

IP WAN 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 Circuit is a transmission circuit that connects a Customer's site to the MPLS Core Network using Vocus Ethernet or a third party network.

ADSL and VDSL mean digital subscriber line transmission technology over copper.

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

End Users means a customer of the Customer.

Ethernet over Copper means Ethernet in the first mile connection that uses twisted copper wire.

IP WAN is an IP Private Network instance overlaid onto the Vocus MPLS Core Network.

IP WAN (Managed) Service is a monitored and managed IP WAN service.

IP WAN (Self-Managed) Service is a self-managed IP WAN service.

MPLS Core Network is the network comprised of Vocus maintained core routers and switches, over which the IP WAN and other services are provided.

NTD means the network terminal device supplied by NBN Co which terminates the fibre optic connections from NBN.

NTU means networking termination unit which terminates an Access Circuit at a Customer Premises.

Private Network means the network between customer locations where traffic is transmitted via an Access Circuit into the MPLS Core Network, maintained as a private virtual routed IP network overlay.

Professional Services Rate Card means the document setting out Vocus' then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

Required Equipment means:

- (a) the Service Interface;
- (b) a modem; and
- (c) any additional equipment that may be required for the Customer's particular computer, network and telephone requirements.

Router means the router which Vocus provides to the Customer as part of the IP WAN (Managed) Service.

Services mean the IP WAN Services, UC Access service and the VCC Service whichever is applicable.

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 IP WAN service.

Service Requests means a request from the Customer for information, advice, add, move, change or access to an IT Function.

Software means any software Vocus supplies to the Customer for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

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 Access Circuit which is delivered over an IP WAN (Managed) Service that is used to carry the IP Tel Service, Audio and Video Conference, UC 1 Service and the Call Recording Service as defined in the Unified Comms Service Schedule that is available from Vocus.

VCC Service means a Vocus Cloud Connect service that provides an Access Circuit between the Customer's IP WAN and a Vocus approved third party cloud provider.

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. THE SERVICES

- 2.1. This Service Schedule is for the supply of an IP WAN or one or more Access Circuits (collectively and individually referred to as **IP WAN Services**), UC Access service or a VCC Service. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.
- 2.2. Vocus will provide the Services and VCC Service 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 Services and VCC Service (and, where applicable, will ensure that its End Users use the 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. Vocus may vary the Service or VCC Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

3. SERVICE DESCRIPTION

- 3.1. The IP WAN Service provides connectivity between customer locations where traffic is transmitted via an Access Circuit into the IP WAN.
- 3.2. The MPLS Core Network is configured with automatic failover to redundant transmission and/or equipment. Access Circuits are not provided with redundant transmission or equipment unless agreed otherwise.
- 3.3. Each Access Circuit will be delivered at the speed specified in the Service Order, between the MPLS Core Network and the nominated Customer locations specified in the Service Order and for the period specified in the Service Order.
- 3.4. Each Service is delivered as either IP WAN (Managed) Service or IP WAN (Self-Managed) Service as specified in the Service Order.
- 3.5. The speed of the IP WAN Service is determined by the bandwidth of the IP WAN Service and not by the bandwidth of the Service Interface.
- 3.6. With respect to IP WAN Services delivered

over copper (including Ethernet over Copper, ADSL and VDSL), the Customer acknowledges that:

- (a) the speeds available to the Customer are dependent on factors outside of Vocus' control including, without limitation, distance from the exchange, phone line quality and hardware; and
- (b) the speeds specified in the Service Order are not guaranteed although the Customer will receive the maximum speed supported on the copper line up to the speed specified in the Service Order.

4. ACCESS CIRCUITS

- 4.1. A Customer site may be connected to the MPLS Core Network via either:
 - (a) an Access Circuit over Vocus Ethernet, or
 - (b) an Access Circuit over a Supplier's Network.
- 4.2. The Customer acknowledges that not all Service Interfaces are available at all Customer's Premises. Vocus will provide a Service Interface for the Customer to connect to the Access Circuit at the Service Delivery Point.
- 4.3. Vocus will provision the IP WAN Service to the Customer site by terminating the IP WAN Service with Vocus Equipment which may be an NTU, suitable patch panel or a patch cable. It is the Customer's responsibility to install and maintain any cabling between the Vocus Equipment and the Customer Equipment.
- 4.4. The Customer must ensure that any Vocus Equipment is maintained in good working order, is located in an environmentally controlled location and is secure. Vocus Equipment must be located such that the equipment manufacturer's environmental conditions are met. These conditions are available upon request to Vocus.

5. IP WAN (MANAGED) SERVICE

- 5.1. The IP WAN (Managed) Service includes:
 - (a) the provision of the Router;
 - (b) all initial and ongoing configuration of Vocus Equipment;
 - (c) shipping of Vocus Equipment to a Customer designated location for

Customer self-installation where applicable;

- (d) post installation testing of the Vocus Equipment;
- (e) ongoing backup and storage of Vocus Equipment configuration information; and
- (f) ongoing software upgrades to the Vocus Equipment as needed and determined by Vocus.

