

Service Schedule

Business Broadband Services

1. Service Schedule Description

- 1.1 This Service Schedule is entered under and governed by the General Terms, and applies to Business Broadband services supplied by Pipe, as further described in this Service Schedule and the relevant Order (**Business Broadband Services**).
- 1.2 Business Broadband Services provide You with high speed internet connectivity to Your eligible business Site using the nbn TC4 network to deliver internet connectivity at the Network Boundary Point at the Site and the provided modem (**Business Modem**).

2. Service components and features

2.1 Service Components

- (a) The Business Broadband Service comprises of the nbn® connection box (if required) (either installed by nbn® at Your Site or via self-installation if the Site has been connected previously), SIM, Business Modem, power supply unit and associated cabling. Refer to Table 1 below for further features.
- (b) Business Broadband Services are only available in a nbn® TC4 coverage area. We will perform a pre-sales Service qualification process to determine whether the nominated business Site is serviceable (**Service Qualification**) prior to Our acceptance of an Order Form. We will only accept an Order for Business Broadband Services if the Service Qualification determines that the Site is serviceable within the nbn® TC4 coverage area.

Table 1 – Business Broadband Components and Features

Attribute	Details
Availability & Coverage	nbn® TC4 Coverage Area
Supported Technology Type	FTTC, FTTN, FTTB, HFC, FTTP, Fixed Wireless
Plans/Contract Terms	Refer to Business Broadband website here .
Business Modem Contract Term	24 Months
Bandwidth	Max 1000mbps for supported locations
Data Allowance	Unlimited
Static IP	Included by default
Installation	Self-Install

- (c) Actual speeds on the Business Broadband Service are likely to be less than the maximum achievable bandwidth and performance may be affected by many factors, including:
- (i) speed tier of the chosen plan;

- (ii) Your nbn® connection. There may be a maximum line speed for the nbn® connection at the Site. This could be due to the nbn® technology type or other factors, such as the condition of the wiring in the Site;
- (iii) peak hours for internet usage. For business customers, this is usually between 9am to 5pm, Monday to Friday;
- (iv) content that You access;
- (v) Our network capacity; and
- (vi) number of devices and performance of Customer Equipment, including computers, routers, cabling, Wi-Fi and other equipment connected to the Business Broadband Service.

2.2 Technical attributes

The Business Broadband Service is configured with the technical attributes set out in Table 2.

Table 2 – Technical attributes

Technical Attributes	Configuration
WAN IP Address Allocation	WAN IP Address assigned by Pipe .
Static IP Address	Provided by default to all services
LAN IP Address	Allocate automatically from the Business Broadband Modem
Port Forwarding	Not Available.
Security & Firewall	Not Available.
Customer Interface	10/100/1000BaseTx Ethernet Port with RJ45 Socket.

2.3 Unsupported features

- (a) The Business Broadband Service does not support battery backup to supply emergency power to a nbn® connection box.
- (b) Please refer to the user guide supplied by nbn® at the time of installation for further information about unsupported features.

2.4 4G Wireless Backup Service

- (a) The 4G Backup Wireless Service is only available using the Business Modem with a SIM activated on Our 4G Network. The SIM remains Our property, and it is not to be used in any other device except the Business Modem.
- (b) The 4G Backup Wireless Service is provided on a best-effort basis. We will do a Service Qualification to notify You at the point of ordering if the Site has Our 4G Network coverage. In the case where Our Service Qualification indicates Your Site (including for Relocation Requests pursuant to section 5) has Our 4G Network coverage but there is an issue with Your 4G Wireless Backup Service, We are unable to provide support or an alternate nbn® service.
- (c) The 4G Wireless Backup Service will connect to Our 4G Network as a secondary, backup form of internet connectivity that may be available at times when the Broadband Business Service is still being provisioned, or the subject of a Planned Outage or Emergency Maintenance (but excludes

mass outages or Force Majeure Events). Where the Service address is outside of Our 4G Network coverage area, a disclaimer will be displayed during Service Qualification to proceed without the 4G Wireless Backup service.

