VOCUS

Service Schedule

Fast Fibre – Online Orders

FAST Fibre

1. FAST Fibre is a service that enables connectivity between a Customer's premises and the Supplier's network. FAST Fibre can be delivered to the Customer's Premises over a number of Access Network Types. FAST Fibre coverage is limited to selected coverage areas and subject to service qualification. Supplier does not guarantee availability in all areas.
2. FAST Fibre is an access technology using Supplier's fibre optic cabling. Coverage is limited to specific service areas.
3. FAST Fibre is supplied with a Network Terminating Unit with Ethernet ports. Each port can be configured separately to acquire different Services from Supplier.
4. The service demarcation point for FAST Fibre is the NTU.
5. FAST Fibre can also be delivered with no NTU on some Access Network Types. In this scenario, only one service can be supplied on the FAST Fibre service, and the service demarcation point is the access interface provided at the site. For nbn Access Network types, the demarcation point is the same as the nbn demarcation point and for Telstra Ethernet Access Network type, the demarcation point is the same as the Telstra demarcation point.
6. Customer must not make use of the Service for the purposes of on-selling or supplying connectivity (whether by physical or wireless connection) to the building, unit, suite or apartment of any third party.
7. The Supplier will endeavour to deliver the FAST Fibre Service using carrier rights and immunities under Schedule 3 of the Telecommunications Act 1997. Any nominated provisioning timeframes are based on there being no objections from any building owner or occupier at the Service delivery address. If there are objections raised, the timeframe for delivery will extend until the expiry of the objection process. Where the objection is sustained, the Supplier may cancel an order without penalty.
8. Supply of the FAST Fibre Service may be limited by the build costs. The Charges for any building works are based on the information the Customer provided to the Supplier. If that information is inaccurate or an unforeseen event occurs, the Supplier may need to charge the Customer for any additional cost incurred in completing the building works. If there are additional costs and the Customer does not agree to them, the Supplier may cancel the relevant order(s) without penalty.
9. The service speeds may be reduced due to technical parameters on Third Party Access.
10. The NBN Addendum (Retail) as set out at https://www.vocus.com.au/help-and-support/legal-contracts/pipe will apply where a Service is delivered by a nbn Access. To the extent that there is any inconsistency between the terms set out in the NBN Addendum (Retail) and this Service Schedule, the NBN Addendum (Retail) will prevail.
11. The Early Termination Charge applicable to a FAST Fibre Service is as set out in the Service Schedule for the access and link(s) that comprise the service.

IP-Line

1. IP-Line provides access to the Internet.
2. The Customer must comply with the Acceptable Use Policy as published on the Supplier's website from time to time.
3. Except for the Supplier-allocated WAN Public IP Addresses, or unless expressly provided for in the Order, the Service does not include IP Addresses. Where the Supplier provides Public IP Addresses, the Customer agrees that:
   (a) the Supplier grants the Customer a non-exclusive, non-transferable licence to use those IP Addresses solely in connection with the Service; and
   (b) on termination of the Service, the Customer must immediately cease using those IP Addresses and remove them from the Customer's software and hardware devices.
4. Supplier offers management of CPE/Links as an option. Where the option is chosen in the Order, Supplier will supply, configure and manage the CPE for the term of the Service. Any faulty CPE

will be replaced by the Supplier as soon as reasonably practicable after it becomes aware of the fault. The Customer will not be provided with credentials to access the configuration of the CPE and must not access or attempt to access the CPE. At the end of the service, the Customer must return the CPE to the Supplier.

5. The Early Termination Charge for each Service supplied by Pipe under this Service Schedule will be:
   (a) 60% of all recurring Charges that, but for the early termination, would have been paid by the Customer between the date of the termination and the date of the expiry of the Minimum Service Period; and
   (b) where applicable, 60% of all recurring Charges applicable to CPE (customer premise equipment) acquired in association with the Service that, but for the early termination, would have been paid by the Customer between the date of the termination and the date of the expiry of the Minimum Service Period; and
   (c) where applicable, the cost incurred by Pipe to extend its network to enable the supply of the Service to the Customer at the Customer nominated location that had not, as at the date of termination, been recovered by Pipe.

