

NBN AND NETWORK CONNECT SERVICE SCHEDULE

WHOLESALE PRODUCT

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

1. Definitions

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

NBN Co Fibre Network means the optical fibre network that is owned or controlled by, or operated by or on behalf of, NBN Co (or any Related Body Corporate of NBN Co), other than the NBN Co FTTB Network, NBN Co FTTN Network, NBN Co FTTC Network and the NBN Co HFC Network, as defined in the NBN Co Supply Terms.

NBN Co Network means the NBN Co Fibre Network, the NBN Co FTTB Network, the NBN Co FTTN Network, the NBN Co FTTC Network, the NBN Co HFC Network, the NBN Co Satellite Network and the NBN Co Wireless Network, as defined in the NBN Co Supply Terms.

NBN Co Supply Terms means the terms and conditions in connection with the supply of services by NBN Co to Vocus, as published in NBN Co's 'Wholesale Broadband Agreement' (and associated documents) and made available from time to time by NBN Co on its website. Where multiple versions of NBN Co's 'Wholesale Broadband Agreement' apply at the same time, we will, on request, notify you of which version is applicable.

Network Connect means a layer 2 version of the Service.

Network Upgrade means the maintenance or upgrade of the Vocus Network, the NBN Co Network or a relevant Supplier Network.

Supplied Equipment means hardware and other equipment supplied by Vocus, NBN Co or a relevant Supplier to the Customer, or an End User of the Customer, in connection with the supply of the Service to the Customer.

Service Qualification means the analysis carried out by Vocus, NBN Co or a relevant Supplier to determine whether a Service can be provided or can continue to be provided.

Supplier Network means each of the satellite, wireless, copper, aluminium and optical fibre networks owned or controlled by, or operated by or on behalf of, a Supplier (or any Related Body Corporate of Supplier) where those networks are used (whether in whole or in part) in connection with the supply of the Service to the Customer.

Support Hours means the hours between 8am and 6pm (AEST) on any Business Day and between 10am and 6pm (AEST) on Saturdays, as varied by Vocus from time to time.

TC-1 means an NBN Co network feature that enables committed information rate with defined latency, jitter and loss characteristics and is suitable for applications that require highly deterministic traffic such as voice.

TC-2 means an NBN Co network feature that enables support for latency sensitive interactive applications such as video conferencing and is delivered as a committed information rate with defined latency, jitter and loss characteristics.



Vocus Documentation means the Vocus standard procedures governing the supply of the Services and the manner and process by which the Customer must undertake its duties and functions under the Agreement and as notified or provided to the Customer, as amended by Vocus from time to time.

Vocus Network means any telecommunications network, equipment, or facilities, or cabling owned, controlled or operated by or on behalf of Vocus.

2. Supply of NBN and Network Connect Services

- 2.1. We will provide you and you will use the NBN and Network Connect 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;
 - (c) any applicable Service Orders; and
 - (d) all applicable laws.

3. Description of NBN and Network Connect Services

- 3.1. The NBN and Network Connect Services is for the supply of:
- (a) a NBN broadband service that is supplied by NBN Co to us (or our Related Body Corporate) and is delivered using the NBN Co Network; or
 - (b) services over the NBN Co Network and Vocus Network whether as a layer 2 service or a layer 3 service and as further described in the Vocus Documentation.

4. Service availability

- 4.1. The NBN and Network Connect Services are not available in all areas.
- 4.2. We may not be able to fulfil any request by you for the supply of a Service for any reason, including if:
- (a) the relevant End User's premises is located outside a Coverage Area;
 - (b) the Service does not pass Service Qualification;
 - (c) capacity or technical matters affecting the NBN Co Network, Vocus Network or a relevant Supplier Network preclude, unduly delay or affect the provision of that Service.

5. Installation and Access

- 5.1. You must ensure that we, NBN Co or another relevant supplier (as applicable) (**Access Supplier**) are provided with safe and timely access to premises to:
- (a) enable the supply of the Service;
 - (b) perform any work on or in relation to the NBN Co Network, Vocus Network or the Supplier Network;
 - (c) enable NBN Co to exercise its rights or perform its obligations under the NBN Co Supply Terms.