- (d) You or Your End User(s) will be able to use the 4G Backup Wireless Service until the lost connection is resolved or for a period of up to 30 consecutive days after each date that connectivity is lost, whichever occurs first.
- (e) 4G Wireless Backup Service performance varies depending on network coverage, and Your or Your End Users' location, with speeds likely to be less than those You would obtain through Your Business Broadband Service.

2.5 Service Levels

- (a) The Service Levels applicable to the Business Broadband Services are set out in Annexure A - Business Broadband Service Levels.

3. Your responsibilities

3.1 At each Site:

- (a) You must provide space and power at the Site for the nbn® connection box; and
- (b) You must ensure that the nbn® connection box is not damaged or interfered with in any way.

3.2 Provisioning and installation

The Business Broadband Service is only available in nbn® coverage areas and is always subject to Service Qualification. We do not guarantee availability in all areas.

3.3 nbn® Service Transfer

- (a) You warrant and must ensure that each time You submit a Transfer request to Us for a nbn®-based Service (**nbn® Service Transfer Request**):
 - (i) You are the account owner of the nbn®-based Service at the address subject of the nbn® Service Transfer Request;
 - (ii) You provide Pipe with proof of occupancy (such as a property rental agreement or utility bill referencing the address subject of the nbn® Service Transfer Request); and
 - (iii) You will be shown the following nbn® Service Transfer Request options to choose from depending on whether you own the Services at the Site:
 - (A) **Service Transfer:** Involves the transfer of an existing nbn®-based Service using the nominated port, where the Service is to be supplied to the same end user to whom the Losing Service Provider (LSP) had supplied the Service; or
 - (B) **Connect Outstanding Transfer:** Involves the transfer of an existing nbn®-based Service using the nominated port, where the Service is to be supplied to an end user who is not the same end user to whom the LSP had supplied the service.
 - (iv) You have used reasonable endeavours to ensure that the information in the nbn® Service Transfer Request is correct;
 - (v) You have used reasonable endeavours to ensure that the processing of each nbn® Service Transfer Request, at the time it is lodged, does not breach any party's contractual or other rights;
 - (vi) You have complied with Your obligations under the TCP Code and any other applicable

legislation, guidelines or other industry code as amended from time to time in respect of each nbn Service Transfer Request; and

- (vii) Pipe may investigate the correctness of the warranties in this clause 3.3, and if it does so, You must provide Pipe (or a Related Body Corporate) with the evidence of the correctness of the warranties; and
- (b) You acknowledge and agree that standard Installation Charges apply to a nbn Service Transfer Request.

3.4 Acceptable Use Policy

- (a) You must comply with our Acceptable Use Policy (**AUP**). A copy of the Acceptable Use Policy is available [here](#). You confirm that You have read and understood the AUP prior to agreeing to the relevant Order for Business Broadband Services, including this Service Schedule.
- (b) You acknowledge that We may at any time amend the AUP or cancel the AUP and introduce a replacement AUP and such amendment, cancellation and replacement shall be binding on You on and from the date that it is published on our website.
- (c) You must not use the Service for the purpose of supporting:
 - (i) substantial carrier or service provider data aggregation applications that result in substantial and continuous network throughput; or
 - (ii) connections for the purpose of providing or enabling carrier or service provider interconnection.

4. Installation and ongoing availability

4.1 General

- (a) On or around the time that We accept an Order for Business Broadband Services, We will contact You to inform You of the nbn® installation appointment timings if required.
- (b) Business Modems are to be self-installed. We will deliver the Business Modem to the Site and You will solely be responsible for the installation of the Business Modem in accordance with Our User Guide and reasonable directions, including any Faults and Non-Interrupted Faults, damage or Loss caused by such installation.

4.2 Provisioning, Availability and Restoration

- (a) Target times for provisioning, availability and restoration services for Business Broadband are set out in Annexure A - Business Broadband Service Levels.

