

VOCUS AGILE LAN SWITCHING SERVICE SCHEDULE

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**you, your**) for the supply of Vocus Agile LAN Switching Services.

1. Definitions

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

Authorised Personnel has the meaning given in clause 19.1 of this Service Schedule.

Return Merchandise Authorisation (RMA) Approval means a formal approval process that we manage for you with regards to the return or exchange of merchandise that is controlled by the Vendor.

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>.

Vendor means Fortinet who provides the equipment and hardware to Vocus to resupply.

Vocus Agile LAN Switching Service Level Agreement (or this SLA) means the service levels set out in clause 17.3 of this Schedule, which if there are any inconsistencies with the Vocus Service Level Agreement, the service levels in this Schedule will prevail.

Vocus Agile (Managed SD-WAN) Service Schedule means the Vocus Service Schedule set out here <https://www.vocus.com.au/legal/contracts>, which may be updated from time to time.

Vocus Support means a portal where we have granted you login access in relation to the Services (currently accessible at <https://support.vocus.com.au/s/as>).

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. Supply of Vocus Agile LAN Switching Services

2.1. We will provide you the Vocus Agile LAN Switching Services in accordance with:

- (a) 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 Vocus Agile LAN Switching Services if 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. Description of Vocus Agile LAN Services

3.1. The Vocus Agile LAN Switching Services is a supply of LAN switches for a monthly fee to you that can also be a supplementary add-on service to the Vocus Agile (Managed SD-WAN) Service Schedule.

3.2. Subject to our written approval, your own compatible LAN switches may be connected to the Vocus Agile LAN Services.

3.3. In addition to the technical support, the Vocus Agile LAN Switching Services provides:

- (a) proactive device monitoring of the switches via Simple Network Management Protocol (SNMP) 24 x 7;
- (b) alerting of device state;
- (c) patching**;
- (d) standard changes*; and
- (e) all break fix requirements including replacement**.

* Standard changes are configuration changes considered to be BAU or day to day operational changes. Any changes that require planning and or redesign are out of scope.

** Where you own the compatible LAN switches, you must have purchased an appropriate level of support with the Vendor.

3.4. The Vocus Agile LAN Switching Services are only available in Australia and in those locations that we confirm with you that can be provisioned.

4. Implementation of Service

4.1. Every implementation of a switch will be documented via a detailed design capturing your requirements.

4.2. We will consult with you to determine the configuration required to meet your desired outcomes. However, you will be responsible for actively engaging with us in this process.

4.3. Where you do not provide the appropriate information, guidance or is unsure of what your requirements are, we will apply our best practice standard configurations for all criteria and any changes or variations once implementation has begun, which may include additional commercials that you will incur subject to your acceptance.

4.4. Where devices are in-situ and not installed by us, a health check will be conducted on configuration and device state. This is mandatory and will be included as part of the implementation costs. The device will then be configured for monitoring and management and onboarded to the Vocus Agile LAN Switching Services.

4.5. For new installations, configuration of the switch will include the following:

- (a) loading the latest version of the switch firmware as recommended by us and the Vendor;
- (b) standard configuration requirements;
- (c) setup of monitoring for managed service; and
- (d) standard testing and handover activities (which testing will be performed in accordance with our standard testing protocol. Any custom or any bespoke testing requirements may be able to be accommodated however may be subject to additional fees).

5. Installation of Hardware

- 5.1. We will carry out the installation of hardware for supplied hardware, unless:
- (a) in our sole discretion, we have consented to you self-installing the supplied hardware; or
 - (b) where your own compatible hardware is already installed, and we have agreed to connect the hardware to the Vocus Agile LAN Switching Services. In such cases, you agree to indemnify us against any faults, service disruption and loss arising from your installation and maintenance of your hardware, which we have not caused or contributed to.
- 5.2. Prior to our technician or personnel attending your site for installation, you must ensure that:
- (a) unless otherwise agreed, to have a representative present during the undertaking of the works;
 - (b) the installation site must be fit for purpose, including power, space, cooling, physical structures, cabling and any other network, systems or infrastructure required;
 - (c) your site is ready including connectivity, and all necessary access, permissions, cabling and security;
 - (d) our technician or personnel attending will have full and safe access to your installation area, including but not limited to the server rooms and/or racks;
 - (e) you have procured any hardware and/or software required to provide the Vocus Agile LAN Switching Services;
 - (f) you must comply with all applicable work health and safety requirements to ensure the safety of our technician or personnel attending site, including adequate lighting, heat and ventilation; and
 - (g) you acknowledge and agree that the installation of hardware and services will interrupt your own services and operations and that you are solely responsible for organising back-up processes and systems.

