

ETHERNET SERVICE SCHEDULE (Including Vocus Cloud Connect) – Australia –

1. DEFINITIONS

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.

Business Hours means a period of time from 9am to 5pm on a day that is a Business Day.

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.

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. The service does not include protection or redundancy in the Access Network unless expressly agreed in writing by 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.

2. THE SERVICE

2.1. This Service Schedule is for the supply of any Ethernet circuit (**Ethernet Service**). It will apply to the first and any subsequent Service Orders executed by the Customer and Vocus.

2.2. The *Telecommunication Act 1997 (Act)* (NBN Anti-Cherry Picking provisions) prevents Vocus from providing certain services to small businesses with less than 15 employees. An exception applies where the small business is also a carrier or carriage service provider as defined in the Act. By agreeing to accept the service, the Customer represents and warrants to Vocus that either:

- a) it has more than 14 employees; or
- b) it is a carrier or carriage service provider, as defined in the Act.

2.3. If the Customer's number of employees falls to less than 15 at any time during the provision of the service, the Customer must notify Vocus in writing. In that event, if the Customer is not then a carrier or carriage service provider, Vocus may either:

- a) reduce the download transmission speed of the carriage service such that it is normally less than 25 megabits per second (such that it is not a superfast carriage service under the Act); or
- b) use its reasonable endeavours to transfer the service to a preferred wholesale supplier for the remainder of the Initial Term. If the customer does not accept the proposed transfer or Vocus is unable to source an appropriate wholesale supplier, the service will terminate termination fees may be payable by the Customer.

3. STANDARD TERMS AND CONDITIONS APPLY

3.1. The Service is subject to the Standard Terms and Conditions between Vocus and the Customer. Defined terms in the Standard Terms and Conditions have the same meaning in

this Service Schedule unless expressed to the contrary.

4. PROVISION OF SERVICE

- 4.1. Vocus will provide a standards based interface for the Customer to connect to the Vocus access device at each agreed location. The Customer may choose from the following interface types:
 - Electrical Fast Ethernet as per IEEE 802.3u
 - Optical Gigabit Ethernet as per IEEE802.3z
 - Copper Gigabit Ethernet as per IEE 802.3ab
 - Optical 10 Gigabit Ethernet as per IEEE 802.3ae
- 4.2. The Ethernet service delivered is Point to Point between the locations specified in the Service Order.
- 4.3. The Core Network is configured for protection with revertive failover. The Access Network is unprotected unless agreed otherwise.
- 4.4. The service will be delivered at the speed specified in the Service Order, between the two locations specified in the Service Order and for the period specified in the Service Order.
- 4.5. The service may be provided as a Protected Service or an Unprotected Service, as specified in the Service Order.
- 4.6. Where the Service Order does not specify a service as being either a Protected Service or an Unprotected Service, it is assumed to be a Protected Service, where the Vocus network provides Core Network protection between the locations specified in the Service Order.
- 4.7. 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.
- 4.8. With respect to Ethernet Services delivered over copper (including bonded DSL), 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; and
 - 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.
- 4.9. 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.

5. SERVICE INCREMENTS

- 5.1. 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 (bonded DSL) 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.

6. VCC SERVICE

- 6.1. This clause 6 applies if a VCC Service is ordered by the Customer.
- 6.2. 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.

- 6.3. Notwithstanding the Service Order, only cloud providers approved by Vocus are available as an end point of a VCC Service.
- 6.4. 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.
- 6.5. Vocus may use a 3rd party intermediate network (for example an Ethernet exchange) to provide the VCC Service.

