

## Ethernet Service Schedule

### 1. Definitions

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

**Access Network** means the part of the Encoo Network, or a third-party network provided by Encoo, that connects the Customer's location to the Core Network.

**Access Service** means a service used to transmit the Ethernet Service over the Access Network.

**Core Network** means the network that connects major national and international nodes of the Encoo network. The boundary between the Core Network and the Access Network is defined as the egress port facing the Access Network on core routers or switches.

**Encoo Network** means any telecommunications network, equipment, facilities, or cabling owned, controlled or utilised by Encoo.

**Customer** means the customer described in the SOW and any of its employees, subcontractors, agents, and representatives and includes references to "You" and "Your."

**End Users** mean a customer of the Customer.

**Protected Service** means a transmission service between two points whereby a failure in a transmission circuit or equipment within the Core Network related to the primary transmission path will automatically be rerouted via an alternate path, where available.

**Unprotected Service** means a transmission service between two points whereby a failure in a transmission circuit or equipment on the primary path between the two points would result in a full or partial failure of data transmission.

**Service Delivery Point** means the sites at which Encoo will install Encoo Equipment necessary to provide the Service Interface as specified in the SOW.

**Service Interface** means the physical interface at the Service Delivery Point by which the Customer connects to the Ethernet Multipoint Service.

**Standard Terms and Conditions** means the Channel Partner Wholesale Agreement or if applicable other standard terms and conditions between Encoo and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable SOW from time to time, available at <https://www.encoo.com.au/legal-documents> .

**UC Access** means an Ethernet service that is used to carry traffic for the SIP Trunk Service, Audio and Video Conferencing Service, UC 1 Service, and the Call Recording Service as defined in the Unified Comms Service Schedule that is available from Encoo.

**Encoo SLA** means the Encoo service level agreement which can be found at <https://www.encoo.com.au/legal-documents>, as updated from time to time.

**BGP** means Border Gateway Protocol version 4.

**DDoS** means distributed denial-of-service.

**DDOS Protection Service** means the distributed denial-of-service protection service which assists in attacks that attempt to make a Encoo and/or Customer network unavailable to its intended users.

**Fixed Wireless** means the wireless access technology used in providing a service to specific locations.

**FTTB** means the fibre to the building technology used in providing a service to specific locations.

**FTTC** means the fibre to the curb technology used in providing a service to specific locations.

**FTTN** means the fibre to the node technology used in providing a service to specific locations.

**FTTP** means the fibre to the premises technology used in providing a service to specific locations.

**NBN** is the National Broadband Network provided by NBN Co.

**NBN Co** means NBN Co Limited.

**NBN NTU** means a network termination unit supplied by NBN Co.

**NBN Service** means a Service supplied via the NBN.

**NBN TC-2** means an NBN Co network feature that enables support for latency sensitive interactive applications such as video conferencing and is delivered as a committed information rate with defined latency, jitter and loss characteristics.

**NBN TC-4** means an NBN Co network feature that is available across all NBN access technologies, supporting asymmetrical upload and download speeds and is best efforts, not suitable for business critical data applications.

## 2. Service Description

2.1. This Service Schedule applies to the following Ethernet services:

- a) Ethernet point to point or E-Line services;
- b) Ethernet multipoint or E-Lan services;
- c) Ethernet wholesale interconnect;
- d) UC Access; and
- e) Encoo Cloud Connect Services.

(collectively and individually referred to as 'Ethernet Service'). It will apply to the first and any subsequent SOWs for Ethernet Services executed by the Customer and Encoo.

2.2. Encoo will provide the Ethernet Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule, and any applicable SOWs, all of which are binding on the Customer. The Customer must use the Ethernet Services (and, where relevant, will ensure that

Your End Users use the Ethernet Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable SOWs, and all applicable laws.

