

Introduction

- 1.1 This document must be reviewed alongside the Master Services Agreement between Netbay Free WiFi and the Customer. It outlines the product description, pricing, and service level agreement related to the provision of ethernet access services on the Netbay Free WiFi network for residential and business connections serviced by the following access technologies: a) Fibre to the Premises (FTTP); and b) Fibre to the Basement (FTTB).
- 1.2 Nothing in this Schedule prohibits a Customer from ordering a service that Netbay Free WiFi is obligated to provide under an ACCC directive or determination made pursuant to Part XIC of the Competition and Consumer Act 2010 (Cth), provided that Netbay Free WiFi is legally required to offer such a service. The parties intend for this Schedule to apply and override all such directives and determinations to the extent legally permissible. Please refer to the ACCC website for applicable final access determinations for the Local Bitstream Access Service:
<https://www.accc.gov.au/regulated-infrastructure/communications/fixed-line-services>.
- 1.3 This Product Schedule pertains to wholesale services offered by our wholesale business unit. When it concerns Local Access Lines supplying Residential Customers, it should be interpreted as subject to and consistent with the requirements of Part 8 of the Telco Act. This ensures that the products are available to Carriers and Carriage Service Providers on an open access and non-discriminatory basis, as legally required.

Definitions and Interpretation of the Agreement

- 2.1 Terms defined in Netbay Free WiFi Master Service Agreement have the same meaning as in the Agreement. The following further terms have the following meanings:
 - Local Access Line** has the meaning given to that term in Part 8 of the Telco Act.
 - Netbay Free WiFi Customer** means the software portal provided by Netbay Free WiFi with its wholesale Customers.
 - Netbay Free WiFi Access Services or NAS** has the meaning in paragraph 3 of this Schedule
 - NNI** means Network to Network Interface
 - Network Termination Device or NTD** means the network termination device at or associated with the end user premises which in the case of fibre to the premises, will be an Optical Network Terminal (ONT).
 - Point of Interconnect** means the locations made available by Netbay Free WiFi for NNI connections to Netbay's network.
 - Residential Customer** has the meaning given to that term in Part 8 of the Telco Act.
 - RSP Portal** means our portal for communication with our wholesale Customers.
 - Service Qualification or SQ** means information provided to you detailing addresses where our services are available and any location specific access terms.
 - Telco Act** means Telecommunications Act 1997 (Cth).



Product Description

- 3.1 Products available for Customer to order with Netbay Free WiFi are detailed in the Price List section of this Schedule and include the following:
- a) Netbay Free WiFi – Fibre – Ethernet Access Service – Residential
- 3.2 Netbay Free WiFi Access Services comprise layer 3 bitstream ethernet delivered to the Ethernet port of the End User premises NTD.
- 3.3 For each Residential Fibre Ethernet Access Service, the nominated service speed in the product name indicates the rated maximum configured throughput of the NTD Ethernet port in both downstream and upstream directions. However, it does not assure that the specified speed will be consistently attainable by the End User at any given time. The actual operating throughput for a specific service may fall below the indicated maximum port speed due to various factors, including, but not limited to, network overhead, current demand exceeding the basis of provisioning, network conditions within the RSP's network, or general network conditions across the broader Internet.

Netbay Free WiFi Access Service Pricelist

4.1 Layer 3 Ethernet Access Service for Residential

Plan Type	Speed Tier	Wholesale Monthly Price (ex.GST)
Residential	100/40mbps	\$50.00
Residential	200/40mbps	\$60.00

*Availability subject to SQ

4.2 Pricing notes:

- a) Speed tiers refer to upload and download speeds.
- b) Each plan is bundled with a bandwidth allocation equivalent to the speed tier and the Customer must manage the service to be within that bandwidth allocation.

