

## VOCUS DATA CENTRES COLOCATION

### SERVICE SCHEDULE (AUSTRALIA)

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**you, your**) for the supply of Colocation Services at Vocus-owned data centres.

#### 1. Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions.

**Data Centre Premises** means the location at which Colocation Services will be provided, the details of which are set out in the applicable service order.

**End User** means a person who acquires a service that is a resupplied version or derived version of the services provided under this Service Schedule.

**Excess Power Rate** means the rate charged for exceeding maximum power draw specified in the applicable service order.

**Key Holder** means a person with Secure Access Status as set out in the applicable service order.

**Preparation Work** means the work required to be performed by us to enable the provision of the Colocation Services to you, and includes any arrangements made with any other supplier in relation to that provision of Colocation Services.

**Secure Access Status** means the right to enter your Exclusive Area, rack, cabinet or caged area in Data Centre Premises, unaccompanied by Vocus personnel using an access card or key issued by us, provided to those specified in the applicable service order.

**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 on the Vocus website at <https://www.vocus.com.au/legal-contracts>.

**Vocus SLA** means Vocus' service level agreement which can be found at <https://www.vocus.com.au/legal-contracts>, as amended from time to time.

#### 2. Service Description

2.1. We will provide you and you will use the Colocation Service in accordance with:

- (a) the terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties;
- (b) this Service Schedule and Vocus SLA;
- (c) any applicable service orders; and
- (d) all applicable laws.

2.2. We may vary the Colocation Service as reasonably required to comply with all applicable laws, or for technical, operational, and commercial reasons:

- (a) without notice, if such variation does not have a material adverse effect on you; or
- (b) with 30 days' prior notice if such variation has a material adverse effect on you.

#### 3. Maximum Power Draw

3.1. You must not exceed the maximum power draw stated in a service order without our prior written consent.

3.2. If you exceed the maximum power draw without our prior written consent, then:

- (a) the Excess Power Rate applies to all power used by you in excess of the stated maximum power draw;
- (b) our obligation to comply with the Vocus SLA is waived and we have no liability to you for any loss or damage suffered by you as a result of any failure to meet the Vocus SLA for the duration of the period of the excess power usage; and
- (c) you indemnify us in respect of any losses, damages, costs or other liabilities incurred by us as a result of the excess power usage, including those arising as a result of any failure of power or cooling equipment caused by your excess power usage.

#### **4. Service Charges and Payment**

##### **4.1. Service Charges**

Service charges for the Colocation Services are payable by you in accordance with this clause 4 and as set out as in the relevant service orders or as otherwise agreed in writing between the parties from time to time.

##### **4.2. Revised Charges and Cost Escalation**

- (a) If there is an increase in our cost of providing the Colocation Services, we may review and modify the service charges and advise you by providing you with 10 days' notice in writing (**Revised Charges**).
- (b) On each anniversary of the ready-for-service date, each of the service charges shall increase by an amount of annual increase which we will advise you by providing you with 10 days' notice in writing

##### **4.3. Power Charges**

- (a) Power costs are included in the rack charges.
- (b) Notwithstanding any other provision of this Service Schedule, we may pass on to you all increases in the cost of power immediately as they occur. Any such increased power rates automatically supersede existing rates. We will use give you at least 30 days' notice of any such increase in rates, although a failure to notify does not negate your obligation to pay the higher rates.

##### **4.4. Equipment Lien**

You grant us a lien over your equipment as security for payment of all sums due and owing to us for the supply of Colocation Services. We may, while any payment remains unpaid past its due date, prevent you from entering the relevant Data Centre Premises.

##### **4.5. Rack Reservations**

- (a) This clause 4.5 applies where you indicate on the service order that you wish to reserve racks (**Reserved Racks**).
- (b) We must, prior to selling the Reserved Racks to another customer, provide you with written notice of our intention to do so, and grant you the opportunity to order the respective racks within 7 days of our notice under this clause.
- (c) If you elect to order the Reserved Racks, you must purchase the service under terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties, and at our standard rates and charges at the time the Reserved Racks are ordered.
- (d) If you do not order the Reserved Racks within 7 days in accordance with clause 4.5(c), you forfeit any rights provided under clause 4.5(b).

