

PRIVATE WIRELESS NETWORKS SERVICE SCHEDULE

1. DEFINITIONS

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:

Delivery Point means Vocus' private networks warehouse and premises at 34 Duke St, Abbotsford Victoria or an address otherwise notified to you in writing.

Lease Term means the term of the lease of the Spectrum Rights set out in a Service Order.

Private Network is a private wireless network providing connectivity using LTE/4G/5G technology.

Spectrum Licences means the apparatus licences issued to Vocus or any of its Group Companies by the Australian Communications and Media Authority (**ACMA**) set out in the Service Order.

Spectrum Rights means certain portions of the Spectrum Licences as identified by site identification number and site name set out in the Service Order.

Service means:

- (a) the design, construction and installation of;
- (b) the support and maintenance for; or
- (c) the lease of spectrum licence(s) for;

private wireless networks.

Trailers means an eNodeB site that does not require a separate ACMA spectrum licence as it is within 5km of an ACMA spectrum coordinated site.

2. SERVICE DESCRIPTION

- 2.1. **Network design and construction:** If a Service Order includes the services for the design, construction, installation, and supply of a Private Network, then **Annexure A** applies.
- 2.2. **Support and maintenance:** If a Service Order includes the services for the support and maintenance for a Private Network, then **Annexure B** applies.
- 2.3. **Lease of Spectrum licences:** If a Service Order includes the lease of any Spectrum Licences for a private wireless network, then **Annexure C** applies.

3. SERVICE LEVEL AGREEMENTS

- 3.1. Vocus will provide the Services in accordance with the Vocus SLA or as set out in this Service Schedule or as otherwise agreed between the parties in writing.
- 3.2. The Service is considered available in relation to the Service Level Agreement if data can be transmitted using the Service.

ANNEXURE A: DESIGN, CONSTRUCTION, INSTALLATION AND THE SUPPLY OF PRIVATE NETWORKS

4. SERVICES

- 4.1. We will design, construct, supply and install the Private Network in accordance with the specifications set out in a Service Order.
- 4.2. **Design:** We will undertake high level and detailed design activities with you to ensure the Private Network is fit for purpose.
- 4.3. **Design deliverables:** We will provide the deliverables below:

No	Description	Deliverable
1.	Design workshop	Contractor shall participate in workshop to discuss: <ul style="list-style-type: none">• overall architecture of AM LTE strategy• specifics around Site implementation• Allowing up to 3 days over a 5+ day window.
2.	Site engineering documentation	<ul style="list-style-type: none">• Site engineering documentation version 1 (before the Private Network is installed) and version 2 (after the Private Network is installed, to include any changes as built that took place as part of the installation)
3.	High level design	<ul style="list-style-type: none">• High level Time Plan• Training Plan• HL Design• Core HL Design• RAN Test Plan Summary• Quality Plan• OHS Plan
4.	Detailed design	<ul style="list-style-type: none">• Time plan• Factory Acceptance Test (FAT) documentation• Factory Acceptance Test (SAT) documentation• User Acceptance Test (UAT) documentation• Detailed design core• Detailed design RAN (For Macro installations)
5.	Final Site Survey (pre-installation)	<ul style="list-style-type: none">• Short report detailing any issues that need to be addressed before mobilisation and installation• List of additional items we need to provide for mobilisation and installation

- 4.4. **Radio Frequency Interference and Spectrum Survey Analysis:** At the time of conducting the final site survey, we will conduct a drive test to detect any interference that could impact the performance of the Private Network after installation. We will provide you with a drive test report detailing any spectrum

interference. If there is any unwanted interference deemed damaging to network performance, we will undertake further analysis which may incur additional charges.