- 2.3. The Ethernet Service is a layer 2 Ethernet service delivered over fibre and/or copper depending on the Network infrastructure.
- 2.4. The Ethernet Service is delivered between location/s and at the speed specified in the SOW for the Initial Term. The speed of an Ethernet Service is determined by the bandwidth of the Ethernet Service and not by the bandwidth of the Service Interface.
- 2.5. The Ethernet Service is provided over the Core Network and, depending on the service delivery locations, Access Networks.
- 2.6. The Core Network is capable of being configured to provide either a Protected Service or an Unprotected Service, as specified in the SOW. Where the SOW does not specify the Ethernet Service as being either a Protected or Unprotected Service, it is assumed to be an Unprotected Service.
- 2.7. The Access Network is unprotected, and the Ethernet Service does not include protection, redundancy, or diversity in the Access Network unless otherwise agreed by Encoo.
- 2.8. The Ethernet Service offers connections at a range of bandwidths from 10 Mbps to 10000 Mbps (10 Gbps) when deployed using optical fibre and at a range of bandwidths from 4Mbps to 40 Mbps when deployed using copper (including Ethernet over Copper) and is available within the coverage area of Encoo's Network and where there is sufficient spare infrastructure capacity. Encoo may offer other speeds where available and at the sole discretion of Encoo.
- 2.9. The Ethernet Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if it is technically and commercially viable.
- 2.10. Encoo will provide an Access service in accordance with the Access service schedule available from Encoo.

### 3. Service Provision

- 3.1. All circuits are subject to service qualification at the time of ordering.
- 3.2. Encoo will use reasonable endeavours considering relevant commercial, economic and operational matters to commence provisioning of the Ethernet Service in accordance with the service delivery targets set out in the Encoo SLA.
- 3.3. Encoo may vary the Ethernet Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.
- 3.4. Encoo reserves the right to undertake any action necessary to protect its network, including undertaking protection measures against a DDoS attack, and is not liable to the Customer as a result of such action.
- 3.5. The Customer acknowledges that any charges set out in the order for carrying out the Work are based on the information that the Customer has provided to Encoo. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of Encoo's negligence), the Customer must pay Encoo for any additional Services and Work required.

- 3.6. Encoo will provide a standards-based interface for the Customer to connect to the Encoo Equipment at the Customer Premises.
- 3.7. The Service Interface bandwidth must be equal to or greater than the bandwidth of the Ethernet Service or Services provided via the Service Interface.
- 3.8. All circuits proposed are subject to an onsite feasibility study that will determine if there are to be any upfront fees associated with delivering a service to the required location at the end customers premises. This study will be completed after an order has been placed. If any upfront fees are presented and the client chooses not to proceed then the partner will be able to cancel the order without penalty.

#### 4. Multiple Services on a Single Service Interface

- 4.1. The SOW sets out which of the following configuration options apply:
  - a) an individual Service Interface used for a single Ethernet Service; or
  - b) multiple Ethernet Services presented on an individual Service Interface.

#### 5. Ethernet Services

- 5.1. With respect to Ethernet Services delivered (including Ethernet over Copper), the Customer acknowledges that:
  - a) the speeds available to Customer are dependent on factors outside of Encoo's control including, without limitation, distance from the exchange, line quality, and hardware;
  - b) the speeds specified in the SOW are not guaranteed although the Customer will receive the maximum speed supported on the line up to the specified speed as specified in the SOW; and
  - c) Where the customer requests the traffic from multiple Ethernet Services be terminated on a single port, that port must be an Encoo network port or provided to the location over the Encoo fibre network.

#### 6. Service Provision

- 6.1. Encoo will use reasonable endeavours taking into account relevant commercial, economic, and operational matters to commence provisioning of the Ethernet Service in accordance with the service delivery targets set out in the Encoo SLA.
- 6.2. 6.2 Encoo may vary the Ethernet Service if reasonably required for technical, operational, and commercial reasons provided such variation does not have a material adverse effect on the Customer.