6. Your acknowledgements

- 6.1. In relation to the NBN and Network Connect Services, you acknowledge that:
- (a) it is delivered on a best-efforts basis;
 - (b) it not intended or suited as a mission-critical, safety of life service or for customers requiring Priority Assistance;
 - (c) unless otherwise agreed in writing, there exists no contractual relationship between NBN Co, any relevant Supplier, with you or any End User;
 - (d) NBN Co, or a relevant Supplier do not supply any products or services directly to you or the End User;

- (e) you are responsible for managing your relationship with your End Users which includes providing technical support to the End Users;
- (f) to the maximum extent permitted by law, we, NBN Co or a relevant Supplier are not required to provide any direct technical support to any End User, unless requested by you; and
- (g) you must ensure that an End User does not contact us, NBN Co or a relevant supplier in connection with technical support or any other issues in connection with the Service.
- (h) the connection of, or migration to, a NBN and Network Connect Services may result in all fixed voice and broadband services at the premises being provided, or only capable of being provided, over the same communications line as the NBN and Network Connect Services;
- (i) NBN and Network Connect if a third party places an order with us, NBN Co or third party supplier for the supply of a product which results in the transfer of the services ordered by you at the relevant premises, without limiting your rights against the third party, you authorise us and NBN Co to cause that transfer;
- (j) we, NBN Co or the relevant Supplier may contact your End Users for the purpose of connecting, migrating, maintaining or repairing the Service or any Supplied Equipment; and

6.2. In relation to the Network Connect Service, you acknowledge that:

- (a) to receive Network Connect, you must have connectivity in place from your premises to one of our data centres outlined in Vocus Documentation.

7. Your warranties

7.1. In ordering or requesting an activation or migration of a NBN and Network Connect Services, you warrant that you have obtained in writing:

- (a) consent from the End User for us, NBN Co or the relevant Supplier to access the End User premises to activate or migrate, maintain and repair the NBN and Network Connect Services and any Supplied Equipment;
- (b) consent from the End User to:
 - (i) disclose End User details to us, NBN Co and the relevant Supplier;
 - (ii) for us, NBN Co or the relevant Supplier to use the End User details as reasonably necessary in connection with the supply of the Service and the Supplied Equipment;
- (c) if the End User is not the owner of the End User premises, consent from the owner for the installation of the NBN and Network Connect Services and Supplied Equipment;
- (d) if the End User is not the only account holder of fixed line services currently connected at the premises, consent of all relevant account holders at the premises before the installation of the NBN and Network Connect Services;
- (e) consent from the End User for the Services to be provisioned;
- (f) an acknowledgement from the End User, that from the date the Service is provisioned:
 - (i) if the premises is serviced by means of the NBN Co Fibre Network, the new fixed line voice and fixed line broadband at the premises may be unavailable if there is a failure of the power supply;

- (ii) if the End-User does not have a back-up battery or the backup battery is flat or faulty, persons at the premises will not be able to make telephone calls (including calls to 000 emergency services) during the power failure; and
 - (iii) it is their responsibility to regularly check the back-up battery if they have one and report faults to you;
- (g) in relation to migrations, an acknowledgement from the End User and all account holders at the End User premises, that the End User and all account holders will experience an outage on all existing fixed line voice and fixed line broadband services while the Service is being provisioned, and that persons at the premises will not be able to receive or make any telephone calls (including to the 000 emergency service) over any fixed line voice services at the premises for the duration of the outage.

8. Your obligations for Network Connect Services

- 8.1. In relation to the Network Connect Service, you must comply with all of your obligations and restrictions set out in the Vocus Documentation, including:
- (a) having an effective system in place to detect and mitigate distributed denial of service (DDoS) attacks;
 - (b) interconnection with the Vocus Network;
 - (c) shaping traffic to the maximum speed prescribed for a given Broadband VLAN; and
 - (d) setting Quality of Service (QoS) for a Service that accords with the traffic contract for each Broadband VLAN.

9. Acceptable and Fair Use

- 9.1. You must include terms in your Acceptable Use or Fair Use policies materially similar to those contained in the Acceptable Use and Fair Use Policies published by us, NBN Co or your relevant Supplier in respect of the NBN and Network Connect Services.
- 9.2. You must ensure, to the extent permitted by law, that your End Users do not use the NBN and Network Connect Services in a manner that would cause us to breach NBN Co's Supply Terms, including any business rules; the Acceptable Use or Fair Use Policy of NBN Co or the relevant Supplier.

10. Supplied Equipment

- 10.1. You acknowledge and agree that all legal title in the Supplied Equipment to you or an End User remains with us, NBN Co or the relevant Supplier (as applicable), unless the Supplied Equipment is sold to you.
- 10.2. You are responsible for any loss or damage incurred by us, NBN Co and the relevant Supplier in connection with the Supplied Equipment to the extent that such loss or damage was caused or contributed to by you, your agents, suppliers, contractors or your End User.

11. Compatibility

- 11.1. You must ensure that networks, systems, equipment and facilities which you and your End User use in connection with the Service:

- (a) are capable of orderly and efficient integration and operation with the Vocus Network, NBN Co Network and the relevant Supplier Network;
- (b) comply with terms of use notified by us, NBN Co or the relevant Supplier and any applicable laws.

