

**INTERNET SERVICE SCHEDULE
VIA
VOCUS SATELLITE - STARLINK
- Australia -**

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:

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

Portal is where Vocus has granted the Customer login access in relation to the Services (currently accessible at <https://support.vocus.com.au/s/as>).

Service means Vocus Satellite – Starlink.

Service Interface means the physical interface at the Service Delivery Point by which the Customer connects to the Service.

Service Plan means the service plan for the Service specified in a Service Order.

Vocus SLA means the Vocus service level as set out in this Service Schedule or as otherwise agreed between the parties in writing.

2. VOCUS SATELLITE - STARLINK

- 2.1. Vocus Satellite – Starlink (**Starlink Satellite**) is a two-way satellite-based internet service. The Service is provided using a best-effort transmission service using the Starlink Low Earth Orbit (LEO) Satellite Network.
- 2.2. **Service Location:** In relation to service location, the Customer accepts the following Starlink Satellite limitations.
 - (a) Service Plans supplied at a 'fixed location' will be provided to the Customer location specified in the Service Order, using the Starlink satellite equipment and other equipment specified in the Service Order (**Starlink Kit**).
 - (b) Service Plans supplied with 'mobility' enabled will enable the Customer to relocate their Service anywhere within Australia at no extra charge. Service mobility outside of Australia is not guaranteed.
 - (c) The Starlink satellite terminal is required to be installed with an uninterrupted field of view to the sky. Failure to install correctly may affect service performance.
- 2.3. **Speeds and Traffic Priority:** In relation to speeds and traffic priority, the Customer accepts the following Starlink Satellite limitations.
 - (a) Starlink is a best effort service. Actual throughput may be less than the maximum speed provided.
 - (b) Dependent on the Service Plan, a monthly volume of traffic will be prioritised traffic. The volume of prioritised traffic is determined by the Service Plan chosen.
- 2.4. **IP Addresses:** IP addresses (static or dynamic) for the Starlink Satellite Service are determined by Starlink. Starlink reserves the right to change their policy on IP addressing.
- 2.5. **Starlink Satellite Customer Acknowledgements:** In relation to the Starlink Satellite Service, the Customer acknowledges that:
 - (a) there exists no contractual obligation between Starlink and the Customer;
 - (b) its use of the Starlink Satellite Service and Starlink equipment is at its own risk. The Service is not suited or intended as a mission-critical or safety-of-life service;

- (c) it is using a public, unfiltered internet connection and should take all precautions for the security and filtering of the Customer's information;
- (d) it is solely responsible for any loss or damage to its equipment, device or to any information or other data that may result from the use of the Starlink Satellite Service;
- (e) there may be interruptions, delays, omissions, inaccuracies with the Starlink Satellite Service and that it may not always be available;
- (f) the Starlink Satellite Service is subject to the Starlink Acceptable Use Policy, Starlink Fair Use Policy, Starlink Licence & Usage Terms and Starlink Specifications, which are available at: www.starlink.com/legal;
- (g) software copies and updates installed on the Starlink equipment are not sold, only licensed to the Customer (on a nonexclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink equipment and subject to the Software License and Usage Terms, which are available at www.starlink.com/legal;
- (h) Vocus is not responsible for removing the Starlink Kit at the end of any Fixed Term; and
- (i) subject to the benefit of the Manufacturer's Limited Warranty, the Customer is responsible for the proper operation and maintenance of the Starlink equipment. The Customer may seek Vocus' assistance in repairing or replacing equipment that is outside of warranty. Any such assistance will incur additional charges.

2.6. **Customer self-installation:** Where a Customer chooses self-installation of their Starlink Satellite service:

- (a) Vocus will send the Starlink Kit to the Customer; and
- (b) the Customer acknowledges that it is responsible for all installation activities. Vocus makes no guarantees about self-installation support provided to customers by Vocus.

2.7. **Professional installation:** Where a Customer chooses professional installation of their Starlink Satellite service, the Customer acknowledges the following responsibilities associated with the installation for each install location. The Customer agrees to perform the following requirements prior to equipment arriving to site. If any of these conditions are not met, the Customer may be charged additional fees and/or have their Service cancelled at the expense of the Customer and acknowledges that installation may be delayed.