6. Service Exclusions

- 6.1. The following are excluded from our installation of the Vocus Agile LAN Switching Services:
- (a) we will not decommission or remove any of your existing equipment at your premises or third-party premises (including, but not limited to, a data centre);
 - (b) you must supply sufficient rack space, with appropriate space (RU), or for non-rack mount equipment suitable stable surface space or wall space and suitable wall mount brackets to accommodate equipment;
 - (c) you must supply sufficient 240V AC power for the equipment;
 - (d) you must provide ventilation and suitable location within the premises for the installation of the equipment; and
 - (e) we will not be responsible for testing third-party platforms or services but will provide troubleshooting support to assist you in these activities where they relate to the Vocus Agile (Managed SD-WAN) Services.

7. Support for Vocus Agile LAN Switching Services

7.1. Inclusions

- (a) Post implementation and testing, any support requests will deal with troubleshooting, policy configuration as outlined as an inclusion in this document and break/fix support activities.
- (b) Support for the Service will include all activities considered normal in the day-to-day operation of managing of the switch. This includes but is not limited to:
 - (i) standard configuration changes;
 - (ii) troubleshooting;
 - (iii) 24x7 proactive device monitoring and alerting;
 - (iv) software upgrades and patching; and
 - (v) 24 x7 Vocus Support Portal for break fix services.

7.2. Exclusions

- (a) While any item not explicitly detailed as an inclusion in this SLA document is deemed outside the scope and is deemed an exclusion (which includes, but is not limited to the following):
 - (i) third-party or your network infrastructure outside the in-scope device. We will not manage your third-party services or issues with these services. This is solely your responsibility to manage;
 - (ii) we will connect the device to third-party supplied infrastructure or your supplied devices, however we will not support these devices; or
 - (iii) if we identify the issue to be related to your equipment, it is your responsibility to troubleshoot and/or engage support or vendor support on these devices.
- (b) Notwithstanding the above exclusions, in the event that you request our support, and we agree that it may be provided subject to quotation and your acceptance.

8. Forensic investigation

Where requested, we will provide information and investigation on device activity, however forensic investigation regarding incidents not related to the switch is not included in the standard support and may be subject to additional cost.

9. Consulting

Consulting on security requirements, compliance requirements, or incident response unrelated to the Vocus Agile (Managed SD-WAN) Services are not included in standard support and may be subject to additional cost, if available.

10. Design

- 10.1. Design or re-design consultation, or advice on integration with third-party infrastructure is out of scope and will be subject to additional cost and a separate scope of works that would be agreed between both parties.
- 10.2. A design change constitutes a significant change in the functionality or configuration in the existing topology of the network. Examples of a design change for a managed switch includes and is not limited to:

- (a) converting a flat, single VLAN, network topology to a segmented network with trunk VLANs;
- (b) converting a single ethernet access interface to a Link Aggregate Interface hosting multiple VLANs;
- (c) single Switch into a cross-meshed fully redundant switching architecture; or
- (d) routing functionality changes.

11. Relocation Services

Where the device is to be relocated or requires a fresh installation or migration, these services are not included in standard service and may be provided subject to additional assessment quotation and acceptance by both parties.

12. Complex Routing Changes

- 12.1. A complex routing change refers to a significant modification in the way network traffic is routed between and within networks. This could involve changing the path that data takes through the network, adding or removing routing protocols, or adjusting network policies that dictate how traffic is handled.
- 12.2. Subject to our prior assessment, quotation and acceptance, complex routing changes often require a thorough understanding of network topology, routing protocols, and network security considerations. Due to the potential impact of complex routing changes on network performance and security, they should be carefully planned, tested, and monitored to ensure that they are successful and do not cause any disruptions or vulnerabilities.
- 12.3. As such, complex routing changes are not supported under standard service and will be considered a new project and subject to separate quotation and acceptance by both parties.

