

BUSINESS CONTINUITY SERVICE SCHEDULE

- Australia -

1. DEFINITIONS

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:

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 Services identified in the Service Order for use by the Customer in the event of a Disaster or for Rehearsal.

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

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 as amended from time to time.

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 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 Services.

End Users means a customer of the Customer.

Exclusion Zone means:

- (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 2.6 of this Service Schedule.

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 5 and the Customer Handbook.

Services means any one or more of the services specified in clause 2 as stipulated in the Service Order at the Business Recovery Centre and other additional resources provided in the Service Order.

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 on the Vocus website at <http://www.vocus.com.au/legal-contracts>.

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 SERVICE

- 2.1. This Service Schedule is for the supply of Services. 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 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, 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 if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

2.4. Vocus will provide to the Customer any one or more of the following products as specified in the Service Order:

(a) **Shared BC Service** – subject to clause 2.6, upon Vocus receiving a Disaster Notification and within the response times as set out in the Vocus SLA, the Customer will have access to the following at the Business Recovery Centre specified in the Service Order:

(i) Shared seats, personal computers and desk telephones (with headsets) in the quantities specified in the Service Order described as “Seats”;

(ii) 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 provided where 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 provided where specified in the Service Order. Telephony rates and charges are payable in accordance with clause 6; and

(v) one Rehearsal per annum.

(b) **Shared Plus BC Service** – comprises the Shared BC Service provided on the condition that Vocus will not sell 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 set out in the Vocus SLA, the Customer will have access to the following at the Business Recovery Centre specified in the Service Order:

(i) exclusive access to use a number of seats and desks as specified in the Service Order described as “Seats”. To avoid doubt, the Dedicated BC Service does not include the provision of personal computers, office facilities fax machines, photocopiers and printers, SOE, telephony or peripherals; and

(ii) shared access to common areas including kitchen facilities, meeting rooms and preparation areas.

2.5. For avoidance of doubt, tapes, consumables, voice and data transmission costs, access costs, networking and power consumption are excluded from the Services unless specified in the Service Order.

2.6. With respect to the Shared BC Service, Vocus will provide the Customer with access to the resources except when there is a Multiple Disaster. In that event, Vocus, in consultation with affected Customers, will make arrangements which give the most equitable availability of the resources for all parties in Vocus’ reasonable opinion. These arrangements, may involve, as determined by Vocus, setting an access schedule for office facilities, establishing shared usage and arranging access to an alternative

hardware configuration, and Vocus is not liable to the Customer if access is restricted under this clause.

3. VOCUS OBLIGATIONS

- 3.1. Vocus will assist the Customer during the Invocation Period by coordinating the Customer's visit to the Business Recovery Centre and notifying other Vocus entities as appropriate.
- 3.2. Vocus implements strict controls over who can access the Business Recovery Centre. The Customer must follow the Customer Handbook and any guidelines on how authorised personnel can access the Business Recovery Centre.
- 3.3. Vocus must maintain the Services at a reasonable standard.

4. CUSTOMER OBLIGATIONS

- 4.1. To the extent required, the Customer must provide the following at its expense (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 Centre's datacentre (which can only be provided by Vocus);
 - (e) With respect to the Shared BC Service and the Shared Plus BC Service, updates to the SOE images; and
 - (f) With respect to the Dedicated BC Service, SOE images and associated updates and any other resources required for the dedicated environment.
- 4.2. 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 4.1. 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.

- 4.3. 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.
- 4.4. 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.
- 4.5. The Customer must notify Vocus of any changes to its existing environment. If variations are required to be made to the Service as a result of changes to the Customer's environment as determined by Vocus in consultation the Customer, the Customer must upgrade the Services at the Customer's cost.
- 4.6. The Customer is responsible for all compatibility costs of equipment between the Customer's production hardware and the Services, 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.
- 4.7. Where a Dedicated BC Service is provided, the Customer is responsible for wear, tear and repair of equipment supplied.
- 4.8. The Customer acknowledges it has read the Customer Handbook and must comply with the procedures in the Customer Handbook.
- 4.9. If the event of a Multiple Disaster and the Customer is required to operate the Services 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 Recovery Centre.

(d) for Dedicated BC Services, power supplied to Customer Equipment from the RFS Date.

5. REHEARSAL

- 5.1. 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.
- 5.2. Unless included with the Services, Rehearsals are available at the rates set out in the Service Order. If the Customer cancels the scheduled Rehearsal, then Vocus will use its reasonable endeavours to re-schedule the Rehearsal. 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.
- 5.3. 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 (if any).
- 5.4. 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 Vocus Infrastructure or the Customer Equipment.

6. USAGE CHARGES

- 6.1. Usage charges apply in accordance with the usage rate card provided to the Customer with the Service Order or otherwise, the Customer must pay (in addition to any set-up charges, Fixed Term Charge and/or monthly recurring charges specified in the Service Order) 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

- 6.2. If the Customer does not receive this usage rate card under clause 6.1, the Customer must pay the usage charges as determined by Vocus from time to time, which is available upon request.
- 6.3. If the Customer is charged for power under clause 6.1(d), Vocus may estimate the power usage of the Customer at its sole and reasonable discretion.
- 6.4. Upon the expiry of the Initial Term of the Service, Vocus may amend the usage charges for the Services from time to time by issuing to the Customer an updated rate card and giving 30 days' notice. The Customer must pay such amended usage charges.

7. TELEPHONY RATES AND CHARGES

- 7.1. Subject to clause 7.2, the Customer must pay the call rates and charges in accordance with the rate card provided with the Service Order or otherwise provided by Vocus to the Customer. 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.
- 7.2. Vocus may amend the call rates and charges applicable to the Services from time to time by issuing to the Customer an updated rate card and giving 30 days' notice. The Customer must pay such amended call rates and charges.

8. NO RESELLING OF SERVICES WITHOUT VOCUS CONSENT

- 8.1. 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.
- 8.2. If the Customer breaches clause 8.1, 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.
- 8.3. If Vocus provides consent under clause 8.1, the Customer must ensure the End User is made aware of and complies with the terms of this Service Schedule.



8.4. 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 4.1.