4.3 Other fees

Description	Frequency	Price (ex. GST)
New Development Fee	Once-off	\$272.50
Service Activation	Once-off	\$50
Call out – no fault found – business hour – per hour	Once-off	\$150
Call out – no fault found – non-business hour – per hour	Once-off	\$225
Travel time to regional or remote locations	Per hour	\$85

General

- 5.1 To order a service, you will need to contact our sales team info@netbaywifi.com.au to get the service order form.
- 5.2 Fees will be invoiced and are due on a monthly basis based on the calendar month. The Customers will have 14 days from the invoice date. For the initial and final



months of service, Netbay Free WiFi will issue an invoice with prorated amount of the monthly fee based on the proportion of days the service was active relative to the total number of days in the month.

Service Activation

- 6.1 The service activation time will be depending on the infrastructure:
- a) With existing infrastructure, service will be activated on the second business day from acceptance of the Service Order.
 - b) If no in place infrastructure exists for metro locations, service activation time will be 5 business days from acceptance of the Service Order. For other locations, 5 business days in addition to the travel time for remote areas.
 - No in place infrastructure means that the service is qualified and fibre available, but additional installation is required for service activation.
- 6.2 The service activation days are counted from the successful Service Qualification of the End User location and the acceptance of a Sales Order by Netbay Free WiFi.

Faults and Service Requests

- 7.1 Restoration or completion time depends on the types of service request:

Service Request Type	Restoration Time – Metro Area	Restoration Time – Regional Area
Critical Fault	End of the following business day	End of 3 business days
Major Fault	End of 2 business days	End of 4 business days
Minor Fault	End of 3 business days	End of 5 business days
Other request	End of 7 business days / As agreed	End of 10 business days / As agreed

Severity: Our NoC will assign a severity level to an issue based on the criteria below in consultation with the Customer.

Critical Fault: Service to the entire site is disrupted, and all End Users are unable to access the service. Issues of this severity must be reported via phone call.

Major Fault: A significant portion of the Network is either down or experience severe degradation, rendering the service unusable for 50% or more of End Users.

Minor Fault: Services are degraded, and specific parts of the network infrastructure are affected, causing noticeable service degradation for 25% or more End Users.

Fault Restoration Time: Duration between reporting a fault to the Lightning Wholesale Network Operations Centre, indicating a disruption in the normal operation of a service (with adequate details for troubleshooting), and the resolution of the fault by Lightning Wholesale. This resolution may involve a workaround that addresses the issue. The Fault Restoration Time does not account for delays for which responsibility is excluded pursuant to paragraph 5. If a fault is reported outside of business hours, the restoration target commences at the beginning of the next business day.

End User and Developer Obligations

If the Customer identifies any faults in the service, they should promptly report them to Netbay Free WiFi with adequate details to facilitate troubleshooting. End users are



accountable for isolating and rectifying service faults within their equipment and their own network, if application.

Exclusions

Netbay Free WiFi is not responsible for:

- a) Faults resulting from actions or inactions, including breaches of obligations, by the Customer or its Personnel as outlined in this Agreement.
- b) Modifications carried out by their parties independently of Netbay Free WiFi.
- c) Faults arising from hardware or software provided by the Customer (Customer Provided Equipment or CPE), or if the Customer does not operate the service in accordance with Netbay Free WiFi Fair Use Terms or normal operation guidelines.
- d) With Netbay Free WiFi sole opinion, a planned outage is required to maintain the network at an optimum operating performance.
- e) The End User has not cooperated with Netbay Free WiFi or its agents, including denying or delaying access to the End User site.
- f) Any failure resulting from a Force Majeure Event, including backhaul interruptions.

Faults and Request Escalation Process

Service request	Contact details
Faults reports	Support Team Email: support@netbay.com.au
Complaints	Operation Team: info@netbay.com.au
All urgent issues and critical problems are to be reported by telephone to 1300 733 215, and confirmed by email to support@netbay.com.au	

Netbay Free WiFi



Signed by the parties as an agreement.

Signed by [insert name RSP and its ACN]

In accordance with section 127 of the Corporations Act 2001:

Signed by Director

Name of Director

Date