

ENTERPRISE STANDARD TERMS AND CONDITIONS

STRUCTURE OF THIS AGREEMENT	
1. Agreement	This Agreement comprises 4 parts, which apply as follows: (1) Enterprise Standard Terms and Conditions: to all services that we provide to enterprise customers; (2) Service Level Agreement: only in relation to certain services; (3) Service Schedules: only in relation to the specific Services provided to you; and (4) Service Order.
2. Who is an enterprise customer	You are an enterprise customer if you: (a) at the time you enter a contract with us, employ 100 people or more; or (b) have annual turnover of AUD \$10 million or more.
3. Service Level Agreement and Service Schedules	(c) You can find the Service Level Agreement and Service Schedules for each of our Services here. (d) The Service Schedules only apply for as long as we provide you with the Services.
4. Priority	If terms of this Agreement are inconsistent, the order of priority is: (1) Service Order; (2) Service Schedules; (3) Service Level Agreement; and (4) Standard Terms and Conditions.
5. Reason for Order of Priority	Some of our products and services are supplied by third parties and have their own terms. These terms are included in the Service Order so you can order easily without having to vary our Standard Terms and Conditions.
DURATION	
6. Agreement Start Date	This Agreement starts and is effective on the last date it is signed by both parties.
7. Order Start Date	The term of the Service Order starts from the date we advise you the Service is 'ready for use'.

8. After the Fixed Term	After the Fixed Term, we will continue to supply the Services on a month-to-month basis until you cancel the Services or terminate this Agreement in accordance with clause 45 (You can terminate).
SERVICES FOR YOUR GROUP COMPANIES	
9. Purchasing Services for your Group Companies	Your Group Companies can purchase Services under this Agreement if you: (a) provide us with your Group Companies' full corporate details; (b) inform your Group Companies of the contractual arrangements in this Agreement; (c) are responsible for the obligations of your Group Companies (including payment) as if they were your own; and (d) ensure that your Group Companies use the Services consistently with the terms of this Agreement.
SERVICES	
10. Ordering Services	(a) You can purchase Services by placing an order, which includes the Services, Fixed Term, Charges and any special conditions that apply. (b) We will accept, reject or respond to your order. (c) If you would like to purchase additional Services, you need to place a new order.
11. Installation of Services	(a) You must provide us with access to your premises and buildings to install the Services. (b) We will install the Services in your Service Order, subject to the acceptance testing process below. (c) As there can be unforeseen circumstances in installing the Services, we will install the Services as close as possible to the targeted delivery date communicated to you, unless we agree otherwise in a Service Order. (d) We may need third-party suppliers to install some Services and we will let you know if this is the case. (e) Following installation of your Services, if you notify us in writing of an issue during the Acceptance Testing Period, and the issue is not caused by your own equipment and/or system, we will promptly conduct a review in order to resolve any identified issues. (f) If we have not received written notice of an issue from you during the Acceptance Testing Period, you are deemed to have accepted the Services and the Fixed Term will commence after the Acceptance Testing Period.
12. Supply of Services	(a) We will supply the Services in accordance with this Agreement (including the Service Level Agreement).
13. Use of Services	You must not use or attempt to use the Service: (a) other than for the purpose we have specified (if any);

