

## BUSINESS CONTINUITY SERVICE SCHEDULE

- Australia -

### 1. DEFINITIONS

**“Authorised Declaration List”** means the written list of authorised personnel, as determined by the Customer and provided to Vocus, identifying which Customer personnel has the authority to issue Vocus a Disaster Notification.

**“Business Recovery Centre”** means the Vocus location of the BC Resources identified in the Service Order for use by the Customer in the event of a Disaster or for Rehearsal.

**“BC Resources”** means the resources specified in clause 2 as ordered in the Service Order at the Business Recovery Centre and other additional resources provided in the Service Order. For avoidance of doubt, tapes, consumables, voice and data transmission costs, access costs, networking and power consumption do not form the BC Resources unless specified in the Service Order.

**“Customer Equipment”** means any equipment necessary in addition to the BC Resources to operate the Customer’s business to the extent required by the Customer at the Business Recovery Centre.

**“Customer Handbook”** means the Vocus handbook provided to the Customer setting out the procedures relating to the Services of this Service Schedule.

**“Customer Site Location”** means the Customer’s site address identified in the Service Order that is applicable to this Business Continuity Service.

**“Disaster”** means any situation that arises after the RFS Date which has resulted or is likely to result in a disruption of operation at the Customer Site Location.

**“Disaster Notification”** means verbal notification immediately followed by written notification to Vocus by email to [noc@vocus.net](mailto:noc@vocus.net) by a person on the Authorised Declaration List that a Disaster in relation to the Customer Site Location has occurred for the purpose of obtaining access to the BC Resources.

**“Exclusion Zone”** means for the purposes of the Shared Plus BC Service:

- (a) where the Customer Site Location is part of a multi-tenanted building, that building; or
- (b) where the Customer Site Location is a single-tenanted building, the surrounding buildings (under a 100 meter radius) from the Customer Site Location identified in the Service Order as accepted by Vocus.

**“Invocation Period”** means the period commencing from the Disaster Notification until Vocus is notified in writing by the Customer that the Disaster has ceased.

**“Multiple Disaster”** means when two or more Vocus customers issue a Disaster Notification concurrently, and in such event, the respective customers shall share the BC Resources in accordance with clause 4.6 of this Service Schedule.

“**Notification Fee**” means the one time fee charged for each notification event upon the Customer notifying Vocus of a Disaster with a Disaster Notification and payable in accordance with the terms of the Service Schedule and the respective Service Order.

“**Rehearsal**” means an exercise by the Customer to conduct trials of some or all BC Resources requested using a rehearsal form provided by Vocus in accordance with clause 6 and the Customer Handbook.

## 2. THE SERVICE

2.1. This Service Schedule is for Business Continuity Services provided by Vocus. It will apply to the first and any subsequent Service Orders executed by the Customer and Vocus for Business Continuity Services. The Services will be provided in accordance with the following products (the Customer may purchase one or more of the products):

- (a) **Shared BC Service** - upon Vocus receiving a Disaster Notification and within the response time as prescribed in the Service Level Agreement in clause 10, the Customer will have access to the following BC Resources at the Business Recovery Centre specified in the Service Order:
- (i) Shared number of seats, PCs and desk telephones (with headsets) – the number ordered to be specified in the Service Order described as “Seats”;
  - (ii) Access to shared resources including: office facilities, fax machines, photocopiers, printers; meeting rooms/ command centre; kitchen facilities and preparation areas;
  - (iii) Storage of one Standard Operating Environment (SOE) image of the relevant Customer data with a maximum of 15GB at respective Business Recovery Centre. To avoid doubt, the Customer is responsible for updating the SOE image. Additional SOE images or additional memory may be ordered and specified in the Service Order;
  - (iv) Telephony service including one terminating number with one basic phone queue, and access up to a maximum of 100 call centre licenses shared with Vocus and its other customers. Any additional phone queues may be ordered and specified in the Service Order. Telephony rates and charges apply - see clause 7.

