



Service Schedule Nexon Broadband

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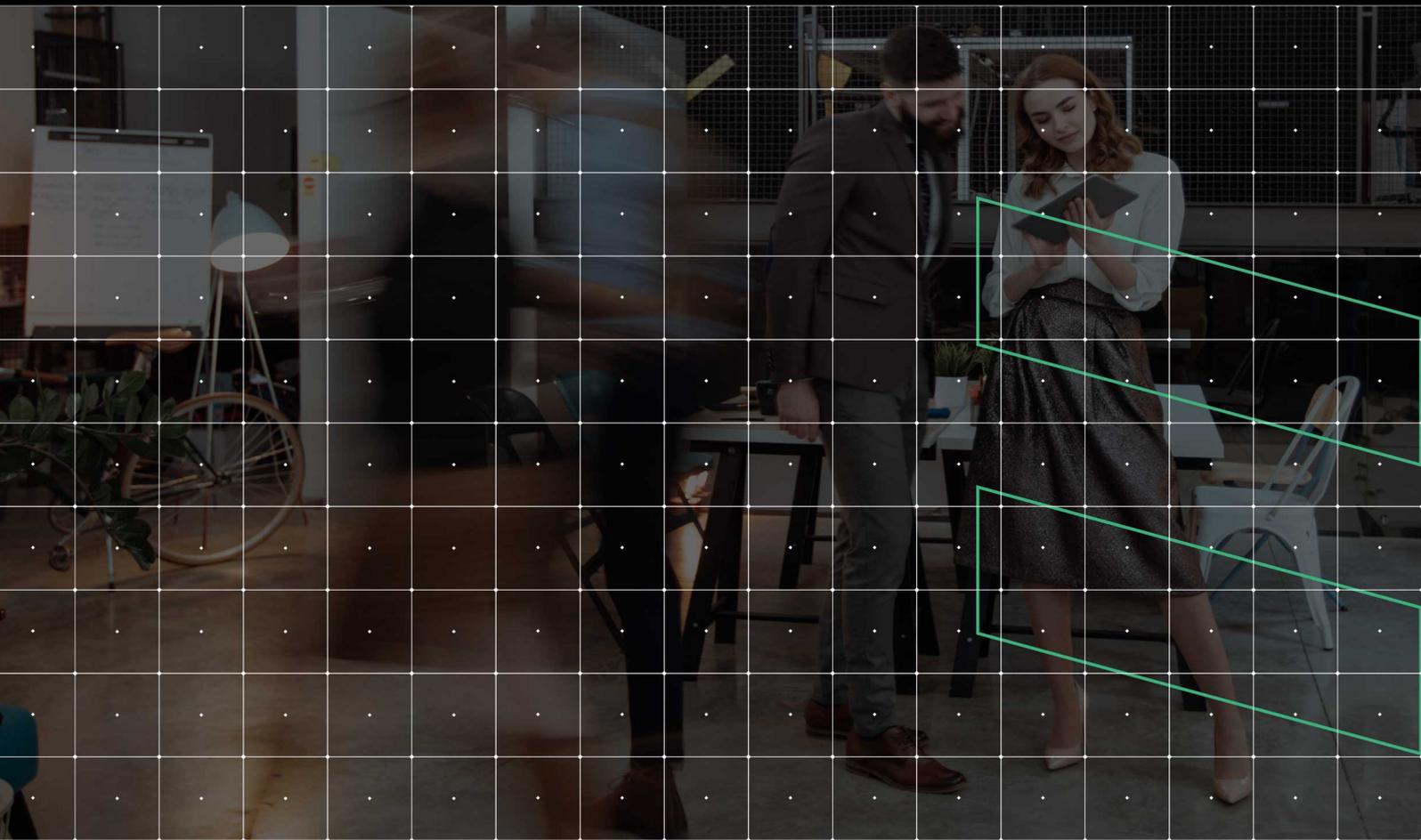
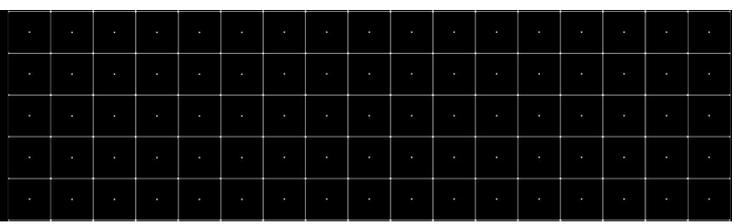


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1 Service Description

This Service Schedule applies to the delivery of Services. This Service Schedule will apply to the first and any subsequent Orders for the Service. Nexon will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Orders, all of which are binding on the Customer. The Customer must use the Services (and must ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Orders and all applicable laws.