	(b) to break laws, infringe upon anyone else's rights, or harm property or people; (c) in a way that damages, interferes with or interrupts the Service or our network; or (d) to re-supply or re-distribute the Service (or any part of it) without our prior express written agreement.
14. Training	(a) We may offer training to assist you to use the Services. (b) Training may incur an additional once-off charge.
15. Fault Reporting	(a) If there is a fault, you must firstly ensure the fault has not been caused by your equipment or software application. (b) You can report faults to our network operations centre and find information on how to get support here. (c) If the fault was due to your equipment, software or failure to use the Services in accordance with this Agreement, we may charge you for our costs incurred in restoring the Service.
16. Rebates	(a) If we do not provide the Services at the service levels set out in the Service Level Agreement and you have reported the fault, you will be eligible for the rebate set out in the Service Level Agreement. (b) The rebate is your sole remedy if we do not meet the required service levels.
17. Maintenance	(a) We may conduct maintenance on our network from time to time. (b) You acknowledge network maintenance may impact the Services we provide to you. (c) We will use our best efforts to tell you before conducting maintenance work. (d) You can get regular updates on our maintenance work here.
EQUIPMENT	
18. Title and Risk	(a) Any time you receive equipment from us, it continues to be our property unless we sell it to you. (b) If we sell equipment to you, title passes to you when you pay us and risk passes to you when we deliver the equipment to your nominated address.
19. Our Equipment	While our equipment is in your care or on your premises, you must: (a) use the equipment correctly and in line with instructions we give, including ensuring it has suitable space and power; (b) allow us to service, modify, maintain, repair or replace the equipment; (c) pay us for any theft or damage to our equipment, except for fair wear and tear; (d) keep our equipment free from charge, mortgage, lien or encumbrance, and make it clear to third parties that it belongs to us; (e) only if we request, co-operate with us (including by executing any documents) to enable us to register a security interest over the

	equipment in accordance with the <i>Personal Properties Securities Act 2009</i> (Cth) and <i>Personal Property Securities Regulations 2010</i> (Cth).
20. Your Equipment	You must ensure your equipment used in connection with the Services is fully compatible and complies with Applicable Laws.
WARRANTIES	
21. Warranties	We warrant that: (a) we have the right to supply the Services to you; (b) our equipment and/or Services are of merchantable quality, fit for purpose and conform to any relevant specifications, description or requirements specified in your Service Order, any published manufacturer's specifications; and (c) the Services will be performed by us with due care and skill by Personnel with the necessary qualifications and experience.
QUALITY MANAGEMENT	
22. Quality Management System	(a) We will maintain quality management systems and procedures in respect of our provision of data network communications and data centre co-location services in accordance with our ISO9001:2015 (Quality Management System) certification or equivalent. (b) If you request in writing, we will provide you with a copy of our latest ISO9001:2015 certification or equivalent.
PAYMENT AND TAX	
23. Invoice	We will issue you a monthly invoice for the Charges.
24. Payment	You must pay all Charges within 30 days of the invoice date. If your method of payment incurs charges from your financial institution, you must pay these charges.
25. Invoice Disputes	You can dispute an invoice (or any part of it) only by: (a) notifying us in writing within 14 days of receiving the invoice of the reasons for disputing the invoice; and (b) paying the undisputed amount when due.
26. Late Payment	If you pay late, we may: (a) suspend the Services after writing to you and giving you a reasonable opportunity to pay; or (b) charge you interest at the rate set by the Commonwealth Bank plus 2%.
27. GST	Our charges exclude GST unless otherwise stated. You must pay the GST specified on the invoice.
28. Withholding Tax	(a) You will pay the Charges without withholding or deduction unless prohibited by law.

	(b) If you need to pay withholding tax, you will pay us an additional amount that will result in us receiving the full amount, which we would have received if no withholding or deduction had been made.
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LEVEL PLAYING FIELD REGULATION	
29. Home-based Businesses	(a) The <i>Telecommunications Act 1997</i> (Cth) (Level-playing field provisions) prevents us from providing certain services over our infrastructure to Home-based Businesses. (b) You warrant that you are not a Home-based Business. (c) If you become a Home-based Business, you must notify us in writing, and we may arrange an alternative supplier.
COMPLIANCE	
30. Compliance with Applicable Laws	We will comply with all Applicable Laws.
31. Your Personal Information	(a) We will only collect Personal Information necessary to supply the Services, which is generally limited to the contact details of your Personnel responsible for arranging the Services; and will handle your Personal Information in accordance with our Privacy Policy. (b) We do not access any information, including Personal Information, which you transmit across the Services which we supply.
32. Security	(a) We will: (i) maintain and continually improve our information security framework and measures, which are necessary to protect your Personal Information and Confidential Information to the extent to which we will have access to that type of information; (ii) provide written evidence of our ISO/IEC 27001 (Information Security Management System) certification or equivalent to you upon written request; and (iii) perform annual security penetration and vulnerability testing of our network using a qualified and independent security provider. Our systems are subject to compliance with certain security obligations, including our Telecommunications Sector Security Reforms obligations under the <i>Telecommunications Act 1997</i> (Cth) and our network management obligations under the <i>Security Legislation Amendment (Critical Infrastructure Protection) Act 2022</i> (Cth). (b) You will be responsible for storage and back-up of data which you transmit over the Services we supply to you, unless we agree otherwise in writing.
33. Work Health and Safety	Where our Personnel are on a site which is owned, controlled or managed by you: (a) we will ensure that our Personnel comply with all reasonable work health and safety policies or requirements requested by you in writing. If any requirements incur a cost, you will cover these costs; (b) we will promptly notify you in writing of any injury or accident involving our Personnel, or any breaches or non-compliance with the work health and safety requirements under any Applicable Laws; and