5. Relocation Requests

5.1 You may request a relocation of Your Business Broadband Service (**Original Service**) by submitting a request to Our support team, who will assist in transferring Your Business Broadband Service to the proposed relocation Site (**Relocated Service**).

5.2 We will perform Service Qualification on Your proposed relocation Site, and may refuse Your relocation request if the relocation Site is outside of Our coverage areas.

5.3 If We agree to Your relocation request:

- (a) the new Charges and Minimum Service Period set out in the Order for the Relocated Service will

apply, and You acknowledge that, unless otherwise agreed in the Order:

- (i) the Monthly Recurring Charge for the Relocated Service will be no less than the Monthly Recurring Charge that applied to the Original Service;
 - (ii) the Minimum Service Period for the Relocated Service will be no less than the remainder of the Minimum Service Period for the Original Service; and
 - (iii) the Original Service will terminate upon the date specified in Your relocation request.
- (b) You will not be required to pay Early Termination Charges for the Original Service, provided that the Relocated Service meets the terms of 5.3(a)(i) and 5.3(a)(ii).

5.4 If section 5.3(b) does not apply and / or You elect to terminate your Original Service early because the proposed relocation Site is outside of Our coverage areas, We reserve the right to charge You the Early Termination Charge for the terminated Original Service where it is fair and reasonable to do so.

6. Charges

6.1 The Charges are specified in the Order Form and, where applicable, Annexure C – Charges.

6.2 Withdrawal Charge

We will charge You the Order Withdrawal Charge in circumstances where cancellations are less than 1 Business Day prior to a scheduled nbn® appointment date for the relevant Business Broadband Service when:

- (a) You provide Us with written notice (in the manner and form required by Us) that You are withdrawing or cancelling the Order in its entirety; or
- (b) Using the withdraw function in our self-serve portal, Frontier; or
- (c) We cancel the Order due to Your breach of the Agreement, fault or wrongdoing.

6.3 Early Termination Charges

Early Termination Charges are applicable for the Business Modems as set out in Annexure C - Charges and the Order Form.

6.4 Other Charges

- (a) We will notify you of any once-off Charges before you agree to the Business Broadband Service, including when you request to relocate or issue a nbn® Service Transfer Request. Other than set out above, other once-off Charges that may apply also include, but are not limited to, those set out in Annexure C – Charges and a:
 - (i) nbn® New Development Charge;
 - (ii) nbn® Subsequent Installation Charge; and
 - (iii) nbn® Complex Installation Charge.

7. Service changes or cessation

7.1 We may change the characteristics of any Business Broadband Service or the terms of this Service Schedule:

- (a) without notice, if the change is likely to benefit or have a neutral impact on You; or

- (b) by giving You at least 21 days' prior notice if the change will have more than a minor detrimental impact on You.

7.2 If You do not agree with a change notified to You under section 7.1(b), or You can demonstrate that a change under section 7.1(a) will have more than a minor detrimental impact on You, then You may terminate the Business Broadband Service(s) affected by the change by providing notice to Us within 42 days' after Our notice, unless the change is to:

- (a) the Charges in order to pass through a change in:
 - (i) the cost to Us charged by any of Our third party suppliers in connection with the supply of the Business Broadband Services; or
 - (ii) taxes imposed by applicable Law, where it is fair and reasonable for Us to do so; or
 - (iii) annual CPI indexation; or
 - (iv) currency fluctuations that result in an increase to Our cost to supply the Business Broadband Services; and / or
- (b) the Business Broadband Services, or any terms of this Service Schedule in circumstances where the change is reasonably required in order for Us to:
 - (i) comply with applicable Law; or
 - (ii) comply with, or pass through obligations under, Our contracts with Our suppliers.

7.3 We may cease to offer the Business Broadband Service by giving You as much prior notice as is practicable, in which case the relevant Business Broadband Service will terminate upon the date specified in our notice.

