

IP WAN SERVICE SCHEDULE

1. DEFINITIONS

24x7x4 means 24x7x365 with a four (4) hour response target.

24x7x365 means 24 hours per day, 7 days per week.

Business Hours means between the hours of 9am and 5pm, on a Business Day.

Customer means the Customer, as set out in the relevant Service Order, and includes references to "You" and "Your".

Customer Equipment means equipment supplied by the Customer or equipment sold to the Customer by Vocus.

GB means Gigabytes, or a 1024 MB.

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

IP/MPLS WAN is an IP/MPLS private network instance overlaid onto the Vocus IP/MPLS Core Network.

IP WAN Access Circuit is a transmission circuit that connects a Customer's site to the IP/MPLS Core Network.

IP WAN Internet Gateway has the meaning given in clause 12.

IP WAN Optional Services has the meaning given in clause 11.

MB means Megabytes or 1024 x 1024 bytes.

NTU means a Networking Termination Unit, which is Vocus Equipment, designed to terminate an IP WAN Access Circuit at a Customer site or other location.

Private Network has the meaning given in clause 4.1.

Service Levels means the service levels specified in section 21 of this Service Schedule.

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 www.vocus.com.au/legal.

Vocus Equipment means any equipment owned by Vocus and/or provided by Vocus to You for use in connection with the Services, other than equipment supplied by Vocus to You by outright sale. Vocus Equipment remains the property of Vocus at all times.

Vocus Ethernet means a transmission service between two points using Ethernet protocols and Vocus network infrastructure.

Vocus VPN Gateway means physical or virtual equipment owned and operated by Vocus and housed within a Vocus facility that provides termination of VPN connections from other VPN capable equipment or devices over the Internet. The VPN Gateway passes the data from the VPN connections to the Customer's Private Network, and vice versa.

VPN Services has the meaning given in clause 13.

WAN means Wide Area Network and refers to a network spanning multiple sites where a network service provider is typically required to provide transmission between Customer sites.

2. STANDARD TERMS AND CONDITIONS APPLY

The Service is subject to Vocus' Standard Terms and Conditions. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary.

3. THE SERVICES

- 3.1. This Service Schedule is for the supply of an **IP/MPLS WAN**, one or more **IP WAN Access Circuits** and associated **IP WAN Optional Services** (collectively and individually referred to as the **Services**). It will apply to the first and any subsequent Service Orders executed by the Customer and Vocus.
- 3.2. Vocus will provide the Services to You on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on You. You must use the Services (and will ensure that Your End Users use the Services) in accordance with this Service Schedule and all applicable laws.
- 3.3. The *Telecommunication Act 1979 (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 15 employees; or
 - (b) it is a carrier or carriage service provider, as defined in the Act.
- 3.4. 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 will use its reasonable endeavours to transfer the service to a preferred wholesale supplier for the remainder of the term. If the customer does not accept the proposed transfer or Vocus is unable to source an appropriate wholesale supplier, the service will terminate and termination fees may be payable.

4. SERVICE DESCRIPTION

- 4.1. The Service provides connectivity between customer locations whereby traffic is transmitted via an IP WAN Access Circuit into the IP/MPLS WAN, maintained as a private virtual routed IP network overlay (**Private Network**) on the Vocus IP/MPLS Core Network.
- 4.2. The IP/MPLS Core Network is configured with automatic failover to redundant transmission and/or equipment. IP WAN Access Circuits (being connections from the IP/MPLS Core Network to a customer site) are not provided with redundant transmission or equipment unless agreed otherwise.
- 4.3. The Service does not, by default, include any connectivity to the Internet. If the Customer wants to connect the IP WAN Core Network to the Internet, this is available as part of IP WAN Optional Services and additional fees apply.
- 4.4. Each IP WAN Access Circuit service will be delivered at the speed specified in the Service Order, between the Vocus MPLS network and the nominated Customer locations specified in the Service Order and for the period specified in the Service Order.

- 4.5. You may elect to use one or more IP WAN Optional Services provided by Vocus. These services are optional and require you to use the IP/MPLS WAN with one or more IP WAN Access Circuits.

