



## VOCUS - GOLDNET MICROWAVE SERVICE SCHEDULE

### 1. DEFINITIONS

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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:

**Ad Hoc Rates** means \$250 per hour during Business hours and \$280 per hour after hours.

**Allocated Bandwidth** means as set out in the Service Order.

**Authorised End User Data** means any data uploaded, inputted, transmitted, transferred and/or traversed via the Capacity Services by Authorised End Users.

**Authorised End User(s)** means customers end users with authorised access.

**Business Day** means Monday – Friday excluding public holidays in Perth, Western Australia.

**Business Hours** means 9:00am – 5:00pm on Business Days.

**Capacity Services** means the provision of the Allocated Bandwidth by either Vocus or GoldNet to the Customer in respect of the Network.

**Charges** means the fees payable by the Customer to Vocus for Services or Supplied Equipment provided by Vocus under this Agreement, including any Fixed Term Charge, Equipment Fee or Equipment Rental Fees

**Commencement Date** means as set out in the Service Order or advised by Vocus and subject to change from time to time.

**CPE** means the customer premises equipment or such other equipment approved by Vocus for use by any Authorised End User to access the Allocated Bandwidth.

**Customer** means the Customer described in the Service Order and any of its employees, subcontractors, agents and representatives.

**Fees** means as set out in the Service Order.

**Force Majeure Event** means war, strike, lockout, natural disaster, flood, earthquake, act of God, storm or other inclement weather, radio communications interference, amendment of the Telecommunications Act 1997 (Cth) or other applicable law or regulation, or other circumstances beyond the reasonable control of Vocus or its subcontractors.

**Initial Term** means as set out in the Service Order.

**Land** means as set out in the Service Order.

**Network Infrastructure** means all infrastructure required for the operation of the Network plus any associated:

- (a) telecommunications masts;
- (b) telecommunications antennas;
- (c) telecommunications towers;
- (d) microwave masts;

- (e) any facility, housing or other equipment referred to in the Telecommunications (Low-impact Facilities) Determination 1997; and/or
- (f) cabling, wiring, and/or hardware,

used by Vocus directly and/or indirectly in connection with the operation of the Network.

**Network** means as set out in Service Order.

**Practical Completion** means the construction works set out in the Service Order (and as other otherwise agreed between the parties) are complete to the extent necessary for Authorised End Users to be able to use the Capacity Services.

**Renewal Term** means an additional term of 12 months commencing at the end of the Initial Term or as outlined in the Service Order.

**Service Order** means an order in Vocus' standard written format for the provision of a Service, which includes details of the Initial Term and Charges for the Services provided, which has been agreed by Vocus.

**Services** means the Capacity Services and the Support Services.

**Support Services** means as set out in clause 4.2

**Term** means the Initial Term and any Renewal Terms.

## 2. INTERPRETATION

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- 2.1 In the event of any inconsistency between the terms of this Service Schedule, the Standard Terms and Conditions a Service Order or a Service Schedule for a Service that is supplied in conjunction with the access or Capacity Service, the following order of priority applies:

- (a) first the Service Order;
- (b) then the applicable Service Schedule for the associated Internet or IP Transit Service(if applicable);
- (c) then, this Service Schedule;
- (d) lastly the Standard Terms and Conditions.

### General

- 2.2 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.
- 2.3 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. CAPACITY SERVICES

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- 3.1 Vocus shall supply the Capacity Services to the Customer, from the Commencement Date or as soon as practicable thereafter, for the Initial Term and any applicable Renewal Terms unless terminated earlier in accordance with the relevant terms.

