

ETHERNET SERVICE SCHEDULE

1 DEFINITIONS

1.1 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 Vocus network, or a third party network provided by Vocus, that connects the Customer's location to the Core Network.

Core Network means the network that connects major national and international nodes of the Vocus 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.

Customer means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to "You" and "Your".

Ethernet over Copper means a bonded digital subscription line transmission technology over copper.

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.

Service Delivery Point means the sites at which Vocus will install Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

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 standard terms and conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.com.au/legal-contracts>.

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 Vocus.

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.

VCC Service means a Vocus cloud connect service that provides an Ethernet link between the Customer's location and a Vocus approved third party cloud provider.

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

Vocus SLA means the Vocus service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as updated from time to time.

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; and
- (d) UC Access,

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

2.2 Vocus will provide the Ethernet Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, 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 Service Orders and all applicable laws.

2.3 The Ethernet Service is a layer 2 Ethernet service delivered over fibre and/or copper

depending on the Vocus Network infrastructure.

- 2.4 The Ethernet Service is delivered between location/s and at the speed specified in the Service Order 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 Unprotected Service, as specified in the Service Order. Where the Service Order does not specify the Ethernet Service as being either a Protected or Unprotected Service, it is assumed to be a Protected 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 Vocus.
- 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 Vocus' Network and where there is sufficient spare infrastructure capacity. Vocus may offer other speeds where available and at the sole discretion of Vocus.
- 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.

3 CONNECTION TO THE SERVICE

- 3.1 Vocus will provide a standards based interface for the Customer to connect to the Vocus Equipment at the Customer Premises.
- 3.2 The Service Interface bandwidth must be equal to or greater than the bandwidth of the Ethernet Service or Services provided via the Service Interface.

4 MULTIPLE SERVICES ON A SINGLE SERVICE INTERFACE

- 4.1 The Service Order 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 OVER COPPER

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

6 SERVICE PROVISION

- 6.1 Vocus 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 Vocus SLA.
- 6.2 Vocus 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 Vocus will provide the Service in accordance with the Vocus SLA.

8 EQUIPMENT

Customer Equipment

- 8.1 The Customer is responsible for the configuration, maintenance and correct operation of any Customer Equipment it uses in conjunction with the Ethernet Service and any third party services the Customer uses in conjunction with the Ethernet Service.
- 8.2 Vocus 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 Equipment or other related services consumed by the Customer (e.g services not provided by Vocus).

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 VOCUS CLOUD CONNECT SERVICE

9.1 This clause 9 applies if a VCC Service is ordered by the Customer.

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

9.3 Notwithstanding the Service Order, only cloud providers approved by Vocus are available as an end point of a VCC Service.

9.4 Vocus will provide the VCC Service at the speed specified in the Service Order. However the Customer acknowledges that:

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

9.5 Vocus may use a 3rd party intermediate network (for example an Ethernet exchange) to provide the VCC Service.

10 RELOCATIONS

10.1 In the event the Customer requires a relocation of the Ethernet Service to a new location, it must give to Vocus a written request in a manner nominated by Vocus. The Customer acknowledges that not all Ethernet Services can be relocated.

10.2 Vocus 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 Ethernet Service be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service.

11.2 A once-off upgrade fee and additional monthly fees may apply.

12 NBN SERVICE TERMS

12.1 Notwithstanding anything else in this Service Schedule or the Standard Terms and Conditions:

- (a) to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which Customer may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, Customer must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel in connection with the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this Service Schedule;

- (b) sub-paragraph (a) does not apply to a claim by Customer for loss or damage suffered or incurred by Customer arising from or in connection with:

- (i) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel or third party suppliers;

- (ii) the death or personal injury of any person to the extent caused or contributed to by:
 - (A) negligent or willful acts or omissions of NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
 - (B) any equipment or network owned, operated or controlled by NBN Co Ltd;
- (c) Vocus may assign the benefit of this section to NBN Co Ltd or its nominee without consent or, to the extent that consent is required, Customer hereby gives that consent;
- (d) To the extent that the Customer resupplies the Service, Customer must include sub-paragraph (a), sub-

paragraph (b) and sub-paragraph (c) in its contracts with downstream customers and End Users as though:

- (i) references to "Customer" were references to the relevant downstream customer or End User;
- (ii) references to "this Agreement" were references to the contract between Customer and the relevant downstream customer or End User; and
- (iii) the reference to "Vocus" in clause sub-paragraph (c) were a reference to Customer.