5. IP/ WAN ACCESS CIRCUITS

- 5.1. A customer site may be connected, at Vocus' discretion, to the IP/MPLS Core Network via either:
- (a) Vocus Ethernet Access Circuit, or
 - (b) Third Party Access Circuit.

6. VOCUS ETHERNET ACCESS CIRCUITS

- 6.1. Vocus may use Vocus Ethernet to provide the underlying transmission for an IP WAN Access Circuit.
- 6.2. Vocus will provide a standards-based interface for the Customer to connect to the IP WAN Access Circuit at each agreed location. The Customer may choose from the following interface types where delivered via Vocus Ethernet:
- 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
- 6.3. Vocus will provision the service to the Customer site by terminating the Service with a Vocus supplied and owned NTU or to a suitable patch panel. It is the Customer's responsibility to install and maintain any cabling between the NTU or patch panel and the Vocus Equipment.

7. THIRD PARTY ACCESS CIRCUITS

- 7.1. Vocus may use a third party to provide the underlying transmission for an IP WAN Access Circuit (**Third Party Access Circuit**).
- 7.2. Vocus will charge Third Party Access Circuit costs relating to any IP WAN Access Circuit to the Customer. Vocus reserves the right to pass any price increases incurred for the Third Party Access Circuit on to the Customer.

8. IP ADDRESSING

- 8.1. IP addresses used within the Customer's IP/MPLS WAN and on the IP WAN Access Circuit are assigned by Vocus from Private Address Space, as defined in RFC 1918 from the Network Working Group of the Internet Engineering Task Force (**IETF**). Vocus, by default, will use private IP range 10.0.0.0/8, or a portion (subnet) thereof, within the Customer's IP WAN. If this conflicts with IP addresses used within the Customer's network, Vocus will work with the Customer to ensure no conflicts between Vocus and Customer IP addresses.
- 8.2. Where a Customer uses overlapping IP addressing at different sites, Customer agrees to change IP addressing to ensure no IP address conflicts across the network.

9. IP ROUTING

- 9.1. Vocus supports the use of the following routing methods with the Service:
- (a) Static routes;

- (b) Border Gateway Protocol (**BGP**) with private Autonomous System (**AS**) numbers; and
- (c) Routing Information Protocol version 2 (**RIPv2**). Available in Australia only.

9.2. Additional charges may apply for complex routing configurations that involve more than two (2) hours of consultation, design, configuration or testing. Any additional charges will be estimated and advised to the Customer for acceptance prior to work commencing.

10. QUALITY OF SERVICE

10.1. Quality of Service (**QoS**) is a set of technologies that allow different types of data to be given different levels of priority as the data enters and is transmitted over the Private Network.

10.2. Vocus provides the following QoS types for data transmitted over the Service:

- (a) Best Effort - where all traffic is transmitted over the Vocus network without QoS.
- (b) Simple QoS - where traffic is automatically classified and queued within the router.
- (c) Flexible QoS - where traffic is classified and queued according to the Customer's requirements.

10.3. Charges apply where Customer requests Vocus configure QoS on Vocus Equipment or Customer Equipment and these will be listed on the Service Order. Additional charges may apply where configuration of Flexible QoS involves more than two (2) hours of consultation, design, configuration or testing. Any additional charges will be estimated and advised to the Customer for acceptance prior to work commencing.

10.4. Where a customer elects to use Customer Equipment with QoS, the Customer is responsible for correct configuration of QoS within the router and ensuring IP packets are correctly modified so they are, in turn, correctly processed by the IP/MPLS Core Network.

11. IP WAN OPTIONAL SERVICES

11.1. IP WAN Optional Services include, but are not limited to:

- (a) IP WAN Internet Gateway, including an IP WAN Firewall Service; and
- (b) VPN Services.

12. IP WAN INTERNET GATEWAY

12.1. The IP WAN Internet Gateway provides Internet connectivity through a Vocus supplied and managed Firewall Service. The Firewall Service is described in the Vocus IaaS Services Schedule.

