

1 Gigafly Price List

1.1 Residential pricing for Gigafly Layer 2 Ethernet Bitstream Services is location dependent as detailed below.

Category A

Product Name	Description	Setup	Monthly
GW-RESI-12-12	12Mbps / 12Mbps	\$0.00	\$27.23
GW-RESI-25-25	25Mbps / 25Mbps	\$0.00	\$36.36
GW-RESI-50-50	50Mbps / 50Mbps	\$0.00	\$45.45
GW-RESI-100-100*	100Mbps / 100Mbps	\$0.00	\$54.55
GW-RESI-250-100*	250Mbps / 100Mbps	\$0.00	\$72.73
GW-RESI-500-200*	500Mbps / 200Mbps	\$0.00	\$100.00
GW-RESI-1000-250*	1000Mbps / 250Mbps	\$0.00	\$108.18
* Availability subject to Service Qualification			

Category B

Product Name	Description	Setup	Monthly
GW-RESI-25-25	25Mbps / 25Mbps	\$0.00	\$22.73
GW-RESI-50-50	50Mbps / 50Mbps	\$0.00	\$31.82
GW-RESI-100-100*	100Mbps / 100Mbps	\$0.00	\$54.55
GW-RESI-250-100*	250Mbps / 100Mbps	\$0.00	\$72.73
GW-RESI-500-200*	500Mbps / 200Mbps	\$0.00	\$90.91
GW-RESI-1000*	Not Offered		
* Availability subject to Service Qualification			



All locations belong to Category A unless specified in the following table.

Venue	Address	Category
Albermarle Street	38 Albermarle Street, Kensington VIC 3031	B

- 1.2 All fees are excluding GST and payable monthly in arrears, on payment terms of 14 days from the date of invoice.
- 1.3 Services can be ordered by completing the order form via the Gigafly Portal.
- 1.4 Fees will be invoiced and paid on a calendar monthly basis. In the first and last month of the Service, Gigafly will invoice a proportion of the monthly fee equal to the number of days the Service was active divided by the total number of days in the month.
- 1.5 All Gigafly plans are bundled with a bandwidth allocation equivalent to the speed tier assigned. Gigafly does not charge CVC.
- 1.6 All services are residential services only and are not intended for enterprise or wholesale use. Any use of a service for enterprise or wholesale purposes or the resale of the service other than to a single customer occupying the connected premise is unauthorised. Where we believe on reasonable grounds a service is being used for an unauthorised service we may, in addition to all other remedies, either restrict or suspend the service.



2 Product Description

- 2.1 Gigafly Services are layer 2 ethernet bitstream services that are delivered to the End User premises NTD Ethernet port and are bundled with network AVC. With respect to the services:
- a) Each RSP will be allocated a Service VLAN during onboarding and Gigafly services shall terminate to this VLAN and pass to the RSP as tagged traffic via the Network to Network Interface (NNI) at the nominated Gigafly Point of Interconnect (POI).
 - b) Gigafly services are only available with the rates as detailed in the Price List section of this Schedule. Some services are also subject to service qualification to ensure the speeds can be provided at the location.
- 2.2 The service speed nominated in the name of each Gigafly product refers to the maximum configured throughput of the NTD ethernet port in both downstream and upstream directions. Gigafly does not guarantee that End Users will always achieve these speeds at any particular time. Various factors such as network overheads, current demand, network conditions both within the RSP's network and in the wider internet may cause the achieved operating throughput to be lower than the indicated maximum port speed.

3 Network to Network Interface (NNI)

- 3.1 Customers are required to connect to one or more of our POI's as detailed below. When a new service is ordered and an existing NNI is selected as the handoff point, a double-tagged vlan will be provided to you by Gigafly along with relevant circuit identifier. Services may be handed off at the customer side on a 1000Mbps ethernet port, with a 1500 byte MTU as standard.

State	Data Centre
Queensland	Next DC – B1
New South Wales	Next DC – S1
Victoria	Next DC – M1

- 3.2 NNI fees are as detailed in the table below:

Product Name	Description	Setup	Monthly
10GB Port	Data centre hand off port	\$1,100	\$0

- 3.3 NNI Pricing notes:

- (a) Excludes cross connect cost (Customer to arrange and pay for cross connect)
- (b) Minimum term of 12 months applies to NNI and site aggregation fees
- (c) All fees are including GST



4 Exclusions

Notwithstanding anything else in this Agreement, Gigafly is not responsible for:

- a) Any faults that result from the Customer's actions, inaction, or breach of obligations as outlined in this Agreement.
- b) Planned outages that, in the sole opinion of Gigafly, are necessary to maintain the Network's optimum operating performance.
- c) Modifications made by third parties independently of Gigafly.
- d) Faults caused by hardware or software supplied by the End User (Customer Provided Equipment or CPE), or the End User not operating the service according to Gigafly's terms.
- e) The End User not cooperating with Gigafly or its agents, including denying or delaying access to the End User Site.
- f) Any failures resulting from a Force Majeure Event, including any backhaul interruptions.

5 Escalation Process

Level	Description	Email	Phone
Level 1	Initial Service Assurance request	Gigafly Team support@gigafly.com.au	1300 444 239
Level 2	Missed SLAs or escalations	Network Operations Centre noc@gigafly.com.au	07 3177 1165
Level 3	Major Escalations and Complaints	Head of Network Operations andrew.cox@Gigafly.com.au	0402 777 352
Level 4	Disputes and major issue resolution	Chief Executive Officer David.wadley@gigafly.co	07 3177 1111



6 Pricing Terms

- 6.1 This document is to be read in conjunction with the Retailer Service Agreement between Gigafly and the Customer and details the product description and pricing associated with the delivery of ethernet bitstream services on the Gigafly network for residential connections.
- 6.2 This Product Schedule relates to wholesale services provided by our wholesale business unit so that the products are available to Carriers and Carriage Service Providers on an open access and non-discriminatory basis.
- 6.3 Available services are subject to any access technology or location specific service limitations detailed in this schedule, on the Gigafly Website and in the Gigafly Service Qualification.
- 6.4 Unless otherwise indicated with respect to Services in this Schedule, the Network Demarcation Point is the ethernet port on the NTD.



7 Definitions and interpretation

7.1 Terms defined in Gigafly Retailer Service Agreement have the same meaning as in that 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.

Gigafly Website means our website at <https://www.gigafly.com.au/>

Gigafly Portal means the software portal provided by Gigafly for communication with its wholesale Customers.

Network Access Virtual Circuit or AVC means the bandwidth allocated to a Gigafly product.

NNI means Network to Network Interface

Network Termination Device or NTD means the network termination device at or associated with the end user premises.

Point of Interconnect means the locations made available by Gigafly for NNI connections to Gigafly's Network.

Residential Customer has the meaning given to that term in Part 8 of the Telco Act.

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)



Received and accepted by the Customer

SIGNED by [insert name of RSP and its ACN]

in accordance with section 127 of the Corporations Act 2001:

Name of Director

Name of Secretary

Signature of Director

Signature of Secretary

Date

Date