## 7. Service Level Agreement

7.1. Subject to the terms of the Standard Terms and Conditions, this Service Schedule, Encoo will provide the Services in accordance with the Encoo SLA which can be found at <https://www.encoo.com.au/legal-documents>, as updated from time to time.

## 8. Equipment

8.1. The Customer is responsible for the configuration, maintenance, and correct operation of any Customer or End User supplied or owned equipment or Channel Partner Supplied Items it uses in conjunction with the Ethernet Service and any third-party services the Customer uses in conjunction with the Ethernet Service.

8.2. Encoo is not liable for faults caused by:

- a) networking devices used by the Customer to terminate the Ethernet Services; or
- b) third parties to Customer or End User supplied or owned equipment or Channel Partner Supplied Items or other related services consumed by the Customer (e.g. services not provided by Encoo).

8.3. For Ethernet multipoint services, Customers are required to use layer 3 networking devices such as routers to connect the Ethernet Service to the Customer's network.

## 9. Encoo Cloud Connect Services

9.1. This clause 9 applies if an Encoo Service is ordered by the Customer.

9.2. The Customer is responsible for engaging and maintaining its relationship with the third-party cloud provider. Encoo is not liable in any way for any acts or omissions related to or in connection with the third-party cloud provider or its services. Encoo's responsibility ends at the network interface where the Encoo network connects to the third-party cloud provider.

9.3. Notwithstanding the SOW, only cloud providers approved by Encoo are available as an endpoint of an Encoo Service.

9.4. Encoo will provide the Encoo Service at the speed specified in the SOW. However, the Customer acknowledges that:

- a) the performance of the Encoo Service is subject to the service provided by the third-party cloud provider, which is not within Encoo's control; and
- b) where the speed of the Encoo Service specified in the SOW is lower than the speed used by the third-party cloud provider, data frames may be dropped at ingress to the Encoo network. It is the Customer's responsibility to ensure utilisation of the Encoo Service is not attempted at a speed in excess of the Encoo Service provided by Encoo.

9.5. Encoo may use a third-party intermediate network (for example, an Ethernet exchange) to provide the Encoo Service.

## 10. Relocations

- 10.1. In the event the Customer requires a relocation of the Ethernet Service to a new location, it must give Encoo a written request in a manner nominated by Encoo. The Customer acknowledges that not all Ethernet Services can be relocated.
- 10.2. Encoo will respond to the request and advise the Customer whether the Ethernet Services can be relocated.
- 10.3. In the event the Ethernet Services can be relocated, a once-off fee may apply, as well as a change to the monthly recurring fee for the Ethernet Service as a result of the relocation.

## 11. Upgrades

- 11.1. The Customer may request that the Service be upgraded, being where the existing service is upgraded. The Customer acknowledges that not all Services can be upgraded, and some upgrades may disrupt the Service.
- 11.2. Encoo will advise at its absolute discretion, the Customer whether the Services can be upgraded.
- 11.3. A once-off upgrade fee and additional monthly fees may apply

## 12. Early Terminations and Order changes

- 12.1. The customer must pay the remainder of the contract in full if they wish to terminate the agreement early.
- 12.2. The following charges are applicable for the withdrawal of an order during the provisioning phase
  - a) Service not ordered with the upstream carrier, 20% of the total contract value including any CPEs or backup Access Services;
  - b) Upstream carrier has accepted the order but has yet undertaken any design activities, 40% of the total contract value including any CPEs or backup Access Services;
  - c) Upstream carrier has started the design but has yet to undertake any build activities, 80% of the total contract value including any CPEs or backup Access Services;
  - d) Upstream carrier has commenced the build, a flat fee of \$20,000 ex GST;
  - e) Immediately after the build phase before order completion, a flat fee of \$20,000 ex GST;
- 12.3. Changes to the project scope during the provisioning phase must be submitted to the Encoo project manager via a change request form. Additional fees may apply as determined by Encoo.