12.2. Any data transmitted through the IP WAN Internet Gateway incurs a fee according to the charging method selected by the Customer. The following charging methods are available:

- (a) Flat Rate (per Mbps) - where the charge is based on the speed of the Internet connection provided to the Customer's IP WAN Internet Gateway; or
- (b) Data Plan (per MB or per GB) - where the charge is based on a fixed charge for a fixed amount of data with an excess charge (per MB or per GB) should the fixed amount be exceeded.
- (c) 95th Percentile (per Mbps) - where the charge is based on actual speed used and calculated using a 95th percentile method over the billing period.

- (d) No Charging Method - where no charging method is selected for the IP WAN Internet Gateway, all traffic will be charged at a rate of \$0.005 per MB.

12.3. Vocus provide basic a firewall configuration. Additional charges may apply where configuration of firewall involves more than two (2) hours of consultation, design, configuration or testing. Any additional charges will be estimated and advised to the Customer for acceptance prior to work commencing.

13. VPN SERVICES

13.1. VPN Services include the following optional services:

- (a) Site-to-Site VPN, providing IPSec virtual network connections over the Internet from a Vocus VPN Gateway to the Customer's equipment;
- (b) Remote Access VPN, providing IPSec or SSL (where available) virtual network connections over the Internet from a Vocus VPN Gateway to Customer equipment.

13.2. It is the Customer's responsibility to configure, operate and maintain any Customer Equipment. Vocus does not guarantee that Customer Equipment will interoperate with the Vocus VPN Gateway.

13.3. Vocus does not provide technical support to the Customer in relation to Customer Equipment. If it is able to do so and has available staff, Vocus may at its discretion provide support of a general nature.

13.4. Any configuration assistance provided by Vocus in configuring Customer Equipment may be charged at the standard hourly rate.

13.5. Fees for Site-to-Site VPN, where applicable, are based on the number of sites and will be listed on the Service Order.

13.6. Fees for Remote Access VPN, where applicable, are based on the number of Customer end-users and will be listed on the Service Order.

14. CUSTOMER EQUIPMENT

14.1. Customer Equipment is the Customer's responsibility and must be installed, operated and maintained by the Customer.

14.2. Any configuration of Customer Equipment is the responsibility of the Customer. Vocus may elect, at its discretion, to partially or completely configure Customer Equipment or may provide the configuration information to the Customer for the Customer to configure the Customer Equipment or may not provide configuration information.

14.3. The Customer must maintain their own copy of any equipment configuration for backup purposes.

15. MANAGED ROUTER SERVICE

15.1. Customer may request in writing that Vocus supply a Managed Router Service.

15.2. The Managed Router Service includes:

- (a) Vocus Equipment – e.g. a router;
- (b) all initial and ongoing configuration of Vocus Equipment;

- (c) shipping of Vocus Equipment to a Customer designated location for Customer self-installation. Installation assistance from Vocus is available;
 - (d) post installation testing of the Vocus Equipment;
 - (e) ongoing backup and storage of Vocus Equipment configuration information;
 - (f) ongoing software upgrades to the Vocus Equipment as needed and determined by Vocus;
 - (g) On-site maintenance of the Vocus Equipment where hardware failure requires equipment to be serviced or replaced. On site-maintenance has the following features and limitations:
 - (i) on-site response by a technician with replacement hardware, in locations covered by Vocus' maintenance vendor. Vocus will determine when on-site response is required and only after the Customer contacts Vocus and Vocus determines that any fault is due to failure of the Vocus Equipment.
 - (ii) response targets of either (A) end of the next Business Day or (B) 24x7x4, as specified in the Service Order.
 - (iii) On-site maintenance response time commences once Vocus has determined the fault requires on-site maintenance and Vocus has lodged a request with Vocus' maintenance vendor for on-site maintenance.
 - (iv) Customer acknowledges that on-site maintenance is not available in all locations and should contact Vocus for information about on-site maintenance availability at specific locations.
- 15.3. 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.
- 15.4. The Customer is liable for the failure of the Vocus Equipment unless that failure is covered by an applicable maintenance agreement or manufacturer's warranty (**Customer Failure**). The Customer must pay Vocus all costs incurred by Vocus in replacing any Vocus Equipment which has failed as a result of a Customer Failure.
- 15.5. The Customer must insure the Vocus Equipment against any damage or destruction..
- 15.6. Vocus reserves the right to use any appropriate measures to recover any Vocus Equipment located on the Customer's premises where the Customer has failed to pay charges due and the account has been suspended. This includes the right to enter the Customer's premises and remove the Vocus Equipment on reasonable notice to the Customer.
- 15.7. Fees for Managed Router Services will be listed on the Service Order and will be charged monthly.
- 16. SERVICE QUALIFICATION & FEASIBILITY STUDIES**
- 16.1. All orders for IP WAN Access Circuits are subject to a service qualification and/or a feasibility study.
- 16.2. It is the Customer's responsibility to ensure accurate and complete site address information is provided to Vocus for use in qualifying each Service. Any costs incurred by Vocus due to