12. Network protection

- 12.1. You must not damage, threaten or interfere with, cause deterioration or degradation of the operation or performance of, or allow any of these acts to be done (including by the End User) to:
 - (a) the Vocus Network, NBN Co Network or the Supplier Network;
 - (b) our, NBN Co or any other Supplier's equipment or facilities,
 - (c) the Service.
- 12.2. You must promptly notify us of any damage to the Vocus Network, NBN Co Network or a Supplier Network.
- 12.3. You must comply with and ensure your End Users comply with our reasonable directions, policies or procedures in respect of the Service, the Vocus Network, the NBN Co Network or the Supplier Network.

13. Network disconnection

- 13.1. You must immediately, upon becoming aware of a non-compliance with clause 11.1 and 12.1 disconnect, remove or deactivate your relevant network, systems, equipment or that of your End Users from the Vocus Network, NBN Co Network or the Supplier Network (as applicable).
- 13.2. You must immediately comply with our direction to disconnect, remove or deactivate your relevant network, systems, equipment and facilities or that of your End Users from the Vocus Network, NBN Co Network or the Supplier Network, if we consider you have or are likely to contravene clause 11.1 and 12.1

14. Dependency of other services

- 14.1. You acknowledge that termination or suspension of a NBN and Network Connect Services at a premises will result in the suspension or termination of any fixed line voice service or fixed line broadband service at that premises provided over the same communications line (which may be an optical fibre line), whether or not those services are supplied by us.

15. Standard services

- 15.1. The components, features, methods of delivery, types of and description of the traffic classes in respect of the NBN and Network Connect Services are set out in the Vocus Documentation, and you acknowledge and agree that they may vary from time to time in accordance with this Service Schedule.

16. Performance of NBN and Network Connect Services

- 16.1. The Customer agrees that:
 - (a) the NBN and Network Connect Services are delivered on a best-efforts basis;
 - (b) the NBN and Network Connect Services does not support or is not suitable for:
 - (i) mission critical purposes;

- (ii) persons requiring Priority Assistance, a Priority Customer or a Provisional Priority Customer, as defined under Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007;
- (iii) any intended purpose or use which is sensitive to latency, jitter, packet-loss or requires high volume continuous file transfer including applications that require highly deterministic traffic parameters such as voice unless the Customer has adequate TC-1 or TC-2 bandwidth;
- (iv) in circumstances where continuous, reliable and uninterrupted service is required or where life-threatening emergencies can occur (for example, it is not suitable for use in police stations, fire stations, ambulance stations, emergency service provider call centres, medical practices, hospitals and the like);
- (v) any other purpose, service or application that Vocus has not expressly notified the Customer that the Service supports or is suitable for.

17. Termination of NBN and Network Connect Services

17.1. Vocus may terminate this Service Schedule or any or all NBN and Network Connect Services:

- (a) on 60 days' notice to you if we, as a result of a Network Upgrade, will no longer be able to supply the NBN or Network Connect Services; or
- (b) immediately if we, NBN Co or the relevant Supplier (as the case may be) determines that the communications line over which the NBN Broadband and voice service access is delivered will not pass, or no longer passes, Service Qualification,

provided that in each case, termination may only be in respect of the affected NBN and Network Connect Services.

17.2. If this Service Schedule expires or is terminated, the Customer must, (and ensure that its End Users must):

- (a) disconnect, remove or deactivate each connection made to the Vocus Network, NBN Co Network and a Supplier Network in connection with the Supply of the Service;
- (b) comply with any reasonable instruction provided by NBN Co or a Supplier in respect of the disconnection, removal or deactivations of connections made to the Vocus Network, NBN Co Network and a Supplier Network; and
- (c) within two days, return to us all Supplied Equipment supplied to you or the End User, unless you have fully purchased that Supplied Equipment.

17.3. If you do not comply with your obligations under clauses 17.2(a) or 17.2(b), you agree that we, NBN Co or the relevant Supplier may disconnect, remove or deactivate each connection made to the Vocus Network, NBN Co Network or the relevant Supplier Network (as the case may be). You release us from all liability to you and indemnify us against all losses, expenses, damages and costs (on a solicitor and own client basis) suffered or incurred by or awarded against us, NBN Co and its Suppliers arising out of, or in connection with the disconnection, removal or deactivation of each connection by us, NBN Co or a Supplier.

17.4. To the extent that the indemnity in clause 17.3 is expressed to be in favour of a person who is not a party to this Agreement, we hold the benefit of the indemnity as trustee for each such person.