	(c) you will promptly respond to and notify us of any injury or accident involving our Personnel, or any breaches or non-compliance with the work health and safety requirements under any Applicable Laws.
34. Modern Slavery	(a) We will comply with our reporting requirements and will maintain our policies and procedures in accordance with all applicable modern slavery laws. (b) We take reasonable steps to require that each of our suppliers and/or contractors directly involved in the supply of the Services maintain their own policies and procedures designed to ensure that no form of modern slavery occurs in their business. (c) We will notify you promptly in writing upon becoming aware of any modern slavery incident, complaint or allegation in our supply chain which affects the Services and impacts you.
CONFIDENTIALTY	
35. Confidentiality	In relation to the other party's Confidential Information, each party shall: (a) keep it confidential for 3 years after the date of disclosure; (b) use it solely for the purpose of performing its obligations or exercising its rights under this Agreement; (c) not disclose it to any person, except its directors, officers, employees or professional advisors who need it to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Laws; (d) ensure that such persons keep it confidential; and (e) return or destroy it on termination of this Agreement, except where it is necessary to keep it for regulatory reasons in secure archives.
36. Customer Reference	We may publicly refer to you as a Vocus customer in our marketing, sales, financial material, or reports. If you do not want us to refer to you as a customer, you must let us know in writing.
INTELLECTUAL PROPERTY	
37. Ownership	Each party retains ownership of its own IPR.
38. Licence	Each party grants the other party a licence to use the IPR owned by or licensed to it or its Group Companies, and which the other needs to use for the purpose of providing or using the Services.
39. Licence Terms	Each licence is: (a) non-exclusive, non-transferable, and non-sublicensable; (b) subject to the licensee not copying, modifying, reverse engineering, and adapting, unless expressly permitted by Applicable Laws; and (c) solely for the duration of the Services.
40. Third Party Licences	Where a party makes third party licences available to the other, the party will: (a) notify the other of the applicable licence terms; and

	(b) comply with such terms.
LIABILITY AND INDEMNITY	
41. No Indirect Loss	Neither party is liable for: (a) any loss (direct or indirect) of profit, revenue, anticipated profits or savings, or goodwill; (b) any loss of or corruption of data; (c) loss or damage to credit rating or increased financing costs; (d) any indirect or consequential losses, regardless of whether they were contemplated by either of the parties when the Agreement was entered into or when the relevant Service Order was placed under it, unless such liability cannot be excluded under the Applicable Laws.
42. Liability Cap	(a) A party's aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) during each consecutive 24 month period starting on the date of last signature of the Agreement (Liability Period) shall not exceed the amount of the Charges paid or payable in respect of that Liability Period. (b) If the Liability Period is less than 24 months, a party's liability shall not exceed the monthly Charges paid or payable for that Liability Period multiplied by 24. (c) Except as provided by law, our suppliers and/or contractors are expressly excluded from all liability to you arising out of, or in connection with, any Services provided by us to you or any delay or any failure to provide the Services to you under this Agreement.
INSURANCES	
43. Insurances	(a) We will maintain the following insurances: (i) professional indemnity insurance for not less than A\$20,000,000 in respect of each occurrence and in the aggregate; (ii) public liability insurance for not less than A\$20,000,000 in respect of each occurrence and unlimited in the aggregate; and (iii) workers' compensation insurance in accordance with Applicable Laws. (b) Upon written request, we will provide you with our latest insurance certificates of currency.
BUSINESS CONTINUITY	
44. Business Continuity	We will maintain a business continuity plan to ensure we can continue to provide Services to you. Our plan will include periodic testing of our ability to provide Services to you.

