

INTERNET AND IP TRANSIT SERVICE SCHEDULE

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

1. Definitions

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

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

Access Service means a service used to transmit the Internet and IP Transit Services over the Access Network.

Autonomous System Number or **AS Number** means a globally unique 16 digit identification number issued under the Autonomous System

Autonomous System means set of Internet routable IP prefixes belonging to a network or a collection of networks that are all managed, controlled and supervised by the Internet Assigned Numbers Authority.

BGP means Border Gateway Protocol version 4.

Core Network means the network that connects major national and international nodes of the Vocus 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.

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 either our and/or your network unavailable to its intended users.

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 Internet and IP Transit Services

2.1. We will provide you the Internet and IP Transit Services and you and your End Users must use the Internet 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 Internet and IP Transit Services if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on you.

- 2.3. We will provide the Access Service used to connect the Internet and IP Transit Services in accordance with the Access Service Schedule which is available from us.

3. Description of Internet and IP Transit Service

- 3.1. Internet and IP Transit Services we provide are intended to ensure Internet connectivity to your nominated location, including the following products:
 - (a) IP Transit
 - (b) Enterprise Internet;
 - (c) Internet Express;
 - (d) Business Unlimited;
 - (e) Business Internet; and
 - (f) DDOS Protection Services.
- 3.2. We maintain and operate our network under the Autonomous System Numbers (or **AS Numbers**) 4826. We may add or remove AS Numbers from our network as required.
- 3.3. The Vocus international network includes peering and transit services with numerous networks to ensure redundancy, network resilience and network reachability. We reserve the right to add, change or remove peering and transit services, without notice.
- 3.4. You may exchange route information with us via the BGP routing protocol.
- 3.5. We will supply a full global BGP routing table to you or a default route as specified in the service order.
- 3.6. If you elect to use BGP and receive a full routing table, you should ensure your equipment can support the current table and its future growth.
- 3.7. You must not use BGP routing protocols or any other means to direct your traffic to Vocus DDoS mitigation devices unless you have an active DDoS Protection Service in accordance with clause 16.
- 3.8. We will provide you a standards-based interface to connect to the Vocus access device at each agreed location. The service interface bandwidth must be equal to or greater than the bandwidth of the Internet and IP Transit Services provided via the service interface.
- 3.9. We will deliver the Internet and IP Transit Services at the location and for the Initial Term specified in the service order.
- 3.10. The Internet and IP Transit Services may not be available in all locations. All services are subject to a qualification process to confirm availability. If we are unable to deliver the service you ordered, we will contact you to discuss further options and cancel the original service order.
- 3.11. You acknowledge that the speed of the Internet and IP Transit Services as indicated in the service order is a theoretical maximum. The actual throughput of the service will be less than the speed specified in the service order due to overheads and characteristics of the transmission protocols used to deliver the service.

- 3.12. As the Internet and IP Transit Services provides transmission over the Internet, including networks outside our control, we do not guarantee the transmission of data using the service. Information or packet loss may occur from time to time. Throughput may vary depending on the nature of the transmission, source and destination, hardware and software configurations, path, and utilisation and capacity of networks and systems used in the transmission.
- 3.13. A service designated “Domestic” or “Domestic Only” on the service order is provided with Internet routes advertised to our network by our intra-country transit providers and peers only. International routes to the Internet are not included.
- 3.14. A service designated “International” or “International Only” on the service order is provided with Internet routes advertised to our network by our international upstream transit providers and peers only. Intra-country routes to the Internet are not included.
- 3.15. A service designated as “Blended” on the service order will be provided with both intra-country and international routes from our transit providers and peers.
- 3.16. If a service is not designated “Domestic” or “International” it is assumed to be blended.
- 3.17. Where the Internet and IP Transit Services is delivered into a data centre, we will terminate the service in a common area or meet-me room, irrespective of any Vocus equipment to be situated in your colocation facility. It is your responsibility to arrange any cross-connection cabling between the common area or “Vocus Meet Me” room and your location unless otherwise agreed by us.
- 3.18. We reserve the right to undertake any action necessary to protect our network, including undertaking protection measures against a DDoS attack. We are not liable to you as result of such action.
- 3.19. You must ensure your equipment connected to the Internet and IP Transit Services is capable of rate shaping or limiting the speed of transmission into our network to the speed of the service provided, except where our equipment provides IP routing and performs the rate shaping. Any performance degradation due to the inability of your equipment to undertake these activities is not a breach of the Vocus SLA.

