

VOCUS SATELLITE – STARLINK (INTERNET SERVICE)

- 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.

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 the Vocus Service Level Agreement at: <https://www.vocus.com.au/legal/contracts>

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 above non-prioritised traffic. The volume of prioritised traffic is specified in the Service Plan.

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 the 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.

- (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.

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. Business and Mobility Service Plans. Business and certain mobility Service Plans are allocated a certain amount data for 'Priority Access'. Priority Access data under business and certain mobility Service Plans are given network priority over all other data on the Starlink network. See the Starlink Specifications for details on Starlink expected performance per Service Plan. After Priority Access data is exhausted each month based on your data limits set per Service Plan, Starlink will throttle your upload and download speeds for business and mobility Service Plans unless additional Priority Access is purchased. See Priority Access data limits and throttled speeds in Starlink's Fair Use Policy for more details. Business and mobility customers who have exhausted their Priority Access and not purchased additional data will experience slower speeds and reduced performance compared to Priority Access. Throttled services will result in degradation or unavailability of certain services or applications, such as streaming video, gaming, or other bandwidth intensive applications. For

business Service Plans, data usage between 11pm and 7am will not count toward Priority Access data limits. For mobility Service Plans, your data usage 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 price changes 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 the 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 Services immediately after Vocus issues the 'ready for service' notice for the Service.

- 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 12 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 12 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. 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; and
- (c) other items or services as charged by the Supplier from time to time.

6. RELOCATIONS

- 6.1. In the event the Customer requires a relocation of the Service to a new location, it must give to 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. In the event the Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Service as a result of the relocation.

7. UPGRADES

- 7.1. The Customer may request that the Service be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service. The Customer acknowledges that not all Services can be upgraded, and some upgrades may disrupt the Service.
- 7.2. Vocus will respond to the request and advise, in its absolute discretion, the Customer whether the Services can be upgraded.
- 7.3. A once-off upgrade fee and additional monthly fees may apply.