- (a) Identify a suitable location for installation of the Starlink Kit.
- (b) Perform a check for obstructions using the Starlink app.
- (c) Obtain any necessary land and building approvals for Starlink Kit installation.
- (d) Obtain any necessary site approvals and inductions for any contractors attending site, including contractors supplied by Vocus.
- (e) Ensure an authorised representative is available onsite to approve any price adjustments that may arise due to changes of installation scope.

2.8. **Kit modifications:** Modifications or alternations (including changes that are cosmetic in nature) to the Starlink Kit are subject to the Exclusions in clause 2.17 and may affect Service performance. The Customer must not modify any Starlink Kit in a manner that contradicts the Install Guide (available on the Starlink app) or would otherwise alter the transmission characteristics of the equipment, without Vocus' approval. To maintain the Manufacturer's Limited Warranty in clause 2.15, all modifications made by the Customer to the Starlink Kit must be approved by Vocus in writing. At Vocus' sole discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment warranty may be voided.

2.9. **Kit Installation for Use on Moving Vehicles:** The Customer agrees to take proper precautions if installing a Starlink Kit to be used on a moving vehicle or vessel. The Customer is responsible for ensuring that the antenna

mount is installed on a structurally sound, horizontal surface. The Customer acknowledges that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. The Customer must not mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount.

- 2.10. **In-Motion Use Prohibited:** The Customer must not install or use a Starlink Kit on a moving vehicle or vessel unless Starlink has designated the specific Kit model and/or mount for in-motion use.
- 2.11. **Fair Use Policy.** The [Starlink Fair Use Policy](#) describes how Starlink manages network traffic and allocates customer data based on your Service Plan.
- 2.12. Your data usage which is an aggregation of up/down link data will count toward the priority access limits any time you use Starlink.
- 2.13. **Changes:** Vocus may change or discontinue Starlink Satellite Service, Charges and the terms of this Service Schedule from time to time under the following conditions:
- (a) Vocus will provide at least 30 days' notice prior to making any material changes to these terms;
 - (b) Vocus will pass through any supplier increases from Starlink to the Customer during the contract term; and
 - (c) by continuing to use the Service after the notice period, the Customer agrees to any changes notified by Vocus pursuant to this clause.
- 2.14. **Early Termination:** The Customer agrees to the following early termination conditions.
- (a) In the event that Vocus makes a material adverse change to the Service Plan or Charges, the Customer may, within 30 days of receiving Vocus' notice to the change, cancel their Service by giving at least 30 days' notice to Vocus. In such case, no early termination charges will apply, excluding any outstanding hardware charges, which must be immediately paid in full by the Customer.
 - (b) In all other circumstances, where the Customer chooses to cancel their service prior to the end of any Fixed Term, the Customer must immediately pay Vocus any outstanding hardware charges, plus 30% of remaining total remaining contract value of the Services during the Fixed Term.
- 2.15. **Manufacturer's Limited Warranty:** The Starlink Kit and Services are novel, still in beta testing phase, under development, and subject to change. Vocus will use reasonable efforts to facilitate that the Starlink Kit, at the time of delivery, and the Services, as performed, substantially meet performance goals specified in the Starlink Specifications, as amended by Starlink from time to time based on experience and innovation. All attempts to exercise the rights granted in this clause must be directed by the Customer to Vocus, not Starlink.
- 2.16. **Billing Commencement Date:** Vocus will commence billing for the Starlink Satellite Services immediately on the Customer's receipt of the Starlink Kit, unless otherwise agreed in writing.
- 2.17. **Exclusions and Force Majeure:** Vocus is not responsible for damage to the Starlink Kit after delivery, or for the operation of the Kit or the Services resulting from: (a) manual re-pointing of the antenna; (b) repair, modification, or disassembly of Starlink Kit by anyone other than Vocus, Starlink or their authorised agent; (c) failure to follow instructions, including by obstructing the Starlink Kit's field of view; (d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God; (e) spills of food or liquids on Starlink Kit; (f) planned or emergency maintenance on the network; (g) problems with the Customer's electrical power or network equipment; (h) misuse, abuse, accident, vandalism, alteration, or neglect; (i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Starlink Kit; (j) use in combination with devices not provided or approved by Vocus or Starlink; (k) inability to obtain or maintain necessary permissions, authorisations, or permits; or (l) events not reasonably within Vocus' or Starlink's control.
- 2.18. **Limited Remedies:** If the Starlink Kit fails to meet the limited warranty standard described in clause 2.15 (**Manufacturer's Limited Warranty**) and Vocus receives a valid, detailed, written warranty claim