In addition to the BC Resources above, the Shared BC Service product includes one Rehearsal per annum.

- (b) **Shared Plus BC Service** – includes the Service of the Shared BC Service with Vocus not selling any Services under this Service Schedule to organisations within the Exclusion Zone.
- (c) **Dedicated BC Service** - upon Vocus receiving a Disaster Notification and within the response time as prescribed in the Service Level Agreement in clause 10, the Customer will have access to the following BC Resources at the Business Recovery Centre specified in the Service Order:
- (i) exclusive access to use a number of seats and desks – the number ordered to be specified in the Service Order described as “Seats”. To avoid doubt PCs, office facilities including but not limited to fax machines, photocopiers and printers, SOE, telephony, peripherals are not included; and

- (ii) shared access to common areas including kitchen facilities, meeting rooms and preparation areas.
- 2.2. Vocus' sole obligation is to provide the BC Resources specified above for each product. To the extent required, the Customer must provide the following (whether by contracting with Vocus if applicable or otherwise):
  - (a) Customer Equipment;
  - (b) Connectivity to the Business Recovery Centre including but not limited to connectivity to the Vocus communications sever from external datacentres;
  - (c) Networking capability outside the Business Recovery Centre (for example, Ethernet or WAN services);
  - (d) Patch cabling to the racks located within the Business Recovery's Centre's datacentre (this can only be provided by Vocus);
  - (e) For Shared BC Services and/or Shared Plus BC Services, updates to the SOE images; and
  - (f) For Dedicated BC Service, SOE images and associated updates and any other resources required for the dedicated environment.
- 2.3. Vocus expressly excludes any liability for any failure by the Customer to continue its business at the Business Recovery Centre as a result of any failure by the Customer to provide necessary items identified in clause 2.2.

### **3. STANDARD TERMS AND CONDITIONS APPLY**

- 3.1. The Services are subject to Vocus' standard terms and conditions available on the Vocus website at <http://www.vocus.com.au/legal-contracts> which terms and conditions are incorporated by reference. Defined terms in the standard terms and conditions have the same meaning in this Service Schedule unless expressed to the contrary.

### **4. VOCUS OBLIGATIONS**

- 4.1. Subject to clause 4.6, Vocus will grant the Customer access to BC Resources within four (4) hours of receipt of a Disaster Notification.
- 4.2. Vocus will assist the Customer during the Invocation Period by coordinating the Customer's visit to the Business Recovery Centre, notifying other Vocus entities as appropriate, and making available the BC Resources.
- 4.3. Vocus implements strict controls over who can access the Business Recovery Centre. The Customer must follow the Customer Handbook (as amended from time to time) and any guidelines on how authorised personnel can access the Business Recovery Centre.
- 4.4. Vocus will provide access to the Customer for scheduled Rehearsals as described in clause 6.
- 4.5. As agreed in the Service Order, Vocus may provide additional support services at additional charges stated in the Service Order

- 4.6. For Shared BC Service, Vocus will provide the Customer with access to, and use of the BC Resources, except when there is a Multiple Disaster. In that event, Vocus in consultation with affected Customers will make arrangements which, in Vocus' reasonable opinion, give the most equitable availability of the BC Resources for all parties. These arrangements, may involve setting an access schedule for office facilities, establishing shared usage, arranging access to an alternative hardware configuration, as determined by Vocus, and the Customer will have no claim against Vocus if access is restricted under this clause.
- 4.7. Vocus must maintain the BC Resources at a reasonable standard. If the Customer requests a change to the standard of BC Resources in writing, the parties may agree to upgrade the BC Resources at the cost of the Customer.
- 4.8. To the extent necessary to comply with the requirements under clause 4.7, Vocus may upgrade the BC Resources from time to time.