7.4 If You terminate a Business Broadband Service under section 7.2, or We cease to offer the Business Broadband Service under section 7.3, then:

- (a) You will not incur any fees or Charges (including Early Termination Charges) as a consequence of the termination other than any Charges relating to the terminated Business Broadband Service incurred up to the date of termination, which We may invoice You for on or around the date of termination; and
- (b) We may credit or refund You, in whole or in part, for:
 - (i) pre-paid and unused Monthly Recurring Charges relating to a period after termination of the relevant Business Broadband Service; and
 - (ii) any upfront or Business Modem costs that You have incurred with Us directly in connection with the Business Broadband Services, except for nbn® costs for installation and other similar services,

where We determine, acting reasonably, that it is fair and reasonable to do so in all the circumstances.

8. Definitions and interpretation

8.1 Definitions

Capitalised terms used but not defined in this Service Schedule have the meaning given in the General Terms. In this Service Schedule:

4G Backup Wireless Service means the interim wireless internet service as set out in section **Error! Reference source not found.**

Customer Portal means the online portal made available by Us to You from time to time for ordering, billing and self-care functions among other things.

General Terms means:

- (a) if You have executed a master services agreement for the supply of Services and Goods, the terms of that master services agreement; or
- (b) otherwise, the current General Terms and Conditions set out at <https://www.vocus.com.au/help-and-support/legal-contracts/Pipe>.

Government Agency means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Installation Charges means the Charges applicable to the installation and provisioning of a Business Broadband Service.

Law means any

- (a) legislation, including regulations, determinations, by-laws, declarations, ministerial directions and other subordinate legislation;
- (b) common law;
- (c) Government Agency requirement or authorisation (including conditions in respect of any authorisation);
- (d) mandatory codes, standards and guidelines; or
- (e) writ, order, injunction, or judgment.

Monthly Recurring Charge has the meaning given in section 1, Annexure C - Charges.

Our 4G Network means the mobile telecommunications networks and other systems utilised by Pipe in part to supply the 4G Backup Wireless Service.

Service Level means the service levels described in Annexure A – Business Broadband Service Levels.

Service Qualification has the meaning given in section 2.1(b).

SIM means a subscriber identity module supplied by Us to You, which is to be used with the Business Modem to enable You to access and use the 4G Backup Wireless Service.

User means any end user of the Business Broadband Service supplied under this Agreement.

User Guide means any user guide relating to the Business Broadband Services notified by us to you from time to time.

We, Us, Our, or Pipe means Pipe Networks Pty Ltd (ABN 21 099 104 122) of Level 10, 452 Flinders Street, Melbourne, VIC 3000.

Withdrawal Charge has the meaning given in section 6.2.

You, Your, or Customer means the customer identified in the applicable Order for Business Broadband Services.

8.2 Interpretation

- (a) A reference to a section in this Service Schedule, is a reference to a section of this Service Schedule unless stated otherwise.

- (b) Other than as expressly stated in this Service Schedule, the rules of interpretation in the General Terms apply to this Service Schedule, including any definitions not otherwise set out in this Service Schedule.

Annexure A

Business Broadband Service Levels

Definitions used in this Service Schedule of which these Service Levels form a part, apply to these Service Levels. In these Service Levels, the following definitions also apply unless the context requires otherwise:

Access means the physical or wireless access connection to the Site used to deliver one or more Services.

Customer Trouble Ticket means a ticket on Pipe Networks' trouble ticketing system which issues Customer Trouble Ticket numbers and by which the rectification of Faults are tracked.

Emergency means any event or circumstance which endangers or threatens to endanger the safety or health of any person or destroys or damages or threatens to destroy or damage the Pipe Network or any other personal or real property, or gives rise or threatens to give rise to a cyber security incident in the Pipe Network

Emergency Maintenance means maintenance required due to an Emergency and that requires prompt or immediate action to respond to the Emergency. We must use reasonable endeavours to provide as much prior notice of any Emergency Maintenance as is reasonable in the circumstances, and wherever possible, at least 24 hours prior.

