

VOCUS API GATEWAY SERVICE

1 VOCUS API GATEWAY: TERMS OF USE

The following terms apply to the use of Vocus API Gateway Service (API) or Platform (collectively henceforth referred to as the “AGS”). Capitalised terms, if not defined in this document, have the same meaning as in the applicable Master Services Agreement or Standard Terms & Conditions (whichever is applicable). For the avoidance of doubt, AGS enables Customers (“You”) to connect to, and interface with Vocus’ backend systems allowing users to perform Key Business Transactions (as outlined below) in relation to certain Services offered by Vocus. Vocus reserves the right to change, alter or update backend programming, functionality, platform or elements of the AGS, including the ability to perform Key Business Transactions as may be available by Vocus via the AGS from time to time.

2 KEY BUSINESS TRANSACTIONS

AGS offers the following Key Business Transactions:

Address validation: allows Customers to perform a query in order to determine whether Vocus lists a specific address in order to ensure both Customer and Vocus are referring to exactly the same address location using the same terms.

- 2.1 **Site retrieval:** allows Customers to perform a query to determine if there is a physical location at which a Vocus can install a Product. A site may be a sub-address meaning one

within a building or a meet-me room within a data centre facility.

- 2.2 **Product qualification:** allows Customers to determine whether Vocus is able to offer a Service to a particular site. (“Service Ready Site”).

- 2.3 **Quote:** allows Customers to generate a budgetary or firm price (as the case may be) for a specified product or Service once product qualification as per clause 2.2 determines a Service Ready Site.

- 2.4 **Product Order:** allows Customer to submit a Product order request (“Product Order”). Customer may place a Product Order to connect a new service at the relevant Service Ready Site. All Service(s) orders submitted through the Product Order functionality are contractually binding commitment on the Customer and non-refundable. Any Product or Service ordered through the use of the Product Order functionality is subject to the relevant Service Schedules as made available [here](#) and updated from time to time.

3 CUSTOMER ACKNOWLEDGEMENTS

Customer further acknowledges and agrees that:

AGS does not include direct access to, or direct use of, Vocus or third party applications or systems; and, is generally provided to You as a means of automating key business transactions between You and Vocus using

the means of an external application programming interface.

3.1 You may only use AGS for the purposes of performing the Key Business Transactions (**“Authorised Purpose”**) as outlined under clause 2 of these terms. You must not:

- a. Change or otherwise interfere in any way with the Platform.
- b. Copy, or attempt to copy, any part of the Platform.
- c. Perform any data mining or similar activities on or through the use of the Platform.
- d. Share Platform credentials, usernames, passwords or digital certificates or API Instructions, if any, with any third party without Vocus’ express permission (including third party integrators and only subject to express equivalent confidentiality undertakings with such party.
- e. Perform any testing (either functional or performance related) of the Platform without seeking prior express consent from Vocus.

3.2 Where Vocus grants You access to the Platform, You are responsible for any and all use of the Platform by Your authorised users or other third parties acting on behalf of it.

3.3 You will only use the Platform for the Authorised Purpose; and you may be liable under the provisions of the applicable Master Services Agreement or Standard Terms & Conditions (whichever is applicable), if found to be using the Platform for any activity

deemed by Vocus not to be consistent with the Authorised Purpose as stated herein.

3.4 You must not sub-licence the rights granted to You by Vocus to a third party, unless agreed otherwise in writing and after seeking express consent from Vocus. If such rights are granted by Vocus, You remain liable for any and each act and/or omission of all sub-licensees in connection with the exercise of the sub-licence as though it was the act and/or omission by You.

3.5 You must ensure that any authorised third parties do not disclose any data generated through the use of the Platform except in the case of modifying or ordering a Product or Service as expressly allowed for by the AGS and/or as outlined under clause 2 above.

3.6 You will comply with any and all technical specifications or instructions as provided by Vocus in order to facilitate the use of the Platform for the Authorised Purpose.

3.7 Vocus will provide You with notification in writing at least three (3) months before making any Major/Breaking changes that affect the production platform. Minor/Non-breaking changes may be made at any time and will be communicated to You via regular updates.

3.8 Vocus may conduct both scheduled and unscheduled maintenance on the API Platform. The Platform may be temporarily unavailable during these periods. For scheduled maintenance, Vocus will provide You with reasonable notice, minimum of 1 week. In the event of emergency unscheduled maintenance, Vocus will provide You with as much notice as possible.

- 3.9 Vocus and its Related Bodies Corporate(s) disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages, and costs which you might incur as a result of Your use, access, or reliance on the Platform. Further, You acknowledge that the Platform is an ordering placement system and may contain information pertaining to Services that is inaccurate due in part to Vocus' reliance on third party supplier information and other sources. You acknowledge and agree that prices may change subsequent to Your placement of an order via the API in the event that Vocus incurs additional costs due to unforeseen conditions that become apparent once actual onsite surveys or works have been made by Vocus; provided, however, that any such additional costs shall be reasonable and Vocus shall provide You with evidence thereof.
- 3.10 All Intellectual Property rights ("IP") associated with the AGS and/or any Vocus' backend Platform and systems related to the aforementioned remain the sole property of Vocus. By agreeing to use the AGS, you and your Authorised Users understand and agree that Vocus is the sole owner of any and all IP related to the AGS.

4 AGS MODIFICATIONS & UPDATES

- 4.1 Where Vocus modifies the AGS, Vocus will, wherever it is practicable for it to do so, provide advance notice to the Customer but otherwise notify the Customer as soon as reasonably possible.
- 4.2 Certain updates may be necessary in order to maintain operational efficiency of the AGS,

and may require You to perform certain tasks or updates or version upgrades (as the case may be) to your internal information systems in order to continue using the AGS. For the avoidance of doubt, not all updates will require Your involvement; and certain minor updates may take place periodically at the backend and may not require any changes to Your internal information systems or applications as the case may be.

