

## IP WAN SERVICE SCHEDULE

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**you, your**) for the supply of IP WAN 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** is a transmission circuit that connects your site to the MPLS Core Network using Vocus Ethernet or a third-party network.

**End Users** means a customer of the Customer.

**IP WAN** is an IP Private Network instance overlayed onto the Vocus MPLS Core Network.

**MPLS Core Network** is the network comprised of Vocus maintained core routers and switches, over which the IP WAN and other services are provided.

**NTU** means networking termination unit which terminates an Access Service at your premises.

**Private Network** means the network between your locations where traffic is transmitted via an Access Service into the MPLS Core Network, maintained as a private virtual routed IP network overlay.

**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 you upon request.

**Router** means the router which we provide to you as part of the IP WAN (Managed) Service.

**Services** mean the IP WAN Service, UC Access Service and the VCC Service whichever is applicable.

**Service Delivery Point** means the sites at which Vocus will install Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

**Service Interface** means the physical interface at the Service Delivery Point by which you connect to the IP WAN Service.

**Service Requests** means a request from you for information, advice, add, move, change or access to an IT Function.

**Software** means any software we supply to you for use in conjunction with the IP WAN Service which may change from time to time, including any upgrades and manuals.

**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>.

**UC Access Service** means an Access Service which is delivered over an IP WAN (Managed) Service that is used to carry the IP Tel Service, Audio and Video Conference, UC

1 Service and the Call Recording Service as defined in the Unified Comms Service Schedule that is available from us.

**VCC Service** means a Vocus Cloud Connect service that provides an Access Service between your IP WAN and a Vocus approved third-party cloud provider.

**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.

**Vocus Equipment** means any equipment owned or used by Vocus in the provision of the Services.

## **2. Supply of IP WAN Services**

- 2.1. We will provide you the IP WAN 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 IP WAN Services as 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 IP WAN Services**

- 3.1. The IP WAN Service is for the supply of:
- (a) an IP WAN and one or more Access Circuits (collectively and individually referred to as IP WAN Services);
  - (b) a UC Access Service; or
  - (c) a VCC Service,
- and is what you have agreed to purchase as set out in the respective Sales Order.
- 3.2. IP WAN Services provide connectivity between customer locations where traffic is transmitted via an Access Service into the IP WAN.
- 3.3. The MPLS Core Network is configured with automatic failover to redundant transmission and/or equipment. Access Services are not provided with redundant transmission or equipment unless agreed otherwise.
- 3.4. Each Access Service will be delivered at the speed specified in the Service Order, between the MPLS Core Network and the nominated locations specified by you, in the Service Order and for the period specified in the Service Order.
- 3.5. Each IP WAN Service is delivered as either IP WAN (Managed) Service or IP WAN (Self-Managed) Service as specified in the Service Order.
- 3.6. The speed of the IP WAN Service is determined by the bandwidth of the IP WAN Service and not by the bandwidth of the Service Interface.
- 3.7. You must use the IP WAN Service (and, where applicable, will ensure that your End Users use the IP WAN Services) in accordance clause 2 of this Service Schedule.

- 3.8. We will provide the Access Service as part of an IP WAN Service in accordance with the Access Service Schedule available on the Vocus website at <https://www.vocus.com.au/legal-contracts>.

#### **4. IP WAN (MANAGED) SERVICE**

- 4.1. IP WAN (Managed) Service is a monitored and managed IP WAN Service, which includes:
- (a) the provision of a Router;
  - (b) all initial and ongoing configuration of Vocus Equipment;
  - (c) shipping of Vocus Equipment to your designated location for your self-installation where applicable;
  - (d) post installation testing of the Vocus Equipment;
  - (e) ongoing backup and storage of Vocus Equipment configuration information; and
  - (f) ongoing software upgrades to the Vocus Equipment as needed and determined by Vocus.
- 4.2. The Router is provided as a managed service with the following conditions:
- (a) the Router remains our property;
  - (b) you must ensure the Router is kept in good order and repair;
  - (c) you must provide a secure location with suitable environmental conditions for the Router;
  - (d) you must not sell, dispose or encumber the Router;
  - (e) you must allow us to inspect the Router at any reasonable time;
  - (f) you must not modify the Router in any way unless authorised by us;
  - (g) if the Router, or any part of, is lost, stolen or damaged (except where this was caused by us), you will promptly notify us via a support call or ticket and pay us a charge equal to the current value of the Router;
  - (h) you must obtain and maintain adequate insurance for the value of the Router and make the insurance policy available to us upon request;
  - (i) the Router must be returned to us in the same condition as it was supplied to you (excepting fair wear and tear) within 30 days of cancellation or termination of the Router service or as reasonably requested by us;
  - (j) where you undertake the installation of the Router, but only after it is authorised by us, you will do so in a professional and safe manner and follow our reasonable instructions.

#### **5. IP WAN (SELF-MANAGED) SERVICE**

- 5.1. IP WAN (Self-Managed) Service is a self-managed IP WAN Service which includes:
- (a) all initial and ongoing configuration of Vocus Equipment;
  - (b) shipping of Vocus Equipment to your designated location for your self-installation where applicable;
  - (c) post installation testing of Vocus Equipment; and
  - (d) ongoing software upgrades to the Vocus Equipment as needed and determined by us.

