

1. The Service

1.1 This Service Schedule is for the supply of On-Net-Fibre and NBN Access Network (the “Service”) between the Digipearl Wholesale and the Customer premises locations within Australia. IP transit is provided to each service and each service rated individually. **1.2** The Service consists of two major components:

1. Tail Circuits, connecting the Customer premises to the Digipearl network.
2. IP Transit, allowing End-Users access to the Internet via the Digipearl Network and its peers.

IP Transit is optional and provided and rated on an individual service basis. **1.3** This Service Schedule will apply to the first and any subsequent Service Orders for any components executed by the Customer and Digipearl.

2. Prerequisites to supply of the service

2.1 The Customer must read and agree to the Digipearl’s Master Services Agreement and this Service Schedule.

2.2 Customers are required to obtain a suitable business grade router for any On-Net-Fibre or NBN service. A suitable business grade router can be supplied on request but is not included in the monthly service subscription fee.

2.3 The Customer is responsible for any required data cabling within its premises. This includes cabling for the Telstra cabling handoff point to the required location of the CPE and any other equipment.

2.4 For and On-Net-Fibre or NBN service, the Customer shall identify a contact person at each installation location, inform them of the impending installation and have them instruct the installer of the exact location for installation of the services at that site, where technically available. Where a service needs to be relocated at a site, because of incorrect instruction by the Site Contact or a site revisit is required because the installer is turned away from the site. Digipearl will charge the Customer, call out and re-booking fees, as per the Service Order. The Customer must use its best endeavours to facilitate the provision of the Services by Digipearl. Such facilitation will include but is not limited to, notifying and/or obtaining permission from or co-operation of, any landlord, lessor, co-tenant, or other person where such notification, permission and/or co-operation is necessary for the installation or maintenance of Digipearl’s Equipment at a location or for the connection of Digipearl’s equipment to the service delivery point and where advised by Digipearl, obtain, and maintain any authorisation, permission, licence, waiver, registration or consent from any person necessary for Digipearl to provide the Services.

2.5 Digipearl may, in order to provide the Services at a service delivery point, install Digipearl’s Equipment at a location. The Customer must provide a suitable physical environment (including power and air conditioning if required) for Digipearl’s network equipment.

2.6 Whenever Digipearl (or where appropriate, its lessors or licensors) own the Digipearl equipment, the Customer must protect Digipearl’s title to Network Equipment and agree to all of the following:

- a. Not remove or obscure any identification marks on the equipment;
- b. To make it clear to all persons that the equipment belongs to Digipearl;
- c. To comply with all reasonable instructions Digipearl gives the Customer relating to that equipment to protect Digipearl’s ownership; and
- d. To not do anything or allow anything to be done with that equipment which might affect Digipearl’s ownership.

2.7 Where the Customer has, or is acquiring, a Monitoring Service the Customer may need to install additional equipment (this equipment is not at Digipearl’s cost and Digipearl has no responsibility for this equipment) to be able to receive the Service.

2.8 The Customer must comply with the Acceptable Usage clauses outlined in item 14.

3. Parties

3.1 This Schedule applies between Digipearl Wholesale (“Digipearl”) and the Customer identified in the Service Order (“Customer”); Service Order can be submitted via online web form or email.

4. Service Description – On-Net-Fibre, NBN - General

4.1 On-Net-Fibre and NBN services provide network connectivity to Digipearl’s network and public Internet from the Customer premises.

4.2 Digipearl maintains connectivity to several third-party DSL & EFM access networks (our “Suppliers”), providing various options for DSL & EFM Tail Circuits delivery. Layer 3 services will only be supplied where Digipearl can do so on the Digipearl OnNet Network, which provides both ADSL2+ and EFM services.

4.3 Digipearl will provide the Customer will a list of exchanges serviced by it’s On-Net Fibre and NBN.

4.4 Digipearl does not guaranteed that On-Net Fibre and NBN services will always be accessible. Service Level Agreements for availability are outlined in item 12 of this document.

4.5 On-Net Fibre services are deemed to be more reliable and will have less service contention than NBN.

4.6 Digipearl will provide the ability to perform a Service Qualification check for availability prior to ordering a service.

4.7 CPE connected to On-Net Fibre and NBN services uses Point-to-Point Protocol (PPP) sessions to authenticate the End-User’s connection credentials with the Digipearl network or Digipearl’s supplier RADIUS equipment.

4.8 NBN services are built using shared access networks. Throughput speeds, latency and latency variations may vary depending on the traffic of other End Users, and are not guaranteed. On-Net Fibre services are supplied as 1:1 uncontended connection and therefore more stable.

4.9 Each On-Net Fibre and NBN service includes IP Transit. The amount of included IP Transit traffic is specified in the Service Order.

4.10 Digipearl assigns an IP Address to the equipment used by you in connection with your NBN service. Unless you purchase a static IP address, we may change any IP address that has been allocated to you without notice. Where you purchase a static IP address and we intend to change any static IP address, we will endeavour to provide you with three (3) week’s notice prior to such change.