Excluded Event means, in addition to the circumstances described as an "Excluded Event" in the General Terms, any of the following circumstances that causes or prolongs a Service Level Failure:

- (a) in respect of Services supplied using Third Party Infrastructure, a Third Party Access Event; and
- (b) Your use of Management Access (if applicable).

Fault means a problem in the operation of the Service to a Site

Fault Commencement Time means, unless otherwise specified in this Schedule, the time at which a Customer Trouble Ticket is opened, provided that Pipe has subsequently accepted that Customer Trouble Ticket.

Fault Restoration Time means the time at which the status on a Customer Trouble Ticket is changed to "Resolved".

Installation Targets means the target timeframes for provisioning and installation of a Business Broadband Service, calculated as commencing from the date that We issue You with an Order Acceptance notification, as set out in section 2.2 of this Annexure.

Management Access means Pipe's grant of access to control platforms to You so as to allow You to manage and configure Your Service and/or Business Modem

Major Rural Area means an urban centre or other recognised community grouping with a population greater than 2,500 but less than 10,000 people.

Metro means a location that is within the nearer of:

- (a) the local calling area; or
- (b) 50 kilometres of the GPO,

of Melbourne, Sydney, Brisbane, Adelaide, Perth or Canberra.

Minor Rural Area means an urban centre, locality or recognised community grouping with a population greater than 200 but not more than 2,500 people.

NBN Access Type means fibre, satellite or other Access infrastructure owned or operated by NBN Co that is used to deliver a Service

NBN Co means nbn co limited (ABN 86 136 533 741).

NBN Enhanced SLA means an enhanced Service Level that is either included or available for purchase (as set out on Our website) for Services provided over an nbn access type.

NBN Wholesale Broadband Agreement means the NBN Co wholesale broadband agreement published on NBN Co's website from time to time, available at <https://www.nbnco.com.au/rsps/supply-agreements/wba>.

Non-Interrupted Fault means a fault where the affected Service is degraded but still operational.

Order Acceptance means that We have considered the request by You to provide the Services and have agreed to do so pursuant to the terms of the relevant Order.

Planned Outage means a period of time as reasonably determined by Us, that We may interrupt supply of the Service to You for routine maintenance, upgrading or other similar activities, after giving You reasonable prior notice as set out in these Service Levels, which outage does not exceed the period of time specified in that notice.

Regional means a location that is neither Metro nor Rural.

Remote Area means an area in which the relevant Site is located which is not an Urban Area, Major Rural Area or Minor Rural Area.

Restoration Time means, in respect of a Fault, the elapsed time between the Fault Commencement Time and the Fault Restoration Time, but excluding any such elapsed time related to an Excluded Event (unless otherwise expressly stated in this Agreement).

Rural means a location that is greater than 250 kilometres from a town with a population of 10,000 or more people, as defined by the Australian Bureau of Statistics.

Service Availability Target has the meaning given to it in section 2.3 of this Annexure A – Business Broadband Service Levels.

Service Level Failure means a failure by Pipe to achieve a Service Level stated in this Schedule as being applicable to a Service.

Service Restoration means the elapsed time during Standard Service Hours:

- (a) between You reporting the fault via Our Support Centre and the restoration of the Service; or
- (b) between Us responding to an alarm on the Pipe Network and the restoration of the Service.

Standard Service Hours means 24 hours, 7 days per week, every day of a calendar year, being the hours that the Our Service Centre (or equivalent department) is staffed and infrastructure monitoring systems are operational and alarm surveillance occurs.

Third Party Access Event means an act or omission of a Third Party Access Provider in connection with Third Party Infrastructure used to supply a Service, including any delay or failure of a Third Party Access Provider to restore any Fault occurring on its Third Party Infrastructure, except to the extent that such act or omission is not made as a direct result of or contributed to by any wrongful or unlawful act or omission of Pipe.