1.1 Applicable Services

The Service is for the supply of: a NBN Broadband Service; or a 3rd Party Broadband Service, over the NBN Co Network and Nexon network and/or 3rd Party network whether as a layer 2 service or a layer 3 service.

2 Provision of Services

2.1 Bandwidth Check

All quotes are subject to a check of Nexon's infrastructure and capacity constraints. If the check indicates that there would be a requirement for additional infrastructure, capacity, or cost, Nexon may cancel any existing quote and issue a replacement. This replacement quote may also propose a Feasibility Study under clause 2.2.

2.2 Feasibility

- a) Where You request a Feasibility Study or Nexon requires one to be done, You must pay the applicable Feasibility Study Charge.
- b) Nexon will refund the Feasibility Study Charge to You where:
 - i) You order the Service within the validity period of the study;
 - ii) Nexon notifies You of the results of the Feasibility Study and You confirm that You wish to proceed with the Order for the Service; or
 - iii) Nexon completes the provisioning of the Service without notifying You of the results of the Feasibility Study.
- c) If the result of the Feasibility Study is that additional infrastructure is required for Nexon to provision the Service, Nexon will advise You of any additional Charges that will apply. If You do not agree to pay those additional Charges, the Order will terminate. Nexon may invoice You for any reasonable provisioning costs Nexon has incurred up to the date of termination of the Order.

2.3 Carrier fees and charges

For Services Nexon orders:

- a) there may be an upfront build charge or cost which You will be required to pay (Build Charge). This Build Charge may be adjusted higher retrospectively, e.g. by NBN, if they determine that the actual cost they will incur is higher. You agree that a telecoms carrier passes on a higher Build Charge to Nexon, Nexon may pass it onto You; or
- b) there may be a deferred build charge or cost agreed by Nexon and the relevant telecoms carrier, which is divided by the total number of Sites (Premise Amount). You agree that if a Service is cancelled, Nexon may pass onto you the relevant Premise Amount cost, which is usually but not always: 10% of the Premise Amount during the planning phase, 30% of the Premise Amount during the design phase, and 85% of the Premise Amount during the build or pre-delivery phase.

2.4 Provisioning

- a) Nexon will provision the Service to the Site by terminating the Service with Nexon demarcation Equipment. Nexon will provision the Service by the RFS Date in accordance with Good Industry Practice.
- b) Where a Third Party network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.
- c) Where the Third Party's network is operated by NBN, You acknowledge that there may not be a battery backup unit at a Site and that Nexon may provide its consent to NBN with respect to the absence of such a unit.

2.5 Access to Sites

- a) Where required, Nexon or its 3rd Pty suppliers will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Nexon supplies the Service.
- b) Nexon's obligation under clause 2.5(a) does not extend to:
 - i) entering into licence agreements with property owners, managers, or occupiers; and/or
 - ii) paying fees for the installation of its infrastructure.

2.6 Network Access Points

The Network Access Point in respect of each Site where Nexon supplies a Service will be at Nexon's demarcation point inside the Site.

2.7 Commissioning

Before making a Service available to You, Nexon will test the ports at the Network Access Point to ensure the Service is active.

2.8 Handover

On or before the estimated RFS Date for a Service, Nexon will make the Service available to You and give You written notice of such availability, warranting that Nexon has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:

- a) circuit identifiers; and
- b) configuration details; and
- c) may include a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to exercise Your right to use that Service in accordance with the Agreement.

2.9 Acceptance

An Order will be deemed to be accepted from the RFS Date and billing will commence on that date. If You notify Nexon of a failure of the Service to meet the Service Levels within 14 days of RFS Date, Nexon will rectify the fault and re-test the Service and repeat the steps in clauses 2.7 to this clause 2.9, effectively resetting the RFS Date.

