

VOCUS METRONODE DATA CENTRES SERVICE SCHEDULE

- Australia -

1. DEFINITIONS

1.1. 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:

Facility means the premises set out in the Service Order.

Facilities Customer Manual means the document, howsoever titled, as notified to the Customer from time to time by Vocus, in relation to:

- (a) The installation, replacement and removal of any Customer Equipment at the Facility (including any procedures, standards and requirements relating to installation);
- (b) Gaining access to the Facilities;
- (c) Gaining access to the Space; and
- (d) Any other related issues.

Intervening Event means any change in law or a new law that materially adversely affects Vocus' ability to provide a Services in accordance with this Agreement or a Service Order where law includes:

- (a) Acts, ordinances, rules, regulations, by-laws, awards, codes (including the Ministerial Code of Practice (Clause 15 of Division 5 of Schedule 3 of the Telecommunications Act), any relevant codes registered with ACMA and the Telecommunications Code of Practice) and proclamations or any similar legislative or delegated legislative requirements of the Commonwealth or the State or Territory in which the Services or any part thereof are performed from time to time; and
- (b) Certificates, licences, consents, permits, approvals, mandatory directives, determinations and requirements of Government Agencies.

Loss means any damages, losses, costs, charges, interest, penalties, fees, fines, forfeiture, assessments, expenses and liabilities whether present, unascertained, immediate, future or contingent, and whether based in contract, tort, statute or otherwise.

Reservation Fee has the meaning set out in clause 11.3.

Services mean the provision of an allocated area and/or facilities in the Facility which are used by the Customer for the purposes of installing and operating its equipment.

Standard Terms and Conditions means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions of the Services provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.com.au/legal-contracts>.

Space means an allocated part of the Facility for the Customer.

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. APPLICATION

Application of Service Schedule

- 2.1. This Service Schedule applies to the delivery of Services. This Service Schedule will apply to the first and any subsequent Service Orders for the Service.
- 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 the Services are re-supplied by the Customer, must 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.

3. SERVICES

- 3.1. The Service is provided for use by Customers to install and operate their own Customer Equipment in the Facility which offers:
 - (a) Access for the Customer to connect to and use:
 - (i) either single or three phase electric power via dual redundant busways within the private suite which is supported by an Uninterruptible Power Supply (UPS) system;
 - (ii) an emergency back-up power supply in the case of mains power failure via automatic start diesel generators;
 - (iii) the UPS, standby generators and switchboards set up in N+1 configuration allowing for concurrent maintainability; and

- (b) a technical reference earthing system with resistance of less than 1 Ohm;
- (c) a remotely managed site facilities management system that continuously monitors and surveys the facility and manages all the associated essential services;
- (d) VESDA and gas suppression system within the data hall and fire detection within plant room areas;
- (e) a concurrently maintainable air conditioning system utilising adiabatic free air cooling with DX units as backup, controlling temperature and humidity within preset parameters and alarms that are triggered if the temperature or humidity falls outside those preset parameters;
- (f) 24 hour security monitoring including:
 - (i) CCTV Video surveillance and recording of all entry doors;
 - (ii) Monitoring and recording of time and duration of each entry and exit; and
 - (iii) 24-hour programmable access control for approved customers;
- (g) a managed cable distribution system incorporating: diverse data cable entry ducts within the building; managed ODF and DSX, cable tray (for copper) and fibre guide (for fibre) systems providing for the secure and flexible provisioning of all cabling and cross connections within the Facility. This system is utilised to provide all cross connections required for interconnection of Vocus and 3rd party circuits to the Customer's cabinet and between the Customer's cabinets within the Facility;
- (h) Equipment Staging Area: this area is provided to allow Customer to pre-configure, test and power-up any customer equipment prior to installation in the Facility.

3.2. The Services include the following:

- (a) Secure Full Cabinet including:
 - (i) Intelligent Power Distribution Units
 - (ii) Optical Patch Panel
 - (iii) Copper Patch Panel
- (b) Cross Connect Services

4. INCREASE IN PRICE DURING SERVICE TERM

4.1. The price of all Services will increase by 4% each year, commencing on the anniversary of

the RFS Date of each such Service.