7. FAULT REPORTING AND RESPONSE TIMES

- 7.1. Before reporting a fault to Vocus, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the customer's administrative domain.
- 7.2. Customers who rely on Vocus supplied Customer Premise Equipment (**CPE**) must specifically ensure that the Vocus CPE is receiving power and cooling as required to be operational.
- 7.3. As soon as the Customer has confirmed the fault is related to the Service supplied by Vocus, that fault must be reported to Vocus by means of the B2B interface or email or telephone call and a trouble ticket opened.
- 7.4. Vocus will respond to faults as per the following table:

Fault Level (Priority)	Target Response to Fault Logged via Email	Target Response to Fault Logged via Phone
P1 Fault (Service Down)	-	30 mins
P2 Fault (Service Significantly Impaired)	12 hours	4 hours
P3 Fault (Minor Issue)	24 hours	24 hours

- 7.5. Vocus will use its reasonable efforts to restore a Service within the times as per the following table:

Site Location	Vocus Target Restoration Time	
	Business Hours	Outside Business Hours
Brisbane, Melbourne, Perth, Sydney	4 hours	8 hours
Adelaide, Canberra	8 hours	12 hours
Other Points of Presence	8 hours	12 hours

- 7.6. Vocus does not guarantee that a Service will be restored within the times specified above however will use all reasonable efforts to restore a Service within the times specified.
- 7.7. The Vocus Target Restoration Time commences:
- a) After the fault has been notified to Vocus and Vocus has opened a trouble ticket; and
 - b) Once the fault has been categorised by Vocus as a P1 Fault.
- 7.8. The Vocus Target Restoration Time does not apply where:
- a) The fault is not a P1 Fault;
 - b) The Site Location is outside the metropolitan area of the listed city;
 - c) The Service is provided using a third party transmission service. The Target Restoration Time for a service delivered in whole or in part using a third party transmission service is the Vocus Target Restoration Time plus any target or estimated restoration time of the third party service;
 - d) Vocus is prevented access to the Service, including any Vocus Equipment;
 - e) Vocus diagnoses the fault as not with the Service; or
 - f) The fault is due to a Force Majeure Event.

8. SERVICE LEVEL AGREEMENT AND REBATES

- 8.1. Vocus provides the Ethernet Service with the following Service Levels:

Delivery Method	Service Availability Target	Period of Unavailability Target (Minutes/Month)
Ethernet (except Ethernet over Copper)	99.95%	22 mins
Ethernet over Copper	99.6%	178 mins

- 8.2. Should in any given month the Service not perform to the above Service Level, Vocus will provide the customer with a Service Level rebate.
- 8.3. The Customer must report the fault in accordance with clause 6. The following rebates will be provided in respect of valid claims:

Sum of all Outage time in a month	< 22 min.	22 min. to < 1 hour.	1 hour to < 2 hours	2 hours to < 4 hours	> 4 hours
% of Monthly Charge rebated	0%	5%	10%	15%	20%

- 8.4. 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.
- 8.5. A Service Level rebate claim must be submitted in writing within five Business Days from the date on which the fault was restored. Vocus will not be required to consider any claims submitted after five Business Days.
- 8.6. Once a claim is received, Vocus will review the event and calculate the rebate (if applicable) and credit it to the Customer's account.
- 8.7. The Customer will not be entitled to claim a rebate to the extent the outage is caused directly or indirectly by:
- a) any act or omission of the Customer;
 - b) failure of the Customer's equipment;
 - c) failure of services supplied by the Customer to the Vocus CPE;
 - d) Supplier Failure;

- e) Scheduled Maintenance;
- f) suspension by Vocus of the service in accordance with the Standard Terms and Conditions;
or
- g) Force Majeure.

8.8. Service Claims must be submitted via email to src@vocus.com.au.

9. SCHEDULED MAINTENANCE

9.1. Vocus requires from time to time the ability to perform maintenance on the network. Vocus must give notice via email to the technical and administrative contact listed on the Ethernet Service Order as follows:

Category	Notice Period	Duration	Period
Consultative	As Agreed by Parties	As Agreed by Parties	As Agreed by Parties
Planned Major	10 Business Days	< 60 mins	1am – 5am (AEST)
Planned Minor	5 Business Days	< 15 mins	1am – 5am (AEST)
Unplanned Minor	24 Hours	< 5 min	1am – 5am (AEST)
Emergency	as long as reasonably practicable	as short as reasonably practicable	-