13. Return Merchandise Authorisation (RMA) – Device Replacement

- 13.1. Where we deem a device which we have supplied as faulty, we will engage our Vendor to gain RMA Approval. You will be responsible for working with us to initially confirm that the hardware is confirmed at fault, and if required, assist us in obtaining our Vendor RMA Approval.
- 13.2. You acknowledge and agree to cooperate with us including providing a member of your team to work with us, at your own cost and at the time required by us, to complete the following activities:
 - (a) check cable connectivity & internet connection;
 - (b) reboot device if requested;
 - (c) advise on any internet or building issues that could affect the device operation; and
 - (d) any other tasks as required.
- 13.3. Once the Vendor has approved the RMA, they will supply us with a replacement device to resupply to you.
- 13.4. We will arrange for the faulty device to be sent back to the Vendor where the hardware is owned and managed by us (including any costs associated). But where the device is owned by you, then it is your responsibility to have it assessed by the third party you have purchased the hardware from (including any costs associated).

- 13.5. Where we have supplied the hardware, we will use any spares available to initiate a break-fix to replace the faulty switch without waiting for an RMA resolution.
- 13.6. For cases where you have connected your own compatible hardware to the Vocus Agile LAN Switching Services, RMA and any sparing needed to replace a faulty switch will be your responsibility.
- 13.7. Where an outage would affect critical systems, we recommend that you consider implementing redundant devices to ensure downtime is avoided where possible.

14. Onsite Vocus Support

- 14.1. Vocus Support is provided remotely 24 x 7 x 365 but where we are required to attend an onsite request to provide support to you relating to break fix and troubleshooting, is deemed actionable at our sole discretion and may include a fee incurred by you.
- 14.2. Any onsite support requested directly by you will be subject to professional services charges.

15. Customer Access

- 15.1. To maintain the integrity of this SLA and the security of the device, we do not allow you to access supported devices outside of “read-only”.
- 15.2. We provide you with access to portals through which the devices performance and state can be viewed. This is to avoid any changes that may compromise the security of the device.

16. Tickets

- 16.1. Support tickets are raised with the Vocus Support or via phone, with requests being prioritised according to severity level.
- 16.2. Support is provided 24x7 and any support outside of normal business hours should be limited to priority 1 and 2 tickets only where possible.
- 16.3. The Vocus Agile LAN Switching Services SLA response times align with the Vocus Agile Networking Service as detailed in the latest Vocus Service Level Agreement:
 - (a) **Priority 1 tickets:** must be logged by phone 1800 262 663.
 - (b) **Priority 2 tickets:** raised after- hours must be logged by phone, however during office hours can be logged via Vocus Support Portal.
 - (c) **Priority 5 and Priority 7 tickets:** should be raised via Vocus Support Portal.
- 16.4. Upon onboarding post implementation, you will be provided with a welcome email detailing how to access our support.
- 16.5. Before logging a ticket, you must take all reasonable steps to ensure that the issue is not attributable to any item outside the included support as set out in this Service Schedule, such as upstream or downstream network infrastructure or third-party links.
- 16.6. Issues not raised by the appropriate support process outlined in clause 16 shall not be subject to this SLA.

17. Response Times vs Resolution Times

- 17.1. Response time is the time to respond to a request (whether by email, phone, text or other means of communication) which you have reported, which is covered under

the Vocus Agile LAN Switching Services, however resolution time is not. Resolution time refers to the time it takes us to resolve an issue raised which you have reported.

- 17.2. Resolution time is dependent on complexity of issue and individual circumstance which we will endeavour to fix issues as quickly as possible, however we cannot guarantee a timeframe for any resolution times.

- 17.3. Our minimum response times are as follows:

Request Level	Condition	Response Time
Priority 1	Critical Importance	30 min
Priority 2	High Importance	30 min
Priority 5	Medium Importance	Next Business Day
Priority 7	Low Importance	Within 5 days

Note: that the above response times are the same for the Vocus Agile Networking (Managed SD-WAN) Service Schedule.

18. Software Upgrade and Patch Management

- 18.1. We work closely with our Vendor to monitor all security related patch management and firmware upgrades.
- 18.2. We will assess the applicability of each release to your environments. Where we believe it is necessary to implement these updates, we will liaise with the you to schedule the work to be completed and attempt to conduct any upgrades at a time that keeps disruption to a minimum in accordance with clause 2.2.
- 18.3. The parties agree and acknowledge that we will not be held responsible for any outcome that is a result of delays incurred to patching or firmware updates caused by any of your authorised contacts and change management set out in clause 19.
- 18.4. Any refusal by you to conduct reasonably required upgrade activities will be considered a breach of this Vocus Agile LAN Switching Service Schedule, and this SLA will not be applicable to the Vocus Agile LAN Switching Services.
- 18.5. All software and patch management are carried out in accordance with our patch management and firmware upgrade policy, available upon request, and associated processes.

