CLOUD SERVICE SCHEDULE

1 DEFINITIONS

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:

Administrator means a single employee, agent or independent contractor of the Customer, nominated in writing by the Customer, who is authorised by the Customer to provision, manage and administer certain aspects of the Service.

Archive means the service that provides a disk target for storage of Customer data utilising Customer provided software.

Backup Agent means the backup software installed on the End Point.

Backup as a Service means the service comprising of a disk target and included software that provides backup of Customer data according to the nominated Backup Plan.

Backup Plan means a contracted allotment of data in GB at a set rate, associated with a Retention Policy and Backup Schedule, to which customer End Point is subscribed.

Backup Schedule means the reoccurring process in which backups are performed.

Backup Type means the method in which the backup is performed, e.g. full backup or incremental backup.

Burst Fee means for particular Services, the charges payable by the Customer where applicable in accordance with the Service Order.

Compute means the combination of CPU or vCPU and RAM required for the operation of a Virtual Machine in the IaaS Platform.

Backup Platform means the hardware and software platform utilised by Vocus to deliver the Backup as a Service.

CPU means central processing unit and refers to the hardware that executes computer programmes (e.g. operating systems or applications).

Customer means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to "You" and "Your".

Data Centre means a secure and environmentally controlled facility for the physical storage and operation of computing and telecommunications equipment.

Disaster Recovery means the service which protects nominated VMs through replication into a secondary zone for use when the primary VM becomes unavailable.

End Point means the system on which the Backup Agent is installed.

Excess Data means data in GB exceeding the contracted allotment of data specified in the Backup Plan.

Firewall Service means a service designed to filter traffic between the Internet and a Customer's environment.

GB means Gigabytes, or a billion bytes.

Hosted Internet Gateway means a Firewall Service combined with Internet.

IaaS Platform means the hardware and software utilised by Vocus to deliver Infrastructure as a Service service,

Infrastructure as a Service (IaaS) or 'Services' means the virtualised Compute, Storage, Firewall, Hosted Internet Gateway, Backup as a Service, Archive Service, Disaster Recovery, Archive and Software services available under this Service Schedule and "Service" means any one of them.

Login ID means a unique login identifier issued to the Customer, which when used in conjunction with a Password, will enable the Customer to access and use the Service;

Operating System or OS is a collection of software that manages computer hardware resources and provides common services for computer programs. The hardware resources may be physical or virtual.

Password means a password, which when used in conjunction with a Login ID will enable the Customer to access and use the Service.

Primary Zone means the Zone that operates as the principal Zone where Services are utilised in more than one Zone.

Private Network means a layer 2 or layer 3 network service, designed to connect two or more locations together without the traffic being accessible to the Internet or passing through an additional firewall or other gateway.

Professional Services Rate Card means the document setting out Vocus' then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

RAM means random access memory and refers to the volatile memory of a computing system used to store information temporarily for the use of computer programmes. RAM is typically measured in GB.

Recovery Point Objective (RPO) means the amount of data at risk, measured by time.

Recovery Time Objective (RTO) is the duration of time taken to recover data after the Customer initiates the Disaster Recovery process.

Retention Policy means a defined manner in which backed up data will be maintained on the Backup Platform.

Secondary Zone means the Zone that is not the Primary Zone where Services are utilised in more than one Zone.

Service Levels means the service levels set out in the Vocus SLA.

Service Request mean a request from the Customer for information, advice, add, move, change or access to an IT function relating to Services purchased.

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 at http://www.vocus.com.au/legal-contracts

Storage means a disk storage system which contains multiple disk drives.

Tape Service means the transfer to and storage of Customer nominated data on removable magnetic data tape.

vCPU means a virtual CPU. One or more vCPUs are assigned to every Virtual Machine within a IaaS environment.

Virtual Machine means a virtual machine instance that executes within the IaaS Platform. Each Virtual Machine will be allocated an amount of Compute (CPU, RAM) and Storage resource, and includes references to "VM".

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.

Work means the work required to be performed by Vocus to enable the provision of the Services and includes any arrangements made with any other Supplier in relation to the provision of the Services.

Zone means the physical location of the Service.

2 THE SERVICES

2.1 General

(a) This Service Schedule is for the supply of Services. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.