- 4.2. In addition to any price increase under clause 4.1, Vocus reserves the right to increase the pricing at any time during the term of any Service which includes an allowance/component in the price for power consumption if there is an increase in the price charged to Vocus by its power supplier for such power consumption. Such increase in price will be limited to the allowance/component for power consumption, and will be commensurate with the increase in the price charged to Vocus for such power consumption.
- 4.3. If the heat dissipation and/or power consumption of the Space increases above the specified rating in the Service Order, Vocus reserves the right to automatically invoice the Customer at the higher monthly fee associated with the new higher power consumption.

5. NO TENANCY

- 5.1. Vocus grants to the Customer a right to use and occupy the Space in the Facility identified in the Service Order for installing, operating and maintaining Customer Equipment in accordance with this Agreement.
- 5.2. The rights conferred on the Customer under this Agreement:
 - (a) shall be in contract only and will not create or confer any estate or interest in the Facility or the Space
 - (b) confer no right of exclusive occupation of the Facility on the Customer and subject to the terms of this Agreement Vocus may at any time exercise its rights as lessee/owner, to use, possess and enjoy the whole or any part of the Facility.
- 5.3. The Customer will not provide, make available, sub-licence or permit in any manner any 3rd party to use all or any portion of the Space or the Facility without Vocus' written approval.

6. VOCUS' OBLIGATIONS

- 6.1. Vocus shall:
 - (a) provide Services which support the overall operation of the Facility to enable the Customer to operate and maintain its equipment located in the Facility; and
 - (b) provide and maintain the environmental standards of the Facility in accordance with the standards specified in the Facilities Customer Manual.
- 6.2. Vocus reserves the right to conduct service qualifications following execution of the

Service Order and Vocus may terminate a Service Order or any part of it by giving to the Customer prior written notice before the RFS Date.

7. CUSTOMER OBLIGATIONS

- 7.1. The Customer may use the Space only for the purposes of installing, maintaining and operating the Customer Equipment.
- 7.2. The Customer must comply with the Facilities Customer Manual. The parties acknowledge and agree that Vocus may, in its discretion, amend the Facilities Customer Manual from time to time, but only to the extent that those amendments do not require the Customer to do anything that is additional to the obligations placed on the Customer in the preceding version of the Facilities Customer Manual.
- 7.3. Prior to any installation of Customer Equipment in the Space, the Customer must perform a power-up test in Vocus' staging area to demonstrate that the Customer Equipment does not cause any power faults. The Customer agrees that it must comply with this clause before being permitted to access the Space.
- 7.4. Access to the Facility is restricted to Customer's authorised representatives. The Customer undertakes to provide Vocus at the RFS Date with a list ("the List") containing the full name, title, signature and photo identification of each of the Customer's authorised representatives who are authorised by the Customer to gain access to the Space and shall ensure that it notifies Vocus promptly of any addition to or deletion from the List.
- 7.5. The Customer shall maintain and provide to Vocus a list of primary and secondary contact personnel to include each person's name, contact telephone number and hours of availability. The Customer will ensure that at any given time there is a contact personnel available for contact by Vocus.
- 7.6. The Customer must ensure that each of its authorised representatives:
- (a) has not been convicted of a felony;
 - (b) has identification available and display security passes at all times whilst in the Facility;
 - (c) remain only in the Space or common area designated by Vocus;
 - (d) follow Vocus' or its Supplier's reasonable instructions concerning security, safety and other general Vocus procedures (as amended by Vocus from time to time) as they apply in the Facility and the Space, including without limitation, prohibition on smoking in the Facility;
- (e) do not interfere with any security arrangements in place in the Facility;
 - (f) return all security access badges to Vocus or its Supplier when any of the authorised representatives no longer have responsibilities which require access to the Facility;
 - (g) participate in any site safety awareness induction training as required by Vocus and any site safety training updates as may be required by Vocus from time to time; and
 - (h) comply with all requirements, processes and procedures as detailed in the Facilities Customer Manual.
- 7.7. The Customer, not Vocus, has sole and exclusive control over the content residing on the Customer Equipment ("Customer Content"). The Customer acknowledges and Vocus agrees that in the provision of the Services Vocus is not provided, either directly or indirectly, and will not seek access to Customer Content. In particular, Vocus must not store, read, retrieve, make copies of, intercept, modify or exercise any control over the Customer Content without the prior written agreement of the Customer.
- 7.8. The Customer must keep the Space in good condition
- 7.9. The Customer must not do anything which may invalidate or breach Vocus' lease or occupation agreement with the lessor or owner of the Facility to Vocus or make void or voidable or cause an increase in the insurance premium of any policy for the Facility, to the extent that Vocus has given the Customer prior notice of the effect of any such action.
- 7.10. The Customer shall be liable to Vocus for the repair of any damage caused by the Customer to the Space or any part of the Facility to the extent that such damage is caused by act or omission of the Customer.
- 7.11. The Customer shall not install any form of transmitting device in the Space or any part of the Facility.
- 7.12. The Customer acknowledges that photography in any part of the Facility is not allowed. The Customer shall not use any photographic equipment in the Space or any part of the Facility including but not limited to security cameras, unless expressly agreed in writing by Vocus.