- 3.2 The Capacity Services shall be supplied using such technologies, equipment and with such security and access protocols as are specified in the Service Order (if any). To the extent that any such technologies, equipment and with such security and access protocols are not specified in the Service Order, Vocus may supply the Capacity Services using any technologies, equipment and with such security and access protocols considered appropriate by Vocus in its absolute discretion.
- 3.3 Customer agrees to comply all reasonable directions and requirements of Vocus that apply to the accessing and use of the Allocated Bandwidth.
- 3.4 Customers agrees and acknowledges that the Allocated Bandwidth may only be used by the Customer's Authorised End Users and only to transmit data to and from each of the endpoints of the Network, and only using the CPE.
- 3.5 Customer agrees and acknowledges that this Agreement shall not entitle any person to exclusive use of the Network.
- 3.6 Vocus or a third party may conduct maintenance of the Capacity Services from time to time. Except in respect of emergency maintenance, Vocus agrees to provide Customer with 10 days advance notice of any such maintenance which renders the Capacity Services unavailable. Customer agrees that Vocus will not be liable for any loss that may be incurred during the period when the Capacity Services may be impaired or unavailable.
- 3.7 Vocus shall not be responsible for any delay in supply of the Capacity Services caused by a Force Majeure Event or any other delay including any delay by the Customer or any Authorised End User to configure equipment that is used to access the Allocated Bandwidth in accordance with Vocus's instructions.
- 3.8 In the event that the Capacity Service is to be used in-conjunction with a Vocus Service (such as IP Transit or IP WAN), then the Vocus standard Service Level Agreement provided to the Customer would apply. If the aforementioned is not applicable, and GoldNet is the sole supplier of the Capacity Services, then the Service Level in clause 11.2 applies.

#### **4. SUPPORT SERVICES**

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- 4.1 Vocus does not guarantee that the Network or the Capacity Services will be uninterrupted or free of errors or faults.
- 4.2 If during the Term Customer is unable to access the Allocated Bandwidth due to an error or defect in the Capacity Services ("Error"), Customer may notify Vocus that it requires technical support ("Support Request") in accordance with the following procedure:
- (a) Customer must issue a Support Request to Vocus.
  - (b) when issuing a Support Request, Customer must ensure that it provides to Vocus:
    - (i) the name and contact details of the Customer's staff member who is experiencing the Error;
    - (ii) a detailed description of the Error; and
    - (iii) any other information reasonably required by Vocus or a third party in relation to the Error.

#### **4.3 Exclusions**

Vocus has no obligation to perform any Support Services in respect of an Error caused by:

- (a) use of the Capacity Services in combination with software, hardware or any network not supplied or approved in writing by Vocus
  - (b) any failure of any person to correctly configure software, hardware or any network in accordance with any reasonable directions of Vocus; or
  - (c) Customers breach of this Agreement,
- (the "Excluded Services").

4.4 Vocus may in its absolute discretion agree to perform Excluded Services or other services for the Customer other than the Services. All such work shall be payable by Vocus on a time and materials basis for a fee calculated at the Ad Hoc Rates, plus any payment for any time travelled by Vocus or a third party personnel, and where travel is more than 100km from Kalgoorlie, any travel, accommodation and meal expenses.

## **5. NETWORK INFRASTRUCTURE**

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- 5.1 The parties agree and acknowledge that, unless otherwise agreed, the Network Infrastructure is owned exclusively by Vocus or a third party.
- 5.2 Customer agrees and acknowledges that it has no right to, and it must not, and must not permit or encourage any person to, access, modify, enter onto, add antennas to, or take possession of, any of the Network Infrastructure, without the prior written consent of Vocus.
- 5.3 The parties agree that Vocus or a third party retains all right, title and interest in the Network Infrastructure. No assignment or transfer of any right, title or interest in the Network Infrastructure passes to Vocus whether under this schedule or otherwise.
- 5.4 Notwithstanding any other provisions of this schedule, legal title to the Network Infrastructure will remain with Vocus (or a third party) at all times during and after termination or expiry of this Agreement for any reason.

