

IP WAN SERVICE SCHEDULE

1. DEFINITIONS

Additional Charge means charges to be determined by Vocus on a time and materials basis in respect of installation of additional infrastructure or charges payable to a third party for the provision of the IP WAN Service as the case may be.

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 (Managed) Service is a monitored and managed IP WAN service, offering bandwidth speeds from 2Mbit/s to 1Gbit/s.

IP WAN (Self-Managed) Service is a self-managed IP WAN service, offering bandwidth speeds from 2Mbit/s to 1Gbit/s.

MB means Megabytes or 1024 x 1024 bytes.

NTU means networking termination unit which terminates an IP WAN Access Circuit at a Customer site or other location.

Premises means location(s) at which Vocus provides the IP WAN Service, and locations to which Vocus needs to have access to supply the IP WAN Service, as specified in the Service Order.

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

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

Service Delivery Point means the location 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.

Standard Terms and Conditions means Vocus' standard terms and conditions, available on the Vocus website at www.vocus.com.au/legal.

Supplier Network means any telecommunications network, equipment, facilities or cabling owned or controlled by a third party supplier.

Service Order means the Vocus service order for the Service.

Vocus Network means any telecommunications network, equipment, facilities or cabling

owned, controlled or utilised by Vocus.

Vocus Equipment means any equipment provided by Vocus to You for use in connection with the Services, other than equipment which You have purchased outright.

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

Vocus SLA means Vocus' service level agreement as amended from time to time.

WAN means a 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

- 2.1. The Service is subject to the 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 or one or more IP WAN Access Circuits (collectively and individually referred to as the **Services**). It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.

- 3.2. 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 will ensure that Your 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.

- 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 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 are not provided with redundant transmission or equipment unless agreed otherwise.

- 4.3. The Service does not include any connectivity to the Internet.
- 4.4. Each IP WAN Access Circuit service will be delivered at the speed specified in the Service Order, between the IP/MPLS Core Network and the nominated Customer locations specified in the Service Order and for the period specified in the Service Order.
- 4.5. Each Service is delivered as either IP WAN (Managed) Service or IP WAN (Self-Managed) Service as specified in the Service Order. Vocus will provide to the Customer bandwidth speeds as specified in the Service Order.
- 4.6. If the Service Order specifies delivery of the Services as an IP WAN (Self-Managed) Service, the Customer is responsible for the supply, management and monitoring of the layer 3 router.
- 4.7. Vocus may vary the Service if it determines that the variation does not have a material adverse effect on the Customer and if it is reasonably required for technical, operational and commercial reasons.
- 4.8. The speed of the Service is determined by the bandwidth of the Service and not by the bandwidth of the Service Interface except that the bandwidth of the Service Interface must be equal to or greater than the bandwidth of the Service provided via the Service Interface.
- 4.9. With respect to the Service delivered over copper (including bonded DSL and ADSL services), 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.
- 4.10. 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.

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. The Customer acknowledges that not all Service Interfaces are available at all Premises. Subject to availability at the Premises, Vocus will endeavour to provide a Service Interface for the Customer to connect to the IP WAN Access Circuit at the Service Delivery Point. The Customer may choose from the following Service Interfaces:
 - (a) Electrical Fast Ethernet as per IEEE 802.3u
 - (b) Optical Gigabit Ethernet as per IEEE802.3z

- (c) Copper Gigabit Ethernet as per IEE 802.3ab
- (d) 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. CABLING

7.1. Prior to the connection of any cabling to the Customer's Premises, the Customer must ensure that:

- (a) cabling at the Premises has been installed by a registered cabling service provider;
- (b) the Customer's Premises cabling is of sufficient quality to receive and transmit the Service;
- (c) the Customer's Premise cabling meets minimum technical requirements as determined by ACMA; and
- (d) the Customer has obtained all necessary consents from the owner of the Premises.

7.2. Any equipment connected to the Service must comply with all applicable standards.

8. ADDITIONAL INFRASTRUCTURE

8.1. If:

- (a) additional infrastructure is required to provision the Service and an Additional Charge is payable by Customer to Vocus for the Service; or
- (b) Additional Charges are payable to a third party supplier for the Service,

Vocus will advise the Customer in writing that the Additional Charges will be applied to the Service. Unless the Customer advises Vocus in writing within 10 days of being advised of the Additional Charges that it does not agree to pay the Additional Charges, then provisioning will continue and the Additional Charges will be payable. If the Customer advises Vocus that it does not agree to pay the Additional Charges then provisioning will cease and the Agreement will automatically terminate. In that event, the Customer must pay to Vocus all infrastructure and installation costs incurred by Vocus in connection with preparation for the provision of the Service including, without limitation, costs payable to Vocus' suppliers.