## **5. Your Equipment**

### **5.1. Set-Up and Installation**

- (a) You must provide us with no less than 2 days prior written notice of the proposed delivery and installation date of any of your equipment or we may elect not to accept delivery at our sole discretion.
- (b) We must, within 1 day of our receipt of such notice, confirm the date on which installation may occur.
- (c) You must organise delivery and installation of your equipment at your own cost.
- (d) Where specified in the service order, we will provide the Rack for storing and operating your equipment.
- (e) We will connect your equipment to the Colocation Services, if applicable, in accordance with the service order for the service charges (if any) specified in the service order.
- (f) We may at any time and in our sole discretion, reject any item or items of equipment if in our opinion the equipment generates excess power, heat or data load, or interferes with the operation of any other equipment.
- (g) All your equipment must be stored wholly within your allocated racks, cabinets or caged area. We will remove any items of your equipment not stored within your allocated racks, cabinets or caged areas, and we will not be liable to maintain, share or return such items to you.

### **5.2. Risk of Loss**

You bear the entire risk of loss or damage to the equipment after its delivery to the Data Centre Premises (except to the extent that the loss or damage was caused by our gross negligence).

### **5.3. General obligations**

- (a) You must ensure that all of your equipment is appropriate, adequately maintained and meets minimum technical standards determined by the ACMA and any other standards advised by us to you from time to time.
- (b) You must ensure that all of your equipment is separately fused.
- (c) You must properly configure all of your equipment prior to its delivery to us.
- (d) You must arrange for delivery to the Data Centre Premises of all of your equipment, together with all labour, tools and test equipment necessary to completely install and test the equipment within the area and timeframe designated by us.
- (e) You must, or must procure that your agents, employees or contractors install, burn-in and test your equipment in accordance with the standards referred to in clause 5.3(a) and any relevant your equipment supplier/manufacturer instructions, so as to satisfy safe technical and environmental operation standards. We may assist with installation as set out in clause 5.1 and may provide additional installation assistance, for the Charges specified in the service order, Service Schedule or as notified by us to you from time to time.
- (f) If, in our opinion, any of your equipment is causing, or is likely to cause, service degradation to our other customers due to overheating, excessive power load, non-standard installation practices, noise or other interference, we reserve the right to turn off the equipment. Where practicable, we will endeavour to give you 24 hours' notice to remedy the situation, prior to turning off the equipment.

- (g) You must maintain and provide us a contact list of your relevant agents, employees and contractors, including escalation contacts and contacts for the reporting of faults and maintenance enquiries.
- (h) You must maintain and provide us a list of all circuits installed, specifying pairs, carrier(s) and where they are terminated in the rack(s) within the Data Centre Premises.

#### **5.4. Maintenance and Troubleshooting**

- (a) You are responsible for, and must pay all costs in relation to, all routine and emergency maintenance and repair of your equipment in a timely fashion.
- (b) You must work co-operatively with, and provide assistance to us in the isolation of faults and maintenance requirements relating to your equipment and the Colocation Services. Such assistance includes the provision of loop backs and bit error rate testing.
- (c) You must bear all costs associated with third party efforts in disaster recovery, trouble-shooting or other support agreements, provided that you agree in advance to retain third parties to provide such services. You must advise us of the material terms of such agreements.
- (d) You must ensure that your equipment and cabling connecting your equipment to our network within the Data Centre Premises provide the proper transmission quality to our network and are in accordance with the standards referred to in clause 5.3(a).
- (e) Upon our request, you must provide us with any necessary agency authorisation reasonably required for us to be able to fulfil our obligations under this Service Schedule.

### **6. Site Conditions and Use**

#### **6.1. Preparation Work**

- (a) You must provide the items (if any) specified in a service order to us on or before the date set out in that service order.
- (b) Provided you have complied with paragraph 6.1(a), we must carry out the Preparation Work in accordance with the service order.
- (c) You acknowledge that the quoted charge for carrying out the Preparation Work is based on the information that you have provided to us. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of our negligence), you will pay us an amount equivalent to any additional costs and expenses incurred by us.
- (d) We are not liable for any delay in performing the Preparation Work where such delay is due to the information provided by you to us being inaccurate or the acts or omissions of you or any other person (other than our agent or employee).