from the Customer within 24 months after delivery of the Starlink Kit, Vocus will facilitate for Starlink to cure the discrepancy within 30 days of receiving the Customer's claim, including, at Starlink's choice, by replacing or repairing the Starlink Kit with a new, different or refurbished device or part. The Starlink Kit will be covered by the limited warranty for the greater of 3 months or the remainder of the original 24 month warranty period. If the Starlink Satellite Services do not meet obligations under the Vocus SLA or the applicable Service Plan, Vocus will credit the Customer for service unavailability as described in the SLA. The remedies described in this clause 2.18 (**Limited Remedies**) are the Customer's sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability and other breaches by Vocus or Starlink.

- 2.19. **Disclaimers:** Except as set out in clause 2.15 (**Manufacturer's Limited Warranty**), to the extent permitted by law, Vocus provides the Starlink Kit and Services 'as is', without any express warranty, condition or representation. Vocus disclaims all implied warranties, conditions and representations, including any implied warranty, condition of merchantability, fitness for purpose and non-infringement.
- 2.20. **Limitation of Liability:** Notwithstanding anything to the contrary in any other agreement, Vocus' liability for any individual claim relating to the supply of the Starlink Satellite Service and the Starlink Kit will not exceed the total amount paid by the Customer to Vocus in relation to the Starlink Satellite Service and the Starlink Kit over the six (6) months preceding the claim giving rise to the liability.
- 2.21. **No resale:** The Starlink Satellite Service may not be resold or used by Internet, hosting or other service providers as part of their own products or services without prior consent from Vocus. If the Customer breaches this clause, Vocus may suspend or cancel a Service on two (2) days' written notice.

3. VARIATION OF SERVICES

- 3.1. Vocus may vary the Service if reasonably required for technical, operational and commercial reasons.

4. SERVICE LEVEL AGREEMENT

- 4.1. Vocus will provide the Services in accordance with the Vocus SLA as set out in this Service Schedule or as otherwise agreed between the parties in writing.
- 4.2. The Service is considered available in relation to the Service Level Agreement if data can be transmitted using the Service.

5. THIRD PARTY SERVICES

- 5.1. Where the Service provided by Vocus includes equipment or transmission services from a Supplier or other Third Party and additional costs are identified that are considered by Vocus to constitute a material cost, Vocus will present any such charges to Customer to agree. Should the Customer not agree to pay these charges within 14 days, the relevant Service Order(s) will be deemed by Vocus to be cancelled and the Customer may be charged any pre-delivery costs. Additional costs include:
- (a) cabling, network construction and other work to connect the Supplier's network to the network boundary point at the Customer's location;
 - (b) cabling and associated works between any network boundary point and the Customer's location;
 - (c) other items or services as charged by the Supplier from time to time.

6. ANTENNA RELOCATIONS

- 6.1. In the event the Customer requires physical relocation of the Service to a new location, it must provide Vocus a written request in a manner nominated by Vocus. The Customer acknowledges that not all Services can be relocated.
- 6.2. Vocus will respond to the request and advise, in its absolute discretion, the Customer whether the Services can be relocated.

- 6.3. If the Service(s) can be relocated, a once-off fee may apply in terms of engaging professional installation assistance at your request. This requirement will need to be discussed with your sales representative in the first instance.
- 6.4. If the Service(s) can be relocated and you do not require the assistance of a professional installation services provider, meaning you (or your agents) are responsible for the physical relocation, your request can be handled via our support team directly.