9. IP WAN (MANAGED) SERVICE

9.1. 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.

- 9.2. 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.
- 9.3. 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.
- 9.4. The Customer must insure the Vocus Equipment against any damage or destruction.
- 9.5. 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.

10. CUSTOMER EQUIPMENT

- 10.1. Customer Equipment is the Customer's responsibility and must be installed, operated and maintained by the Customer.
- 10.2. 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.
- 10.3. The Customer must maintain their own copy of any equipment configuration for backup purposes.
- 10.4. The Customer may purchase equipment from Vocus for use in connection with the Service. Such equipment shall form part of the Customer Equipment for the purposes of the Agreement. Title to that equipment passes to the Customer when the Customer pays for it in full in cleared funds. Risk in that equipment passes to the Customer on delivery of the equipment to its nominated location. Vocus will use reasonable efforts to transfer to the Customer any manufacturer's warranty in any such equipment from the time title passes to the Customer.
- 10.5. The Customer acknowledges and accepts that Vocus is entitled under the Personal Properties Securities Act 2009 to register its interest in any equipment that Vocus supplies to the Customer as a purchase money security interest and the Customer waives its rights to receive a copy of any such registration including the Notice of Verification Statement.
- 10.6. The Customer must ensure that all Customer Equipment and its use in connection with the Service, complies with all laws, directions by a Government Agency and any reasonable directions by Vocus, otherwise Vocus may disconnect that Customer Equipment from the Service on giving reasonable notice or immediately in an emergency.

11. VOCUS EQUIPMENT

- 11.1. Title in the Vocus Equipment is not transferred to the Customer and at all times is retained by Vocus. The Customer holds the Vocus Equipment as bailee for Vocus.
- 11.2. Risk in the Vocus Equipment shall pass to the Customer on delivery of the Vocus Equipment

to the Customer's Premises.

- 11.3. The Customer is responsible for any damage to, or destruction or theft of the Vocus Equipment, except to the extent it is caused by Vocus. The Customer must keep the Vocus Equipment in good repair and condition, excluding fair wear and tear and shall not sell, assign or permit any charge, lien, mortgage or encumbrance to be created in relation to it.
- 11.4. Unless otherwise agreed, the Customer must:
 - (a) allow Vocus to service, modify, maintain, repair or replace the Vocus Equipment; and
 - (b) do all things reasonably required by Vocus to make clear the identity of the owner of the Vocus Equipment.
- 11.5. Where a failure of Vocus Equipment occurs, the Customer must notify Vocus as soon as reasonably practicable. Where the fault is an equipment fault, and has not occurred as a result of a failure by the Customer to comply with the terms of this Service Schedule in respect of equipment maintenance, Vocus will remedy the fault by repairing or replacing the equipment. The Customer acknowledges that on-site repair is not available at all locations and should contact Vocus to confirm whether or not its specified location would be covered by an on-site technician.

12. SERVICE QUALIFICATION & FEASIBILITY STUDIES

- 12.1. All orders for IP WAN Access Circuits are subject to a service qualification and/or a feasibility study.
- 12.2. The Customer must 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.
- 12.3. If the Customer changes the site locations prior to the delivery of the Service, the Customer must pay Vocus' reasonable costs and fees (if any) arising from the change of site.
- 12.4. 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.
- 12.5. 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 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.

13. CANCELLATION PRIOR TO COMPLETION

- 13.1. 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.

14. RELOCATIONS

- 14.1. Relocation is where the same type of Service can be redeployed at a new location.
- 14.2. Not all Services can be relocated. Cancellation of a Service that cannot be relocated is subject to normal early termination conditions.
- 14.3. Any Service relocation is subject to a new Service Order.
- 14.4. 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.

15. UPGRADES

- 15.1. An upgrade of a Service is where the existing service can be upgraded or enhanced without being replaced by a different type of Service.
- 15.2. 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.
- 15.3. 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.
- 15.4. Vocus may, at its discretion, agree to waive or reduce any early termination fees where the Customer orders a new service via a new Service Order.