incorrect, false or misleading information provided by the Customer may be charged to the Customer.

- 16.3. A feasibility study may identify additional costs to provide a 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.
- 16.4. The fee for the feasibility study will be \$2500, unless advised otherwise by Vocus. If the customer proceeds to place an order for the 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 been charged by a third party for provision of the feasibility study in which case that charge will be passed on to the Customer.
- 16.5. A customer may order a feasibility study to verify service availability and the costs of delivering the service to the requested location prior to placing an order for the Service. The Customer must bear the cost of that study.

17. CANCELLATION PRIOR TO COMPLETION

- 17.1. If a Service is cancelled during provisioning and before completion, Customer agrees to 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.

18. RELOCATIONS

- 18.1. Relocation is where the same type of Service can be redeployed at a new location.
- 18.2. Not all Services can be relocated. Cancellation of a Service that cannot be relocated is subject to normal early termination conditions.
- 18.3. Any Service relocation is subject to a new Service Order.
- 18.4. A once-off fee may apply for the relocation as well as a change to the monthly recurring fee for the Service as a result of the relocation.

19. UPGRADES

- 19.1. An upgrade of a service is where the existing service can be upgraded or enhanced without being replaced by a different type of service.
- 19.2. Speed upgrades may be available on an existing service. Where available, the upgrade may be offered as a new agreement for the service or a change to the existing service without a new agreement. A once-off upgrade fee and additional monthly fees may apply.
- 19.3. Where a speed upgrade is not available on an existing service, the Customer may elect to cancel the existing service, in which case normal early termination conditions apply, and agree to provision of a new service.
- 19.4. Vocus may, at its discretion, agree to waive or reduce any early termination fees where the Customer agrees to a new service via a new Service Order.

20. FAULT REPORTING AND RESPONSE TIMES

- 20.1. 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, cabling or in another way within the Customer’s responsibility.
- 20.2. Customers who rely on Vocus Equipment must specifically ensure that the Vocus Equipment is receiving power and cooling as required to be operational.
- 20.3. As soon as the Customer has confirmed the fault is related to the Service supplied by Vocus, that fault must be reported to Vocus. Vocus will open a trouble ticket and notify the trouble ticket number to the Customer.
- 20.4. Vocus will respond to faults as per the following table:

Fault Level (Priority)	Response to Fault Logged via Email	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

21. SERVICE LEVELS

- 21.1. Vocus provides the Services with the following Service Levels:

Core Services Availability Target: 99.95%
IP WAN Access Circuits Availability Target: As per Appendix A

The Core Services Availability Target (and any associated application for rebate) applies to:

- (a) IP/MPLS Core Network;
- (b) IP WAN Internet Gateway (excluding the Firewall Service);
- (c) Vocus VPN Gateway.

The Core Services Availability Target (and any associated application for rebate) does not apply to:

- (d) IP WAN Access Circuits.