- 4.5. **Construction:** We will construct, configure and test the Private Network to the maximum extent possible before packaging the equipment for transport to your site. We will provide you with FAT documentation before notifying you that the equipment is ready for collection.
- 4.6. **Shipping Equipment for the Private Network:** We will package the equipment and let you know when it is ready for collection. You will arrange collection of the equipment from the Delivery Point and transport to your site at your cost.
- 4.7. **Mobilisation for installation:** We will attend your site on the dates agreed with you in writing and provide you with an estimated cost of doing so. You will cover the costs of any flights and airport transfers, vehicle hire, and food and accommodation for Vocus personnel.
- 4.8. **Installation and commissioning – Macro RAN sites:** We will provide the technical supervision and support, conduct acceptance testing and provide you with the SAT documentation. You will provide the rigging team and associated tools for the tower installation work.
- 4.9. **Installation and commissioning – core network:** We will test the core network onsite (as required) and provide you with SAT documentation.
- 4.10. **Installation & Commissioning – Trailers:** We will install and configure the Trailers onsite.
- 4.11. **Installation & Commissioning – Network Analytics:** We will install, commission and integrate the network analytics solution offsite. You will provide the hardware platform and set up the transmission and routing.
- 4.12. **Final acceptance testing:** After installation, we will test the entire Private Network and ask you to agree to the UAT documentation.
- 4.13. **Radio Optimisation:** After UAT, we will perform a drive test and provide you with a test drive report. You will provide a vehicle and drive for our personnel to conduct the drive test.
- 4.14. **Return of tools:** If we provide tools onsite for installation of your Private Network, you will arrange return of the tools to the Delivery Point at your cost.
- 4.15. **Exclusions:** The supply of the Private Network does not include:
 - (a) transportation of the Private Network from the Delivery Point to your site;
 - (b) support or maintenance for the Private Network after installation;
 - (c) third party vendor maintenance/support plans, unless set out in a Service Order;
 - (d) spectrum licence lease(s) as required to operate the Private Network; and
 - (e) purchase of additional SIM cards (in packs of 100).

5. RISK

- 5.1. Risk passes to you when you (or your agents) collect the equipment from the Delivery Point.

6. INVOICING

- 6.1. **Invoice:** We will issue you with invoices at the milestones set out in the Service Order and for mobilisation costs + 10% after installation of your Private Network.

7. OUR OBLIGATIONS

- 7.1. We will have the following obligations:

No	Obligation	Timing
1.	Comply with all workplace health and safety (WHS) requirements	Upon signing the Service Order

	notified to us in writing and provide appropriate WHS support in relation to the Services	
2.	Comply with any site induction requirements and training notified to us in writing	Upon signing the Service Order
3.	Provide a project manager for commercial and technical aspects of the Services	Upon signing the Service Order
4.	Deliver the services detailed in this service schedule in accordance with the High Level Design	During High Level Design stage
5.	Provide a solution as detailed in the solution description as part of the High Level Design	During High Level Design stage
6.	Provide the equipment as detailed in the bill of materials as part of the High Level Design	During High Level Design stage
7.	Obtain and manage the appropriate spectrum licences to operate the Private Network and assist with any regulatory approvals required.	Upon signing the Service Order
8.	Implement the network as per the design documentation	After the Detailed Design

8. YOUR OBLIGATIONS

8.1. You will have the following obligations:

No	Obligation	Timing
1.	Provide necessary support onsite during mobilisation, installation and commissioning of the Private Network and provide 'level one' support after installation of the Private Network.	From Final Site Survey until UAT completion.
2.	Provide information requested by us in a timely manner, which may include test specifications, how the Private Network will interface with existing IT/telecommunications infrastructure, provide engineering permits and permissions for the installation of LTE equipment on plants, buildings and towers as required.	From Final Site Survey until UAT completion.
3.	Supply the mini eNodeB Trailers with specifications (e.g. power, height etc) notified by us	Upon signing the Service Order
4.	Provide a project manager for commercial and technical aspects of the Services	From signing the Service Order until UAT completion.
5.	Provide a site Supervisor while Site Survey, installation, SAT and commissioning onsite. This person is to provide general assistance to Vocus personnel and provide guidance/supervision as required regarding safety and general site activities.	During onsite mobilisation