TERMINATION	
45. You can terminate	(a) You can cancel your Service or terminate this Agreement at any time by giving us 30 days' written notice. (b) However, if you cancel your Service during the Fixed Term, you must pay us the monthly Charges for the Services multiplied by the number of remaining months, which is a genuine pre-estimate of the loss that we will suffer. If we save costs from not having to deliver the Services to you, we will deduct these from the amount that you must pay us. (c) If you cancel a Service before we have provided it to you, you must pay us any costs we incur in preparing to provide the Services to you.
46. We can terminate	We can terminate a Service or this Agreement immediately by giving you written notice if: (a) you fail to remedy a breach of this Agreement and we have given you 14 days' written notice asking you to do so; (b) you breach clauses 13 (Use of Services) and 19 (Our Equipment), each of which are essential terms of this Agreement; (c) you fail to pay any amount due under this Agreement within 14 days of the date that we write to you seeking payment; (d) we cannot provide the Services in accordance with this Agreement because of a third-party supplier failure not caused or contributed to by us; (e) we are required to do so by law or government direction; (f) we cannot obtain or retain any permit, licence, lease, or consent required to provide the Services; (g) you become (or likely to become) bankrupt or insolvent, or an administrator, receiver or scheme administrator is appointed to manage your business or assets; or (h) the Fixed Term has expired.
47. We can suspend	We can suspend the Services if: (a) you fail to pay any amount due under this Agreement within 14 days of the date that we write to you seeking payment; (b) we believe it is necessary to do so to maintain, protect or restore any part of our network; or (c) there is an emergency; only for as long as it is necessary to do so.
48. Effect of Termination	If this Agreement (or any part of it) is terminated, you must: (a) stop using the Services; (b) return (or make available for collection) any equipment owned by us in accordance with our reasonable instructions; and (c) pay all Charges due under this Agreement.

49. Force Majeure	(a) If a Force Majeure event occurs which prevents either party from performing any or all of its obligations under this Agreement, and the affected party gives the other party written notice as soon as possible, the affected party is: (i) not liable for that failure or delay; and (ii) not required to perform its obligations, whilst affected by the Force Majeure event. (b) Either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party is subject to a Force Majeure event which continues for more than 30 consecutive days.
DISPUTES	
50. Senior Representative Resolution	If there is a dispute, both parties' senior representatives must meet to try to resolve it.
51. CEO Resolution	If your and our senior representatives have not resolved the dispute within 1 month of their first meeting to resolve the dispute, both parties' CEOs must meet to try to resolve the dispute.
52. Litigation	If both parties' CEOs do not resolve the dispute within 1 month of their first meeting to resolve the dispute, either party may take further action, including commencing legal proceedings.
53. Interlocutory Relief	Nothing in this Agreement prevents either party from seeking urgent interlocutory relief.
CHANGING THE TERMS	
54. Changes in Writing	With the exception of changes made in accordance with clause 55 (Changes required by Applicable Laws) and any Service Schedule, any amendment to this Agreement must be in writing and signed by the parties.
55. Changes required by Applicable Laws	We may vary this Agreement (including changing or introducing new charges, or changing or withdrawing Services), where required to comply with Applicable Laws. We will notify you of such change as is reasonably practicable.
ASSIGNMENT AND SUB-CONTRACTING	
56. Assignment	Neither party can assign or transfer its rights or obligations under this Agreement without the other party's prior written consent.
57. Sub-contracting	Subject to clause 42 (Liability Cap), we may sub-contract some or all of our obligations under this Agreement but shall be responsible to you for the acts or omissions of our sub-contractors.
AUDITS	
58. Security Audits	We will: (a) permit you to conduct any reasonable security audits to verify our compliance with our material obligations under this Agreement,