5. Provision of Service – On-Net Fibre, NBN

5.1 The Customer must supply Digipearl an On-Net Fibre or NBN Service Order detailing the End User premises and other details required for each of the technology options.

5.2 On-Net Fibre and NBN service, standard provisioning lead times are 20-60 business days.

5.3 At the End-User premises Digipearl will arrange for a standard based interface to be provided for connection of CPE to one of the Digipearl Suppliers’ access networks. The interface will be one of the following technology options: On-Net Fibre or NBN.

5.4 On-Net Fibre and NBN services may not be available at every location, due to a number of factors including but not limited to network topology, line distance, and the presence of an incompatible service.

5.5 Underlying services associated with fixed lines prior to NBN provisioning will need to be migrated to limit service disruption. As an example, a fixed line number must be ported to a VoIP service to stop the fixed line number being disconnected during the NBN install.

5.6 On-Net Fibre and NBN Access Network Services does not include the provision of cabling or equipment beyond the Network Boundary Point at each End-User’s premises. Customers may need to check the availability of cabling within the End-user’s premises between the Network Boundary Point and the desired location of the CPE.

5.7 In the case where additional work from the Network Boundary Point is required, the Customer agrees that it is responsible for ensuring the work is performed; and:

- a. That Cabling work within NBPs/MDFs/IDFs, including installation of splitters/filters and the installation of cabling, must be performed by registered cablers (see <http://www.acma.gov.au>);
- b. That it is the responsibility of the Customer to ensure compliance with all Australian cabling standards and guidelines;
- c. The extent permitted by law, Digipearl excludes all liability to the Customer howsoever caused, whether it be in contract, tort (including negligence), statute or at general law, for any loss suffered by the Customer in connection with the installation; and
- d. The Customer indemnifies Digipearl for any loss or damage suffered by Digipearl in connection with the installation activities.

5.8 The Customer may request a Service Qualification Check for locations prior to submitting a Service Order to determine availability and suitability of the requested technology option. Digipearl reserves the right to reject a Service Order for a Location if the Service does not pass the Service Qualification Check or the particular delivery type is not available at that location. **5.9** If a Service Order passes the Service Qualification Check, then Digipearl will take all reasonable measures to ensure the Service is delivered at the speed specified in the Service Order, at the location specified in the Service Order and for the Term specified in the Service Order. **5.10** If the End-User already has a On-Net Fibre or NBN service with another supplier, then under some circumstance Digipearl may be able to move the End-User's service to the Digipearl's network without requiring a new connection to be made.

6. Fees and Charges Structure - On-Net Fibre, NBN

6.1 Each component Service within the On-Net Fibre or NBN Access Network Service is a fixed price service, charged on a non-recurring ("NRC") basis or recurring monthly ("MRC") in advance. The Customer must pay all fees detailed in the Service Order that apply to each On-Net Fibre or NBN service ordered. Minimum contract terms will also apply with termination fees equal to the total charges for the remainder of the contract. **6.2** Pricing in any Service Order is based upon information provided by carriers for connections to the Customer. 30 calendar days written notice is required for cancellation of service. **6.3** In a minority of cases this may vary because of access to the Customer premises to deliver services or cabling within the Customer premises. In these instances, Digipearl will get prior approval of the customer for the costs to carry out the work. **6.4** Where Digipearl equipment requires replacement or service by reason of Customer's failure to use the equipment in a proper manner; any act of wilful damage or interference by any person other than Digipearl, its employees or agents; failure or fluctuation of the electrical power supply to the Digipearl's equipment; any external electromagnetic interference or pest infestation; Digipearl will provide that replacement or service (with the express interest of maintaining a service), and will charge the Customer for that replacement or service at its standard prices and rates for labour and materials then in effect.

7. Service Description - IP Transit (the 'Internet')

7.1 In addition to the individual On-Net Fibre or NBN service, Digipearl will aggregate all On-Net Fibre and NBN services and provide IP Transit. Aggregation will occur at locations nominated and maintained by Digipearl or its supplier.

7.2 IP Transit will include both Domestic and International traffic and will provide the End-User with access to all of Digipearl's upstream providers and peers.

7.3 Digipearl or its suppliers will aggregate all On-Net Fibre or NBN services on a State based topology. State Aggregation will occur in Sydney, Brisbane, Melbourne, Adelaide, Canberra and Perth.

7.4 It is Digipearl's responsibility to ensure sufficient IP Transit capacity exists to provide an acceptable level of performance or contention for the Customer.

8. Term and Commencement

8.1 The On-Net Fibre or NBN service will be supplied for the term specified in the Service Order. **8.2** Once Digipearl confirms that the service is active, Digipearl will notify the Customer of Service Completion via email about Ready For Service "RFS" event. The date of this email forms the RFS date. **8.3** The term commences on the RFS date, which is the first day by which the services are available for use by the Customer. **8.4** Digipearl will use its best endeavours to provide the service by the target dates and Digipearl will not be liable for any costs incurred by the Customer as a result of a late installation of a service.