4. Billing

- 4.1. We may bill the Internet and IP Transit Services using one of the following methods:
 - (a) **Flat rate:** where a fixed monthly amount is payable by you based on the speed of the Service;
 - (b) **Data plan:** where a fixed monthly fee for a fixed amount of traffic is payable by you and any excess usage is charged at the rate in the service order. Unless otherwise stipulated in the service order, usage is calculated based on the larger of the amount of downloaded or uploaded data during the billing period.
 - (c) **IP burst:** where a fixed monthly amount for usage up to a fixed speed is payable by you and an additional charge is payable if you use the Internet and IP Transit Services above the fixed speed.

- (i) The Service is billed using a 95th percentile billing method. The service order stipulates the amount of IP Transit you purchased in Mbps (the **Committed Speed**) for a fixed monthly fee and the maximum speed at which transmission may occur (the **Burst Speed**).
 - (ii) Where the measured usage of the service (in Mbps) is above the Committed Speed, a fee is payable for such usage above the Committed Speed (**IP Burst Fee**) per Mbps and is stated on the service order. If the IP Burst Fee is not stated in the service order, it will be 25% more than the per Mbps fee for the Committed Speed.
 - (iii) The ratio of the Burst Speed to the Committed Speed shall not exceed 2:1 unless otherwise agreed by us. Bandwidth above the Committed Speed is subject to availability and is not guaranteed.
 - (d) **Aggregated billing:** where two or more ports may be billed as if it was a single port. For example, two separate 100Mbps ports may be billed as 200Mbps. A charge for each additional port applies.
 - (i) Aggregated billing may be combined with IP burst subject to our approval.
 - (ii) If you order additional ports without also increasing the amount of IP Transit (in Mbps) or Committed Speed to match the total bandwidth supplied, the Internet and IP Transit Services will be billed using aggregated billing with IP burst. The IP Burst Fee will be as stated in the service order. If the IP Burst Fee is not stated in the service order, it will be 25% more than the per Mbps fee for the associated IP Transit.
- 4.2. Aggregated billing and IP burst are not available in all locations or with all Internet and IP Transit Services.

5. Third Party Services

- 5.1. If the Internet and IP Transit Services we provide includes equipment or transmission services from a third party supplier and additional costs are identified and considered by us to constitute a material cost, we will present such charges for you to agree. If you do not agree to pay these charges within 14 days, we will deem the relevant service order to be cancelled and you may be charged any pre-delivery costs. Additional costs may include:
- (a) cabling, network construction and other work to connect the third party supplier's network to the network boundary point at your location; and
 - (b) cabling and associated works between any network boundary point and your location.

6. IP Addresses supplied by us

- 6.1. You may elect to use IP addresses supplied by us.
- 6.2. A single fixed IP address is provided at no charge for you to use to connect to the Internet and IP Transit Services. Fees apply for any additional IP addresses.
- 6.3. Any IP addresses we allocate to you remain our property and are not transferable.

- 6.4. Your right to use IP addresses supplied by us ceases upon termination of the agreement for the supply of the Service, cancellation of the Internet and IP Transit Services or where we cease to provide the service to you.
- 6.5. We reserve the right to change any IP address allocated to you on at least 7 days' notice or immediately if an urgent change is required to maintain our network availability or stability or to correct a fault. We will work with you to minimise any disruption to the Internet and IP Transit Services during the change.
- 6.6. You may request the reallocation of IP addresses to an active service, which will be subject to our approval.
- 6.7. If you cancel the service to which the IP addresses are attached, we may allocate these IP addresses to the Internet and IP Transit Services of other customers.
- 6.8. Requests for more than 256 IP addresses are generally not available from us and should be made to Asia Pacific Network Information Centre (**APNIC**) or the relevant regional internet registry.

7. IP addresses supplied by you

- 7.1. If you supply your own IP addresses you must ensure timely payment of all fees to the applicable regional internet registry.
- 7.2. If we become aware that you have failed to make payment of any fees due to the relevant regional internet registry, we may terminate the relevant service order and invoice you for any Fixed Term Charge due in respect of the Internet and IP Transit Services for the remainder of the Initial Term.