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.

6. IP WAN (SELF-MANAGED) SERVICE

- 6.1. If the Service Order specifies delivery of the IP WAN Service as an IP WAN (Self-Managed) Service, the Customer is responsible for the supply, management and monitoring of the layer 3 router.
- 6.2. The IP WAN (Self-Managed) Service includes:
 - (a) all initial and ongoing configuration of Vocus Equipment;
 - (b) shipping of Vocus Equipment to a Customer designated location for Customer self-installation where applicable;
 - (c) post installation testing of the Vocus Equipment; and
 - (d) ongoing software upgrades to the Vocus Equipment as needed and determined by Vocus.

7. VCC SERVICE

- 7.1. This clause 7 also applies if a VCC Service is ordered by the Customer.
- 7.2. 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.
- 7.3. Notwithstanding the Service Order, only cloud providers approved by Vocus are available as an end point of a VCC Service.
- 7.4. 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

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

8. SERVICE QUALIFICATION & FEASIBILITY STUDIES

- 8.1. All orders for IP WAN Services are subject to a service qualification and/or a feasibility study.
- 8.2. The Customer must ensure accurate and complete site address information is provided to Vocus for use in qualifying each IP WAN Service. Any costs incurred by Vocus due to incorrect, false or misleading information provided by the Customer may be charged to the Customer.
- 8.3. If the Customer changes the site locations prior to the delivery of the IP WAN Service, the Customer must pay Vocus' reasonable costs and fees (if any) arising from the change of site.
- 8.4. A feasibility study may identify additional costs to provide then IP WAN Service to the Customer's nominated location. Any such costs are additional to any fees quoted or agreed in the Service Order. Where additional costs are identified, Vocus 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 reasonable provisioning costs already incurred by Vocus.
- 8.5. 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 IP WAN 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 Vocus has incurred third party costs for provision of the feasibility study in which case that charge will

be passed on to the Customer.

9. CANCELLATION PRIOR TO COMPLETION

- 9.1. If a Service is cancelled during provisioning and before completion including where Vocus cancels as a result of the Customer refusing to provide any information or access necessary for Vocus to provision the Service, Customer must pay Vocus for any costs incurred as a result of feasibility studies, work already completed and any costs incurred as a result of Vocus cancelling orders submitted to third party providers.

10. RELOCATIONS

- 10.1. In the event the Customer requires a relocation of the 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 Services can be relocated.
- 10.2. Vocus will respond to the request and advise the Customer whether the Services can be relocated.
- 10.3. In the event the Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the 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 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. SERVICE LEVEL AGREEMENT

- 12.1. Vocus will provide the Service in accordance with the Vocus SLA.
- 12.2. The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Vocus are within the Service before reporting the fault.
- 12.3. Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

13. SERVICES PROVIDED VIA NBN

- 13.1. Where the Service is provided via the National Broadband Network (**NBN**) provided by NBN Co Limited (**NBN Co**), this clause 13 applies.

13.2. The Customer must:

- (a) only access the Service using equipment supplied by NBN Co and or equipment that is ACMA approved telecommunications equipment.
- (b) ensure that an uninterrupted power supply is installed and acknowledges that the Service will not operate in the event of a mains power failure.
- (c) ensure that the Customer Equipment is compatible with the NBN service; and
- (d) install, or arrange for the installation of, all the required equipment supplied generally by NBN Co to connect to NBN.

13.3. The Customer acknowledges that:

- (a) the Service is only available in locations in which NBN is connected and ready for use and is subject to availability;
- (b) Vocus does not guarantee that the Service Interface or other Software will be compatible with any Customer Equipment connected by a network and/or network structure;
- (c) Vocus does not guarantee that the Customer's connection speed made available through NBN will achieve the theoretical maximum connection speed at any given time.

13.4. Vocus will arrange and coordinate the activation of the Customer's Service via NBN and will notify the Customer of activation of network.

13.5. Equipment

- (a) The operation of the Required Equipment and any repairs to it is the Customer's responsibility.
- (b) If the Customer notifies Vocus that the NTD contains faulty components, the Customer must undertake the trouble shooting steps as notified by Vocus from time to time. The Customer must give Vocus sufficient information to assess the components. If Vocus find that the relevant component is not faulty, Vocus may charge the Customer a service fee. Vocus will tell the Customer the amount of the service fee before Vocus test NTD.

- (c) The Customer is responsible for any damage, loss or theft of any equipment owned or provided by NBN Co. All NBN Co owned equipment remains the property of NBN Co. The Customer must not relocate, move within the Premises, or remove the equipment from the Premises at any time, unless instructed by Vocus or NBN Co.
- (d) The Customer must follow any instructions provided by Vocus or NBN Co regarding the care, use or storage of the NTD or other equipment owned or provided by NBN Co.

14. NBN SERVICE TERMS

14.1. 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.