2.10 If a Service cannot be made available at a Network Access Point

- a) Nexon's obligation to make a Service available at a Network Access Point by the RFS Date will be extended to reflect any delay in achieving the RFS Date caused or contributed to by You, any Third Party or a Force Majeure Event.
- b) Subject to clause 2.10(a), if Nexon fails to make a Service available to You at a Network Access Point within 60 days of the RFS Date applicable to that Network Access Point, You may, by notice in writing to Nexon:
 - i) request that the parties negotiate an alternative Network Access Point in good faith; and
 - ii) if the parties cannot agree on an alternative Network Access Point within 30 days, Nexon will have no further obligation in respect of the original Network Access Point and (as Your sole and exclusive remedy) You may terminate the affected Service by written notice to Nexon.

3 Your Obligations

3.1 Site Address

- a) You must provide accurate and complete Site address information to Nexon for use in qualifying each Service. You may be liable for any costs incurred by Nexon due to any incorrect, false or misleading information You provide.
- b) If You change a Site location prior to the delivery of the Service, You must pay Nexon's reasonable costs and fees (if any) arising from the change of Site.

3.2 Interconnection

- a) Where Nexon only provides the Service, You are responsible for procuring and installing (at Your own cost) any Customer Equipment necessary to connect Your network infrastructure to the Network Access Point.
- b) In circumstances where Nexon provides additional related services (including Nexon SDWAN, Nexon Campus and Nexon WiFi) interconnected to a Service, and You are unable to procure and install the Customer Equipment, You may request that Nexon do so on Your behalf. You agree to pay Nexon the costs associated with the equipment and its installation and acknowledge that such equipment is deemed Customer Equipment for the purposes of the Agreement unless they are referred to and included as part of those other Nexon services ordered by You.

3.3 Technical

When ordering the Service, You must provide all relevant technical details related to the Service as set out in the Order form. You acknowledge a delay in providing this information or missing information may delay the delivery of the Service.

3.4 Rack Space

You must supply the equivalent of 2 rack units of space at the Network Access Point to accommodate Nexon Equipment.

3.5 Power

The supply of power to equipment installed at the demarcation point is Your responsibility and must meet any relevant local laws, regulations and standards.

3.6 Heating/Cooling

You are responsible for ensuring that the Network Access Point temperature and humidity is within the below parameters:

- a) temperature is between 15 to 35 Celsius; and
- b) relative humidity is between 20% to 80%.

4 Access

The Service may be accessed by using:

- a) fibre;
- b) fixed wireless;
- c) a Nexon Port; or
- d) a Third Party network.

4.1 NBN Access Service

If the access service is NBN Traffic Class 2 & 4 then that service is available at 2 levels:

- a) TC-2 designed for priority business data; or,
- b) TC-4 designed for business internet and standard data services.

5 Maintenance

5.1 Planned Outages

Nexon will, wherever reasonably practical in the circumstances, give You at least 10 days prior notice of any Planned Outage Period (Proposed Outage) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

5.2 Service Disruptions

Nexon will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

6 Support

6.1 Support Requests

You must log a Support Request to the Service Desk promptly upon becoming aware of the fault.

6.2 Support Request Priorities

Support Requests are classified in accordance with the following categories:

- a) Priority 1 (P1) CRITICAL problem means a major incident critically affects customer's business operation. System often will be completely down. No work around available. Multiple users affected.
- b) Priority 2 (P2) HIGH problem means an incident resulting in severely degraded performance. High impact to business.

- c) Priority 3 (P3) MEDIUM problem means an incident causing functionality to be reduced or performance impaired affecting only a small section of the business. Impact is low. Often work around is available..
- d) Priority 4 (P4) LOW problem means a configuration or design advice required by the customer where there is no impact on the customer’s business.
- e) Priority 5 (P5) PLANNED event means planned and/or scheduled maintenance. Project work unless otherwise specified is considered P5 priority by default.

6.3 Support Request Tickets

Upon receiving a Support Request from You, the Service Desk will assign and issue a reference number to the request (Ticket).

6.4 Fault Restoration

Nexon will use reasonable endeavours to remedy each Support Request in accordance with the Restoration Targets. A Restoration Target is the time targeted by Nexon to return the service to full working order. The Restoration Time is the time taken by Nexon to return the service to full working order and may include field support. Where a fault is reported outside business hours the Restoration Target begins at the beginning of the next business day.

6.5 Restoration Updates

Nexon will provide periodic status updates by email, phone or in the portal for each Ticket.