8. Vocus Internet Express

- 8.1. Vocus Internet Express (**VIE**) is a service with the following limitations:
 - (a) only available at the symmetrical speeds of 250Mbps, 500Mbps or 1000Mbps unless otherwise offered by us;
 - (b) only available to eligible customers in limited Vocus on-net and near-net buildings and is subject to approval by us;
 - (c) you must supply your own router;
 - (d) BGP peering is limited to one AS Number only (i.e. no more than one Autonomous System may route traffic through the VIE service to the Vocus network); and
 - (e) VIE is only available with Flat rate billing.
- 8.2. VIE may not be used by internet, hosting or other service providers as part of their own products or services or used to aggregate Internet traffic for more than one end-user.
- 8.3. A service may be re-sold "as-is" to an End User.
- 8.4. VIE may not be sold for provision into a data centre, except when agreed to in writing by us.
- 8.5. We may suspend or cancel a service on 2 days written notice if you breach clauses 8.2, 8.3, or 8.4.

9. Vocus Business Unlimited

- 9.1. Vocus Business Unlimited (**VBU**) is a service with the following limitations:

- (a) VBU is only available at the theoretical maximum symmetrical speeds of 50Mbps, 100Mbps, 250Mbps, 500Mbps or 1000Mbps unless otherwise offered by us;
 - (b) VBU is only available to eligible customers in limited coverage areas as offered by us;
 - (c) you must supply your own router;
 - (d) BGP peering is limited to one AS Number only (i.e. no more than one Autonomous System may route traffic from the VBU service to the Vocus network);
 - (e) VBU is only available with Flat rate billing; and
 - (f) VBU is provided using a best-effort transmission service, from a third party supplier, between the service interface and our network. Actual throughput may be less than the speed provided from time to time.
- 9.2. VBU must not be used by internet, hosting or other service providers as part of their own products or services or used to aggregate Internet traffic for more than one end-user.
- 9.3. A VBU service may be re-sold “as-is” to an End User.
- 9.4. VBU must not be sold for provision into a data centre, except when agreed to in writing by us.
- 9.5. We may suspend or cancel a service on 2 days written notice if you breach clauses 9.2, 9.3, or 9.4.

10. Vocus Enterprise Internet

- 10.1. Vocus Enterprise Internet (**VEI**) is a service with the following limitations:
- (a) VEI is only available at the symmetrical speeds 10M, 20M, 50M, 100M, 150M, 200M, 250M, 300M then 100M increments to 1Gbps, 1.5G, 2G, 2.5G, 3G then 1G increments to 10G, unless otherwise offered by us;
 - (b) VEI is only available to eligible customers in limited coverage areas as offered by us;
 - (c) you must supply your own router;
 - (d) BGP peering is limited to one AS Number only (i.e. no more than one Autonomous System may route traffic from the VEI service to our network);
 - (e) VEI is only available with Flat rate billing; and
 - (f) VEI is not available with link aggregation.
- 10.2. VEI may not be used by internet, hosting or other service providers as part of their own products or services or used to aggregate Internet traffic for more than one End User.
- 10.3. A VEI service may be re-sold “as-is” to an End User
- 10.4. We may suspend or cancel a service on 2 days written notice if you breach clauses 10.2 or 10.3.

11. Vocus Business Internet

- 11.1. Vocus Business Internet (**VBI**) is a service with the following limitations:
- (a) VBI is provided to your location, as specified on the service order, using a NBN Access or other access as offered by us;

- (b) where VBI uses as an NBN Access, the Internet and IP Transit Services is only available up to the downstream/upstream speeds of 25/10Mbps, 50/20Mbps, 100/40Mbps, 250/100Mbps, 500/200Mbps and 1000/400Mbps, unless otherwise offered by us;
 - (c) the service interface will be an Ethernet interface unless the NBN Access uses FTTB or FTTN, in which case the service interface will be either a VDSL interface (default) or, where available from us, you may order an Ethernet interface on the service order (additional fees apply).
 - (d) you must supply your own router.
 - (e) BGP peering, where available and offered by us, is limited to one AS Number only (i.e. no more than one Autonomous System may route traffic from the VBN service to the Vocus network); and
 - (f) VBI is only available with Flat rate billing.
- 11.2. VBI may not be used by internet, hosting or other service providers as part of their own products or services or used to aggregate Internet traffic for more than one End User.
- 11.3. A VBI service may be re-sold “as-is” to an End User.
- 11.4. We may suspend or cancel a service on 2 days written notice if you breach clauses 11.2 or 11.3.