8. FACILITY ACCESS

- 8.1. At all times, Vocus will have the right to determine, decide or order the schedule and priorities of access to or security of the Facility but will use its best efforts to meet any reasonable access requirements of the

Customer.

- 8.2. The Customer agrees that:
- (a) the Customer assumes responsibility for all acts or omissions of any persons included on the List or authorised by the Customer to enter the Facility and agrees to indemnify and hold Vocus harmless from any claim arising from the acts or omission of these individuals;
 - (b) the Customer may use the common area designated by Vocus solely for the purpose of entry to and exit from the Space and for use of the amenities to which the Customer is allowed access by Vocus; and
 - (c) the Customer's authorised representatives will comply with all applicable laws and ordinances; with the standards and practices of the telecommunications industry; and with all Vocus' or Facility security procedures, Facility rules, requirements and safety practices. Such rules include, but are not limited to, a prohibition against smoking in the Facility.
- 8.3. Vocus may refuse entry to the Facility to any person whose name and other details do not appear on the List. Unless Vocus has received written notification from the Customer in advance of the removal of any name from the List, Vocus is entitled to treat the List as current. Vocus will not be liable for any Loss incurred by the Customer as a result of:
- (a) Vocus allowing access to any Customer authorised representative who are no longer authorised by the Customer to access the Facility if the Customer has not notified Vocus of the removal of such Customer authorised representative's name from the List; or
 - (b) Vocus refusing entry to any person whose name and other details have not been added to the List by the Customer.
- 8.4. In Vocus' absolute discretion, Vocus may deny any person access to the Facility, and/or restrict the number of persons in the Facility at any one time for safety and security reasons.
- 8.5. Vocus may at all reasonable times, and any time in the case of emergency:
- (a) enter and view the state and condition of the Space; and
 - (b) make any necessary repairs to the Space.

9. SECURITY

- 9.1. The Customer will not jeopardise, attempt to

breach the security of, or in any way interfere with the Vocus Infrastructure, the Facility or any third party system or any network connected to the Facility or its security.

- 9.2. The Customer will not damage the property of Vocus, Vocus' vendors, Vocus' other customers or landlord (if applicable) in any manner.
- 9.3. If Vocus determines in its sole discretion that the Customer poses an immediate risk to the Vocus Infrastructure, the Facility or to any property of Vocus, the landlord (if applicable) or Vocus' vendors or Vocus' other customers, Vocus may take any reasonable action to prevent or correct such risk at the Customer's expense without prior notice or liability to the Customer. The Customer indemnifies Vocus from and against all Losses incurred by Vocus pursuant to this clause.

10. CUSTOMER EQUIPMENT

- 10.1. The Customer is responsible for the network and logical security of the Customer's Equipment and its own network, including the implementation and maintenance of such security specifically related to racks or cabinets and other infrastructure supplied by the Customer within the Space.
- 10.2. The Customer is liable for all Losses incurred by the Customer due to a breach in the security of the Customer's Equipment and its network, including but not limited to , where such Losses are incurred as a result of viral infection, hacking, spam, password misuse or misuse of the Service by the Customer or its personnel.