#### **6.2. Access to Data Centre Premises**

- (a) Each of your Key Holders may access the Data Centre Premises for the purpose of installing, operating, maintaining, repairing or removing your equipment in your allocated rack, cabinet or caged area. This right is personal to each Key Holder and cannot be assigned without our consent. You must ensure that each Key Holder keeps their access card or key securely and does not transfer, or allow the access card or key to be used by, any third party. We reserve the right to charge you the cost of replacing any keys, access cards, or locking devices (as the case

may be). You must immediately notify us in the event that you become aware that any key or access card has been misplaced or compromised.

- (b) If you wish for any person other than the Key Holder to access the Data Centre Premises, you must obtain our prior written consent, which we may withhold in our absolute discretion.
- (c) Where you require urgent access to the Data Centre Premises in order to carry out our urgent repairs to your equipment, you must notify us as soon as practicable to make arrangements for access to the Data Centre Premises.
- (d) We may charge fees for escorted access to the Data Centre Premises outside of 9am to 5pm Monday to Friday, or on public holidays.
- (e) You agree to comply with our security regulations and other local site operating policies and procedures as advised by us or any of our staff member to you from time to time. You must ensure that your employees, agents, contractors, subcontractors or representatives comply with such regulations and other local site operating policies and procedures.
- (f) You and your agents, employees and contractors must not interfere with or modify any equipment at the Data Centre Premises other than your equipment.
- (g) You and your agents, employees and contractors must not cross-connect any of Your Equipment with any other equipment at the Data Centre Premises without our prior written consent (which is subject to your agreement to pay additional service charges for such cross-connect Services) and the third party owner of such other equipment.
- (h) You will be liable for any damage to other equipment by you, your agents, employees or contractors.
- (i) All of your employees, agents, representatives and contractors other than Key Holders must be accompanied by our authorised staff member when accessing the Data Centre Premises.
- (j) You must ensure that all of your contractors, agents and suppliers comply with all of our induction processes and relevant safety and security policies (including but not limited to the Access Terms and Conditions set out in the Appendix to this Services Schedule) at all times when they are at the Data Centre Premises, and indemnify us in respect of any loss suffered as a result of a failure by any of your contractors, agents or suppliers to comply with such processes and policies at the Data Centre Premises.
- (k) We may withdraw any Secure Access Status of any Key Holder if you or any of your employees, agents or contractors fail to comply with your obligations under this Service Schedule.
- (l) If specified in the service order, we will provide an Exclusive Area to which you will have exclusive access (except for our own access) for the purpose of installing, operating, maintaining, repairing or removing the Your Equipment.

### **6.3. Make Good**

- (a) On or before the end of the Term, you must at your own cost:

- (i) remove all of your equipment from the Data Centre Premises; and
  - (ii) make good all damage caused by reason of your use of Data Centre Premises and the removal as set out in paragraph (i) above (having regard to the condition of the Data Centre Premises at the RFS Date) subject to fair wear and tear.
- (b) If you fail to comply with your obligations in clause 6.3(a), we may at your cost, make good the damage to the area utilised by you and treat the equipment as abandoned and sell or otherwise dispose of the equipment.

#### **6.4. No Lease or Licence**

Neither this Service Schedule nor any service order grants you any property rights in, or licence to occupy, any part of any of our premises, including the Data Centre Premises.

#### **6.5. Relocation of Your Equipment**

We may relocate your equipment within the Data Centre Premises from time to time on the following conditions:

- (a) we will act reasonably in making our decision to relocate the equipment;
- (b) the new space must be suitable for the equipment;
- (c) we will give you 30 days' notice of a change, except in an emergency, when we will give you as much notice as we reasonably can; and
- (d) we will bear the direct costs of relocating your equipment.

#### **7. Our Equipment**

Where we provide you with or allow the use of any of our equipment, you:

- (a) must notify us promptly on becoming aware of any damage to or malfunction of our equipment or that any of our equipment requires maintenance of any kind; and
- (b) will not, without our prior written consent, remove any of our equipment from the Data Centre Premises.

#### **8. Our obligations**

##### **8.1. We will:**

- (a) provide you with reasonable information and assistance in relation to the Colocation Services or on such terms as the parties may agree from time to time;
- (b) provide you with copies of, and the updates to, any documentation which materially affects the Services; and
- (c) endeavour to assist you in the investigation of any fraudulent use or other misuse of Colocation Services by End Users.