- 5.2. If the Service Order specifies delivery of the IP WAN Service as an IP WAN (Self-Managed) Service, you are responsible for the supply, management and monitoring of a router.

## **6. 4G Access**

- 6.1. You may order an optional 4G access ("**4G Access**") for connection to a Router for the purpose of providing a primary access ("**4G Primary Access**") or backup access ("**4G Backup Access**").
- 6.2. 4G Access is only available with the IP WAN (Managed) Service and must be used with a Router. 4G Access is not available with the IP WAN (Self-Managed) Service.
- 6.3. Performance of the 4G Access is dependent on the 4G network, location and other factors and is provided on a best-effort basis. You should confirm Optus network 4G coverage at the required location. Where there is insufficient coverage for the 4G Access service to operate effectively, you may cancel the 4G Access without incurring early termination charges, excluding the Router and any other Access Service connected to that Router.
- 6.4. The 4G SIM card must not be removed from the Router or used in any other equipment without our prior written permission.
- 6.5. The 4G Primary Access is provided with a traffic quota as provided on the Service Order. Data usage is calculated as a combined total of uploads and downloads in a billing period. All data usage above the traffic quota will be charged at an excess usage fee per gigabyte ("**Excess Usage Fee**") as indicated on the Service Order. If the Excess Usage Fee is not recorded on the Service Order, then a fee of AUD\$15/gigabyte (excl GST) will apply. Data usage is rounded up to the nearest whole gigabyte.
- 6.6. The Customer acknowledges that they are responsible for monitoring data usage on the 4G Primary Access and may obtain their current usage by contacting Vocus Support (see [www.vocus.com.au](http://www.vocus.com.au)).
- 6.7. The 4G Backup Access must only be used as a backup access service in a Router with a primary fixed line access and only when the primary access is unavailable due to an unplanned outage or fault.
- 6.8. All traffic transmitted through a 4G Backup Access is included in the service fee. We monitor usage of the 4G Backup Service and where the usage is reasonably assessed by us as being excessive and not consistent with use as a backup service:
- (a) we may require you to replace the 4G Backup Access with a 4G Primary Access; or
  - (b) you may cancel the 4G Backup Access without incurring early termination charges, excluding the Router and any other Access Service connected to that Router.

## **7. VCC Service**

- 7.1. This clause 7 also applies if you order a VCC Service.

- 7.2. You are responsible for engaging and maintaining its relationship with the third-party cloud provider. We are not liable in any way 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.
- 7.3. Notwithstanding the Service Order, only cloud providers that we approve are available as an end point of a VCC Service.
- 7.4. We will provide the VCC Service at the speed specified in the Service Order. However, you acknowledge and agree 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; and
  - (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. It is your responsibility to ensure utilisation of the VCC Service is not attempted at a speed in excess of the VCC Service provided by us.
- 7.5. We may use a third-party intermediate network (for example an Ethernet exchange) to provide the VCC Service.

## **8. Service Qualification & Feasibility Studies**

- 8.1. All orders for IP WAN Services are subject to a service qualification and/or a feasibility study.
- 8.2. You must ensure accurate and complete site address information is provided to us for use in qualifying each IP WAN Service. Any costs that we incur due to incorrect, false or misleading information which you have provided may be charged to you.
- 8.3. If you change the site locations prior to the delivery of the IP WAN Service, you must pay us reasonable costs and fees (if any) arising from the change of site.
- 8.4. A feasibility study may identify additional costs to provide then IP WAN Service to your nominated location. Any such costs are additional to any fees quoted or agreed in the Service Order. Where additional costs are identified, we will seek your approval prior to proceeding with an order. Where you have elected not to proceed with an order, the order will be cancelled, and you agree to pay for the cost of any feasibility study and any reasonable provisioning costs already incurred by us.
- 8.5. The fee for the feasibility study will be advised to you at the time the order is placed. If you proceed to place an order for the IP WAN Service that was the subject of the completed feasibility study and that order is within any validity period for that feasibility study, the fee for the feasibility study will be waived, unless we have incurred third-party costs for provision of the feasibility study in which case that charge will be passed on to you.

## **9. Cancellation Prior To Completion**

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

## **10. Relocations**

- 10.1. In the event you require a relocation of the IP WAN Service to a new location, you must give to us a written request in a manner nominated by Vocus. You acknowledge that not all IP WAN Services can be relocated.
- 10.2. We will respond to the request and advise you whether the IP WAN Services can be relocated.
- 10.3. In the event the IP WAN Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the IP WAN Service as a result of the relocation.

## **11. Upgrades**

- 11.1. You may request that the IP WAN Service be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service.
- 11.2. We will respond to the request and advise you whether the IP WAN Services can be upgraded.
- 11.3. In the event the IP WAN Services can be upgraded, a once-off upgrade fee and additional recurring monthly fees may apply.

## **12. Service Level Agreement**

- 12.1. You are responsible for taking all reasonable steps to ensure that any faults reported to us are within the IP WAN Service before reporting the fault.
- 12.2. We may charge for Service Requests in accordance with the current Professional Services Rate Card.
- 12.3. The IP WAN Service is considered available in relation to the Service Level Agreement if data can be transmitted using the service.