## **6. LAND**

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- 6.1 Where required by Vocus, Customer must obtain and maintain all relevant consents and authorisations and take any other steps required by Vocus (including, as applicable, by obtaining any government development consents) for Vocus to:
  - (a) install the Network Infrastructure on the Land;
  - (b) maintain the Network Infrastructure on the Land;
  - (c) have unrestricted access and ingress and egress to the Network Infrastructure and the Land for the purpose of accessing, maintaining and supporting the Network Infrastructure at all times required by Vocus and without any further conditions. If Customer is unable to provide all such access, ingress and egress when required, Vocus shall have no obligation to perform the Services during that period of time;
  - (d) operate the Network Infrastructure on the Land; and
  - (e) install any antenna or antennas onto the Network Infrastructure that Vocus requires in order to provide the Services to the Customer.

6.2 Customer must:

- (a) not interfere with, obstruct or interrupt or in any other way prevent Vocus from having full access to the Network Infrastructure;
- (b) not broadcast or transmit or allow to be broadcasted or transmitted from the Land any frequency which may interfere with the Network Infrastructure in any way;
- (c) not access or tamper with, or allow any other person to access or tamper with, the Network Infrastructure without the prior written consent of Vocus; and
- (d) keep the Land in good repair and ensure that the Network Infrastructure is not damaged.

6.3 Customer agrees:

- (a) that it will ensure that all lessees, licensees or any other occupiers or visitors or invitees to the Land including any future proprietor(s) or owner(s) of the Land are aware of and respect all rights of Vocus under this Agreement during the term of this agreement;
- (b) that any lease of the Land must not compromise or interfere with the rights of Vocus under this agreement;
- (c) that it will reasonably cooperate with Vocus in relation to any permits or applications or other documents or certifications required by Vocus or any government bodies in relation to the operation or location of the Network infrastructure on the Land;
- (d) to provide a reliable electricity supply to the Network Infrastructure;
- (e) that it will not register any security interest in respect of the Network Infrastructure or permit any such registration (except a registration by Vocus or an approved third party); and
- (f) that nothing in this Agreement confers any proprietary rights on the Customer in relation to the Network Infrastructure or any ancillary equipment of Vocus or its licensees such as cabling located on the Land notwithstanding any interpretation of any such equipment as a fixture.

6.4 Notwithstanding any other provisions of this Agreement, Vocus or an approved third party may register any security in respect of the Network Infrastructure at any time in its absolute discretion.

## **7. RENEWAL OF TERM OF STATEMENTS OF WORK**

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7.1 Following expiry of the Initial Term, Vocus shall continue to provide the Services for subsequent consecutive terms each equivalent to the length of the Initial Term (each a "Renewal Term"), until and this Agreement is terminated:

- (a) by either party providing at least 8 months and not more than 12 months' notice prior the expiry of the Initial Term or the then current Renewal Term, in which case where such notice is provided, the supply of the Services and this Agreement will terminate at the expiry of the Initial Term or (where applicable) the then current Renewal Term; or

- (b) Otherwise in accordance with the agreement.

## **8. OWNERSHIP OF DATA**

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- 8.1 Vocus acknowledges that the Authorised End User Data remains the property of the Customer.
- 8.2 Vocus is not responsible for:
  - (a) controlling access to and use of the Capacity Services;
  - (b) any viruses, hacking and denial of service attacks on the Customer operated infrastructure or any Authorised End User; and/or
  - (c) securing the Network, except as otherwise specified in the Service Order.