11. ALLOCATION AND RESERVATION OF SPACE

- 11.1. The location of the Space within the Facility is at the sole discretion of Vocus. Vocus does not guarantee that the location of the Space will be in the preferred Customer location.
- 11.2. Vocus does not guarantee that the Customer who orders more than one lot of Space (cabinet, caged space or other similar colocation product) will have the Spaces located adjacent or contiguous to each other. Subject to availability, Vocus will make reasonable attempts at the time of order to provide adjacently located Spaces.
- 11.3. If at the time of order, and subject to availability, a Customer wishes to reserve Space for future use adjacent or contiguous to the allocated Space in the Service Order, Vocus reserves the right to charge the Customer a Reservation Fee. This Reservation Fee allows the Customer first right of refusal for the associated Space.
- 11.4. Vocus reserves the right to request return of this reserved space from the Customer. If after

ten (10) working days Vocus has not received a signed Service Order from the Customer for the associated Reserved Space, Vocus may reallocate the Space to another customer as required. Charges associated to the reservation of space will cease in the event that Vocus exercises its firsts under this clause and the Customer has not taken the space.

complete commercial negotiations with the 3rd party provider in order to meet the Customer's advised requirements.

12. THIRD PARTY CIRCUIT PROVISION AND CROSS CONNECTION

- 12.1. Vocus recognises the needs of its Customers for 3rd party network connectivity and Vocus takes no responsibility, nor makes any performance guarantees for such circuits.
- 12.2. All 3rd party network connectivity providers must have commercial agreements for the purpose of providing 3rd party connectivity to the Customers located in the Facility in place with the landlord and Vocus (or its vendors as the case may be) prior to services being delivered by that provider into the Facility.
- 12.3. The Customer must order their own services from the 3rd party provider.
- 12.4. Connection of the 3rd party service from the 3rd party point of presence in the Facility to the Space will be provisioned by Vocus in accordance with Vocus standards, procedures and practices. Unless agreed to by Vocus, all cross connections between the Space and 3rd party point of presence in the Facility must be provided via Vocus' managed cable distribution system. The Customer must pay to Vocus the agreed fee for this cross connection service.
- 12.5. In order for Vocus to ensure all commercial and infrastructure requirements are in place to support delivery of the 3rd party service within the Facility, Vocus requires the Customer to provide:
 - (a) for services from 3rd party providers with which Vocus already has commercial agreements in place, at least ten (10) business days' notice of any activity that the 3rd party may wish to undertake in relation to provisioning of the service at the Facility. Vocus does not guarantee, but will make all reasonable efforts, in order to meet the Customer's advised requirements.
 - (b) for services from 3rd party providers with which Vocus has no commercial agreements in place, details of the ordered services and required delivery dates and such other information as may be reasonably requested by Vocus as soon as the services are ordered. Vocus does not guarantee, but will make all reasonable efforts in order to

13. ACCESS TO SPACE BY A 3RD PARTY

- 13.1. If the Customer requires Vocus to provide access to the Space to a 3rd party the Customer must advise Vocus by providing Vocus with a signed authorisation letter detailing these requirements.

14. CROSS CONNECTION BETWEEN SPACES IN THE FACILITY

- 14.1. All connections between Spaces must be provisioned by Vocus in accordance with Vocus standards, procedures and practices. All cross connections between Spaces must be provided via Vocus' managed cable distribution system. The Customer must pay to Vocus the agreed fee for this cross connection service.
- 14.2. Unless agreed to by Vocus, provision of cross connections is only allowed between contiguous Spaces occupied by the same Customer.
- 14.3. If a cross connection facility is being provided between Spaces allocated to different customers, a signed authorisation letter must be provided by both parties to Nextgen.