(b) 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 applicable, will 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, any third party end user agreements and all applicable laws.

(c) Vocus may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

(d) Not all Services described in this Service Schedule are available in all Zones.

(e) Services offered in multiple Zones may be may be provided by Vocus using different infrastructure and software.

(f) The Customer agrees that where actual use is less than the allocated data set out in the Service Order, the Customer remains liable for the Charges set out in the Service Order.

2.2 Maintenance of Vocus Infrastructure as a Service Platform

Vocus must give the Customer as much prior notice as is reasonably practicable in the circumstances of:

(a) maintenance of the Vocus IaaS platform other than Scheduled Maintenance; and

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(b) any change to the Vocus IaaS platform which is likely to cause degradation to the Services.

2.3 System Integrity

Vocus reserves the right to limit, throttle or otherwise modify a Service supplied to a Customer, on a temporary or permanent basis, in order to ensure operational integrity and performance are maintained for all users of the systems and infrastructure that Vocus operates to deliver the Service.

2.4 Connectivity

The Customer agrees that:

(a) unless explicitly stated, connectivity is not included in a Service.

(b) access to Services is via the Internet or via a Private Network as specified in the Service Order.

(c) if the Customer has purchased Internet bandwidth from Vocus, the Customer will receive a data transfer allowance for bandwidth traffic to and from its Virtual Machine. Bandwidth utilised above that agreed allowance (as specified in the Service Order) will be charged as additional excess bandwidth at the rate specified in the Service Order.

(d) Where a Customer requires access to their Services via the Internet, the Customer must purchase from Vocus a Firewall Service.

2.5 Administrator

(a) Vocus will issue the Customer with one Login ID and Password for the Administrator.

(b) The Administrator is responsible for the generation of a Login ID and Password for each user and for issuing each user with their unique Login ID and Password (if applicable).

(c) The Customer acknowledges and agrees that Login IDs and Passwords may be used solely to facilitate access to the Service by the Customer and its users of the Service and that the Customer will not, and will ensure users do not, disclose any Login ID or Password details to any person who is not the Customer or the user to whom the Login ID or Password details relate.

2.6 Set-up and Installation

(a) Upon Vocus' request, the Customer must provide the items (if any) specified in a Service Order to Vocus on or before the date set out in that Service Order.

(b) Provided the Customer has complied with clause 2.6(a), Vocus must carry out the Work in accordance with the Service Order.

(c) The Customer acknowledges that the Charge set out in the Service Order for carrying out the Work is based on the information that the Customer has provided to Vocus. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of Vocus' negligence), the Customer must pay Vocus for any additional Services and Work required.

3 SERVICE DESCRIPTION – COMPUTE AND STORAGE

3.1 Compute and Storage

The Compute and Storage service consists of the following:

(a) one or more Virtual Machines comprising of:

    (i) vCPU resources purchased in vCPU (1GHz) units;

    (ii) virtual RAM resources purchased in 1GB units; and

    (iii) virtual storage in 10 GB units;

(b) a single VLAN for all Virtual Machines;

(c) configuration and management of the IaaS Platform to the reliability and availability set out in Vocus SLA;

(d) in respect of Storage, a data repository that is partitioned in virtual disks or LUN's;

(e) where specified in a Service Order, Third Party Software; and

(f) where the Customer purchases a dedicated blade for their exclusive use, one additional blade for redundancy must be purchased for every seven (7) or less dedicated blades.

3.2 Limits and Exclusions

The Customer acknowledges and agrees that the following limits and exclusions apply:

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(a) If there is any CPU contention, the CPU time will automatically be balanced between requesting resources.

(b) Once Storage capacity has been created, it cannot be decreased.

(c) The Customer is responsible for backups.

(d) Vocus does not include any Disaster Recovery Services unless expressly agreed otherwise on the Service Order.

(e) Monitoring and alerting of a Customer's VMs is not provided.

(f) Implementation services, including but not limited to, importing VMs, importing data, and configuration of the virtual Data Centre environment are excluded.