Third Party Access Provider means a Pipe supplier that owns or operates Third Party Infrastructure used to provide a Service, which may include NBN CO.

Third Party Infrastructure means a fibre or other Access infrastructure owned or operated by a Third Party Access Provider.

Urban Area means an urban centre with a population equal to or greater than 10,000 people.

1. General

- 1.1 Any estimated times referred to in these Service Levels do not account for Excluded Events. We will not be liable for any delay or failure in performing its obligations to the extent such delay or failure is caused, or contributed to, by an Excluded Event.
- 1.2 Failure of a Service Level does not entitle You to a credit or any other form of compensation, except as detailed in this Annexure or where explicitly agreed in writing by the parties.

2. Service Attributes

- 2.1 The Service Attributes define the level of service that We aim to deliver to You in relation to the Business Broadband Services and are given on a reasonable endeavours basis.

Service Attribute	Attribute Definition	Service Level Commitment
1. Service Reception	<p>Answering a telephone call from You and logging information relevant to a fault or other details relevant to the service required.</p> <p>Receiving a fault report from You via the Customer Portal.</p>	<p>Fault Reporting Functionality 24 hours a day, 7 days a week, 52 weeks a year</p> <p>Billing and Provisioning Enquiries Customer Service is available from 0800 to 1800 AEST, Monday to Friday.</p>
3. Fault Classification	<p>All faults are classified as follows:</p> <p>Faults Service is completely non-operational and no workaround is available</p> <p>Non-Interrupted Faults Service is degraded but still operational.</p>	<p>Faults are classified by Us and advised to You at the time of logging the fault.</p>
4. Response Time	<p>The elapsed time, during Standard Service Hours, between You reporting a fault to Us, or Us responding to an alarm, and Us providing the following details to You:</p> <ul style="list-style-type: none"> - fault classification - initial diagnosis; and - an estimated time to restore (if known). 	<p>Faults: 0 to 60 mins.</p> <p>Non-Interrupted Faults: 4 hours</p>

Service Attribute	Attribute Definition	Service Level Commitment
5. Progress Updates	Updates on the status of faults.	Faults: Hourly Non-Interrupted Faults: On a significant event basis.
6. Planned Outage notification	Notice of any planned maintenance that could cause a Planned Outage.	Notification at least five Business Days in advance either by letter, telephone or e-mail.
7. Emergency Maintenance notification	Notice of any Emergency Maintenance that could cause a disruption to the Business Broadband Service	In circumstances where Emergency Maintenance needs to be conducted, We will endeavour to provide at least 24-hours' notice, where reasonably practicable.

2.2 Provisioning Targets

(a) Installation Targets

	In Place nbn® Infrastructure (Ethernet)	Available nbn® Infrastructure (Ethernet)	No Available nbn® Infrastructure (Ethernet)
Urban Area	3 Business Days	11 Business Days	16 Business Days
Minor Rural Area, Major Rural Area	3 Business Days	16 Business Days	21 Business Days
Remote Area	3 Business Days	21 Business Days	21 Business Days

- (i) In Place nbn® Infrastructure means Your Site is nbn® Serviceable and available for automatic connection or activation by nbn® as at the date of Order Acceptance Notification, without the need to attend Your Site.
- (ii) Available nbn® Infrastructure means Your Site which is nbn® Serviceable where, as at the date of Order Acceptance Notification:
 - (A) the local fibre is installed and is operational in respect of that Site; but
 - (B) either the drop fibre or the nbn® connection box (or both) is not installed or not operational and requires nbn® to undertake minor field works in respect of Your Site.
- (iii) No Available nbn® Infrastructure means Your Site which is nbn® Serviceable but, as at the date of Order Acceptance Notification, the local fibre is not fully installed and operational at that Site and will require nbn® to undertake major field works at that Site. For the purpose of this definition, a reference to “local fibre” includes riser copper, or fibre where the Site is located within a multi-dwelling unit.