15. DELIVERY, INSTALLATION, OPERATION, AND MAINTENANCE OF CUSTOMER EQUIPMENT

- 15.1. The Customer is solely responsible for accepting delivery of Customer Equipment and any other facilities or materials delivered to the Facility on behalf of the Customer.
- 15.2. At the Customer's request, Vocus may, in its sole discretion, accept delivery of Customer Equipment at the Facility if Vocus has the means to do so. Delivery must be pre-arranged and agreed with Vocus.
- 15.3. Notwithstanding the foregoing, the Customer will remain responsible for risk of loss of the Customer Equipment unless such loss is caused by the negligence or wilful misconduct of Vocus.
- 15.4. The Customer is only permitted to install its equipment and cabling within the allocated Space in accordance with the Facilities Customer Manual, Australian electrical and fire standards and any Vocus standards and specifications. All other installation and cabling within the Facility must be undertaken by Vocus or approved Vocus contractors.
- 15.5. Unless agreed to by Vocus or in an emergency situation, all installation and/or removal of Customer Equipment must be undertaken during normal Vocus business hours and must

be pre-approved and pre-scheduled with Vocus in accordance with the procedures specified in the Facilities Customer Manual. Vocus reserves the right to charge a fee associated with all installation works undertaken by the Customer outside of normal Vocus business hours.

- 15.6. All Customer Equipment must be installed and fit within the Space. No Customer Equipment or wiring will protrude beyond the cabinet/cage enclosure or cabinet's footprint. All cabinet doors must be fully and securely closed and locked and remain in the closed locked position, except when performing maintenance.
- 15.7. The Customer agrees not to alter, tamper with, adjust, or repair any equipment or property not belonging to the Customer, and agrees not to erect signs or devices on the exterior of any cabinet or to make any construction changes or material alterations to the Space or the interior or exterior portions of the Facility.
- 15.8. The Customer will operate and maintain the Customer Equipment in a safe manner, and keep the Space and portion of the Facility it accesses in good order and condition.
- 15.9. All Customer Equipment must be unpacked and power tested in the staging room facilities prior to installation in the data hall of the Facility. No packaging equipment is to be moved onto the data hall in the Facility.
- 15.10. Vocus staff and agents may observe the work activities of the Customer's employees and agents in the Facility and may inspect at any time the Customer equipment brought into the Facility. The Customer will provide/ensure Vocus has access to the Space.
- 15.11. At completion of the Customer installation works, inspection of the Customer installation will be conducted by the designated Vocus facility manager or authorised representative. Any defect or issues identified during this inspection must be rectified and approved by the designated Vocus facility manager or authorised representative prior to service activation by Customer.
- 15.12. The inspection (or the failure to inspect) and approval of installation works by Vocus does not in any way relieve the Customer from, or alter or affect, its liabilities, obligations or responsibilities whether under this Agreement or otherwise or prejudice Vocus' rights against the Customer whether under this Agreement or otherwise.
- 15.13. The Customer will be responsible for the prompt removal of all rubbish, packing materials, cartons and other items or materials that the Customer brings into or delivers to the Facility.
- 15.14. The Customer will ensure all Customer Equipment is appropriately labelled.

- 15.15. The Customer will be responsible for obtaining and fully complying with all necessary approvals and appropriate licences regarding the installation and operation of the Customer Equipment (including compliance with industry standards as to RFI and/or EMI in regards to any such equipment) as well as any licence regarding the operation of that equipment
- 15.16. The Customer will notify Vocus immediately of any failure of any of the Customer Equipment (including switches, access lines and/or apparatus) which may affect the Facility, other Spaces or equipment or services

16. REMOVAL OF CUSTOMER EQUIPMENT

- 16.1. Vocus will provide five (5) days written notice to the Customer of its demand to remove any unapproved items from the Space or its intent to disconnect or remove any unapproved items from the Space. If the Customer does not disconnect and remove the unapproved items from the Space by the expiry of the notice period, Vocus may disconnect and remove the unapproved items from the Space. Vocus will not be liable for any Loss incurred by the Customer as a result of any disconnection or removal of the unapproved items.
- 16.2. Notwithstanding the foregoing, if Vocus determines in its reasonable discretion that such unapproved items pose an immediate and significant risk to the Facility or Vocus' other customers, Vocus may immediately disconnect or remove such unauthorised items from the Space without prior notice to the Customer and without liability to the Customer.
- 16.3. The Customer may only remove Customer Equipment from the Facility for which it can show proof of ownership, or possessory interest.