- 4.3 The Customer acknowledges and agrees that Vocus does not warrant that the API Service is MEF compliant or certified; provided, however, that Vocus will use its best efforts to align to MEF standards.

5 INDICATIVE RESPONSE TIMES, NO RELIANCE AND/OR UPTIME GUARANTEES

- 5.1 The Vocus AGS is offered as a Best Effort Service in order to enable faster access to certain information. You and Your users acknowledge and agree that the AGS does not carry uptime or accuracy of information guarantees.
- 5.2 The table below outlines indicative response times for Key Business Transactions listed under clause 2.1 to 2.3:

Key Business Transaction	Indicative Average Target
Address validation	10 Seconds
Site retrieval	30 Seconds
Product Qualification	30 Seconds

6 USAGE / VOLUME REQUEST LIMITS

- 6.1 Usage / volume requests limits will be applied for each API provided as part of the AGS depending on the usage from the client application. Request volume controls are applied to protect any unusual load into the APIs. The request volume controls enable Vocus to manage API traffic and ensure that within any given period of time, no more than the maximum configured requests are processed for the benefit of all customers.
- 6.2 The table below outlines the maximum API requests allowed per minute:

Key Business Transaction	Maximum API requests per minute
Address validation	100
Site retrieval	100
Product Qualification	100
Quote	100
Product Order	100

7 SUPPORT & ASSISTANCE

- 7.1 Vocus will provide You with access to the Vocus support portal to record an Incident or service request relating to AGS. Incidents or service requests are managed by either the Customer Care or AGS support teams. Vocus will escalate resolution and fulfilment activities to appropriately skilled resources as necessary.
- 7.2 Customers can raise Incidents via the Vocus Support Portal or by placing a call to the Customer Care team as set out in clause 8.
- 7.3 Customers can raise service requests via the Vocus Support Portal as set out in clause 8.
- 7.4 Vocus will communicate any planned and unplanned outages via the Vocus Support portal.

8 INCIDENT MANAGEMENT AND SERVICE REQUEST MANAGEMENT

- 8.1 Incident management for AGS will be provided by Vocus in accordance with the table set out in Appendix 1 of this Service Schedule.
- 8.2 Service request management for AGS will be provided by Vocus in accordance with the table set out in Appendix 1 of this Service Schedule.
- Support for break/fix issues with AGS including specific API requests will be provided in accordance with the table set out in Appendix 1 of this Service Schedule.

9 DEFINITIONS

API means application programming interface or set of structured software commands used to access the AGS.

Authorised Purpose means only for the purposes of address and site qualification, product qualification, quoting and ordering as set out in clause 2.

Authorised User means a user with appropriate level of access to use the API for Authorised Purpose(s).

Best Efforts means reasonable efforts to provide a platform for the purposes of conducting key business transactions but without any uptime guarantees or rebates or consequences of any kind due to the platform or any of its associated functionalities not being available for any period of time.

Fair Use means use which in Vocus' sole discretion is deemed to be reasonable (which does not impinge, negatively affect, or alter the application, its capability and/or functionality in any way).

Vocus API Gateway, Platform or API means Vocus' secure and password protected API gateway that provides the Customer with access to perform Key Business Transactions as set out in clause 2 above.

Key Business Transactions means the functionality or transactions as set out in clause 2 or as offered by Vocus via the AGS from time to time.

Major/Breaking means modifications that can affect the existing functionality and integration of the API.

Minor/Non-Breaking means updates or modifications that do not affect the API's core functionality or existing integrations.

Product means a product or service offered by Vocus via the AGS.

Product Order means an API request made by a Customer using the AGS that results in a Sales Order being placed with Vocus.

Quote means the API or set of API commands in the AGS that enable a Customer to obtain a price for a given Product or service that can be ordered via the AGS.

Service Ready Site means a site where Vocus is able to provide either an on-net or a third-party service as determined by the product qualification in the AGS.

APPENDIX 1

INCIDENT MANAGEMENT, SERVICE REQUEST MANAGEMENT AND SUPPORT HOURS

1. AGS Incident Management

Severity Level	Description	Escalation pathway*
Priority 1	Severe business impact. Critical business services down.	Call Vocus Customer Care
Priority 2	High business impact. Non-critical services down. Service degradation	Call Vocus Customer Care
Priority 3	Minor service degradation, specific service functionality unavailable	Create case on Vocus Support Community Portal
Priority 4	A minor service issue	Create case on Vocus Support Community Portal

*All incidents regardless of severity level will be addressed by the Vocus support team the next Business Day.

2. AGS Service Request Management

Severity Level	Description	Escalation pathway
Priority 5	Service Request is required to ensure continual operation of the business	Create case on Vocus Support Community Portal
Priority 6	Service Request that has minimal impact to continual operation of the business	Create case on Vocus Support Community Portal
Priority 7	Service Request that is non urgent, has no impact and is not required for continual operation of the business	Create case on Vocus Support Community Portal

3. AGS Support hours

Severity Level	Description	Hours of support
Priority 1-7	Vocus will provide Best Effort support during business hours on business days. Support is not provided outside of business hours such as weekends and public holidays. Note for the purposes of the AGS the term Business days or Business Hours may not apply.	Business Days, Monday-Friday 8:30am-5:00pm AEST.



SIGNED by the parties as an agreement.

SIGNED by **Vocus Pty Limited** by its authorised officer:

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Signature of Authorised Officer

.....
Name Authorised Officer (print)

.....
Date:

SIGNED by **[Customer]** by its authorised representative:

.....
Signature of Authorised Officer

.....
Name Authorised Officer (print)

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Date