

AGILE NETWORKING – MANAGED SD-WAN – SERVICE SCHEDULE

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:

4G Wireless Internet Service means an Optus mobile data service provided for the purposes of redundancy as part of the Agile Networking Service.

Access Circuit is a transmission circuit that connects a Customer's Premises to the Vocus Infrastructure or a third party network (including NBN Access).

Administrator means a single employee, agent or independent contractor of the Customer, nominated in writing by the Customer, who is authorised by the Customer to provision, manage and administer certain aspects of the Service.

Agile Networking is Vocus' suite of flexible solutions that provide routing, firewall and SD-WAN functionality as defined by Vocus.

Customer means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to "You" and "Your".

Customer Portal means Vocus' secure and password protected portal that provides the Customer with access to provision, update or query services on the Customer's account provided by Vocus.

DDoS means distributed denial-of-service.

DDOS Protection Service means the distributed denial-of-service protection service which assists in attacks that attempt to make a Vocus and/or Customer network unavailable to its intended users.

Firewall means a function designed to filter traffic between the Internet and a Customer's environment.

Login ID means a unique login identifier issued to the Customer, which when used in conjunction with a Password, will enable the Customer to access and use the Service.

Managed Firewall Service means a service provided by Vocus that delivers the customer a Firewall.

Managed SD-WAN Service means an overlay service provided by Vocus that manages Customer's software applications over a wide area network via Vocus' Infrastructure.

Mobile Coverage Area means the geographical areas within which Optus has mobile network coverage, as varied from time to time.

NBN Access means the service used to transmit the Service using the NBN Co Network provided by Vocus.

NBN Co Network means the telecommunications equipment, the satellite, wireless, copper, aluminium and optical fibre networks owned or controlled by, or operated by NBN Co Ltd (or any Related Body Corporate of NBN Co Ltd).

Password means a password, which when used in conjunction with a Login ID will enable the Customer to access and use the Service.

Professional Services Rate Card means the document setting out Vocus' then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

Product Definition Guide means a guide which may be provided to assist customers in the setup, configuration and support of the Agile Networking service and may be updated from time to time at the sole discretion of Vocus.

Service Levels means the service levels set out in the Vocus SLA.

SIM Card means a card of the type provided by Vocus to the Customer as part of the Agile Networking service, which when activated, provide access to the Optus Mobile Digital Network.

Standard Terms and Conditions means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions of the Services provided under this Service Schedule and any applicable Service Order from time to time available at <http://www.vocus.com.au/legal-contracts>.

Service Management means the ability for the Customer to make changes to the Service via the Customer Portal.

Service Request mean a request from the Customer for information, advice, add, move, change or access to an IT function relating to Services purchased.

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

Optus Mobile Digital Network means the digital mobile network operated by Optus.

Mobile Coverage Area means the geographical areas within which Optus has mobile network coverage, as varied from time to time.

Maximum Allocated Data Allowance means the data allowance allocated to each SIM card in the relevant Service Order or the aggregate of the allocated data allowance across the fleet of SIM cards provisioned as part of the 4G Wireless Internet Service.

2 STANDARD TERMS AND CONDITIONS APPLY

General

- 2.1 This Service Schedule is for the supply of Services. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.
- 2.2 Vocus will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders, any third party end user agreements and all applicable laws.
- 2.3 Vocus may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

3 SERVICE DESCRIPTION

- 3.1 The Service includes:
 - (a) the provision of Vocus Equipment of a model and size based on throughput speed set out and the method of

installation as specified in the Service Order for each Customer's Premises;

- (b) all initial and ongoing configuration of Vocus Equipment as agreed between the Customer and Vocus;
 - (c) a Firewall may be configured (only if included the relevant Service Order) in accordance with the security services and configuration agreed by the Customer and Vocus;
 - (d) configuration and deployment of the Managed SD-WAN Service in accordance with the configuration rules agreed by the Customer and Vocus. Vocus provides configuration services on a best endeavours basis. The Customer is responsible for ensuring that the information provided to Vocus for such configuration services are complete and accurate;
 - (e) post installation testing of the Vocus Equipment;
 - (f) ongoing backup and storage of Vocus Equipment configuration information;
 - (g) ongoing software upgrades to the Vocus Equipment as needed and determined by Vocus;
 - (h) proactive monitoring of the Vocus Equipment and carriage services connected to the Vocus Equipment;
 - (i) access to a designated Customer management portal as nominated by Vocus which enables the Customer to update its configuration management preferences, reporting and alerting; and
 - (j) features supported with the Service as determined by Vocus,
- collectively referred to as the **Service**.