17. REMOVAL OF CUSTOMER EQUIPMENT ON EXPIRATION OR TERMINATION

- 17.1. Upon the expiration or termination of the relevant Service Order, the Customer must arrange with Vocus a mutually convenient time ("Removal Date") to remove the Customer Equipment from the Space and return the Space to Vocus in the same condition as it was originally delivered to the Customer, reasonable wear and tear excepted. In the absence of agreement, Vocus may determine the Removal Date.
- 17.2. The Customer will remove from the Space and the Facility Customer Equipment or trade fixtures, equipment, personal property of the Customer, whether or not Customer Equipment or trade fixtures are fastened to the Space or the Facility.
- 17.3. The Customer will fully repair any damage occasioned by the removal of the Customer

Equipment or any trade fixtures, equipment and personal property of the Customer.

- 17.4. Unless otherwise agreed between Vocus and the Customer, all Customer Equipment and any trade fixtures, equipment or personal property not removed within thirty (30) calendar days after the Removal Date will, at Vocus' option, conclusively be deemed to be abandoned by the Customer and may be disposed of by Vocus without notice to the Customer or to any other person or entity and without any obligation to account for such property and without any liability to the Customer or any other person or entity.
- 17.5. The Customer will pay all expenses incurred in connection with Vocus' disposition of such property, including without limitation to cost of repairing any damage to the Facility or the Space caused by removal of such property.
- 17.6. Each party's obligation to observe and perform the obligations under this clause 17 will survive the expiration or termination of any Service Order.

18. INFRINGING EQUIPMENT

- 18.1. The Customer agrees to immediately remove or render non-infringing, at the Customer's expense, any Customer Equipment that infringes any patent, trademark, copyright, or other intellectual property rights.

19. HEAT AND POWER MANAGEMENT

- 19.1. The Customer must provide accurate power consumption information for all Customer Equipment installed in the Space.
- 19.2. The Customer will comply with all Vocus specifications, rules, procedures and policies in relationship to heat and power management of the Customer occupied space. This includes, but is not limited to, installation of Customer Equipment in the Space to allow sufficient cool air flow to reach all items of Customer Equipment located in the Space, and installation of the Customer Equipment in the Space in accordance with Vocus hot/cold aisle design, installation of required blanking panels at the direction of Vocus.
- 19.3. Vocus does not warrant temperatures within cabinets.
- 19.4. The temperature in the Facility shall be measured using only Vocus installed and operated sensors
- 19.5. The Customer undertakes to be aware of the impact of increased load in the Space on the temperature and heat dissipation of the Space.
- 19.6. The Customer will ensure that the maximum heat dissipation and power consumption for the Space that the Customer utilises does not exceed the specified rating as defined in the Service Order. Any deviations from the

Service Order must be agreed in writing with Vocus. Vocus reserves the right to charge/invoice the Customer the increased fees associated with the higher power consumption and heat rating.

- 19.7. Vocus reserves the right to limit the excess power usage to keep the temperature of the Customer occupied Space within what Vocus considers in its sole discretion as the safe limit for the Customer occupied Space.
- 19.8. Vocus reserves the right to request the Customer to distribute the Customer Equipment within the Space or in additional Space, in order to not exceed the Service Order limit. If additional Space is required, Vocus reserves the right to automatically charge/invoice the Customer for all fees associated with provision of the additional Space.
- 19.9. If the power draw by the Customer's Equipment exceeds the total provisioned power capacity as defined in the Service Order, Vocus will give the Customer 5 Business Days' notice (except in the case of an emergency when it will give the Customer as much notice (if any) as is reasonably practicable) to remedy the breach. If the Customer does not remedy the breach within the notice period, then without limit to any other remedy available to Vocus for such breach, Vocus may limit the excess power usage by the Customer and the Customer must pay Vocus the excess power rate for all power usage by the Customer which exceeds the total provisioned power capacity as in the Service Order.

