

ACCESS SERVICE SCHEDULE

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**you, your**) for the supply of Access Services.

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:

4G means a mobile or cellular network that meets fourth generation standards for cellular wireless for the transmission of data.

Access Partner means a third party selected by us to provide some or all of the Access Service.

Access Service means a service that connects you or an End User to the Provider Edge (PE) Router of our network and may be supplied by us to you in conjunction with other Services.

Committed Information Rate (CIR) is the bit rate for which our network is dimensioned to provide the end user without impact from the usage of other subscribers.

Contented means an access method for the network in which connected devices gain entry to the communication medium on a first-come, first served basis.

Contention Ratio indicates the PIR:CIR ratio of traffic assigned to an access service e.g. 5:1.

CPI Increase means the percentage increase between the Consumer Price Index of all groups (Weighted Average Eight Capital Cities) published by the Australian Bureau of Statistics (CPI) of the previous financial year preceding the review date and the CPI for the previous financial year immediately preceding the current year's review rate.

End User means your customers.

Excess Information Rate (EIR) is the additional bit-rate that the end user can utilise and for which traffic can pass through the access network but may be partially or wholly unavailable due to network congestion.

Fixed Wireless means the wireless access technology used by the NBN in providing an NBN service to specific locations using fixed wireless to your or an End User's location.

FTTB means the fibre to the building technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a building and then VDSL to your or an End User's location.

FTTC means the fibre to the curb technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a node and VDSL from the node to your or an End User's location.

FTTN means the fibre to the node technology used by the NBN in providing an NBN service to specific locations using a combination of optical fibre to a node and VDSL from the node to your or an End User's location.

FTTP means the fibre to the premises technology used by the NBN in providing an NBN service to specific locations using optical fibre to your or an End User's location.

Interface as specified by you in the Service Order.

Microwave means a wireless network that uses the microwave radio frequency range for the transmission of data.

NBN Access Service means an Access Service provided across the NBN network through the use of the products described under their Wholesale Broadband Agreement (WBA) at <https://www.nbnco.com.au/>.

NBN Co means NBN Co Limited.

NBN is the National Broadband Network provided by NBN Co.

NBN Network means the telecommunications equipment, the satellite, wireless, copper, aluminium and optical fibre networks owned or controlled by, or operated by NBN Co (or any Related Body Corporate of NBN Co).

Peak Information Rate (PIR) is the sum of CIR and EIR.

Satellite means a wireless network that uses communication satellites for the transmission of data.

Service Delivery Point means the sites at which we will provide the Service.

Service Interface means the physical interface at the Service Delivery Point by which you connect to the Service.

Services mean a service(s) provided by us to you pursuant to a Service Order which is delivered using an Access Service.

Standard Terms and Conditions means the standard terms and conditions between us and you 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 at <http://www.vocus.com.au/legal-contracts>.

Subscriber means a device which is consuming bandwidth within the access network.

Supplied Connection Device means the network connection device supplied by us or our Access Partner which terminates an Access Service. Where no device is supplied, this refers to the tagged location which terminates an Access Service.

Vocus SLA means our service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as updated from time to time.

2. INTERPRETATION

2.1. In the event of any inconsistency between the terms of this Service Schedule, the Standard Terms and Conditions, a Service Order or a Service Schedule for a Service that is supplied in conjunction with the Access Service in relation to a particular supply of a Access Service, the following order of priority applies:

- (a) first the Service Order;
- (b) the Service Schedule for another Service;
- (c) Service Schedule for an Access Service;
- (d) the Service Level Agreement; and lastly the Standard Terms and conditions.

3. ACCESS SERVICES

3.1. This Service Schedule applies to Services delivered to you that is using an Access Service.

3.2. The Access Service may be supplied as either:

- (a) a Contended access whereby the service will share access network capacity with other subscribers; or
- (b) an un-contended access whereby access bandwidth is dedicated to the service.
- (c) For a Contended Access the performance of the service may vary depending on network conditions, both within our network and third-party networks used to deliver the service. A contended service may be supplied as:
 - i. Contended' without a specified contention ratio.
 - ii. Contended' with a contention ratio e.g. '5:1', indicating a mixture of EIR and CIR traffic.
- (d) Where a contended service is offered without a contention ratio there is no guarantee of any bandwidth availability - PIR and EIR are equal.
- (e) Where a contended service is offered with a defined contention ratio, this indicates the PIR: CIR traffic ratio. E.g. A 50Mbps access service with a 5:1 contention ratio would support up to 10Mbps of CIR traffic.
- (f) For an un-contended access, the access network is dimensioned to avoid congestion and (barring exceptional events) allow full availability of the bandwidth purchased. The bandwidth is generally not affected by other end users in our access network, or by the network conditions in third-party networks.

