then on-site installation of the Managed Router is included, otherwise additional charges apply.

10.2 The installation charges set out in your Application (or as otherwise notified to you by Primus from time to time) do not include travel and accommodation charges which may apply for locations that are not located within a Capital City.

10.3 Any Managed Firewall or SSL Remote Access Service includes the supply of all required Equipment (in respect of which **clause 15** applies), installation and management.

11. ACTIVE PHONE LINE

11.1 You acknowledge that an active phone line at a Site is required in order for Primus to provision and supply, and for you to acquire and use, a PIPN Service at that Site. The provisioning and supply of an active phone line does not form part of the PIPN Service. You are responsible for any costs associated with the active phone line.

12. SERVICE AVAILABILITY

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

13. MINIMUM TERM

13.1 Each individual PIPN Service is subject to a Minimum Term.

13.2 The Minimum Term for a PIPN Service commences once all components of that PIPN Service have been installed or delivered or Primus notifies the Customer of completion of that PIPN Service, whereupon billing will also commence.

14. PRICING PRINCIPLES

14.1 The Charges and prices specified in your Application include project management, equipment & network configuration unless otherwise specified.

14.2 All prices specified in your Application are inclusive of GST.

15. EQUIPMENT

15.1 All Equipment supplied in connection with a PIPN Service is Our Equipment, except for any router supplied which is treated as Sold Equipment once all Once-Off Charges in respect of the Equipment are paid in full.

15.2 You agree that it is your responsibility to immediately return Our Equipment to Primus in the same or better condition than it was in upon supply to you (fair wear and tear excepted) upon:

- 15.2.1 termination, for any reason, of the PIPN Service to which that Equipment related; or
 - 15.2.2 reasonable request by Primus.
- 15.3 You must, at your sole cost and expense, acquire, and until Our Equipment is returned or recovered in the same or better condition than it was in upon supply to you (fair wear and tear excepted) maintain:
- 15.3.1 a public risk liability insurance with an insured amount of at least \$20,000,000 in connection with use or storage of Our Equipment or any death, disability or injury that may be suffered or sustained in connection with Our Equipment; and
 - 15.3.2 a personal property insurance policy with an insured amount of at least the full replacement value of Our Equipment,
(“Insurance Policy”).
- 15.4 The Insurance Policy must:
- 15.4.1 be taken out from, and maintained with, a reputable and solvent insurer that has its registered office in Australia;
 - 15.4.2 notes Primus’ rights and interests; and
 - 15.4.3 irrevocably authorises Primus to directly receive all monies payable under the insurance policy in respect of a claim relating to Our Equipment.
- 15.5 You agree that you:
- 15.5.1 must punctually pay all premiums on each Insurance Policy and ensure that no act is done to prejudice the validity or coverage of any Insurance Policy;
 - 15.5.2 must provide to Primus, upon request, a certificate of currency in respect of each Insurance Policy;
 - 15.5.3 irrevocably appoint Primus as your duly authorised and lawful attorney to:
 - 15.5.3.1 make, recover and/or compromise in your name any claim under each Insurance Policy or against any person; and
 - 15.5.3.2 appropriate any insurance money or other amount received at Primus’ option towards the repair or replacement of Our Equipment or towards any money payable by you to Primus or by you or Primus to any third party.
- 15.6 You acknowledge that the requirement set out in this Service Schedule for you to acquire and maintain the Insurance Policy is inserted for your benefit. Your

liability to Primus arising out of, or in connection with, the storage or use of, or loss or damage to, Our Equipment will be reduced to the extent that Primus is able to mitigate its loss, damage or liability under the Insurance Policies.

16. QUALITY OF SERVICE

16.1 You agree that QoS is only included for a specific Site if QoS is designated as "Y" (Yes) in respect of that Site in the Application, otherwise additional charges for QoS apply.

17. DATA

17.1 Data Plans are measured in gigabytes (**GB**).

17.2 Data Plans may include a fixed amount of data (in GB) or may be unlimited.

17.3 Data Plans with a fixed amount of data are subject to excess download fees. Any data downloaded which exceeds the fixed amount of data included in the Data Plan is subject to the indicated excess download charges (in MB).

17.4 Data uploaded to the Internet is not charged unless otherwise specified by Primus.

17.5 Dial-up access incurs hourly usage charges unless the unlimited dial-up option is requested.

18. SITE TRAVEL

18.1 If travel is required to a Site that is not in a Metro or Regional location, MRS on-site response incurs an additional charge of \$100 per hour of travel time to and from Site beyond the first hour of travel.

18.2 MRS on-site response commences once Primus has identified the root cause of a problem is the on-site hardware.

19. SECURITY

19.1 You acknowledge and agree that you are responsible for the security of your Private IP network including preventing unauthorised access. Primus is not responsible for maintaining the security of your network. You agree that you will, at your cost, ensure that your Private IP network is secure.

19.2 You acknowledge and agree that you are responsible for keeping your account details secure and for ensuring that Primus has up to date details of persons nominated by you to act on your behalf in connection with the PIPN Service.

19.3 You acknowledge that a person who is represented to Primus 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.

19.4 In the event that Primus becomes aware that there may be a dispute as to the appointment or status of an authorised representative, Primus may, until it is satisfied that the dispute has been resolved, refuse to so act.

20. SCHEDULED OUTAGES

20.1 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 Primus believe necessary for operational reasons.

20.2 Primus will endeavour to provide you with at least five (5) Business Days notice of any anticipated Scheduled Outage where Primus believes that the Scheduled Outage may significantly and adversely affect your Service.

20.3 Primus will endeavour to, where practicable, restrict a Scheduled Outage to occur between the hours of 1:00am and 5:00am. You acknowledge and agree that Scheduled Outages are routinely scheduled to occur between the hours of 1:00am and 5:00am on Sundays and no prior notice will be given to you in respect of any Scheduled Outage that will occur during that time.

20.4 You expressly acknowledge and agree that a Scheduled Outage may be urgent and unexpected and accordingly, we may be unable to provide you with five (5) Business Days notice (or any notice).

21. SERVICE LEVEL AGREEMENT

21.1 A service level agreement (“**SLA**”) may apply in connection with a PIPN Service supplied to you. You acknowledge and agree that:

21.1.1 an SLA does not automatically apply;

21.1.2 an SLA will only apply if specified on your Application (or as otherwise may be agreed by the parties from time to time); and

21.1.3 the details of the applicable SLA (if any) will be specified on your Application.

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)) (“**ACL**”). The SLA applies in addition to, and not instead of, the rights or remedies available to you under the ACL, and Primus will not deny you those rights.