6.	Provide site inductions for Vocus personnel and subcontractors as required	Upon arrival at site inductions are conducted
7.	Provide OHS support and guidance for the various Challenge Networks activities to ensure Challenge Networks compliance in all works.	From signing the Service Order until UAT completion
8.	Provide remote VPN connection (or similar) to site network to enable us to remotely access the LTE network components in accordance with any of your security protocols notified to us.	At commencement of project
9.	Provide all macro civil works - tower, 48v DC power, hut, internal racks, fibre backhaul. The tower will also include antenna mounting frame.	Prior to onsite mobilisation
10.	Provide shipping/transport of all equipment from the Delivery Point and storage of the equipment onsite, prior to mobilisation and installation.	Prior to onsite mobilisation
11.	Provide vendor management support to support engineering, procurement and construction, home subscriber service and network management station solution in the core.	From signing the Service Order until UAT completion
12.	Provide the rigging team for the installation of the eNodeB at the macro sites, under the technical supervision of Vocus personnel onsite.	During onsite mobilisation
13.	Provide transmission - switching and routing from server room to the macro sites. This includes the P2MP MW links.	When installing core software.
14.	Provide any user equipment systems required on the Private Network.	As required
15.	Provide food and accommodation for Vocus personnel	During onsite works as required
16.	Provide vehicle transportation and/or escort of Vocus personnel (and minor tools) around site during implementation.	During onsite mobilisation
17.	Dispose of minor packing items (boxes, etc) after installation of equipment	During onsite mobilisation
18.	Tower loading calculations and approvals with input from us	Before installation of eNodeBs.

9. INTELLECTUAL PROPERTY

- 9.1. You may use our IPR for the purpose of using the Private Network and the Services.
- 9.2. You must not use our documents, deliverables or IPR to manufacture products or components which

in substance are the same or similar to, our documents, deliverables, products or IPR.

- 9.3. You must not alter or remove any copyright or IPR ownership statement on any of our documents, deliverables or products.

10. THIRD PARTY END USER LICENCE TERMS

- 10.1. **Nokia:** If we provide you with equipment or services from Nokia where you will need to agree to Nokia's end user licence agreement, then we will notify you of those terms at the time of entering the Service Order.
- 10.2. **Cisco:** If we provide you with equipment or services from Cisco, you will comply with the end user licence agreement available at: www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html.

ANNEXURE B: SUPPORT AND MAINTENANCE

11. SUPPORT AND MAINTENANCE SERVICES

11.1. We provide support in accordance with three tiers set out below:

Item	Bronze	Silver	Gold	Platinum
Support type	Reactive	Reactive	Proactive	Proactive
Online support (email and online portal)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24/7 phone support	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Network analytics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor support (including costs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Support hours	50 or 100 hrs	Unlimited	Unlimited	Unlimited
Software upgrades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dedicated Vocus service manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consultancy	<input type="checkbox"/>	100 hrs	200 hrs	Unlimited
Support window – production impacting	9am-5pm	24/7	24/7	24/7
Support window – general	8am-5pm	8am-5pm	8am-5pm	24/7
Onsite support (*on a time and materials basis)	*	* Best efforts to attend site asap	* Next business day	Included
Network check	Optional	Monthly	Weekly	Daily
Onsite network audit		Optional	Annual	3 months
Use of Vocus test lab (e.g. for testing of new features etc)	Time and materials	Included	Included	Included
Hardware spares management	<input type="checkbox"/>	Optional	Included	Included
Network monitoring	<input type="checkbox"/>	Reactive	Proactive: 8am-5pm Reactive:	Proactive 24/7

			other times	
Network configuration (excluding network expansions)	Charged per hour	Charged per hour	Included	Included

11.2. We will provide the level of support set out in a Service Order.

11.3. You may notify us in writing to change your level of support at any time and we will vary the agreement between us accordingly.

12. OBTAINING SUPPORT

12.1. You can request support by:

- (a) **Email:** support@challengenetworks.com.au
- (b) **Telephone:** +61 3 9017 2610
- (c) **Web:** support.challengenetworks.com.au

13. SERVICE LEVEL AGREEMENTS FOR SUPPORT AND MAINTENANCE SERVICES

13.1. When requesting support, we will determine the incident level in consultation with you.

13.2. The table below sets out our service level agreements and target response, restoration, and resolution times for each incident level.