3.3. For contended and un-contended access services, the speed of the Access Service, as specified in the Service Order, is a theoretical maximum speed only. Actual speed observed will depend on:

- (a) overheads of the transmission protocols used; the size of the packets transmitted; any contention or congestion in the networks used in the transmission;

- (b) characteristics and configuration of hardware and software employed in the transmission including that of any of your Equipment; type of technology deployed by NBN Co to your Premises;
 - (c) where the Access Service is delivered using an ADSL, FTTN, FTTB, FTTP or FTTC or Hybrid Fibre Coaxial; factors including the length, type, quality, condition, number of joints, electrical interference (both internal and external) and weather conditions affecting copper cable within your Premises and between your Premises and the local node where the copper cable terminates; and
 - (d) where the Access Service is delivered using Wireless technologies of Microwave, 4G or Satellite, factors including, but not limited to, signal reception, interference, and premises cabling quality and condition, and weather conditions.
- 3.4.** An Access Service is typically supplied as part of another Service and may appear as an additional item on a sales order or invoice.
- 3.5.** You must:
 - (a) only utilise the Access Service using equipment supplied by us or our Access Partners and/or equipment that is ACMA approved telecommunications equipment;
 - (b) where applicable, ensure that your Equipment is compatible with the NBN Network, NBN Supplied Connection Device and or our Equipment.
- 3.6.** You acknowledge that:
 - (a) an Access Service is available in selected locations where an access Network is connected, ready for use and is subject to availability;
 - (b) We do not guarantee that any equipment supplied by either us or our Access Partner, including but not limited to the Service Interface, will be compatible with any of your Equipment;
 - (c) We do not guarantee that the connection speed made available to you will achieve the theoretical maximum connection speed at any given time; and
 - (d) the Access Service may not operate in the event of a mains power failure unless an uninterrupted power supply unit is installed by you.
- 3.7.** An Access Service where the Access Partner is NBN using their NBN Ethernet product may be additionally described as either:
 - (a) a Lite Access (Contended Lite Access, Un-Contended Lite); or
 - (b) a Premium Access (Contended Premium Access, Un-contended Premium Access).

4. NBN LITE ACCESS

- 4.1.** We will arrange and coordinate the activation of your NBN Access Service and will notify you once the connection is provisioned at the Service Delivery Point.
- 4.2.** It is your responsibility at its cost, to arrange and have installed;
 - (a) any trenching, conduits or erection of poles at your side of the Service Delivery point;
 - (b) any internal communications cabling infrastructure including any cabling from the NBN Supplied Connection Device.
 - (c) Any faults attributed to the above that need to be repaired will be your responsibility.
- 4.3.** The Service Delivery Point for a Lite Access is defined as the location of the NBN Supplied Connection Device. You are responsible at its cost for the supply, installation

and maintenance of the cabling between NBN Supplied Connection Device and your Equipment.

5. NBN PREMIUM ACCESS

- 5.1.** We will provide up to 30 meters of cable at no additional charge as part of the NBN Premium Access if there is insufficient internal communications cabling infrastructure between the NBN Supplied Connection Device and your requested Service Delivery Point.
- 5.2.** An additional fee will apply where you request from us to perform any of the following non-standard works:
 - (a)** any building penetration including wall/ceiling/floors;
 - (b)** installation of new cable trays or cable ducting;
 - (c)** communications cabling of more than 30m between the NBN Supplied Connection Device and your requested Service Delivery Point; and
 - (d)** replacement of any existing faulty cabling outside of the initial service delivery phase.

6. INCREASES TO SERVICES CHARGES

- 6.1.** During each financial year, where there is a CPI Increase greater than zero, the Charges will increase by that CPI Increase.
- 6.2.** Where the applicable Services being provided to you is dependent on a third-party service provider and such supply costs increase, we reserve the right to increase the Services Charges.