#### **9. Our Access Terms and Conditions**

You must not permit any of your suppliers, contractors, or service providers to access the Data Centre Premises unless they have executed and agreed to be bound by our Access Terms and Conditions set out in the Appendix to this Service Schedule. You are liable for any loss or damage incurred by us or any of our customers as a result of any act or omission of any such supplier, contractor or service provider who enters the Data Centre Premises at your request.

#### **10. Acknowledgments**

##### **10.1. You acknowledge and agree:**

- (a) that our network is not necessarily a secure and confidential method of communication and you shall transmit data on our network at your own risk.



- (b) that we do not and cannot in any way supervise, edit or control the nature, content and form of any material available to be accessed through use of the Colocation Services and that we are not responsible in any way for the nature, content and form of that material, access to that material or use of that material.
- (c) that we will not be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.
- (d) that, to the extent permitted by law, we make no representations or warranties as to the effectiveness or fitness for purpose of any access restrictions, our network security or your network security. You shall make no claim against us concerning any access restrictions, our network security or your network security.
- (e) not to disclose to any other person any identification or log-in information, whether in use or not, nor any other confidential information relating to the Services, other than to your employees, agents and contractors who require this information to properly perform their function.

10.2. You indemnify, and will keep fully indemnified, Vocus and its related bodies corporate, and each of their officers, agents, employees and contractors, from and against any losses, damages, costs or expenses (including legal costs assessed on a solicitor-client basis) which Vocus, its related bodies corporate or any of their officers, agents, employees or contractors, may suffer or incur arising out of or in connection with:

- (a) the presence of your equipment or your officers, agents, employees or contractors within the Data Centre Premises;
- (b) the installation, operation, maintenance or removal of your equipment on or from the Data Centre Premises;
- (c) the connection by you or at your direction of your equipment to any carrier or service provider network that is not in accordance with any relevant laws or regulations;
- (d) any defects or faults in your equipment;
- (e) the acts or omissions of any of you or your officers, agents, employees or contractors, or any other person for whom you are vicariously liable at the Data Centre Premises;
- (f) your use of the Colocation Services; and
- (g) the transmission of or the presence of any illegal, fraudulent or offensive material by you (or any of your End Users).

**10.3. No liability for release of gas fire suppression system**

You release us in respect of any cost, liability or damage incurred by us as a result of the gas fire suppression system being activated at the Data Centre Premises (including the cost of replacing or refilling the gas canister) as a result of any act or omission by you or any of your employee, contractor, agent, supplier or representative of yours, or any other person for whom you are vicariously liable for.

## **APPENDIX DATA CENTRE PREMISES – ACCESS TERMS AND CONDITIONS**

You must ensure that each of your suppliers complies with all of the following obligations and otherwise does everything necessary to ensure your continued compliance with these terms and conditions.

1. Suppliers may only access the Data Centre Premises if accompanied by a Vocus employee.
2. Where the on-site work is likely to take more than one day, Vocus may issue named representatives of a Supplier with access cards. If so issued, the access cards may not be used by any other person, or transferred to another person without the prior written consent of Vocus.
3. Every person who accesses the Data Centre Premises must notify a Vocus employee, even if they have been issued an access card, each time they access the location.
4. Access to the Data Centre Premises is for the purposes of performing the Supplier's services only. No access for any other purpose is permitted.
5. The Supplier must comply with Vocus' security regulations and other local site operating policies and procedures as advised by Vocus to You from time to time and must follow all reasonable instructions given by Vocus employees on-site.
6. Suppliers must not interfere with or modify any equipment at the Data Centre Premises that is not yours.
7. The Supplier must notify Vocus promptly on becoming aware of any damage to or malfunction of Vocus Equipment or any your Equipment which arises as a result of the Supplier's actions on site.
8. The Supplier may not use any flammable equipment or products or do anything else which could cause a fire, or activate the fire suppression systems at the Data Centre Premises without the prior approval and supervision of a Vocus employee.
9. The Supplier must not, without Vocus' prior written consent, remove any Vocus Equipment from the Data Centre Premises.
10. The Supplier must comply with all Vocus' health and safety policies and guidelines advised to you or to the Supplier at the Data Centre Premises.
11. The Supplier must obtain and maintain with a reputable insurer the following insurances:
  - (a) public and products liability insurance for not less than \$20 million for any single event; and
  - (b) workers compensation insurance as required by law or regulation.