12. Vocus Business Internet Satellite

- 12.1. Business Internet Satellite (**BIS**) is a service with the following limitations:
- (a) it is provided to the Customer location on an ‘as is’ basis or as specified on the service order, using NBN Access; or other access as offered by us;
 - (b) service levels for the Internet and IP Transit Services including installation and restoration times are available in the Vocus SLA.
 - (c) it is provided using a best-effort transmission service using the NBN Co network. Actual throughput may be less than the speed provided from time to time.
- 12.2. To the extent permitted by law, you release us and NBN Co, and its related bodies corporate, affiliates, directors, officers, agents, employees, contractors or representatives, from any and all losses or liabilities that may arise directly or indirectly from your use of the BIS.
- 12.3. In relation to the BIS service, you acknowledge that:
- (a) there is no contractual relationship between you and NBN Co;
 - (b) use of the BIS service is at your own risk;
 - (c) it is using a public internet connection and you should take precautions for the security of your information;
 - (d) once the BIS service reaches 100% of the allocated data allowance, an additional 100 GB data top-up will be applied to the service;
 - (e) you agree to pay all applicable additional 100 GB data top-up charges at the excess data charge rate in the service order or applicable from time to time;
 - (f) you are solely responsible for any loss or damage to your equipment, device or any information or data that may result from use of the BIS service;

- (g) there may be interruptions, delays, omissions, inaccuracies with the BIS and it may not always be available;
- (h) the equipment provided as part of the BIS service is covered under manufacturer warranty and after the Initial Term, the warranty will transfer to you;
- (i) subject to payment in full of all Charges in relation to the service, you will own the equipment provided as part of BIS service at the end of the Initial Term, and we are not responsible for removing the equipment;
- (j) you are responsible for the proper operation and maintenance of the equipment. You may seek our assistance in repairing or replacing equipment that is outside of warranty. Such assistance will incur additional charges.
- (k) notwithstanding clause 7:
 - (i) by default IP addresses for the Internet and IP Transit Services will be supplied by NBN Co and a static public IP address range (/30) will be assigned to the service from which one address is available for your use.
 - (ii) your equipment will need to support VLAN tagging (IEEE802.1q) or if you configure the Internet and IP Transit Services to be NAT enabled, you must use an IP Address from the private range 192.168.99.0/24, except address 192.168.99.1 which is allocated to the indoor network device.
- (l) VoIP Prioritisation is not guaranteed and is subject to your configuration and the performance of the Satellite link from time to time;
- (m) VoIP Prioritisation only works on one channel and does not work where you encrypt your own traffic; and
- (n) the BIS Service is subject to NBN Co's Fair Use Policy available on NBN Co's website at:
<https://www.nbnco.com.au/content/dam/nbn/documents/sell/other-agreements/2023/sfaa-nbn-bss-ila-fair-use-policy-20230228.pdf.coredownload.pdf>

13. Route announcement, registration and filtering

- 13.1. You must announce all prefixes for which you want to receive IP traffic by way of BGP.
- 13.2. We will filter prefixes and AS Numbers we receive from you.
- 13.3. You must register all routes and downstream AS Numbers from which you wish to receive traffic from us with the Vocus Support Centre. We will update our own filters and inform our upstream providers and peers.
- 13.4. We may be required to update filters with some of our transit providers.
- 13.5. By requesting registration of a prefix or AS number, you warrant that you are the owner or leaseholder of those resources, or are authorised by the owner or leaseholder to use that resource.

- 13.6. If we receive a complaint about your use of an Internet resource (such as an IP block or AS number), we will resolve all complaints in favour of the organisation listed in the APNIC (or relevant regional Internet registry) WHOIS database. In the event of a dispute, the onus is on you to prove ownership of the resource. If you are unable to do so, any decision taken by us to not permit a prefix announcement will not be considered a breach of any SLA or this agreement.
- 13.7. We will not supply public AS numbers to you. You should contact APNIC for allocation of these resources.

14. Services over Copper

- 14.1. With respect to Internet and IP Transit Services delivered over copper, you acknowledge that:
- (a) the speeds available to you are dependent on factors outside of our control including, without limitation, distance from the exchange, availability and quality of copper cabling and hardware; and
 - (b) the speeds specified in the service order are not guaranteed although you will receive the maximum speed supported on the line up to the specified speed as specified in the service order.