7. RELOCATIONS

- 7.1.** In the event you require a relocation of the Access Service or Service to a new location, you must give us written request in a manner nominated by us of such change. You acknowledge that not all Access Services or Services can be relocated.
- 7.2.** We will respond to the request and advise you whether the Access Service or Service can be relocated.
- 7.3.** In the event the Access Service or Service can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Access Service or Service as a result of the relocation.

8. UPGRADES

- 8.1.** You may request that the Access Service or Service, including delivery technology, be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service. Any applicable fees for this upgrade will be referenced in the Service Order.
- 8.2.** A once-off upgrade fee and additional monthly fees may apply. Fees for this upgrade will be referenced in the Service Order.

9. SERVICE DELIVERY

- 9.1.** It is your responsibility to ensure that your Equipment is maintained in good working order.
- 9.2.** The operation of your Equipment used in connection with the Access Service and any repairs will be your responsibility.

- 9.3.** If you notify us that the Supplied Connection Device contains faulty components, you must undertake the trouble shooting steps as notified by us or our Access Partner from time to time. You must give us and or our Access Supplier sufficient information to assess the fault. If we find that the relevant component is not faulty, we may charge you a service fee. We will tell you the amount of the service fee before we and or our Access Partner test the Supplied Connection Device.
- 9.4.** You are responsible for any damage, loss or theft of any equipment owned or provided by us or our Access Partner.
- 9.5.** Any equipment we or our Access Partner uses, including the Supplied Connection Device remains our property or the property of the relevant Access Partner. You must not relocate, move within your Premises, or remove the equipment from your Premises at any time, unless instructed by us or our Access Partner.
- 9.6.** You must follow any instruction provided by us or our Access Partner regarding the care, use or storage of the Supplied Connection Device or other equipment owned or provided by us or our Access Partner.

10. NBN FAIR USE

10.1 You must not, and to the extent permitted by law, must ensure that its End Users must not:

- (a) use the NBN Access Service in a manner which, having regard to the NBN Co Business Rules available at www.nbnco.com.au as updated from time to time, that we or NBN Co considers to be inappropriate, unreasonable or excessive; or
- (b) do any act, or fail to do any act, which are likely to cause us to breach the 'Acceptable Use' or 'Fair Use' policy of NBN Co.

10.2 Notwithstanding the above clause 10.1, we are not obligated to monitor the use of the NBN Access Service, or to suspend, limit, disconnect or terminate a NBN Access Service if there is excessive, unreasonable or unusual usage of the NBN Access Service.

11. ACCESS SERVICE TERMS AND CHANGES TO TERMS

11.1. We may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on you.

11.2. If any of the amendments referred in clause 11.1 will have a material adverse effect on, we will:

- (a) provide at least 90 days' notice to you of any amendments to the Service Schedule ("**Change Notice**") excluding any CPI Increase, otherwise any amendments that we reasonably believe will benefit you or have a neutral impact may be made immediately by us; and
- (b) you may elect to cancel your Services by giving us 30 days' notice in writing from the Change Notice date.

11.3. Notwithstanding anything else in this Service Schedule or the Standard Terms and Conditions:

- (a) to the extent permitted by law and without excluding, restricting or modifying any rights or remedies you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, you must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against NBN Co Ltd, its Related Bodies Corporate or

any of their respective personnel in connection with the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this Service Schedule;

- (b)** sub-paragraph (a) does not apply to a claim by for loss or damage suffered or incurred by you arising from or in connection with:
 - i. any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by NBN Co, its Related Bodies Corporate or any of their respective personnel or third party suppliers;
 - ii. the death or personal injury of any person to the extent caused or contributed to by:
 - 1. negligent or wilful acts or omissions of NBN Co, its Related Bodies Corporate or any of their respective personnel or third party suppliers; or
 - 2. any equipment or network owned, operated or controlled by NBN Co;
- (c)** We may assign the benefit of this section to NBN Co or its nominee without consent or, to the extent that consent is required, you hereby give that consent to us;
- (d)** to the extent that you resupply the Service, you must include sub-paragraph (a), sub- paragraph (b) and sub-paragraph (c) in its contracts with downstream customers and End Users as though:
- (e)** references to “you” were references to the relevant downstream customer or End User;
- (f)** references to “this Agreement” were references to the contract between you and the relevant downstream customer or End User; and
- (g)** the reference to “Vocus” in clause sub-paragraph (c) were a reference to Customer.