### 13. Service Qualification and Feasibility Studies

- 13.1. All orders for Ethernet Services are subject to a service qualification and/or a feasibility study.
- 13.2. The Customer must ensure accurate and complete site address information is provided for each qualification. Any costs incurred by Encoo due to incorrect, false or misleading information provided by the Customer may be charged to the Customer.
- 13.3. A feasibility study may identify additional costs to provide the Ethernet Service to the Customer's nominated location. Any such costs are additional to any fees quoted or agreed in the SOW. Where additional costs are identified, Encoo will seek agreement from the Customer prior to proceeding with an order. Where a Customer elects not to proceed with an order, the order will be cancelled and the Customer agrees to pay for the cost of any feasibility study and any provisioning costs already incurred by Encoo as set out in Section 12.
- 13.4. The fee for the feasibility study will be advised to the Customer at the time the order is placed. If the Customer proceeds to place an order for the Ethernet Service that was the subject of the completed feasibility study and that order is within any validity period for that feasibility study, the fee for the feasibility study will be waived, unless Encoo has incurred third party costs for provision of the feasibility study in which case that charge will be passed on to the Customer.

### 14. NBN TC-2 and TC-4

- 14.1. This Service Schedule applies to Services delivered to the Customer using a NBN TC-2 or TC-4 Service.
- 14.2. The NBN Service may be supplied as either:
  - a) an asymmetric access whereby the downstream speed is greater than the upstream speed; or
  - b) a symmetric access whereby the downstream and upstream speeds are the same
- 14.3. An NBN Asymmetric Access is supplied as a best effort service and the actual speed may vary depending on current conditions within the NBN Network and Encoo Infrastructure at any particular time.
- 14.4. An NBN Symmetric Access is supplied with a committed speed based on NBN Co's "Traffic Class 2" service as per technical specifications set by NBN Co available at [www.nbnco.com.au](http://www.nbnco.com.au) as updated from time to time.
- 14.5. The speed of the NBN Service, as specified in the SOW, is a theoretical maximum speed only. Actual speed observed will depend on:
  - a) type of technology deployed by NBN Co to the Customer Premises;
  - b) where the NBN Service is delivered using FTTN, FTTB, FTTP or FTTC or HFC; factors including the length, type, quality, condition, number of joints, electrical interference (both internal and external) and weather conditions affecting copper cable within the Customer's Premises

and between the Customer's Premises and the NBN node where the copper cable terminates;

- c) where the NBN Service is delivered using Fixed Wireless (excluding satellite access services), factors including, but not limited to, signal reception, interference, line of sight issues, premises cabling quality and condition, and weather conditions.
- d) overheads of the transmission protocols used;
- e) the size of the packets transmitted;
- f) any contention or congestion in the networks used in the transmission;
- g) characteristics and configuration of hardware and software employed in the transmission including that of any Customer or End User supplied or owned equipment or Channel Partner Supplied Items

14.6. Depending on the type of NBN service installed, NBN will connected the service to either the MDF (Main Distribution Frame) or an NTD (Network Termination Device) onsite. The Customer is responsible for any cabling from the MDF or NTD to where the End User's or Customers equipment is located.

14.7. The Customer may be liable for an additional charge as dictated by NBN Co if

- a) The Customer's or End User's site is a new development;
- b) The Customer or End User chooses to have a new line connected;
- c) The Customer or End User requests a 2<sup>nd</sup> NBN service.

14.8. The Customer must:

- a) only utilise the NBN Service using equipment supplied by NBN Co and or equipment that is ACMA approved telecommunications equipment;
- b) ensure that the Customer or End User supplied or owned equipment or Channel Partner Supplied Items is compatible with the NBN, NBN supplied NTU and or Encco Equipment; and
- c) install, or arrange for the installation of, all the required equipment supplied generally by NBN Co to connect to NBN.