3.3 Vocus Responsibilities

Vocus will, as part of Compute and Storage:

(a) maintain server hardware used by the Services;

(b) monitor the IaaS Platform to ensure overall system reliability and availability; and

(c) ensure physical security of the IaaS Platform and Storage hardware and any necessary security to protect any software or system that is part of the IaaS Platform or Storage hardware but excluding any Operating System or application software that executes within a Virtual Machine or data stored within a Virtual Machine or other storage system.

3.4 Customer Responsibilities

The Customer must, and Vocus is not required to:

(a) create Virtual Machines and manage resource allocations;

(b) install, configure and maintain OS and application software patching; and

(c) implement and maintain the security of the Operating System, any application software that executes on a Virtual Machine and/or any data stored, whether temporarily or permanently, in a Virtual Machine or any other Storage.

3.5 Software Licencing

(a) The Customer must ensure that it has the correct type and quantity of licenses for all its Virtual Machines at all times.

(b) The Customer may not install any software that has not been supplied by Vocus on Virtual Machines without the prior consent of Vocus. Where requested by Vocus, the Customer must provide to Vocus copies of its software licences.

(c) Where Vocus provides to the Customer Third Party Software, that software can only be utilised by the Customer whilst a virtual server is hosted by Vocus.

(d) Vocus may pass through to the Customer and the Customer must pay, any increase in the cost of Third Party Software notified from the applicable licensor from time to time by giving to the Customer 30 days' written notice. Upon request from the Customer, Vocus will provide to the Customer supporting documentation of the increase from the licensor.

(e) The Customer acknowledges and accepts that Vocus will periodically conduct scans of the virtual server environment for the purpose of software and licence audits and also agrees to provide Vocus with the following:

(i) a true representation of staff and licensing numbers;

(ii) a report on license usage upon request by Vocus or Third Party Software Licensors; and

(iii) make all changes relating to licensing in writing or via a Service Order.

(f) Vocus may, upon reasonable notice (being not less than 20 days) require the Customer provide to Vocus all necessary documentation to verify compliance with clause 3.5(a).

(g) Where Vocus reasonably believes that the Customer does not have the correct type or quantity of licences for its usage, the Customer will be notified and will be asked to produce evidence of licencing or immediately procure the correct licences. The Customer may also be liable for licensing back charges. If the Customer does not comply with this clause, Vocus may, without liability, immediately terminate the Services on the basis that the Customer has failed to remedy a material breach by the Customer of the Agreement.

(h) The Customer agrees to indemnify and hold harmless Vocus from any third party

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claim arising out of the Customer's failure to comply with this clause 3.5 and the limitations of liability in the Standard Terms and Conditions do not apply.

3.6 No high risk use

(a) The Customer acknowledges and accepts that any software provided by Vocus as part of the Services are not fault tolerant and are not guaranteed to be error free or to operate uninterrupted and that the Services must not be used in any application or situation where failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage (**High Risk Use**).

(b) High Risk Use includes, but is not limited to aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilisation of Services for administrative purposes, to store configuration data, engineering and/or configuration tools or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage.

(c) The Customer agrees to indemnify and hold harmless Vocus from any third party claim arising out of the Customer's use of the Services in connection with any High Risk Use and the limitations of liability in the Standard Terms and Conditions do not apply.

4 SERVICE DESCRIPTION - FIREWALL SERVICE

4.1 Firewall Service

The Firewall Service consists of the following:

(a) an enterprise grade protective firewall;

(b) either:

    (i) a shared HA Virtual Firewall with a dedicated rule set; or

    (ii) a dedicated HA Virtual Firewall with dedicated rule sets,

as specified in the Service Order;

(c) one external and one internal interface;

(d) one VLAN;

(e) security and other updates to the Firewall Service; and

(f) configuration and deployment of the Customer's Firewall Service in accordance with the configuration set out in the Service Order.

4.2 Firewall Service Usage

The Firewall Service may be used to protect one or more of the following:

(d) Virtual Machine instances;

(e) Customer Equipment hosted in a Data Centre owned or operated by Vocus; or

(f) Customer Equipment connected to the Firewall Service by means of a communications network provided by Vocus.