16. MAINTENANCE AND REPLACEMENT

- 16.1. Vocus may in its discretion and for so long as it determines, replace any part of the Vocus Equipment or Service with similar equipment or service as may for the time be available. Any replacement shall be subject to the Agreement in the same way as if they comprised the original Vocus Equipment or Service offered.
- 16.2. Vocus may interrupt the Service or Vocus Equipment for the Scheduled Maintenance and will give advance notice to the Customer wherever possible.

17. SERVICE LEVEL AGREEMENT

- 17.1. Vocus will provide the Service in accordance with the Vocus SLA.

18. PROVISIONS APPLICABLE TO THE SERVICE

Cooperation With Vocus

- 18.1. The Customer must cooperate with Vocus and comply with its reasonable requests to allow Vocus to install equipment and establish and supply the Service to the Customer safely and efficiently. This includes (without limitation) meeting Vocus' reasonable requests, at no further cost to Vocus, to:
 - (a) provide all necessary space and utility services (such as electricity, earthing and air conditioning) as reasonably required by Vocus for the installation, provision and proper operation of the Vocus Equipment and Customer Equipment and for the provision of the Service; and

- (b) provide all necessary assistance to obtain all licenses, permits and other approvals required for the provision of the Service.

18.2. If Vocus is unable to fully provision the Services as a result of the Customer failing to provide anything reasonably requested by Vocus under clause 18.1, Vocus may give written notice of termination to the Customer and charge the Customer for any costs incurred by Vocus or work or equipment supplied.

Customer's Use Of Service And Equipment

18.3. Unless otherwise agreed in writing, the Customer shall not resell, hire, let or make available the Service for use in any way, including allowing access thereto, to any other person other than a person at the Premises exclusively for purposes directly related to the Customer's business.

18.4. Subject to the terms of the Agreement and unless otherwise agreed, the Customer must only use the Service for the communication of data between locations and sites for purposes directly related to its business.

18.5. The Customer must not use, or attempt to use, the Service:

- (a) for any improper or unlawful purpose or allow others to do so;
- (b) in breach of any applicable Government Agency requirements, legislation and laws including but not limited to any privacy laws; copyright laws and telecommunications laws;
- (c) in any way which damages, interferes with or Interrupts the Service, the Vocus Network or a Supplier Network;
- (d) in any way which may damage any property or injure or kill any person; or
- (e) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted.

Customer To Comply With Vocus' Directions

18.6. The Customer acknowledges that:

- (a) where the Service is a carriage service, Vocus may be required to intercept communications over the Service as directed by an authorised entity; and
- (b) Vocus may monitor the Customer's usage of the Service and communications sent over it for the purposes of billing and network monitoring and management or as otherwise required by any law, legislation, or direction of any Government Agency.

18.7. Vocus may ask the Customer to stop doing something which Vocus reasonably believes is contrary to clauses 18.4 or 18.5. The Customer must immediately comply with any such request. If the Customer does not, then Vocus may terminate or suspend the Agreement or take any steps reasonably necessary to ensure compliance with clauses 18.4 and 18.5 or the request.

19. SUSPENSION BY VOCUS

19.1. Vocus may, upon reasonable notice, without liability and with immediate effect suspend the Service for as long as Vocus, acting reasonably, considers necessary:

- (a) to allow Vocus or a third party supplier to repair, maintain or service any part of the Vocus Network or Supplier Network used to supply the Service;
- (b) to remediate problems experienced interconnecting the Vocus Network with any Supplier Network; or
- (c) to comply with any law, protect any person, equipment or Vocus' Network, or enable authorised persons to attend to any emergency.

20. TERMINATION

- 20.1. Upon termination of the Service for any reason the Customer must give Vocus, its agents or employees reasonable access to the Premises for the purpose of disconnecting, dismantling and removing the Service and Vocus Equipment, and the Customer shall render all reasonable assistance to Vocus to enable it to do so.
- 20.2. Vocus must upon removal of the Service and Vocus Equipment make good to a reasonable standard any damage caused during the removal of the Service, but without any obligation to repaint or redecorate. This clause shall not apply if termination of the Service by Vocus occurs as a result of any breach of the terms of this Agreement by the Customer.