7. CAPACITY UPGRADES / DOWNGRADES

- 7.1. The Customer may request that the Service be upgraded or downgraded, being where the existing service is upgraded or downgraded without being replaced by a different type of service. The Customer acknowledges that not all Services can be upgraded, and service changes may be disruptive.
- 7.2. As these are plan changes there will be differences in the plan costs. You should discuss this with your Sales Representative in the first instance.
- 7.3. Vocus Sales will respond to the request and advise, in its absolute discretion, the Customer whether the Services can be upgraded.
- 7.4. Customers who downgrade their service to a lower service must pay 30% of the difference in total contract price between the current service and the new services.
- 7.5. Customers may need to pay overage charges where services are downgraded during a month where priority data has been consumed.

8. OVERAGES AND PRIORITY SERVICE OPTION

- 8.1. The use of Flat High-Performance antennas used in Maritime applications will function within international waters globally.
- 8.2. If you exceed your monthly plan allowance, you can maintain a priority service i.e. the service is not de-prioritised for the remainder of the month. This option is applicable to both Business and Mobility plans.
- 8.3. In this case where you 'opt in' you will be subject to a dollar per GB overage charge once your monthly Service Plan allowance has been exhausted. Please refer to your Sales Representative for the current applicable rate.
- 8.4. Your monthly data allowance will reset on the first day of the month so you will not be subject to overage charges unless you exhaust your monthly Service Plan allowance.
- 8.5. In the case of maritime applications, mobility customers who have exhausted their monthly Service Plan data allowance and have not 'opted in', will lose all access to the Internet. In some cases, this maybe be acceptable but if not, you will need to request priority data 'opt in' enabled via our help desk. You can also request to 'opt out' at any time but the change will not take effect until the first day of the following month. Please refer to your Sales Representative for assistance if required.

9. TERMS THAT APPLY TO CUSTOMERS BUYING FOR RESALE

- 9.1. If Vocus consents to you reselling the Service to end users, the terms in this clause 9 apply.
- 9.2. **Delivery and service provision:** You are responsible for contracting, delivering and installing Kits, invoicing and collecting payments and taxes and providing technical and customer support to your end users.
- 9.3. **Support:** You are solely responsible for providing support to end users. Neither Vocus nor Starlink will provide support to your end users. Support includes but is not limited to, delivery, installation, technical trouble shooting, service plans, service performance, data usage, invoicing, billing or collections or any related issues.

- 9.4. **Trained personnel:** You will retain personnel who are adequately trained to support end users using the Services. If you fail to provide sufficient or quality support to end users, Vocus will give you notice of any concerns and 30 days to address any concerns and notice of its intention to terminate if those concerns are unaddressed. If you fail to address the concerns, Vocus may terminate this agreement immediately. If Vocus terminates this agreement under this clause, you must facilitate direct communication between us and your end users.
- 9.5. **No artificial throttling:** You must not artificially throttle the Services or otherwise downgrade end users' Service experience. Vocus has the right to audit your network management practices and to terminate this agreement (after a 30-day notice and cure period) if it determines in its sole discretion that you are negatively impacting the end users' Service experience.
- 9.6. **Obligations on your end users:** You must ensure that your end users comply with the terms in section 1 to 8 of this service schedule as if your end user is a "Customer".
- 9.7. **Compliance with applicable laws:** You must comply, and ensure that your end users comply, with all applicable laws and regulations relating to the Services provided under this agreement.
- 9.8. **Representations and warranties:** You represent and warranty that you are a duly organised and validly existing business with good standing and have sufficient experience and capital to perform this agreement.
- 9.9. **Marketing:**
- (a) You must refer to the product and services as 'Vocus Satellite - Starlink' only. You can represent that 'you are an authorised reseller of Vocus Satellite - Starlink.'
 - (b) Other than your rights in clause 9.99.9, you are not permitted to use the terms Vocus, Starlink or SpaceX in any publication or communication, whether verbal or written.
 - (c) You are not, and must not represent that you are, a supplier or reseller of Starlink. You are strictly prohibited from stating, producing, or publishing any material that promotes, markets, or references you as a supplier or reseller of Starlink. Any attempt to do so will be taken very seriously and result in immediate termination of this agreement.
 - (d) Any proposed marketing content, publication or presentation must be reviewed and approved by Vocus before any publication or dissemination.
- 9.10. **Trade marks**
- (a) Other than your rights in clause 9.99.9, you are not authorised to use any Vocus or Starlink trade marks, including any logos or images. Any use of Vocus or Starlink trade marks, including in a manner that at our sole discretion disparages Vocus or Starlink, their products or services, and may diminish or otherwise damage or tarnish Vocus' or Starlink's goodwill, will result in immediate termination of this agreement.
 - (b) You acknowledge that all rights to Vocus trade marks are owned by Vocus and Starlink trade marks are owned by Starlink. You will not take any action that is in conflict with Starlink's rights in, or ownership of, its trade marks and must not use the SpaceX name, logo, or other trademarks (such as Falcon, Dragon, and Starship), as well as any association whatsoever with SpaceX's Chief Executive Officer.
- 9.11. **Termination:** Vocus may terminate your account or access to the Services or this agreement immediately if:
- (a) you fail to comply with clause 9 of this service schedule and fail to rectify within 30 days of the date we give you notice;
 - (b) there is an unexpected material technical or security issue or problem, including but not limited to material malfunction of the Starlink network, software or hardware;