## **5. CUSTOMER OBLIGATIONS**

- 5.1. The Customer is responsible for pre-recovery procedures, development, testing and implementation of a viable and workable plan, including arranging Rehearsals, and for ensuring availability of backup tapes, data, media and other materials used for recovery, which is acknowledged by Vocus as Intellectual Property of the Customer.
- 5.2. The Customer must provide any additional security, subject to approval by Vocus, that the Customer deems necessary to protect the confidentiality and/or security of the Customer personnel, the Customer Equipment, the Customer's Confidential Information, software, documentation and other materials and property at all times. The Customer must effect insurance of all the Customer Equipment, application software and data files or other materials and property to be used in Service and Rehearsal, against damage, theft, fire, or any other associated risks.
- 5.3. The Customer is responsible for the scheduling and conducting of the initial Rehearsal followed by ongoing Rehearsals, and to ensure that its software licences used during Rehearsal and Invocation Period, are current and valid and comply with their respective vendor's licence agreement for both the hardware and software. The Customer must ensure supplied software operates correctly on BC Resources hardware or the Customer Equipment.
- 5.4. The Customer must notify Vocus of any changes to its existing environment or changes affecting the Service. The Customer must upgrade the BC Resources and Service with Vocus with the changes required and bears any associated costs.
- 5.5. The Customer is responsible for, and must bear all compatibility costs of equipment between the Customer's production hardware and the BC Resources, including software/hardware licenses and upgrades, patches, revision levels, micro code changes and related ongoing support for the Customer's products and services during the term of the Service.
- 5.6. Where a Dedicated Service is provided, the Customer is responsible for wear, tear and repair of equipment supplied.
- 5.7. Other than as specified in this Service Schedule and/or the Service Order, Vocus is not responsible to run, operate, maintain or take custody of, nor does it provide or supply any of the Customer Equipment, systems, network, software, hardware, data, materials or other

property of the Customer. The provision of the Service is to the extent that it is relevant in accordance with this Schedule.

- 5.8. Nothing in this Service Schedule and/or Service Order transfers to the Customer any ownership or title in software or Intellectual Property of Vocus that may be provided by Vocus in the delivery of the Service.
- 5.9. The Customer acknowledges it has read the Customer Handbook and must comply with the procedures in the Customer Handbook.
- 5.10. If the event of a Multiple Disaster and the Customer is required to operate the BC Resources with other Vocus customers, the Customer is responsible to maintain confidentiality associated with multiple entities working in the same office space. Vocus expressly excludes any liability for breaches of confidentiality in connection with, or in relation to multiple Vocus customers operating in the same Business Continuity Facility.

## **6. REHEARSAL**

- 6.1. When a scheduled Rehearsal occurs, Vocus must provide the Customer access to all or part of the BC Resources during Business Hours for the number of days as specified in the Service Order. Rehearsals are to be arranged by the Customer with a minimum of twenty one (21) days written notice. If the Customer cancels the scheduled Rehearsal, then Vocus will use its reasonable endeavours to re-schedule the Rehearsal.
- 6.2. Rehearsals are available at the rates set out in the Service Order. A cancellation fee may be applied by Vocus in the event the Customer provides notice to cancel the scheduled Rehearsal less than 24 hours before the scheduled Rehearsal start time.
- 6.3. If a Shared BC Service has been contracted by the Customer and another Vocus customer issues Vocus a Disaster Notification before or during a Rehearsal, the Rehearsal may be rescheduled at no extra charge to the Customer. Vocus is not liable for this interruption or required to refund the Customer for the Rehearsal Charges.

## **7. USAGE CHARGES**

- 7.1. In accordance with the usage rate card provided to the Customer with the Service Order or this Service Schedule, the Customer must pay (in addition to any set-up charges, Fixed Term Charge and/or monthly recurring charges specified in the Service Order) the following usage charges relating to:
  - (a) Disaster declarations and usage of the Business Recovery Centre upon a Disaster Notification;
  - (b) additional rehearsal days;
  - (c) technical support; and
  - (d) for Dedicated BC Services, power supplied to Customer Equipment from the RFS Date.