MetroEthernet

1. MetroEthernet is an access technology using Supplier's fibre optic cabling in metropolitan areas. Coverage is limited to Supplier service areas. Placing this Order does not guarantee availability.
2. MetroEthernet can be supplied:
   (a) with a Network Terminating Unit with Ethernet ports or
   (b) as a wires only service, in which case the Service will be supplied without any network terminating interface or equipment.
3. If the Customer selects in the Order the relevant access type (the Ethernet Multi Service Access), each port on the NTU can be configured separately to acquire different Services from Supplier.
4. The service demarcation point for MetroEthernet is:
   (a) the NTU where one is supplied or
   (b) where the service is "wires only" the ends of the fibre optic strands installed at the Site.
5. The Early Termination Charge for each On-net Service supplied by Pipe under this Service Schedule is:
   (a) 60% of all recurring Charges that, but for the early termination, would have been paid by the Customer between the date of the termination and the date of the expiry of the Minimum Service Period; and
   (b) where applicable, the cost incurred by Pipe to extend its network to enable the supply of the Service to the Customer at the Customer nominated location that had not, as at the date of termination, been recovered by Pipe.

<u>Order Withdrawal Charge</u>

1. The Customer acknowledges and agrees that if:
   (a) the Supplier cancels one or more Service(s) in this Order in accordance with its rights under clause 3.3 of the General Terms and Conditions; or
   (b) the Customer cancels or withdraws (by providing the Supplier written notice in the manner and form required by the Supplier or via the customer portal):
      (i) its order for one or more Service(s) in this Order; or
      (ii) this Order in its entirety,

   before Supplier has completed provisioning the relevant Service(s) or the Order (as applicable), the Customer will be liable for and must pay Supplier an Order Withdrawal Charge.
2. The Order Withdrawal Charge is a charge that is the sum of:

(a) all costs incurred by Supplier in respect of the Service(s) being cancelled by the Customer; and

(b) all costs committed to by Supplier in respect of the Service(s) being cancelled by the Customer up to and including the date on which the Customer:

    (i) provides Supplier written notice (in the manner and form required by Supplier) that it is cancelling its order for the relevant Service(s) or the Order in its entirety (as applicable); or

    (ii) withdraws or cancels the order for the relevant Services or the Order in its entirety (as applicable) via the customer portal.

3. The parties agree this clause does not apply to any Enterprise Ethernet, TC4/TC2 Services, Telstra EA Services or MetroEthernet Services (as applicable) that are the subject of a specific clause setting out the calculation and application of order withdrawal charges for those services.

<u>MetroEthernet Order Withdrawal Charge</u>

1. The Customer acknowledges and agrees that if:

    (a) the Supplier cancels one or more MetroEthernet Service(s) in this Order (each a **MetroEthernet Service**) in accordance with its rights under clause 3.3 of the General Terms and Conditions; or

    (b) the Customer cancels or withdraws one or more MetroEthernet Services (by providing the Supplier written notice in the manner and form required by the Supplier or via the customer portal)

    prior to the Service Commencement Date, the Customer will be liable for and must pay Supplier an Order Withdrawal Charge for each cancelled MetroEthernet Service, calculated as follows:

        (i) $0 post submission of the Order but prior to Supplier acceptance of the Order; or

        (ii) $500 after Supplier accepts the Order, but prior to Supplier notifying Customer of the date of access installation (Access Install Date Notification); or

        (iii) $1,999 after Access Install Date Notification, but prior to the Service Commencement Date; and

        (iv) where applicable, fibre contribution charge (being the cost incurred by Supplier to extend its network to enable the supply of the Service(s) to the Customer at the Customer nominated location) if the withdrawal occurs during or after installation.

2. Customer agrees that the amounts specified above may change strictly for the purposes of passing through the costs from a third-party supplier.

3. This clause does not limit the application of Order Withdrawal Charges for any other Services cancelled by the Customer.