Incident level and summary	Description	Performance Target	Target Response Time	Target Restoration Time	Target Resolution Time
1 – Total network outage	Loss of traffic. Solution is not working	90%	15 min	4 hrs	10 days
2 – Critical	Critical parts of the network not operating such that production is impacted	90%	15 min	8 hrs	15 days
3 – Issue	Moderate problems causing no major impact to production. An important function does not operate correctly. A workaround may be in place	90%	NBD	12 hrs	30 days
4 – Problem	Minor problem.	90%	NBD	5 business	60 days

	Impacts a small number of users			days	
5 – Irritant	Minor error	90%	NBD	10 business days	90 days

- 13.3. **Response Time** is defined as the time it takes to acknowledge the issue and perform initial assessment of the potential cause. The issue then will be assigned to a designated team for further analysis.
- 13.4. **Restoration Time** is defined as an action to return the system to a stable working state, excluding time to replace onsite hardware or time waiting for you.
- 13.5. **Resolution Time** is defined as an action taken to repair the root cause of an incident or problem. The solution path can include a temporary fix, workaround or process change in addition to permanent solutions. It may also be impacted by vendor software updates which can vary from vendor to vendor.

14. CHARGES

- 14.1. We will issue you with an annual invoice for the Charges, unless you notify us that you would like to pay for the Lease Term upfront.

ANNEXURE C: LEASE OF SPECTRUM LICENCE

15. BACKGROUND TO SPECTRUM LICENCES

- 15.1. Spectrum is owned by the Australian government.
- 15.2. The ACMA regulates communications and media in Australia and issue spectrum licences in Australia.
- 15.3. We licence spectrum from the ACMA and need to comply with many obligations as the licensee.
- 15.4. We will let you use our spectrum licence if we both follow certain rules set out in this annexure.

16. LEASE

- 16.1. **Grant of Lease:** We grant you and your group companies a non-transferable, irrevocable and exclusive lease of the Spectrum Rights for the Lease Term on the terms and conditions in this annexure.
- 16.2. **Spectrum Rights for Trailers:** We will provide you with Spectrum Rights for any Trailers for the Lease Term as set out in a Service Order.
- 16.3. **Conditions:** You will not grant any sub-lease, licence of, or authorisation in relation to, the Spectrum Rights.
- 16.4. **Extent of exclusivity:** The lease of Spectrum Rights is exclusive to you for the Lease Term but does not prevent us from granting leases of other spectrum rights in the same or similar territories to which the Spectrum Rights relate.

17. OUR OBLIGATIONS

- 17.1. We will notify you of any conditions relating to the Spectrum Rights.
- 17.2. We will not do anything to interfere with your use of the Spectrum Rights.
- 17.3. We will, with technical input from you, coordinate operations and modification of any Trailers or relevant systems to ensure compliance with licence rules regarding non-interference with co-channel and adjacent channel licensees and system users.
- 17.4. We will provide all other assistance reasonably requested by you to ensure compliance with the Rules and to ensure that the Lessee is able to enjoy the benefits of the Spectrum Rights.
- 17.5. We will resolve all interference-related matters including conflicts between you and any other licensee or authorised user of other licence rights.
- 17.6. We will be responsible for ACMA related filings and reports and maintain the Spectrum Licences.
- 17.7. We will promptly do all things necessary to maintain the Spectrum Licences and the Spectrum Rights for the Lease Period and any extension of the Lease Period and notify you if we become aware of any issue that may affect your enjoyment of the Spectrum Rights.

18. YOUR OBLIGATIONS

- 18.1. You will comply with:
 - (a) any conditions relating to the Spectrum Rights notified to you;
 - (b) all laws, rules, and regulations applicable to the Spectrum Licences (including the Radiocommunications Act 1992 (Cth) and Radiocommunications (Limitation of Authorisation of Third Party Users and Transfer of Apparatus Licences) Determination 2015)
 - (c) all current and future ACMA directions, requirements or decisions relating to the Spectrum Licences.
- 18.2. You will ensure that your radiocommunications devices operated with the Spectrum Rights will comply

with the standards applicable to it under the equipment rules in the Act.