14.9. The Customer acknowledges that:

- a) the NBN Service is available in selected locations where the NBN is connected, ready for use and is subject to availability;
- b) Encco does not guarantee that any equipment supplied by either NBN Co or Encco, including but not limited to the Service Interface, will be compatible with any Customer or End User supplied or owned equipment or Channel Partner Supplied Items ;
- c) Encco does not guarantee that the Customer's connection speed made available through NBN will achieve the theoretical maximum connection speed at any given time; and
- d) the NBN Service may not operate in the event of a mains power failure unless an uninterrupted power supply unit is installed by the Customer.



## 15. Fair use Policy

- 15.1. All Encoo Services are subject to the Encoo fair usage policy which can be found at <https://www.encoo.com.au/legal-documents>, as updated from time to time.

## 16. LTE

- 18.1. LTE Data SIMs proposed for NBN/DSL tails include 5GB of data, excess data charges are outlined in the Channel Partner price book.
- 18.2. When used in parallel with an Encoo Ethernet circuit, LTE Data SIM's proposed for Ethernet circuits are not subject to a cap on data usage except to the extent that usage is contrary to the Encoo fair usage policy.
- 18.3. LTE is via Telstra LTE Network and best effort only, and subject to building/area coverage restrictions. Customer must accept the risk it presents and should site survey before ordering.

## 17. Satellite

- 17.1. Encoo Satellite – is a two-way satellite-based internet service provided on networks operated by NBN Co, StarLink or another LEO satellite service provider as advised to the Customer.
- 17.2. The Starlink Service and any other LEO satellite service is provided using a best-effort transmission service using the Low Earth Orbit (LEO) Satellite Network.
- 17.3. Service Location: In relation to service location, the Customer accepts the following Encoo Satellite limitations.
- Service Plans supplied at a 'fixed location' will be provided to the end customer's location specified in the SOW, using the Encoo Satellite equipment and other equipment specified in the SOW.
  - Service Plans supplied with 'mobility' enabled will enable the Customer to relocate their Service anywhere within Australia at no extra charge. Service mobility outside of Australia is not guaranteed.
  - The Encoo Satellite terminal is required to be installed with an uninterrupted field of view to the sky. Failure to install correctly may affect service performance.
- 17.4. Speeds and Traffic Priority: In relation to speeds and traffic priority, the Customer accepts the following Satellite limitations.
- Encoo Satellite is a best effort service. Actual throughput may be less than the maximum speed provided.
  - Dependent on the Service Plan, a monthly volume of traffic will be prioritised above non-prioritised traffic. The volume of prioritised traffic is specified in the Service Plan.

- 17.5. IP Addresses: IP addresses (static or dynamic) for the Encoo Satellite Service are determined by Encoo. We reserve the right to change their policy on IP addressing.
- 17.6. Encoo Satellite Customer Acknowledgements: In relation to the Encoo Satellite Service, the Customer acknowledges that:
- there exists no contractual obligation between the Encoo Satellite provider and the Customer;
  - its use of the Encoo Satellite Service and equipment is at its own risk. The Service is not suited or intended as a mission-critical or safety-of-life service;
  - it is using a public, unfiltered internet connection and should take all precautions for the security and filtering of the Customer's or End User's information;
  - it is solely responsible for any loss or damage to its equipment, device or to any information or other data that may result from the use of the Encoo Satellite Service;
  - there may be interruptions, delays, omissions, inaccuracies with the Encoo Satellite Service and that it may not always be available;
  - the Encoo Satellite Service is subject to the Acceptable Use Policy, which are available at: [www.encoo.com.au/legal](http://www.encoo.com.au/legal);
  - Encoo is not responsible for removing the Encoo Satellite equipment at the end of the Fixed Term; and
- 17.7. Customer self-installation:
- Encoo will send the Encoo Satellite equipment to the Customer; and
  - the Customer acknowledges that it is responsible for all installation activities. Encoo makes no guarantees about self-installation support
- 17.8. Equipment modifications: Modifications or alternations (including changes that are cosmetic in nature) to the Encoo Satellite equipment may affect Service performance. The Customer must not modify any Encoo Satellite equipment in a manner that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, without Encoo's approval. To maintain the Manufacturer's Limited Warranty, all modifications made by the Customer to the Encoo Satellite equipment must be approved by Encoo in writing. At Encoo's sole discretion, if we determine that your installation or modification of Encoo Satellite equipment has resulted in a material degradation of the Service or equipment, the equipment warranty may be voided.
- 17.9. Installation for Use on Moving Vehicles: The Customer agrees to take proper precautions if installing Encoo Satellite equipment to be used on a moving vehicle or vessel. The Customer is responsible for ensuring that the antenna mount is installed on a structurally sound, horizontal surface. The Customer acknowledges that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. The Customer must not mount Encoo Satellite equipment on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount.