20. FLOOR LOADING AND WEIGHT MANAGEMENT

- 20.1. The Facilities may have weight limitation.
- 20.2. Vocus reserves the right to limit the weight of Customer Equipment installed in the Space at each Facility.
- 20.3. Vocus reserves the right to request the Customer to distribute load of the Customer Equipment if the loading is identified to be excessive for the Facility. If additional Space is required as a result of the distribution, then Vocus reserves the right to automatically charge/invoice the Customer for all fees associated with provision of the additional Space.

21. RELOCATION

- 21.1. Vocus reserves the right to relocate Customer Equipment within the Facility or to move Customer Equipment to another Facility with the same capability of service that is provided in the existing Facility and with at least forty-five (45) days' written notice. Customer Equipment moved or relocated at Vocus'

initiative will be at Vocus' expense. Every commercial reasonable effort will be made to minimise downtime and service interruption if the Customer Equipment is moved or relocated.

- 21.2. If the Customer objects to the location of the new Facility, the Customer may terminate the relevant Service Order without penalty within forty-five (45) days of receiving notice of the new Facility's location.

22. ALTERATIONS TO THE SPACE AND/OR FACILITY

- 22.1. If Vocus requires any alterations to be made to the Space and/or Facility for any reason, then such alterations will be made at Vocus' expense provided that Vocus shall give reasonable notice to the Customer
- 22.2. If the Customer requires any alterations to be made to the Space and/or Facility then such alterations may only be made with Vocus' written approval, and undertaken by Vocus or Vocus approved contractors and all costs are to be paid by the Customer.

23. DAMAGE TO SPACE

- 23.1. The Customer must not damage any property, equipment, facilities or network located at the Facility. The Customer is liable to Vocus for all Loss incurred by Vocus in repairing the damage to the Space or any part of the Facility to the extent that such damage is caused by the Customer.
- 23.2. If the Space is damaged due to a Force Majeure event, Vocus will give notice to the Customer of such damage, and may temporarily relocate Customer Equipment to a new Space of a new Facility, if practicable.
- 23.3. If the Facility's landlord or Vocus exercises an option to terminate a particular lease due to damage or destruction of the Space, or if Vocus decides not to rebuild the Space, the relevant Service Order will be terminated as of the date of the damage. Monthly fees for all Services will proportionately abate for the period from the date of such damage.
- 23.4. If neither the Facility's landlord or Vocus exercises the right to terminate, Vocus will repair the particular Space to approximately the same condition it was in prior to the damage, completing the same within reasonable time. In the event that Vocus fails to complete the repair in reasonable time period, the Customer will have the option to terminate the relevant Service Order with respect to the affected Space, which option will be the sole remedy available to the Customer against Vocus under this Service Order relating to such failure. If the Space or portion thereof is rendered unusable by reason of such damage, the Monthly Fees for Services

will proportionately abate for the period from the date of such damage to the date when such damage has been repaired.

24. PROHIBITED MATERIALS

- 24.1. The Customer's employees and agents are prohibited from bringing any harmful or dangerous materials (as determined by Vocus in its sole discretion) into the Facility. Such materials include, but are not limited to, batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders and similar equipment and materials.
- 24.2. The Customer will not install in the Space any equipment which may cause or have the potential to cause any adverse effects to performance or damage to any Vocus Infrastructure, equipment or facilities. This includes the installation of rectifiers connected to the UPS.

25. INDEMNITY

- 25.1. The Customer agrees to indemnify Vocus against actions by any person claiming an ownership or possessory interest, lien, trust, pledge, or security interest in any Customer Equipment, including without limitation any attempt by such 3rd party to take possession of the Customer Equipment.

26. PUBLIC LIABILITY INSURANCE

- 26.1. The Customer agrees to take out and maintain, during the entire time that the relevant Service Order is in effect:
- (a) public liability insurance in an amount not less than \$20 million; and
 - (b) property insurance for an amount of not less than the reinstatement cost of the Customer's Equipment,
- and at the Supplier's request, produce evidence of currency of such insurance.