19. Authorised Contacts and Change Management

- 19.1. You must provide us with authorised contact details of your personnel who will be approved by us to access support via Vocus Support Portal including access to telephone support and request changes to your Vocus Agile LAN Switching Services (**Authorised Personnel**). There is no limit to the number of Authorised Personnel you may wish to nominate.
- 19.2. For the avoidance of doubt, support will only be provided to Authorised Personnel and service change requests can only be made by Authorised Personnel.
- 19.3. Any delay in support due to issues relating to the identification and or clarification of authorised persons will be deemed outside of this SLA response times mentioned in clause 17.3.

- 19.4. It is your responsibility to update the Vocus Support Portal if the Authorised Personnel change. We will not be liable for any damage or loss sustained as a result of providing support or actioning changes under the direction of an Authorised Personnel that has not been removed from the approved list.
- 19.5. Should you be working with third parties, and you wish to provide them approval for changes, this must be communicated in writing to us, along with the applicable timeframe for this approval.
- 19.6. Where a change request has been made and the person initiating the request is not known to us, or the engineer responding to the request feels the change could be potentially harmful, further clarification may be requested.
- 19.7. Any changes that are deemed business impacting, or potentially business impacting, will be required to be approved by your change management representative in writing.
- 19.8. Any delays due to non-compliance of the processes set out in clause 19 will be deemed outside this SLA.

20. Global Access and Resourcing

You acknowledge and agree that the network infrastructure used to provide the Vocus Agile LAN Services are located wholly within Australia and no data leaves Australia. However, our Vendor's supports global sites and utilises both Australian resources and global resources (non-permanent residents used locally and/or personnel in locations worldwide) in providing this service to you, including support desk services and escalation of technical support issues where required.

21. Scheduled Maintenance

- 21.1. To guarantee optimal performance of the monitoring and support the switching devices supplied by us for the provision of the Vocus Agile LAN Services, it is necessary for us to perform routine maintenance which can either be routine or emergency maintenance.
- 21.2. Notwithstanding clause 2.2:
 - (a) where routine maintenance is required, we will give you 7 days' notice of the work to be completed; and
 - (b) where emergency maintenance is required, we will endeavour to give you as much notice as possible.
- 21.3. This SLA is not applicable for the Vocus Agile LAN Services during any scheduled maintenance set out in this clause 21.

22. Additional Support Charges

- 22.1. In the event that a support ticket is logged pursuant to clause 16, and both the Vendor and Vocus believe that as a result of the troubleshooting, the issue is not device related, we will continue to troubleshoot until all steps are finalised and then we will escalate to the Vendor's technical assistance centre for verification that the issue is not device related.
- 22.2. If the Vendor determines that the issue is not related to the firewall, any further troubleshooting carried out will be done subject to you agreeing to additional charges being payable should the issue be identified as outside the scope of this

SLA after further investigation (which additional fees will be charged at the standard hourly rate).

- 22.3. Any work deemed to be outside the scope of this SLA, outside of contract support hours, or otherwise subject to an additional charge must be approved by you in advance and in writing prior to the charge being incurred.
- 22.4. Where the fault is determined to be with the Vocus Agile LAN Services being provided by us or our Vendor, no charges will be issued for the engineering time required to resolve the fault.

23. Service Disclaimers and Exclusions

- 23.1. The Vocus Agile LAN Services is a networking solution and does not include any security components outside patching.
- 23.2. This SLA shall not apply in the event of any service outage or disaster caused by you, which includes, but is not limited to:
 - (a) your misconduct;
 - (b) your negligence;
 - (c) inaccurate or incomplete information;
 - (d) modifications or changes, or any unauthorised modifications made by your Authorised Personnel, agent or third party acting on your behalf;
 - (e) DDoS attack on your links;
 - (f) Vendor supply chain compromises or issues experienced by our Vendor that are unforeseeable and/or beyond our own or our Vendor's reasonable control;
 - (g) damage caused through an act of God or disaster event; and
 - (h) damage caused by operating the device outside of our Vendor's specifications, this includes, excessive heat or water damage, damage through excessive vibration, power surges and device breakage caused by events outside of normal operational activity.