- 17.10. In-Motion Use Prohibited: The Customer must not install or use Encoo Satellite equipment on a moving vehicle or vessel unless Encoo Satellite has designated the specific Kit model and/or mount for in-motion use.
- 17.11. Business and Mobility Service Plans. Business and certain mobility Service Plans are allocated a certain amount of data for 'Priority Access'. Priority Access data under business and certain mobility Service Plans are given network priority over all other data on the Encoo Satellite network. After Priority Access data is exhausted each month based on your data limits set per Service Plan, Encoo will throttle your upload and download speeds for business and mobility Service Plans unless additional Priority Access is purchased. Business and mobility customers who have exhausted their Priority Access and not purchased additional data will experience slower speeds and reduced performance compared to Priority Access. Throttled services will result in degradation or unavailability of certain services or applications, such as streaming video, gaming, or other bandwidth intensive applications. For business Service Plans, data usage between 11pm and 7am will not count toward Priority Access data limits. For mobility Service Plans, your data usage will count toward the Priority Access limits any time you use Encoo Satellite.
- 17.12. Changes: Encoo may change or discontinue Encoo Satellite Service, Charges and the terms of this Service Schedule from time to time under the following conditions:
- Encoo will provide at least 30 days' notice prior to making any material changes to these terms;
  - Encoo will pass through any supplier price changes from Encoo Satellite to the Customer during the contract term; and
  - by continuing to use the Service after the notice period, the Customer agrees to any changes notified by Encoo pursuant to this clause.

## 18.Fixed Wireless

- 18.1. At the End User's or Customers site the Service is delivered in the following options
- Roof Mast holding a Radio and Antenna;
  - cabling from the Roof Mast to a Service Delivery Unit in the Customer or End User's communications room;
  - Service Delivery Unit;
  - a Power Supply for the Radios and the Service Delivery Unit;
  - an Ethernet cable to connect Encoo Equipment to the End User's or Customer's equipment.

## 19.Exclusions and Force Majeure:

- 19.1. Encoo is not responsible for damage to any equipment after delivery, or for the operation of the equipment or the Services resulting from:

- a) manual repointing of the antenna;
- b) repair, modification, or disassembly of equipment by anyone other than Encoo, our upstream carriers or their authorised agent;
- c) failure to follow instructions, including by obstructing the Encoo Satellite kit's field of view;
- d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God;
- e) spills of food or liquids on equipment;
- f) planned or emergency maintenance on the network;
- g) problems with the Customer's or End User's electrical power or network equipment;
- h) misuse, abuse, accident, vandalism, alteration, or neglect;
- i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the equipment;
- j) use in combination with devices not provided or approved by Encoo;
- k) inability to obtain or maintain necessary permissions, authorisations, or permits;
- l) events not reasonably within Encoo's control;
- m) with respect to any incident caused by your breach of the Agreement; or
- n) where you have failed to pay any Charges to us as and when due and payable.