- (iv) Installation Targets assume that the relevant infrastructure and capacity is already established at Your Site. When infrastructure or capacity is not available, the Installation Targets will be advised at the time of Order Acceptance Notification.
- (v) You acknowledge that in some cases We will not be able to deliver the ordered Service by the advised Installation Targets, due to limitations imposed on Us by third party service providers.
- (vi) You must be available for appointments set by nbn®. In a shared building where access to MDF and riser cables may be required, it is Your responsibility to organise such access prior to appointment.
- (vii) Failure to achieve any of the above Installation Targets does not entitle You to a rebate, credit or refund.

2.3 Service Availability Targets

- (a) The Service Availability Targets of a Service in a calendar month is calculated in accordance with the following formula:

$$\text{Service Availability} = \left(\frac{\text{Total Time} - \text{Unplanned Outage}}{\text{Total Time}} \right) \times 100$$

where:

- (i) **Available** means the total time in minutes that the Service is not affected by a Fault in a calendar month;
 - (ii) **Total Time** means the total minutes in a calendar month; and
 - (iii) **Unplanned Outage** means the total time in minutes that the Service is not Available in a calendar month, calculated as the aggregate of all Restoration Time for Faults during the calendar month.
- (b) Pipe will use reasonable endeavours to ensure the Services are Available in accordance with the applicable Service Level set out in the table below (Available Service Target).
 - (c) Failure to achieve the Service Availability Targets does not entitle You to a rebate, credit or refund.

Service	Service Availability Target
Business Broadband – nbn® TC-4	99.90%

- (d) The Service Availability Target is calculated per calendar month as Standard Service Hours less downtime for Excluded Events, divided by the Standard Service Hours expressed as a percentage.

2.4 Standard Service Restoration Targets

- (a) The standard Service Restoration Targets are outlined in the table below.
- (b) We will use Our best endeavours to adhere to the standard Service Restoration Targets.

- (c) Standard Service Restoration Targets are the maximum elapsed time, during Standard Service Hours, between You reporting a fault to Us or Us responding to an alarm, and confirmation to You that the Service has been restored.
- (d) Some Non-Interrupted Faults may require monitoring over a time period to effectively diagnose and resolve the problem and this will be advised to You as the Fault is investigated.
- (e) Failure to achieve the below Standard Service Restoration Targets do not entitle you to a credit, refund or rebate.

Standard Service Restoration Targets	
Interrupted Faults	Targets
Urban Area	Next Business Day
Major Rural Area	Second Business Day
Minor Rural Area	Second Business Day
Remote Area	Third Business Day
Non-Interrupted Faults	
All Areas	Fourth Business Day

2.5 NBN Enhanced SLA – Service Restoration Targets

The Fault Restoration Service Levels for NBN Enhanced SLAs are set out in the table below, in hours during nbn Operational Hours (as described in section 3 of this Annexure) applicable to the relevant nbn Enhanced SLA.

NBN Enhanced SLA	Urban Areas or other areas where no plant work or site visit required	Plant work or site visit required	
		Major Rural Area and Minor Rural Area	Remote Area
Enhanced-4 (24/7)	4	18	32
Enhanced-12 (24/7)	12	26	40

3. NBN Operational Hours

3.1 General

- (a) All references to Fault Commencement Time and Restoration Time are calculated in accordance with this section 3.
- (b) Unless specified otherwise in the table below, nbn Operational Hours are 0800 to 1700 local time on Business Days.