27. CUSTOMER TO INSURE

- 27.1. None of Vocus or its Affiliates will insure or be responsible for any loss or damage to property of any kind owned or leased by the Customer or by its employees and agents other than losses or damages resulting from negligence or wilful acts of such parties.
- 27.2. Any insurance policy covering the Customer Equipment against loss or physical damage will provide that the underwriters have given their permission to waive their rights of subrogation against Vocus, its Affiliates or the facility landlord, and their respective directors, officers and employees.
- 27.3. The Customer will insure or self-insure against claims involving the Customer's employees and agents.

27.4. The Customer agrees to release and indemnify Vocus against claims by any of the Customer's employees and agents arising from dismissal, suspension or termination of work, or from denial of entry to the facility; and claims by any person arising from the Customer's non-payment for Services.

28. SERVICE LEVEL AGREEMENT

28.1. Vocus will provide the Services in accordance with the Vocus SLA.

29. VOCUS LIABILITY

29.1. Provided that Vocus effects and maintains an insurance policy with a reputable and solvent insurer for an amount not less than \$20 million covering loss or damage to the real or personal property of the Customer, any liability of Vocus to indemnify the Customer as a result of or in connection with any damage to real or personal property caused by Vocus' breach, unlawful or gross negligent acts or omissions will be limited to the amount payable by the insurer in respect of the loss or damage caused to the Customer's real or personal property.

29.2. If Vocus resupplies the goods or services of another Supplier as part of or all of the Services provided to the Customer pursuant to this Agreement, or any Service Order, and the Customer suffers any Loss for which Vocus would (but for this clause) be liable, then to the maximum extent permitted by law:

- (a) Vocus' liability to the Customer will, without limiting Vocus' limitation of liability otherwise set out in the Standard Terms and Conditions, be limited to the amount received by Vocus from the other supplier in respect of the Customer's Loss;
- (b) Vocus will hold for the benefit of the Customer and use reasonable endeavours to pursue the rights of recover (in respect of the Customer's Loss) against the other supplier pursuant to Vocus' contractual rights against the supplier; and
- (c) The Customer's rights to recover Loss is subject to the Customer's compliance with the terms of use of the supplier, provided those terms of use are notified in writing by Vocus to the Customer.

30. INTERVENING EVENT

30.1. If either party's rights or obligations under the

Agreement is, or may be, affected by any Intervening Event, the parties will meet as soon as practicable and negotiate in good faith such necessary or appropriate amendments to the Agreement to ensure the Agreement do not and will not cause either party to contravene that Intervening Event.

30.2. If the parties cannot agree to any such amendments within 10 Business Days of the first meeting taking place or if a meeting does not take place within 10 Business Days of one party bringing notice of the Intervening Event to the other party's notice and requesting a meeting, either party may terminate the Agreement, in so far as it applies to any Service affected by the Intervening Event, by giving the other party 10 Business Days' notice.

30.3. For the avoidance of doubt, a change in any relevant law which impacts on the cost to Vocus of providing the Services is not an Intervening Event. In these circumstances:

- (a) Vocus shall take all reasonable steps to mitigate the impact on the cost to the Customer of providing the Services as a result of the change; and
- (b) Vocus reserves the right to increase the Fee or Charges to reflect the extent of that cost from the date of the change.

31. TERMINATION

31.1. Clauses 16.2(b) and 16.3(b) of the Standard Terms and Conditions is amended by replacing '14 days' with '30 business days' such that each of Vocus and Customer may terminate the Agreement only where the other party has committed a material breach and such breach is not remedied within 30 business days of the date written notice of the breach is given by the non-breaching party.

31.2. Subject to clause 30, clause 17.2 of the Standard Terms and Conditions is amended by replacing '30 days' with '6 months' such that either party may terminate the Agreement if a Force Majeure event continues for a period exceeding 6 months by giving written notice to the Affected Party.

31.3. Notwithstanding anything to the contrary, Vocus may cease to supply a Service, or part of a Service, to the Customer, by giving the Customer not less than 6 months' written notice and terminating the relevant Service Orders, without any liability to the Customer.