- 18.3. You will cooperate with any ACMA investigation or inquiry, allow the ACMA and us to conduct onsite inspections at reasonable times with reasonable notice and subject to your standard site access requirements.
- 18.4. You will comply with our directions that are intended to retain the Spectrum Licences.

19. NOTIFICATION OF CHANGES

- 19.1. You will notify us of any proposed technical changes to a site that may involve spectrum coordination for our approval.
- 19.2. We may withhold our approval on the grounds that it causes interference with other licence holders and/or ACMA requirements.
- 19.3. You must notify us of any changes to a licence site that requires changes to the site records in the ACMA database within 7 days of the change occurring.

20. SUSPENSION OF THE SPECTRUM LICENCE

- 20.1. If the ACMA suspends a Spectrum Licence, we will notify you as soon as we can and try to overcome the suspension and you must stop using the Spectrum Rights.
- 20.2. You do not have to pay for the Spectrum Licence lease for the period of any suspension and we will refund you any amounts paid in advance calculated on a pro rata basis.
- 20.3. We will refund you by deducting the refund from any future charges for Spectrum Rights, or if the suspension happens in the last year of the Lease Term, we will refund you within 30 days after the Lease Term ends.

21. CANCELLATION OR REVOCATION OF THE SPECTRUM LICENCE

- 21.1. If the ACMA cancels or revokes a Spectrum Licence, we will notify you as soon as we can and you must stop using the Spectrum Rights.
- 21.2. You do not have to pay for the Spectrum Licence lease from the date the Spectrum Licence is cancelled or revoked and we will refund you any amounts paid in advance calculated on a pro rata basis.
- 21.3. If the Lease is terminated or ceases to have effect, you are not obliged to pay for the Spectrum Licence lease and are entitled to a refund (on a pro rata basis) if you paid in advance.

22. EXTENDING THE LEASE TERM

- 22.1. If the ACMA extends the Spectrum Licence, then you may extend the Lease Term by a period of up to 10 years by notifying us in writing 6 months before the end of the Lease Term.
- 22.2. We will extend the lease on the same terms (except for pricing) as set out in a Service Order.

23. CHARGES

- 23.1. We will issue you with an annual invoice for the Charges, unless you notify us that you would like to pay for the Lease Term upfront.
- 23.2. The Charges will include a once-off upfront charge for the coordination of each Spectrum Licence.
- 23.3. The Charges will increase annually at a compounding annual rate of 3.5% per year or Australian consumer price index, whichever is the greater for the relevant year.

24. EFFECT OF TERMINATION

- 24.1. You must immediately stop using the Spectrum Rights and notify us within 5 business days of termination that you have ceased all use of the Spectrum Rights.

25. WARRANTIES

- 25.1. We warrant:

- (a) we have the full power and authority to grant the lease of the Rights in accordance with the terms of this Agreement;
 - (b) there is no restriction on our ability to grant the lease of the Spectrum Rights; and
 - (c) we will not do anything inconsistent with the lease of the Spectrum Rights.
- 25.2. You warrant that you are eligible to be an authorised person pursuant to the Act and the Rules in relation to the Spectrum Rights lease.

26. RIGHT OF FIRST AND LAST OFFER

- 26.1. If we become insolvent, bankrupt or go into administration or liquidation, we must first offer to sell or transfer the Spectrum Licences to you by notifying you in writing of our intention to dispose of the Spectrum Licences (**First Offer**).
- 26.2. Within 1 calendar month of the First Offer, you may notify us of your offer to purchase the Spectrum Licences and the parties will meet to discuss the sale.
- 26.3. If the parties cannot agree to a sale, we may offer to sell the Spectrum Licences to a third party.
- 26.4. We will notify you of any third party's bona fide offer to purchase the Spectrum Licences and allow you to match that offer (**Last Offer**).
- 26.5. Within 1 calendar month of the Last Offer, you may notify us of your offer to purchase the Spectrum Licences on the terms specified in the Last Offer.
- 26.6. We will give you access to all records, data and information (on signing a standard confidentiality agreement at our request) so you can determine whether you will acquire the Spectrum Licences.