18. Charges

- 18.1. The Charges payable in connection with the Service and applicable to the Plans are initially as set out in the Service Order.
- 18.2. You may change the Plan applicable to a Service no more than once a month. You agree that the Charges applicable to the Plan:
 - (a) prior to the change will apply up to the effective date of the change calculated on a pro rata basis; and
 - (b) after the change will apply on and from the effective date of the change on a pro rata basis.
- 18.3. You agree and acknowledge that any plan change above the limit of one per Service will be void and we have the right to revert the relevant Service to the last effective plan and charge accordingly.
- 18.4. In this clause, Plans means the plans available to you for Services as set out in the applicable rate card.
- 18.5. You must pay the Charges in accordance with the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties.
- 18.6. Unless otherwise stated under the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties, you can dispute an invoice (or any part of it) only by:
 - (a) notifying us in writing within 14 days of receiving the invoice with the reasons for disputing the invoice and
 - (b) paying the undisputed amount when due.

19. Fault reporting

- 19.1. It is your responsibility to troubleshoot any fault or issue with the NBN and Network Connect Services.
- 19.2. If you are unable to rectify the fault and require additional support, you must report the fault in connection with the NBN and Network Connect Services by contacting us.
- 19.3. Our support desk is available outside of Support Hours for major incidents (5+ incidents) or network outages only. Single service affecting faults will be attended to during Support Hours.
- 19.4. We will endeavour to respond and resolve the fault within a reasonable period of time.
- 19.5. A report of a fault or a suspected fault that we believe is necessary to refer to NBN Co or a relevant Supplier may not be responded to earlier than the following business day.
- 19.6. We will not be liable to you in connection with any fault that is outside of our control.

20. Variations

- 20.1. We may vary this Service Schedule:
 - (a) if NBN Co's Supply Terms, including any business rules, or any agreement or understanding with a relevant Supplier is varied, terminated or replaced and as a result, we consider a variation to this Service Schedule is necessary – on written notice to you;
 - (b) if the variation relates to a specification in respect of the Service – on no less than 30 calendar days' written notice to you; and

- (c) if the variation is limited in its application to Network Connect Services and is reasonably required for technical or operational reasons connected with the Vocus Network:
 - (i) on at least 10 business days' prior written notice of the variation.
- (d) If the variation is limited in its application to NBN Connect Services and is reasonably required to comply with all applicable laws or for technical, operational, and commercial reasons:
 - (i) without notice, if such variation does not have a material adverse effect on you; or
 - (ii) with 30 days' prior notice, if such variation has a material adverse effect on you.

21. Providing information

- 21.1. We may request and you must promptly provide any information which we, NBN Co or a relevant Supplier requests to exercise rights or powers or perform its obligations.
- 21.2. If you must provide information to us which includes End User details, you warrant that:
 - (a) you are satisfied that the information is accurate;
 - (b) you have consent from the End User to disclose the End User details and for us, NBN Co and the relevant Supplier to use those details to the extent reasonably necessary in connection with the supply of Services.
- 21.3. We may provide you with information, including information received from NBN Co or a relevant Supplier, relevant to the supply of the Service. You must promptly provide such information to all relevant End Users:
 - (a) upon our request; or
 - (b) if the information relates to the use of the Vocus Network, NBN Co Network or a Supplier Network and it is apparent from the nature of the information that it is not intended by us to be withheld from the End Users.
- 21.4. You must ensure that each End User complies with any requirement in the information to the extent it relates to the End User's use of a Service or access to or connectivity with the Vocus Network, NBN Co Network or Supplier Network.

22. NBN Service Terms

- 22.1. Notwithstanding anything else in this Service Schedule or the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties:
 - (a) to the extent permitted by law and without excluding, restricting or modifying any rights or remedies to which you may be entitled to under the consumer guarantee provisions in Parts 3-2 and 5-4 of the Australian Consumer Law, you must not bring any claim (including any action, suit or proceedings of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising) against NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel in connection with the supply (or any delay, failure to or defect in relation to the supply) of any products or services which are direct or indirect inputs to any products or services which are the subject of this Service Schedule;

22.2. Clause 24.1 (a) does not apply to a claim by you for loss or damage suffered or incurred by you arising from or in connection with:

- (a) any damage to, or loss of, tangible property to the extent that such losses are caused or contributed to by NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel or third party suppliers;
- (b) the death or personal injury of any person to the extent caused or contributed to by:
 - (i) negligent or willful acts or omissions of NBN Co Ltd, its Related Bodies Corporate or any of their respective Personnel or third party suppliers; or
 - (ii) any equipment or network owned, operated or controlled by NBN Co Ltd.

22.3. We may assign the benefit of this section to NBN Co Ltd or its nominee without consent or, to the extent that consent is required, you hereby give that consent;

22.4. To the extent that you resupply the Service, you must include sub-paragraph (a), sub-paragraph (b) and sub-paragraph (c) in its contracts with downstream customers and End Users as though:

- (a) references to "you" were references to the relevant downstream customer or End User;
- (b) references to "this Agreement" were references to the contract between you and the relevant downstream customer or End User; and
- (c) the reference to "we" in clause sub-paragraph (c) was a reference to you.