## **9. CUSTOMER PREMISES EQUIPMENT**

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- 9.1 In order to use the Capacity Services Customer must have CPE approved by Vocus installed at the relevant endpoint of the Network from which Customer requires access to the Allocated Bandwidth. Customer will access the Allocated Bandwidth via the CPE. Unless otherwise agreed by Vocus, Vocus shall retain exclusive ownership of the CPE.
- 9.2 The CPE consists of two parts - an IDU (indoor unit) and an ODU (outdoor unit). The IDU consists of a cabinet that provides 6RU of rack space for housing of an Indoor Radio (1RU) a lighting protector (connected to the 1RU) a 48v dc power supply (2RU) and 4 x 12v batteries (normally 7amp hours each consuming another 2RU). If Customer requires to be protected for longer power outages Vocus can increase the battery size as required. A coaxial cable (cnt-400) connects the IDU to the ODU usually on the roof of the premises but may be on a tower or mast depending on the site's requirements. The length of the cable can be a maximum of 200 meters. The ODU consists of a microwave parabolic antenna (up to 1.8 metres in diameter) and a microwave outdoor radio connected to the back of this antenna (approx. 25cm x 25cm x 10cm). The antenna and radio is mounted on a piece of galvanised pipe of approx. 100nb. In the case of a rooftop this mount is affixed at a suitable location and engineered to achieve a 200km/hr wind loading. Customer must not obstruct the path between the antenna and any connection-dependant telecommunications tower. Furthermore, Customer agrees to keep clear of 3 meters directly in front and 1 metre to the side of the antenna whilst in operation. A radiofrequency hazard sign is installed on the outdoor unit and Site Radiation Folder provided by Vocus upon commissioning.
- 9.3 **WARNING: THE CUSTOMER MUST NOT TAMPER WITH, REVERSE ENGINEER, RECONFIGURE, REPAIR, MODIFY OR OTHERWISE DEAL WITH THE CUSTOMER PREMISES EQUIPMENT. THE EQUIPMENT MAY CAUSE AN ELECTRICAL SHOCK WHICH MAY RESULT IN INJURY OR DEATH. THE INDOOR EQUIPMENT MUST BE KEPT IN AN ENVIRONMENTALLY FRIENDLY ENVIRONMENT WHERE THE TEMPERATURE INSIDE THE ENCLOSURE DOES NOT EXCEED 40 DEGREES CENTIGRADE. VOCUS OR A THIRD PARTY MONITORS TEMPERATURE AND WILL LET THE CLIENT KNOW IF THE INDOOR UNIT GETS ABOVE 42 DEGREES CENTIGRADE AND IN EXTREME CIRCUMSTANCES VOCUS MAY REMOTELY SHUT DOWN THE EQUIPMENT IF IT FEARS THAT HEAT DAMAGE IS IMMINENT (WE DO THIS IF IT GETS UP TO 50 DEGREES CENTIGRADE). AS THE SERVICE RELIES ON THE SUPPLY OF ELECTRICITY TO THE CUSTOMER PREMISES EQUIPMENT, IF ELECTRICITY POWER IS LOST OR IF THERE IS A TECHNICAL FAILURE OF THE SERVICE, THE SERVICE WILL NOT BE ABLE TO BE USED TO DIAL EMERGENCY CALL SERVICE NUMBERS OR ANY OTHER TELEPHONE NUMBERS. ACCORDINGLY, GOLDNET STRONGLY ADVISES AGAINST REPLACING FIXED LINE TELEPHONE SERVICES WITH ANY VOICE-OVER IP FACILITY.**

## 10. CONSTRUCTION WORK

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### 10.1 Appointment of Project Manager

- (a) customer hereby engages Vocus to design, perform and manage the construction of the Network Infrastructure (the “construction works”) and Vocus hereby accepts that appointment.
- (b) The building of the Network Infrastructure for the purposes of the construction works shall proceed in the following stages:
  - (i) Stage 1 – construction stage; and
  - (ii) Stage 2 – commissioning and maintenance stage.
- (c) Any estimates given by Vocus for the construction works are non-binding and subject to change by Vocus from time to time.

### 10.2 Vocus’s duties during construction

Vocus’s duties during construction shall include the following:

- (a) provide all direction, co-ordination, administration and review necessary or required by Customer in accomplishing completion of the Network Infrastructure;
- (b) arrange and attend project meetings as provided herein;
- (c) report regularly to Customer on the progress of the construction works;
- (d) notify Customer of all technical problems arising in the construction works.

### 10.3 Customer duties during construction

- (a) Customer must provide all cooperation reasonably required by Vocus in relation to the performance by Vocus of the construction works.
- (b) Customer must provide Vocus with full access to the Land so that Vocus can carry out the construction works.
- (c) Customer shall ensure that all existing and any additional design work complies with all applicable statutes, regulations, ordinances and by-laws and shall obtain all necessary approvals and from the relevant authorities in respect of the construction works.