6.6 Faults reported in error

If You report a fault to the Service Desk in circumstances where the Service disruption is not due to an issue within the Nexon provided Services (for example where unavailability of the Service is caused by Your Equipment) or the fault is due to damage caused by You, You will bear the cost of Nexon sending contractors to investigate the reported fault.

6.7 Closure of Tickets

When Nexon has resolved the Support Request, it will notify You that the Ticket is “closed”.

7 Service Credits

7.1 Activation delay

If a Service’s activation is delayed beyond Nexon’s estimated RFS Date, subject to the Service Credit conditions in 7.4, You may be able to claim a Service Credit. Service Credits are calculated as a percentage of the Installation Fee for that Service multiplied by the Service Credit Percentage outlined in the Service Credit table in 7.3 below:

7.2 Service unavailability

If a Service is unavailable during Charging Period, subject to the Service Credit conditions in 7.4, You may be able to claim a Service Credit. Service Credits are calculated as a percentage of the total monthly Recurring Charge for the affected Service multiplied by the Service Credit Percentage outlined in the Service Credit table in 7.3 below:

7.3 Service Credit Table

The following Service Credit table is used to calculate any applicable Service Credits:

Service Credits - Nexon Broadband

Activation delay	Service Credit %
Three (3) Business Days	10%
More than three (3) but less than ten (10) Business Days	40%
Ten (10) or more Business Days	100%
Service unavailability	Service Credit %
Between six (6) and twenty and a half (20.5) Business Hours	10%
More than twenty and a half (20.5) but less than Forty Two and a half (42.5) Business Hour	20%
More than Forty Two and a half (42.5) Business Hours	50%

7.4 Conditions

- a) Service credits are not available during periods of Excluded Unavailability.
- b) Where a Service Credit is available, the credit is Your sole and exclusive remedy in the event of the Service to meet the Service Availability target;
- c) You must apply for the Service credit by giving Nexon notice of the claim within thirty (30) calendar days of the end of the Charging Period to which the credit applies;
- d) A Service Credit can only be applied as a credit to Your account, and cannot be redeemed for cash;
- e) The maximum Service credit available for each Service in a Charging Period will not exceed fifty per cent (50%) of the relevant Charges for that Charging Period for that Service; and
- f) Service credits are not available if You have not paid all charges for Services when they are due and payable.
- g) Service credits are not available for any build fees and charges described in clause 2.3.

8 Changes

8.1 Relocations

- a) In the event You require a relocation of a Service to a new location, You must make a written request to Nexon in a manner nominated by Nexon. You acknowledge that not all Services can be relocated.
- b) Nexon will respond to Your request and advise, in its absolute discretion, You whether the Service can be relocated.
- c) Where the Service can be relocated, a once-off fee may apply as well as a change to the Charges.

8.2 Upgrades

You may at any time make a written request in a manner nominated by Nexon to upgrade the bandwidth of the Service. You acknowledge that a once-off upgrade fee and additional monthly Charges may apply.

8.3 Early Termination

You may, with 30 days' notice, make a written request to Nexon to terminate a Service(s). If you terminate a Service before the end of the Service Term, You acknowledge that an Early Termination Charge applies for any parts of the Service that were terminated during the Service Term equal to the total amount of all Charges payable for the Service for the period from the Termination Date to the end of the Service Term.

8.4 Order

If You make a request under clauses 8.1 or 8.2 which is accepted by Nexon, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Order which, upon execution, will replace the previous Order.

8.5 Variations by Third Parties

Without limiting Nexon's rights under any other clause of the Agreement, Nexon may on written notice to You vary this Service Schedule or a Order (excluding the Charges) if a Third Party's supply terms or agreement with Nexon is varied, terminated or replaced and as a result of that variation, termination or replacement, Nexon considers (on reasonable grounds) that a variation to this Service Schedule or the Order is necessary.

9 Defined Terms

Agreed Coverage Period means 8 hours a day, 5 days a week, 52 weeks a year.

Charges means the charges (exclusive of any Taxes) in respect of a Service as set out in the relevant Order.

Charging Period means the charging period applicable to a Service, as specified on the Order (and if not specified, a calendar month Charging Period applies).

Customer Equipment means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not managed by Nexon.