- 21.2. Should in any given month the Service not perform to the above Service Level, Vocus will provide the customer with a Service Level Rebate.
- 21.3. The Customer must report the fault in accordance with section 20. The following rebates will be provided in respect of valid claims:

Aggregate Time Unavailable	Rebate as a percentage of the applicable monthly service fee
< 1 hour	5%
≥ 1 hour and < 2 hours	10%
≥ 2 hour and < 5 hours	20%
≥ 5 hours	30%

- 21.4. The Aggregate Time Unavailable is the sum of all periods in a monthly billing period where the Service is unavailable. A Service is unavailable where the Service is unable to pass IP packets due to a fault or failure within the Service affected (**Service At Fault**). Any Service that may depend on the Service At Fault is not unavailable unless that Service is also subject to a separate fault or failure.
- 21.5. A rebate is not payable in any form other than a credit to the Customer's account and in any month is capped at 30% of the Monthly Service Charge for the affected Service.
- 21.6. 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.
- 21.7. A claim for a rebate must include:
- (a) Ticket numbers associated with all faults that are the subject of the claim.
 - (b) Details of the Service at fault and the date and time of the start and end of all periods where the Service is Unavailable.
- 21.8. Once a claim is received, Vocus will review the event and calculate the rebate (if applicable) and credit it to the Customer's account.
- 21.9. The Customer will not be entitled to claim a rebate to the extent caused directly or indirectly by:
- (a) the act or omission of the Customer;
 - (b) failure of the Customer's equipment;
 - (c) failure of services supplied by the Customer to the Vocus Equipment;
 - (d) Supplier Failure;
 - (e) Scheduled Maintenance;
 - (f) suspension by Vocus of the service in accordance with the Standard Terms and Conditions;
 - (g) Force Majeure.
- 21.10. Service Claims must be submitted via email to src@vocus.com.au.

22. SCHEDULED MAINTENANCE

22.1. 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	-

APPENDIX A – IP WAN ACCESS CIRCUITS SERVICE LEVELS

Access Circuit Code	Type	Geographic Availability	Target Response	Target Restoration	Hours of Coverage	Availability Target
VAC-VC-DF	Dark Fibre	Australia - Various	30 Minutes	4 Hours	24x7x365	99.95%
VAC-VC-ET	Ethernet over Fibre	Australia - Various	30 Minutes	4 Hours	24x7x365	99.95%
VAC-VE-DF	Dark Fibre	NZ - Auckland	30 Minutes	9hours	Business Hours	99.90%
VAC-VE-ME	Ethernet over Fibre	NZ - Auckland	30 Minutes	4hours	Business Hours	99.90%
VAC-CL-DF	Dark Fibre	NZ - Auckland, Wellington	30 Minutes	16 hours	24x7x365	99.90%
VAC-CL-QA	Ethernet over Fibre	NZ - Auckland, Wellington	30 Minutes	6 hours	24x7x365	99.90%
VAC-CH-AS	ADSL	NZ - Various	n/a	next Business Day	Business Hours	n/a
VAC-CH-VD	VDSL	NZ - Various	n/a	next Business Day	Business Hours	n/a
VAC-CH-AE	ADSL	NZ - Various	n/a	next Business Day	Business Hours	n/a
VAC-CH-DF	Dark Fibre	NZ - Various	n/a	8 hours	24x7x365	99.90%
VAC-CH-HL	Ethernet over Copper	NZ - Various	n/a	8 hours	24x7x365	Metro - 99.7%, Rural - 99.5%
VAC-CH-HP	Ethernet over Copper or Fibre	NZ - Various	n/a	8 hours	24x7x365	Metro - 99.7%, Rural - 99.5%
VAC-TW-LS	SDH	Australia - Various	1 hour	12 hours	24x7x365	99.70%
VAC-TW-LE	Ethernet over Fibre	Australia - Various	1 hour	12 hours	24x7x365	99.90%
VAC-TW-EAC	Ethernet over Copper	Australia - Various	2 hours	12 hours	7am-9pm, Mon-Sat	99.80%
VAC-TW-EAF	Ethernet over Fibre	Australia - Various	1 hour	12 hours	24x7x365	99.90%
VAC-TW-ADSL	ADSL	Australia - Various	n/a	next Business Day	Business Hours	n/a
VAC-AA-ET	Ethernet over Fibre	Australia - Various	1 hour	24 hours	24x7x365	99.90%
VAC-AA-EoC	Ethernet over Copper	Australia - Various	1 hour	24 hours	24x7x365	99.90%
VAC-AA-ADSL	ADSL	Australia - Various	n/a	next Business Day	Business Hours	n/a