- (c) Starlink or Vocus fail to obtain or maintain necessary governmental authorisations to deliver the Services;
- (d) you participate in fraudulent, abusive, moral or illegal activities including those involving your end users;
- (e) you fail to provide adequate support and fail to rectify such inadequate support within 30 days;
- (f) you fail to pay any charges relating to the Services and those charges remain unpaid for 30 days from the date we give you notice; or
- (g) Vocus' agreement with Starlink terminates.

9.12. **Indemnity:** You will indemnify Vocus against (a) any loss sustained by Vocus resulting from your breach of this agreement or (b) any third-party claims against Vocus relating to your use or your end users' use of the Services.

10. SERVICE PAUSE OR RESUME FEATURE

10.1. Eligibility

- (a) If you have elected to purchase this feature, the following terms set out in clause 10 applies to you.
- (b) The Service Pause or Resume Feature is available to only Mobility Plans.

10.2. Description

The Service Pause or Resume Feature allows the Customer to pause or resume the Service and monthly plan fee, excluding a Vocus support charge.

10.3. Vocus Support Charge

- (a) A Vocus support charge covers the maintenance of the Customer's account in a paused state and enables the resumption of the Service when requested by the Customer.
- (b) The Customer will continue to pay the monthly Vocus support charge during the Pause Period.

10.4. Initiation of the Service Pause or Resume Feature

- (a) To use this Service Pause or Resume Feature, the Customer needs to submit a request to the Vocus Portal which can be submitted at any time (Request).
- (b) The Request must contain the following details to be validly processed by Vocus:
 - (i) Service ID of the Services which the Customer wishes to pause or resume; and
 - (ii) the intended date which the Customer wants the Services set out in clause 10.4b(i) to be paused or resumed.
- (c) If the Customer has made a Request to pause the Services set out in clause 10.4(b):
 - (i) the Request will be processed on a best effort basis; and
 - (ii) after the Request has been processed, the Services will be paused from the first day of the following month.
- (d) If the Customer has made a Request to resume the Services set out in clause 10.4(b):
 - (i) the Request will be processed on a best effort basis; and
 - (ii) after the Request has been processed, the Services will resume immediately.

10.5. Billing for Services Paused

Between the time that a Request has been made and the last day of the month, the Service may continue to

be used as normal, and the Customer will be charged the monthly plan fee for the Service.

10.6. **Billing for Services Resumed**

On resumption of the Service, the Customer's next invoice will include monthly plan fee pro-rated for the days on which the Customer's Service was active that month, plus the Vocus support charge for the entire period.

- 10.7. The Customer acknowledges and accepts the risks including (but not limited to) additional costs incurred by the Customer for the Service due to the delays in completing the Request associated with using the Service Pause and Resume Feature, and Vocus will not be responsible for associated impacts to your Service, including (but not limited to) any loss of revenue or damage incurred by the Customer.