4.3 Additional services

The Customer accepts that additional fees apply to additions or changes requested by the Customer to an existing Firewall Service including, without limitation:

(a) Adding Virtual Machine instances to a Firewall Service;

(b) Adding Customer Equipment or IP addresses to a Firewall Service;

(c) Adding networks to a Vocus supplied communications network being protected by a Firewall Service;

(d) Configuration changes to a Firewall Service; or

(e) Assistance in the configuration of customer equipment connecting to the Firewall Service.

4.4 Limits and Exclusions

The Customer acknowledges and agrees that the following limits and exclusions apply:

(a) If the supply of the Firewall Service causes an adverse effect on the Vocus Firewall Service as a whole, or any part of the Vocus network, or any Customer Equipment or Vocus Equipment, Vocus may at its discretion suspend the Service immediately pending resolution of the issue.

(b) Configuration of the Firewall Service will be enacted by Vocus under the direction of the Customer. The impact of any rule set or other configuration applied at the

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Customer's instruction or request is the responsibility of the Customer.

(c) The Firewall Service is provided on a reasonable efforts basis and does not guarantee security. the Customer accepts that Vocus is not responsible for any breaches of security, attempted or successful intrusion, loss or damage incurred by the Customer as a result of or related to any actual or perceived failure of the Firewall Service or other breach of the Customer's security.

(d) The Firewall Service does not include the Vocus DDoS Protection Service, which protects the Customer from Distributed Denial of Service (DDoS) attack using traffic scrubbing, filtering, black holing or other actions.

(e) In the event the Customer procures Hosted Internet Gateway from Vocus, the Customer agrees to comply with the terms of the Vocus Internet And IP Transit Service Schedule.

5 SERVICE DESCRIPTION – BACKUP AS A SERVICE

5.1 Backup as a Service

The Vocus Backup as a Service is delivered as an infrastructure service where Vocus manages the Backup Platforms and the Customer manages their End Points.

5.2 Vocus Responsibilities

Vocus will, as part of Backup as a Service:

(a) ensure the integrity of the Backup Platform;

(b) ensure sufficient network connectivity, capacity and availability within the Backup Platform;

(c) monitor the Backup Platform on a 24x7 basis;

(d) configure the Backup Schedules including the association of an End Point with a Backup Schedule;

(e) where a Tape Service has been procured, import and export media from the tape library, and facilitate collection and storage of tape media at an offsite facility; and

(f) create a unique DNS name to be used to identify the End Point.

5.3 Customer Responsibilities

The Customer is responsible for performing the following tasks:

(a) The following self-service tasks (**Self Service Tasks**) in order to complete the delivery of the Backup as a Service.

    (i) include or exclude items to be backed up within a client backup set;

    (ii) perform a restore where the restore does not require offsite media, and is not a restore of an image backup from the Vocus virtual platform;

    (iii) stop, start and pause backup jobs;

    (iv) report on the status of the last backup job performed by a backup client;

    (v) install a Backup Agent on an End Point; and

    (vi) install local media agents or proxies;

(b) configuration of a unique client DNS name assigned by Vocus, in a manner which results in the name being resolvable to the End Point IP address by the End Point;

(c) planning Recovery Point Objectives and Recovery Time Objectives in line with the Customer's business requirements and the functionality provided by this service;

(d) nominating servers and / or data to be backed up;

(e) performing testing restores as required to ensure the integrity of backed up data, and usability of data; and

(f) requesting Vocus services (provided on a Time and Materials basis) to perform test restores, where it is beyond the ability of the customer to perform this themselves. For example, where tape media needs to be recovered from offsite.

5.4 Restoration

(a) Restoration of services or data incurs additional charges at Vocus' then current Professional Services Rate Card.

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(b) Where restoration is required to a device other than a network end point or where performance to a network endpoint is unsatisfactory, it is the Customer's responsibility to provide an alternative device or endpoint for restoration of data.

(c) Restoration services, including restoration from Tape Service, from Vocus are provided on a reasonable efforts basis and cannot be guaranteed for example due to compatibility issues, from the manufacturer or tape failure.

5.5 Backup Validation/Test Restoration

(a) Where a test restoration is requested, any time incurred by Vocus engineers will be charged to the Customer at Vocus standard engineering rates.

(b) For the avoidance of doubt, it is the sole responsibility of the customer to ensure the integrity of backed up data as Vocus has no way of validating nature, content and form of any backed up data.

