

ETHERNET SERVICES SCHEDULE

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

1. Definitions

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

Access Service means a service used to transmit Ethernet Services over the Access Network.

Access Network means the part of our network, or a third party network provided by us, that connects your location to the Core Network.

Core Network means the network that connects major national and international nodes of our network. The boundary between the Core Network and the Access Network is defined as the egress port facing the Access Network on core routers or switches.

External Network-to-Network Interface (ENNI) means is a reference point representing the boundary between two Operator CENs that are operated as separate administrative domains. ENNI is defined in MEF Technical Specification 26.2 'External Network Network Interfaces (ENNI) and Operator Service Attributes' (August 2016).

Access Ethernet Network-to-Network Interface (AE-NN Interface) means the reference point representing the boundary between the customer and Vocus networks that are operated as separate administrative domains.

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. Supply of Ethernet Services

2.1. We will provide you the Ethernet Services and you and your end users must use the Ethernet 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 will provide you an Access Service in accordance with the Access Service Schedule available from us.

2.3. We may vary the Ethernet 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 Ethernet Services

3.1. As part of the Ethernet Services, we offer the following products:

- (a) E-Line services: A point-to-point Ethernet type service.
 - (b) Access Ethernet service: A point-to-point Ethernet service with one end point only terminated at an AE-NN Interface.
 - (c) E-LAN services: A multi-point Ethernet type service.
- (collectively and individually referred to as **Ethernet Services**).

3.2. The Ethernet Services is a layer 2 service delivered over the fibre network depending on our network infrastructure availability.

3.3. The Ethernet Services is delivered between the location/s and speed/s specified in the service order for the Initial Term. The speed of an Ethernet Services is determined by the bandwidth of the Ethernet Services and not by the bandwidth of the service interface.

3.4. The Ethernet Services is provided over the Core Network and, depending on the service delivery locations, Access Networks.

3.5. A Service provided over Core Network may be configured either a Protected Service or Unprotected Service, as specified in the service order. Where the service order does not specify the Ethernet Services as being either a Protected or Unprotected Service, it is assumed to be a Protected Service.

3.6. The Access Network is unprotected and the Ethernet Services does not include protection, redundancy or diversity in the Access Network unless otherwise agreed by Vocus.

3.7. The Ethernet Services offers connections at a range of bandwidths from 10 Mbit/sec to 50 Gbit/sec when deployed using optical fibre and is available within the coverage area of our Network and where there is sufficient spare infrastructure capacity. We may offer other speeds to you, where available.

3.8. The Ethernet Services may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if it is technically and commercially viable.

4. Connection to the Service

4.1. We will provide you a standard based interface for you to connect to our equipment at your premises.

4.2. The service interface bandwidth must be equal to or greater than the bandwidth of the Ethernet Services provided us via the service interface.

5. Access Ethernet Service

5.1. For each Access Ethernet service ordered, you must:

- (a) purchase an AE-NN Interface prior to ordering an Access Ethernet service; and
- (b) at least one end point of an Access Ethernet service must terminate at an AE-NN Interface.

5.2. If you order an AE-NN Interface, the setup and monthly fee is waived if, over the first 12 months of the fixed term in each respective service order, the total sum of

the monthly invoice of the Access Ethernet service meet the following fee in the respective Service Order ("**Minimum Commitment**"):

- (a) 1 Gbit/sec: \$1,000
- (b) 10 Gbit/sec: \$2,000
- (c) 100 Gbit/sec: \$8,000

- 5.3. If you fail to meet the Minimum Commitment, we may invoice you for the AE-NN Interface fees backdated from the beginning of the contract term.
- 5.4. If you exceed the combined sum of circuits speeds on the AE-NN Interface, then we cannot guarantee the performance of all circuits therein, which will invalidate all Service Levels associated with all the relevant services in the AE-NN Interface.

6. Multiple Services on a Single service interface

- 6.1. The service order sets out which of the following configuration options apply:
 - (a) an individual service interface used for a single Ethernet Service; or
 - (b) multiple Ethernet Services presented on an individual service interface.
- 6.2. If data can be transmitted using the Ethernet Services, it is considered available for the purposes of the Vocus SLA.

Equipment

- 6.3. You are responsible for the configuration, maintenance and correct operation of your equipment you use in conjunction with the Ethernet Services and any third-party services you use in conjunction with the Ethernet Services.
- 6.4. We are not liable for faults caused by:
 - (a) networking devices which you use to terminate the Ethernet Services; or
 - (b) third parties to your equipment or other related services you consume.
- 6.5. For Ethernet multipoint services, you are required to use layer 3 networking devices such as routers to connect the Ethernet Services to your network.

7. Vocus Cloud Connect (VCC) Service

- 7.1. If you order a VCC Service, you are responsible for engaging and maintaining your relationship with the third-party cloud provider. We are not liable for any acts or omissions related to or in connection with the third-party cloud provider or their services. Our responsibility ends at the network interface where our network connects to the third-party cloud provider.
- 7.2. Notwithstanding the service order, only cloud providers which we have approved are available as an end point of a VCC Service.
- 7.3. We will provide the VCC Service at the speed specified in the service order. You acknowledge that:
 - (a) the performance of the VCC Service is subject to the service provided by the third-party cloud provider which is not within our control;
 - (b) where the speed of the VCC Service specified in the service order is lower than the speed used by the third-party cloud provider, data frames may be dropped at ingress to our network; and
 - (c) it is your responsibility to ensure utilisation of the VCC Service is not attempted at a speed in excess of what we provide.

8. Relocations

- 8.1. You acknowledge that not all Ethernet Services can be relocated.
- 8.2. If you require a relocation of the Ethernet Services to a new location;
 - (a) you must provide us with a written request in a manner nominated by us;
 - (b) we will respond to your request and inform you whether the Ethernet Services can be relocated.
- 8.3. A once-off relocation fee and additional monthly fees based on the new location may apply.
- 8.4. For Services still in contract, the change of monthly fees must not be less than the total contract value.

9. Change of Service Speed

- 9.1. You may request that the Ethernet Services speed to be upgraded or downgraded, which does not include being replaced by a different type of service.
- 9.2. A once-off upgrade fee and additional monthly fees based on the new service speed may apply.
- 9.3. For Services still in contract, the change of monthly fees must not be less than the total contract value.

10. ENNI

- 10.1. Indicative delivery timeframes for:
 - (a) provisioning of both the ENNI and Access Port is 15 business days;
 - (b) provisioning of an ENNI associated OVC (E-Line) is 3 business days.
- 10.2. The cancellation of an ENNI service prior to provisioning may carry a once-off time and material charge and applicable service cancellation costs
- 10.3. You are responsible for cancelling any cross connect service associated with ENNI and you will continue to be charged for any cross connect service until cancelled.