- 3.2 The Customer acknowledges and agrees that:

- (a) Vocus may not be able to provide a Service at all Customer's Premises; and
- (b) access for low touch provisioning requires an internet link with DHCP and DNS enabled.

- 3.3 Vocus reserves the right to limit, throttle or otherwise modify a Service supplied to a Customer, on a temporary or permanent basis, in order to ensure operational integrity and performance are maintained for all users of the

systems and infrastructure that Vocus operates to deliver the Service.

- 3.4 Where the Service includes a Vocus provided 4G Wireless Internet Service (through the provisioning of a Vocus provided SIM Card); customer acknowledges that clause 3.5 to clause 3.10 apply in relation to the 4G Wireless Internet Service.

4G Service Limitations

- 3.5 4G Wireless Internet Service is intended to be used as a redundant service, which is to be used only in circumstances where a Vocus provided terrestrial internet service is not operational.

- 3.6 The 4G Wireless Internet Service:

- (a) is not suitable for mission critical purposes.
- (b) can only be used with Vocus' Managed SD-WAN or Agile Networking Service.
- (c) is only able to be used within the Mobile Coverage Areas, which may vary between Optus mobile services (3G and 4G Optus mobile services may have different Mobile Coverage Areas).
- (d) may not support any other service that Vocus has not expressly notified the Customer that the Optus mobile network supports and may not be able to be used to an acceptable standard, or at all, outside of the relevant Mobile Coverage Areas.
- (e) The availability of the 700MHz frequency, or any other frequency required in connection with 4G Optus mobile services, will be dependent upon the capability of Vocus' supplier to deliver 4G Optus mobile services over that frequency, which may vary from time to time.

- 3.7 The Customer acknowledges that it has made its own independent assessment (and to the maximum extent permitted by law, solely relies on that assessment) of whether the Vocus 4G wireless internet service is suitable to the Customer having regards to the Mobile Coverage Areas; and that the mobile coverage may vary (even within the Mobile Coverage Areas) and delays, network congestions, drop-outs, poor or no mobile coverage, reduced data

speeds and the like may be experienced from time to time.

- 3.8 The Vocus 4G wireless internet service cannot be connected to an 'always' on service, including but not limited to, Closed Circuit TV (CCTV) applications.
- 3.9 Where the Customer exceeds the Maximum Allocated Data Allowance, excess usage charges may apply.

Deactivation, Suspension and Refusal

- 3.10 Without limiting Vocus's rights under any other clause of this Agreement to suspend the Vocus 4G wireless internet service, Customer acknowledges and agrees that Vocus may:

- (a) refuse any request by the Customer for an activation, deactivation or reactivation of SIM cards for any reason in its sole and absolute discretion; and
- (b) Deactivate or suspend the Vocus 4G wireless internet service:
 - (i) to perform system and network management and maintenance determined by Vocus or a Supplier to be necessary from time to time; or
 - (ii) for reasons related to credit and debt management (including for historical reasons) from time to time; or
 - (iii) if Vocus reasonably suspects that the Vocus 4G wireless internet service has been used:
 - 1. in breach of the Standard Terms and Conditions; or
 - 2. in breach of any applicable laws; or
 - 3. unreasonably or in breach of any 'Fair Use Policy' or 'Acceptable Use Policy' of Vocus or a Supplier; or
 - 5. in connection with fraud (whether or not that fraud has been proven in a court of competent jurisdiction); or

6. if there has been an unusually high use of the Vocus 4G wireless internet service; or the Customer significantly changes any traffic profile or Forecast given to Vocus.

4 ADMINISTRATOR

- 4.1 Vocus will issue the Customer with one Login ID and Password for the Administrator.
- 4.2 The Administrator is responsible for the generation of a Login ID and Password for each user and for issuing each user with their unique Login ID and Password (if applicable).
- 4.3 The Customer acknowledges and agrees that Login IDs and Passwords may be used solely to facilitate access to the Service by the Customer and its users of the Service and that the Customer will not, and will ensure users do not, disclose any Login ID or Password details to any person who is not the Customer or the user to whom the Login ID or Password details relate.