- 7.2. If the Customer does not receive this usage rate card under clause 7.1, the Customer must pay the usage charges as determined by Vocus from time to time, which is available upon request.
- 7.3. If the Customer is charged for power under clause 7.1(d), Vocus may estimate the power usage of the Customer at its sole and reasonable discretion.
- 7.4. If the Initial Term of the Service under this Service Schedule has expired, Vocus may amend (including increase) the usage charges from time to time for Services under this Service Schedule by issuing the Customer an updated rate card. New rates apply 30 days after receipt of the rate card. In such circumstances, the Customer must pay the usage charges in accordance with the updated rate card.

## **8. TELEPHONY RATES AND CHARGES**

- 8.1. Subject to clause 8.2, the Customer must pay the call rates and charges in accordance with the rate card provided with the Service Order. If the Customer does not receive this rate card with the Service Order, the Customer must pay the call rates and charges as determined by Vocus from time to time, which are available upon request.
- 8.2. Vocus may amend (including increase) the call and usage rates and charges from time to time for Services under this Service Schedule by issuing the Customer an updated rate card. New rates apply 30 days after receipt of the rate card. In such circumstances, the Customer must pay the call rates and charges in accordance with the updated rate card.

## **9. NO RESELLING OF SERVICES WITHOUT VOCUS CONSENT**

- 9.1. The Customer must not resell, assign or novate any Services under this Service Schedule to any third party or End User without the prior written consent of Vocus, which consent may be withheld at the absolute discretion of Vocus. To avoid doubt, Vocus would only provide consent to resell Services under this Service Schedule to only one End User at one Customer Site Location under each Service Order.
- 9.2. If the Customer breaches clause 9.1 or if the Customer resells the same ordered Service to multiple End Users, the Customer must indemnify Vocus any loss it suffers as a result of the breach and account any profit to Vocus the Customer receives arising in connection with, or in relation to the breach.
- 9.3. If Vocus provides consent under clause 9.1, the Customer must ensure the End User is made aware of the terms of this Service Schedule and Vocus' sole obligation is to provide the BC Resources specified in clause 2.1 for each product.
- 9.4. Vocus expressly excludes any liability and the Customer indemnifies Vocus for any failure by the Customer to ensure its End User is able to continue its business at the Business Recovery Centre as a result of any failure by the Customer or End User to provide necessary items identified in clause 2.2.

**10. SERVICE LEVEL AGREEMENT**

10.1. Vocus must provide the Services in accordance with the following Service Level:

**Response time to Disaster Notification: 4 hours**

10.2. Should in any given month the Service not perform to the above Service Level, Vocus will provide the Customer with a Service Level rebate in accordance with the following:

<b>Response to Disaster Notification</b>	< 4 hours	4 hours to < 5 hours.	5 hours to < 6 hours	7 hours to < 8 hours	> 8 hours
<b>% of monthly charge rebated</b>	0%	5%	10%	15%	20%

- 10.3. The Customer must provide the Disaster Notification in accordance with this Service Schedule and the procedure provided in the Customer Handbook.
- 10.4. A rebate is not payable in any form other than a credit to the Customer’s account and in any month is capped at 20% of the Monthly Service Charge for the affected Service.
- 10.5. A Service Level rebate claim must be submitted in writing within five Business Days from the delayed response time. Vocus will not be required to consider any claims submitted after five Business Days.
- 10.6. Once a claim is received, Vocus will review the event and calculate the rebate (if applicable) and credit it to the Customer’s account.
- 10.7. The Customer will not be entitled to claim a rebate to the extent the failure to provide the service within the required timeframe is caused directly or indirectly by:
  - (a) any act or omission of the Customer, including the failure to issue Vocus a Disaster Notification or any failure by the Customer to continue its business at the Business Recovery Centre as a result of any failure by the Customer to provide necessary items identified in clause 2.2;
  - (b) permitted suspension by Vocus of the Service; or
  - (c) Force Majeure.
- 10.8. Service Claims must be submitted via email to [src@vocus.com.au](mailto:src@vocus.com.au).