	subject to our Security Policy, Information Handling Policy, and Confidentiality Policy, and only to the extent that any disclosure of information by us will continue to safeguard and maintain our security posture. (b) not be able, for security reasons: (i) allow any external parties onto our sites or premises; and (ii) provide any information and/or written documentation which may weaken our security posture.
59. Financial Audits	We will permit any reasonable financial audits to be conducted by you, at your cost, provided that such audits are conducted by you no more than once every 12 months and are subject to the requirements of clause 58 (Security Audits).
GENERAL	
60. Trust	You must tell us if you are a trust.
61. Resupply of Vocus Services	If you are resupplying our Services to your customers 'as is' or in combination with other goods or services, you agree to the Vocus Resupply Terms Schedule here .
62. Inclusive Wording	Any phrases introduced by the terms, "including", "include", "in particular", or any similar expressions, are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.
63. Survivability	(a) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force. (b) This Agreement will be binding on the parties and their successors, trustees, permitted assigns, or receivers but no other person.
64. Severance	Any provision of this Agreement found to be unenforceable does not form part of the Agreement, but the remaining provisions continue in full force.
65. Notices	All notices shall be sent to the parties' respective registered office set out in this Agreement by registered post, or email to an email address previously used or advised by the other party.
66. Entire Agreement	This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes any previous agreements between the parties.
67. No Reliance	The parties acknowledge that, in entering into this Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by this Agreement.
68. Further Assurances	(a) Each party will, from time to time, do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

	(b) Each party acknowledges that it has obtained legal advice, or had the opportunity to obtain legal advice, in connection with this Agreement.
69. Authority to Sign	Each party warrants that the individual executing this Agreement has the full and proper authority to do so.
70. Joint and Several Liability	If this Agreement is executed on behalf of you by more than one party, each party shall be jointly and severally liable for your obligations.
71. Counterparts	This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.
72. Governing Law and Jurisdiction	This Agreement is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

DEFINITIONS

Acceptance Testing Period	A period of 5 business days, starting on the date of installation of a Service under this Agreement, for the purposes of connecting any of your own equipment and/or systems to the Service.
Applicable Laws	Laws, regulations, binding codes of practice, rules or requirements of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) us in the provision of the Services; and/or (ii) you in the receipt of the Services or the carrying out of your business.
Charges	The charges and fees for the Services or equipment set out in a Service Order.
Confidential Information	Confidential information (i) concerning the business and affairs of a party or its Related Body Corporates, which a party obtains or receives from the other party; or (ii) which arises out of the performance of any Services.
Fixed Term	The term of an individual Service as specified in a Service Order.
Force Majeure	Any cause preventing a party from performing any or all of its obligations, which arises from events beyond the control of the affected party.
Group Companies	Any company which is a Related Body Corporate, as defined in the <i>Corporations Act 2001</i> (Cth).
GST	Goods and services tax or value added tax as applicable under the relevant jurisdiction.
Home-based Business	A business carried on where most or all the work of the business is carried out at the residence of the business owner or owners, whether the business is operated by an individual or individuals, a company, a partnership or a trust.
IPR	(i) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill

	associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and rights to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.
Personal Information	Information about an identified individual or an individual who is reasonably identifiable.
Personnel	Any directors, officers, employees, agents or representatives of a party.
Service(s)	The services provided by us under this Agreement, and which are specified in a Service Schedule.
Service Order	An order, which may be referred to by us as a 'Sales Order' in Vocus' standard form for the provision of a Service, and which includes the Services, any Fixed Term, Charges or special conditions that apply, and signed by Vocus or both parties (as applicable).
Service Schedule	A description of a Service found here .