### 10.4 Project management meetings

- (a) At least once a month, or as otherwise agreed, during the construction works Vocus shall attend a meeting with the Customer to discuss and honestly answer questions relating to the construction works.
- (b) Vocus shall present a progress report at each such meeting in particular focusing on time and cost issues that have arisen requiring a change of programming or other significant change.
- (c) Vocus shall at such meetings where it requires instructions from Customer, make all necessary recommendations as to the action required.



- (d) Customer shall be entitled to call for reports and ask questions in relation to the construction works at the relevant project meeting.

#### 10.5 Construction stage

- (a) Vocus shall commence construction of the Network Infrastructure as soon as practicable after execution of the relevant Service Order(s).
- (b) Vocus will not be responsible for any non-compliance with any project schedule or timetable for completion of the construction of the Network Infrastructure.
- (c) Vocus or its appointed third party shall monitor the progress of the development of the Network Infrastructure.
- (d) Vocus shall keep Customers representative advised on all aspects of the construction of the Network Infrastructure.
- (e) Vocus or its appointed third party shall monitor the standard of workmanship, materials and equipment carried out or used in respect of the works.

#### 10.6 Commissioning stage

- (a) Vocus shall arrange for the commissioning of the Network Infrastructure prior to Practical Completion of the construction works.
- (b) During the defects liability period agreed in writing between the parties Vocus shall monitor the performance of the Network Infrastructure and arrange for any necessary rectification or completion work to be carried out to the Network Infrastructure as soon as reasonably practicable.

#### 10.7 Construction and maintenance fees

- (a) Customer shall pay to Vocus the commissioning charges specified in the Service Order ("Project Management Fee") in consideration of Vocus performing its duties set out in the Service Order. The Project Management Fee shall be payable as follows: 100% on the date of executing the Service Order or as per the agreed payment terms between Vocus and the Customer.
- (b) The Project Management Fee is a fixed fee for the performance of the construction works expressly described and agreed in the form of a Service Order. It does not cover any other works or services. Any variation to the construction works shall only take effect upon the parties agreeing in writing on the appropriate increase to the Project Management Fee.
- (c) If at any time during the performance of Vocus' obligations, Vocus considers that the scope of the construction works are greater than it expected, it may propose an increase to the Project Management Fee by written notice to the Customer ("Proposed Fee Increase Notice"). If Vocus does not agree to the increase in the Project Management Fee set out in the Proposed Fee Increase Notice within 14 days of the date of that notice, Vocus may terminate the relevant Service by written notice to the Customer, and Customer will be required to pay the part of the Project Management Fee that Vocus reasonably estimates has been incurred in respect of the construction works carried out prior to the date of termination, plus the cost of any materials and infrastructure incurred by Vocus. Customer agrees and acknowledges that any such charges are genuine pre- estimates of loss incurred by Vocus.





## 11. SERVICE LEVELS & SERVICE CREDITS

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11.1 The Capacity Services must be available 99.9% of the time calculated monthly.

### 11.2 Service Credits

- (a) The Service Credits are capped to 20% of the monthly Fees payable by the Customer, in the aggregate, for all and any Service Level breaches. The following Service Credits shall apply to breaches of the Service Levels:

#### Capacity Services Service Credits

Service Level	Service Credits
99.9%	Nil
95.1-99.8%	5% off monthly Fees payable by the Customer for the impacted service
90-95%	10% off monthly Fees payable by the Customer for the impacted service.
<90%	20% off monthly Fees payable by the Customer for the impacted service.



**SIGNED** by the parties as an agreement.

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

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Signature of Witness

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Name Authorised Officer (print)

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
Signature of Witness

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Signature of Authorised Officer

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Name of Witness (print)

\_\_\_\_\_  
Name Authorised Officer (print)

\_\_\_\_\_  
Date