5.6 Backup Type

(a) For file system or image Backup Agents the first backup to be performed for the End Point will be a full backup. All subsequent backups will be incremental backups followed by synthetic full backups.

(b) For all other Backup Agents, a full backup will be performed on the Friday of each week. Subsequent backups will be incremental backups until the Friday full backup occurs again.

5.7 Tape Service

Where the Customer procures Tape Services, the following terms apply:

(a) All data copied to tape will be a full backup.

(b) the tapes will be stored at an off-site third party location.

(c) upon expiry or termination of the Tape Service, Vocus will destroy the backup tapes unless the Customer has, within 20 Business Days of termination or expiry, requested that Vocus to return the backup tapes to the Customer.

(d) Tape Service does not include restoration of the data from the backup tapes by Vocus.

5.8 Excess Data

In the event the Customer exceeds the allocated data set out in the Service Order, Excess Data will be billed at the Burst Fee specified in the Service Order. Where no Burst Fee has been specified, the Customer agrees that the Burst Fee shall be 1.5 times the per GB rate associated with the Backup Plan.

5.9 Limits and Exclusions

The Customer acknowledges and agrees that Backup Plans are based on a finite rate of change of the protected data of 1% between restore point. Where a Customer's average rate of change exceeds an average of 1% in a month, the Customer accepts that a revised rate may be payable for future backups.

6 SERVICE DESCRIPTION - ARCHIVE

6.1 Archive Service

The Archive Service is a disk service which is used as a storage and backup platform.

6.2 Vocus Responsibilities

Vocus will provide the following as part of the Archive Service:

(a) ensure the integrity of the Archive Service platform;

(b) ensure sufficient network connectivity, capacity and availability within the Archive Service platform; and

(c) monitor the Archive Service platform on a 24x7 basis.

6.3 Customer Responsibilities

The Customer is responsible for performing the following tasks:

(a) Configuration of servers, applications and any other services utilising the Archive Service.

(b) Any configuration of infrastructure that may be required to utilise the Archive service.

(c) Nominating the required amount of storage on the Archive Service.

(d) Advising Vocus of required increases to storage allocations required.

7 SERVICE DESCRIPTION – DISASTER RECOVERY

7.1 Disaster Recovery Service

The Disaster Recovery Service provides for nominated VMs in the IaaS Platform to be automatically replicated to a geographically separate cloud platform, for use when the Primary Zone becomes inoperable or unavailable. The Disaster Recovery Service consists of the following

(a) Disk based replication of VMs to a separate zone.

(b) RPO of 30 minutes.

(c) RTO of 4 hours.

(d) Failover testing, during Business Hours, of up to 2 times per year.

7.2 Vocus Responsibilities

Vocus is responsible for performing the following tasks:

(a) Disk based replication to the disaster recovery site.

(b) Network connectivity between Primary Zones and Secondary Zones.

7.3 Customer Responsibilities

The Customer is responsible for performing the following tasks:

(a) Initiate the disaster recovery invocation.

(b) Nominate which VMs are required to be available for Disaster Recovery.

(c) Conduct at least one disaster recovery failover test per annum and validate the results of the test.

(d) Advise Vocus of changes to the VMs nominated for Disaster Recovery as early as possible, including adds, changes to or removal of VMs;

7.4 Limits and Exclusions

(a) Replication zones must be within the same State.

(b) Virtual Machines must be specified with the same resource allocations in the Primary Zone and Secondary Zone.

(c) Any alteration or corruption of data in the Primary Zone may impact the Secondary Zone.

(d) The Customer is unable to amend RPO and RTO timings as they are platform specific.

8 SERVICE AVAILABILITY

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

9 ADDITIONAL SERVICE CHARGES

9.1 Service Requests

Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

9.2 Additional Resources for Existing Services

The Customer may request additional resources for existing Services in writing, including by email or service requests or any other method as directed by Vocus, and agrees that such requests are a valid variation to their existing Services.

9.3 Other Charges

Where the Customer requests Vocus provide services not expressly stated as being part of the Service, the Customer accepts and acknowledges that Vocus may charge the Customer additional charges for the performance of such requests.