Service Level	NBN Operational Hours
Enhanced-12 (24/7)	24 hours a day
Enhanced-4 (24/7)	24 hours a day

- (c) Notwithstanding anything contrary in this Agreement:
- (i) The Commencement Time and Restoration Time in connection with a Fault arising on an NBN Access starts:
 - (A) during NBN Operational Hours, immediately; and
 - (B) outside of NBN Operational Hours, at the start of the next NBN Operational Hour,

after the later of Pipe acceptance of the Customer Trouble Ticket and, if a Site visit is required, the First Available Time; and
 - (ii) Restoration Time will include Third Party Access Events caused by NBN Co to the extent that NBN Co is responsible for the delay in restoring a Fault under its service level commitments under the NBN Wholesale Broadband Agreement.
- (d) In circumstances where:
- (i) The Restoration Time exceeds the applicable Enhanced SLA Restoration Service Level (outside a Rural area); and
 - (ii) NBN is liable to pay Pipe a rebate in respect of NBN's failure to meet the applicable Restoration Service Level under the NBN Wholesale Broadband Agreement.
- In which case the credit will be equal to the amount that Pipe receives from NBN in respect of the relevant failure, less any reasonable costs Pipe has incurred in restoring the relevant fault
- (e) Other than expressly set out in this clause 3.1, You are not entitled to Credit in respect of Pipe's failure to meet a Restoration Service Level

Annexure B

nbn®

1. nbn® is an access service where We use the National Broadband Network (NBN) to supply the access.
2. nbn® uses a range of technologies. We will use an appropriate technology based on infrastructure available at the Site.
3. We do not warrant that We have complete nbn® coverage. The order for nbn® access may be rejected or terminated by Us where We do not have relevant coverage.
4. The bandwidth nominated in the Order is the maximum connection speed that will be possible using the nbn® access. The actual throughput may be less than the nominated bandwidth due to various factors including: network utilisation; the profile applied to the Service; the number of users accessing the nbn® at any one time; the nature and quality of the connection at the Site; Your hardware or software; and the sources of the traffic being accessed.
5. Where not already installed, and, where applicable, nbn will install an nbn® Network Terminating Device (“**NTU**”), the title for which remains with nbn®.
6. If a central splitter is installed by nbn® for a Service, the title and risk for the central splitter will pass to You following installation.
7. The nbn® access service does not include supply or maintenance of any common Multi-Dwelling Unit site equipment, any in-Site or in-building wiring, or any cabling that may be required or installed between Your equipment and any internal wall plate within Your Site.

Annexure C

Charges

All charges quoted below are excluding GST, unless otherwise specified.

1. **Monthly Recurring Charge**

Each Business Broadband Service is subject to a fixed monthly recurring Charge, which will be quoted to You on the Customer Portal prior to submitting an Order, and then set out in the Order.

2. **Withdrawal Charge**

Withdrawal Charge	
No nbn installation appointment required	\$0
Withdrawal 1 business day before nbn installation appointment	\$0
Withdrawal within 1 business day before nbn installation appointment	\$90

3. **Early Termination Charges**

Early Termination Charges	
Business Broadband nbn Plans	\$0
Business Modem	\$7.27 x months remaining on 24 month Device Period

Note: The Business Modem is \$8 (inc.GST) per month ('Undiscounted Price') or \$0 per month when you stay connected for 24 months ('Device Period'). We will provide you with a \$8 (inc. GST) credit toward the Business Modem for each month that you stay connected for the Device Period ('Discount'). If you choose to terminate Your Service before the end of the Device Period, you will need to pay the full Undiscounted Price multiplied by the months remaining on Device Period.

4. **nbn® Once-Off Additional Charges**

	nbn® Once-Off Additional Charges
nbn® New Development Charge	\$273
nbn® Subsequent Installation Charge*	\$300
nbn® Professional Splitter Installation at time of a Standard Installation	\$200
nbn® Professional Splitter Installation not at time of a Standard Installation	\$300
nbn® FTTC Professional Wiring Isolation Charge*	\$225
nbn® HFC Professional installation Charge*	\$150
nbn® FTTC Professional installation Charge*	\$150

Note* Charges do not include labour rate materials, which will be determined ad as advised by nbn® during installation.

5. **Relocation Charges**

	Once-Off Charge
Relocation Charges*	\$0

Note* - Minimum Service Period may be reset following relocation. Refer to clause 5.3 of the Service Schedule.