5 CUSTOMER PORTAL

- 5.1 Vocus may, at its discretion, provide the Customer with access to the Customer Portal so as to provide the Customer access to Service Management for the sole purpose of enabling the Customer to provision, modify or query the Service.
- 5.2 Where Vocus grants the Customer access to the Customer Portal under clause 7.1, the Customer is responsible for obtaining and or developing the capability to access and communicate with the Customer Portal.
- 5.3 The Customers access to, and use of, the Customer Portal is subject to the terms of use set out in clause 7, Vocus Documentation and any technical specifications issued to the Customer by Vocus from time to time and may be revoked or restricted by Vocus at any time.
- 5.4 Where the Customer accesses the Vocus Customer Portal under this clause 7, the Customer warrants that:
 - (a) if applicable, at all times the Customer will transmit accurate and current data to the Customer Portal;
 - (b) the Customer will use the Customer Portal for the sole purpose of performing its obligations under the Standard Terms and Conditions, Service Schedule or Service Order; and

- (c) the Customer will treat all information or information containing Vocus' Intellectual Property Rights obtained or accessed via the Customer Portal strictly in accordance with clauses 12 and 13 of the Standard Terms and Conditions.

- 5.5 Vocus may, at its absolute discretion and at any time modify or replace the Customer Portal.
- 5.6 Where Vocus modifies the Customer Portal, Vocus will, wherever it is practicable for it to do so, provide advance notice to the Customer but otherwise always notify the Customer as soon as reasonably possible.
- 5.7 Vocus grants to the Customer a personal non-exclusive, non-assignable, non-transferable and non-sublicensable licence to use the Customer Portal and the Third Party Software solely for the purpose of exercising its rights and performing its obligations under this Service Schedule during the Initial Term of the Service Order and otherwise upon any specific terms set out in the Vocus Documentation or as advised by Vocus from time to time.
- 5.8 As between the Customer and Vocus, Vocus' Intellectual Property Rights in the Customer Portal and the Third Party Software remain with Vocus or the Third Party Software Provider (as applicable).

6 CANCELLATION PRIOR TO COMPLETION

- 6.1 If a Service is cancelled during provisioning and before completion including where Vocus cancels as a result of the Customer refusing to provide any information or access necessary for Vocus to provision the Service, Customer must pay Vocus for any costs incurred as a result of feasibility studies, work already completed and any costs incurred as a result of Vocus cancelling orders submitted to third party providers.

7 RELOCATIONS

- 7.1 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.
- 7.2 Vocus will respond to the request and advise the Customer whether the Services can be relocated.
- 7.3 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.

8 UPGRADES

- 8.1 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.
- 8.2 A once-off upgrade fee and additional monthly fees may apply.

9 SERVICE LEVEL AGREEMENT

- 9.1 Vocus will provide the Services in accordance with the Vocus SLA.

10 LIMITS AND EXCLUSIONS

- 10.1 The Customer acknowledges and agrees that the following limits and exclusions apply to the Service:
- (a) if the supply of the Service causes an adverse effect on the Vocus Infrastructure as a whole, or any part of the Vocus Infrastructure, or any Customer Equipment, Vocus may at its discretion suspend the Service immediately pending resolution of the issue;
 - (b) if the Customer changes the configuration without the prior written agreement of Vocus;
 - (c) The Service is provided on a reasonable efforts basis and does not guarantee security. The Customer accepts that Vocus is not responsible for any breaches of security, attempted or successful intrusion, loss or damage incurred by the Customer as a result of or related to any actual or perceived failure of the Service or other breach of the Customer's security; and
 - (d) The Service does not include the Vocus DDoS Protection Service, which protects the Customer from Distributed Denial of Service (**DDoS**) attack using traffic scrubbing, filtering, black holing or other actions.

11 ADDITIONAL SERVICE CHARGES

- 11.1 Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

- 11.2 Where the Customer requests Vocus provide services not expressly stated as being part of the Service, the Customer accepts and acknowledges that Vocus may charge the Customer additional charges for the performance of such requests.

- 11.3 The Customer accepts that additional fees apply to additions or changes requested by the Customer to an existing Service including, without limitation:

- (a) adding Access Circuits to the Vocus Equipment that are being protected or managed by the Service;
 - (b) configuration changes to the Service; or
 - (c) assistance in the configuration of Customer Equipment connecting to the Service.
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