Early Termination Charge means a Charge payable for early termination of a Service set out 8.3

Excluded Unavailability means the number of minutes in month, rounded to the nearest minute that the Service is 'not available' due to:

- a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- b) the acts or omissions of any Third Party;
- c) any failure, incompatibility or error in the configuration of Customer Equipment (including cross-connect cables used by You to connect to the Services);
- d) Nexon suspending the Service in accordance with the Agreement;
- e) a Fault that arises and is resolved within a Planned Outage Period; or
- f) You exceed the maximum capacity of a port connection or any other rate limitation set out in the relevant Order;
- g) the Service is an unprotected Service; or
- h) a Force Majeure Event.

Facility or **POP** means each data centre or point of presence where Nexon will provide the Service, as listed in the relevant Order.

Installation Charge means any undiscounted once off Charges for the Service specified on the Order

NBN or **NBN Co** means NBN Co Limited (ACN 136 533 741).

NBN Broadband Service means a Broadband Service that is delivered using the NBN Co Network.

NBN Co Network means the NBN Co Fibre Network, the NBN Co FTTB Network, the NBN Co FTTN Network, the NBN Co FTTC Network, the NBN Co HFC Network, the NBN Co Satellite Network and the NBN Co Wireless Network as defined by NBN Co. (nbnc.com.au).

NBN Voice service means a voice service that is delivered using the NBN Co Network.

Network Access Point has the meaning given by clause 4.

Nexon Port is a port hand off in a Facility where Nexon has a network presence.

Planned Outage Period means the period during which Nexon, or a party on behalf of Nexon, may carry out work on its facilities, networks, or systems for any reason, including arising out of or in connection with:

- a) installation of infrastructure;
- b) maintenance requirements (including scheduled maintenance);
- c) infrastructure upgrades; and
- d) Network relocation.

RFS (ready for service) **Date** means the date the Service is available for use by the Customer.

Recurring Charge is the recurring charge for the Service in the applicable Charging Period.

Restoration Targets are as per table below: Restoration Targets – Networks.

Restoration Targets - Networks

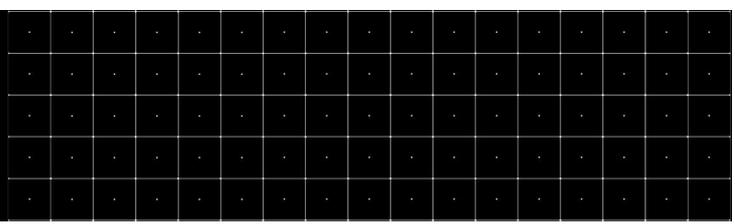
Product	Location	Support Request Classification			Service Desk
Networks SLA Categories		Critical	Major	Minor	SLA
Nexon Mobile Data	National/ Regional		P3 - End of three (3) Business Days	P5 - Subject to mutual agreement	Bronze
Nexon Broadband	Metro	P2 - End of next Business Day	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Bronze
	Regional	P2 - End of two (2) Business Days	P3 - End of three (3) Business Days	P5 - Subject to mutual agreement	
+ Nexon Mobile Data (Diverse Path)		P2 - End of next Business Day	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Silver
Nexon Ethernet	Metro	P1 - Four (4) hours	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Gold
	Regional		P2 - End of next Business Day	P5 - Subject to mutual agreement	
	Rural	P3 - End of three (3) Business Days	P5 - Subject to mutual agreement		
	Fixed Wireless	P1 - End of next Business Day	P3 - End of three (3) Business Days	P5 - Subject to mutual agreement	
+ Nexon Mobile Data (Diverse Path)		P1 - Four (4) hours	P3 - End of two (2) Business Days	P5 - Subject to mutual agreement	Gold Plus
+ Nexon Ethernet (Diverse path)		P1 - Four (4) hours	P2 - End of next Business Day	P5 - Subject to mutual agreement	Platinum
Nexon Port		P1 - Four (4) hours	P2 - End of next Business Day	P5 - Subject to mutual agreement	Platinum

Restoration Time is the time taken by Nexon to return a Service to full working order.

Service means each broadband connectivity service ordered by You to one or more Sites, as specified in an Order, and agreed to be supplied by Nexon under the Agreement.

Service Term in respect of a Service, means the minimum term for provision of that Service as set out in the relevant Order.

Site means each of Your physical premises, including Facilities, located at the site addresses specified in the Order.



Third Party means a person other than Nexon or its Affiliates (and their respective officers, employees, agents and subcontractors).