9. Payment

9.1 Each On-Net Fibre or NBN service is a fixed price service, charged monthly in advance. Additional usage, when applicable are charged in arrears to Customer account.

9.2 The Customer must pay all fees detailed in the Service Order.

10. Service Delivery

10.1 Digipearl will use all reasonable endeavours to provide each On-Net Fibre or NBN service on the Customer Requested Date. In many cases Digipearl will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore Digipearl will not be liable for any delay installing the services. Provisioning dates specified are approximate. Digipearl will keep the Customer informed on the progress of the service provisioning throughout.

10.2 Neither Digipearl nor its Supplier (which may be referred to as a carrier or supplier to you) is liable to the Customer in any circumstances (including in negligence) in relation to any Service supplied to the Customer, any delay in supplying the Service or any failure to supply the service.

11. Fault Reporting

11.1 Before reporting a fault to Digipearl, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the customer's administrative domain.

11.2 Customers who rely on Digipearl supplied Customer Premise Equipment ("CPE") must specifically ensure that the Digipearl's CPE is receiving power and cooling as required to be operational.

11.3 As soon as the Customer has confirmed the fault is related to the Service supplied by Digipearl, that fault must be reported to Digipearl by email to the following address: support@au.Digipearl.com.au.

11.4 If Digipearl determines the fault is a direct result of the Customer equipment, Digipearl will reserve the right to invoice the customer a reasonable amount (not to exceed \$500) for the time spent diagnosing the Customer's fault.

12. Service Level Agreement

Table 1. On-Net Fibre and NBN fault response times for faults reported during business hours:

Fault Level	Response to Fault Logged via email	Response to Fault Logged via phone
P1 Fault (Service Down)	-	60 mins
P2 Fault (Service Significantly Impaired)	12 Hours	6 Hours
P3 Fault (Minor Issue)	24 Hours	24 Hours

12.1. On-Net Fibre and NBN hours of support coverage: 9am – 5.30pm AET Monday – Friday, Business days only. Excludes public holidays. **12.2.** Digipearl and its Suppliers will use their best endeavours to investigate and repair or rectify OnNet Layer 3 DSL faults and service issues within the following timeframes. Rectification may include a temporary service restoration, with a permanent resolution to be completed at a later date.

Table 2. On-Net Fibre and NBN estimated resolution timeframes.

All Areas	By the end of the next full Business Day
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13. Scheduled Maintenance

13.1 Digipearl requires from time to time the ability to perform maintenance on the network. When maintenance is required a notice will be provided via email. The email will be sent to the email address provided on your customer account or Service Order, to the following schedule.

Category	Notice Period	Duration	Period (AEST)
Consultative	As agreed by parties	As agreed by parties	As agreed by parties
Planned Major	5 Business days	> 60 mins	8pm – 6am or anytime Saturday, Sunday
Planned Minor	2 Business days	< 60 mins	8pm – 6am
Unplanned Minor	24 Hours	< 30 mins	8pm – 6am
Emergency	-	< 15 mins	8pm – 6am

14. Acceptable Usage

14.1 The Customer warrants that they will not use, or attempt to use, a Service and that it will use all reasonable endeavours to prevent its End Users using or attempting to use a Service:

- To break any law or to infringe another person's rights;
- To expose Digipearl or its suppliers to liability;
- To transmit, publish or communicate material, which is defamatory, offensive, abusive, indecent, menacing or unwanted; and
- In any way which damages, interferes with or Interrupts the Service, the Digipearl or a Supplier Network.

14.2 The Customer acknowledges that neither Digipearl nor its Suppliers are obliged to:

- Monitor use of the Service or any individual On-Net Fibre or NBN Service; and
- Suspend or configure an Individual Service if any of the events specified in this Service Schedule occur, and whether or not Digipearl does so, the Customer remains liable for use of the Service.

14.3 Digipearl may ask the Customer to stop, or ask it to stop its End-Users, acting or failing to act in a manner which Digipearl reasonably believes is contrary to paragraphs 14.1, 14.2 and 14.3. The Customer will as soon as reasonably practicable (but in any case, within two Business Days) comply with any such request. If the Customer does not, then Digipearl may, in its absolute discretion and without liability, take any steps reasonably necessary to ensure compliance with paragraphs 14.1 including suspending the relevant On-Net Fibre or NBN Service.

15. Service Termination

15.1 The Customer may request to terminate its On-Net Fibre or NBN service by giving 30 days written notice to Digipearl. For Services with agreed minimum term, and where such term has not expired, The Customer will be liable to pay in full any remaining value of the agreed term. **15.2** On termination the Customer's right to use the Services ceases immediately, the Customer must immediately cease to make use of any Digipearl Equipment, and immediately inform Digipearl of the specific location of any Digipearl Equipment on request, and permit, or procure permission for, Digipearl to access any location during normal business hours for the purpose of removing any Digipearl Equipment. The Customer agrees to not hinder Digipearl in doing all things necessary to recover Equipment, and the Customer acknowledges that it will not in any circumstances assert any lien over Digipearl's Equipment or any right or entitlement to such a lien.