15. DDoS Protection

- 15.1. You may order a DDoS Protection Service with your Internet and IP Transit Services in the service order.
- 15.2. The DDoS Protection Service is not available with all Internet and IP Transit Services.
- 15.3. The DDoS Protection Service provides protection against DDoS events, that in our opinion, require mitigation using traffic scrubbing, filtering, black holing or any other action to protect our network or your network. The service order will set out whether you have procured one or both of the following components for the DDoS Protection Service:
- (a) **DDoS Detect** – which comprises DDoS and traffic reporting, DDoS event alerts.
 - (b) **DDoS Protect** – which comprises on-net DDoS protection to automatically mitigate DDoS events detected by the Vocus DDoS detection system. You may use BGP routing protocols or any other means to direct Customer bound traffic to Vocus DDoS mitigation devices for the duration of the attack only. You may also contact the Vocus Support Centre to request Vocus DDoS Protect if an attack was not detected by Vocus DDoS Detect. Vocus will determine the method of mitigation to be used against a DDoS attack. Scrubbing of DDoS traffic to mitigate a DDoS attack is limited to the current capacity of the on-net scrubbing system within our network. At any given time, the current capacity will depend on the source of the attack traffic, the ingress route and type of traffic destined for the host under attack, the volume of concurrent traffic being scrubbed and other factors. Where a DDoS attack is larger than the scrubbing capacity of the Vocus mitigation system, we may black hole traffic or use other methods at our disposal to mitigate the attack.

- 15.4. If you have only procured DDoS Detect, you may request DDoS Protect for a period of up to 24 hours for an additional fee by contacting the Vocus Support Centre by telephone. At the end of this 24 hour period, we will cease providing DDoS Protect unless notified by you to continue for a further 24 hour period for an additional fee.
- 15.5. If you have not ordered a DDoS Protection Service, the Customer may request mitigation of a DDoS attack in accordance with clause 15.4 once during the term of their Service, after which you must order a DDoS Protection Service, if available with the Internet and IP Transit Services.
- 15.6. The DDoS Protection Service provides volumetric DDoS protection, not protection against application level attacks. DDoS protection is not available if in our opinion:
 - (a) the traffic is not categorised as volumetric DDoS traffic, or
 - (b) the work required to identify, profile and mitigate the traffic is substantial, in which case we may charge a fee for service to be agreed by you.
- 15.7. If you order a DDoS Protection Service you are entitled to access online systems, which includes information regarding DDoS events, via a single user ID provided by us. You may request access for additional users for a fee.
- 15.8. Each order for a DDoS Protection Service may be applied only to one Service (a single connection or an aggregated billing group of internet connections) provided by us under a service order. All IP addresses associated with that Service will be monitored. Additional charges apply if you require monitoring of additional IP addresses or a subset of a larger range of IP addresses already being monitored.
- 15.9. With respect to the DDoS Protection Service, we are not liable and otherwise exclude all liability in negligence or otherwise (whether under this agreement, any other Vocus agreement or under any Vocus SLA) in connection with, or in relation to:
 - (a) any traffic being rerouted away from you or any delays or other changes to traffic caused by routing, filtering or cleaning of your traffic;
 - (b) DDoS events not detected or protected by Vocus; or
 - (c) any traffic to, or from your Service that may be delayed, dropped or otherwise affected.

16. Service Legal Agreement

- 16.1. We will provide the Internet and IP Transit Services in accordance with the Vocus SLA.
- 16.2. If data can be transmitted using the Service, it is considered available in relation to the Vocus SLA.

17. Relocations

- 17.1. You acknowledge that not all Internet and IP Transit Services can be relocated.
- 17.2. If you require a relocation of your Service to a new location:
 - (a) you must provide us with a written request in a manner nominated by us; and
 - (b) we will respond to your request and inform you whether the Internet and IP Transit Services can be relocated.
- 17.3. A once-off relocation fee and additional monthly fees may apply.

18. Upgrades

- 18.1. You may request that the Internet and IP Transit Services be upgraded, which does not include being replaced by a different type of service:
- (a) you must provide us with a written request in a manner nominated by us; and
 - (b) we will respond to your request and inform you whether the service can be upgraded.
- 18.2. You acknowledge that some upgrades may disrupt the Internet and IP Transit Services.
- 18.3. A once-off upgrade fee and additional monthly fees may apply.