



VOCUS API GATEWAY SERVICE SCHEDULE

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

1. Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions or Master Services Agreement (whichever is applicable).

AGS means the Vocus' secure and password protected API gateway that provides the Customer with access to perform Key Business Transactions.

API means application programming interface or set of structured software commands used to access the AGS.

Authorised User means a user with appropriate level of access to use the API.

Best Efforts means reasonable efforts to provide a platform for the purposes of conducting Key Business Transactions but without any uptime guarantees or rebates or consequences of any kind due to the platform or any of its associated functionalities not being available for any period of time.

Fair Use means use which in Vocus' sole discretion is deemed to be reasonable (which does not impinge, negatively affect, or alter the application, its capability and/or functionality in any way).

Key Business Transactions means functions offered by Vocus via the AGS.

Major/Breaking means modifications that can affect the existing functionality and integration of the API.

Minor/Non-Breaking means updates or modifications that do not affect the API's core functionality or existing integrations.

Product means a product or service offered by Vocus via the AGS.

Service Ready Site means a site where Vocus is able to provide either an on-net or a third-party service as determined by the product qualification in the AGS.

Vocus Support Portal means a portal where we have granted you login access in relation to the Services (currently accessible at <https://support.vocus.com.au/s/as>).

2. Supply of Vocus API Gateway Services

- 2.1. We will provide you the Vocus API Gateway 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.

3. Description of Vocus API Gateway Services

- 3.1. The Vocus API Gateway Services is for the supply of an API platform (referred to as the "AGS") that enables you to connect to, and interface with our backend systems allowing you to perform Key Business Transactions in relation to certain services offered by us.
- 3.2. We reserve the right to change, alter or update backend programming, functionality, platform or elements of the AGS, including the ability to perform Key Business Transactions as may be available by us via the AGS, from time to time.
- 3.3. You acknowledge and agree that:
- (a) AGS does not include direct access to, or direct use of, our applications or systems or third-party applications or systems and is generally provided to you as a means of automating Key Business Transactions between you and us using the means of an external application programming interface.
 - (b) You may only use AGS for the purposes of performing the Key Business Transactions.
 - (c) You must not:
 - (i) change or otherwise interfere in any way with the AGS;
 - (ii) copy, or attempt to copy, any part of the AGS;
 - (iii) perform any data mining or similar activities on or through the use of the AGS;
 - (iv) share the AGS credentials, usernames, passwords or digital certificates or API Instructions, if any, with any third party without our express permission (including third party integrators and only subject to express equivalent confidentiality undertakings with such party; and
 - (v) perform any testing (either functional or performance related) of the AGS without seeking our prior express consent.
 - (d) Where we grant you or a third party including any third party integrators to access to the AGS via your account, you are responsible for any and all use of the AGS by your authorised users or other third parties acting on your behalf.
 - (e) We shall not be liable for any loss, damage, or expense arising from your access to the AGS, including access granted to third parties acting on your behalf as set out in clause 3.2. This includes, but is not limited to, any loss of data, failure of the Vocus API Gateway Services, delays, errors or omissions or any interruptions in the Vocus API Gateway Services as a result of such access granted.

- (f) You will only use the AGS in accordance with the terms in this Service Schedule and you may be liable under the provisions of the applicable Master Services Agreement or Standard Terms & Conditions (whichever is applicable).
- (g) You must not sub-licence the rights we grant to you to a third party, unless agreed otherwise in writing and after seeking express consent from us. If such rights are granted by us, you remain liable for any and each act and/or omission of all sub-licensees in connection with the exercise of the sub-licence as though it was your act and/or omission and will obtain the third party's written confirmation that it will comply with the terms of this Service Schedule and provide that written confirmation to us upon request.
- (h) You must ensure that any authorised third parties do not disclose any data generated through the use of the AGS except when expressly allowed for by the AGS and/or as outlined.
- (i) You will, and will ensure that your authorised third parties, comply with any and all technical specifications or instructions we provide in order to facilitate the use of the AGS including your third parties or third party integrators (if applicable).
- (j) We will provide you with notification in writing at least three (3) months before making any Major/Breaking changes that affect the production platform. Minor/Non-breaking changes may be made at any time and will be communicated to you via regular updates.
- (k) We may conduct both scheduled and unscheduled maintenance on the AGS. The AGS may be temporarily unavailable during these periods. For scheduled maintenance, we will provide you with reasonable notice, minimum of 1 week. In the event of emergency unscheduled maintenance, we will provide you with as much notice as possible.
- (l) We disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages, and costs which you might incur as a result of your use, access, or reliance on the AGS. Further, you acknowledge that the AGS may contain information pertaining to Vocus API Gateway Services that is inaccurate due in part to our reliance on third party supplier information and other sources.
- (m) All intellectual property rights ("IPR") associated with the AGS and/or any of our backend platform and systems related to the aforementioned remain the our sole property. By agreeing to use the AGS, you and your Authorised Users understand and agree that we are the sole owner of any and all IPR related to the AGS.
- (n) The Vocus API Gateway Service is offered as a Best Effort service in order to enable faster access to certain information. You and your users acknowledge and agree that the AGS does not carry uptime or accuracy of information guarantees.

4. AGS Modifications and Updates

- 4.1. Where we modify the AGS, we will, wherever it is practicable for it to do so, provide advance notice to you but otherwise notify you as soon as reasonably possible.
- 4.2. Certain updates may be necessary in order to maintain operational efficiency of the AGS and may require you to perform certain tasks or updates or version upgrades (as the case may be) to your internal information systems in order to continue using the AGS.
- 4.3. For the avoidance of doubt, not all updates will require your involvement, and certain minor updates may take place periodically at the backend and may not require any changes to your internal information systems or applications as the case may be.
- 4.4. You acknowledge and agrees that we do not warrant that the Vocus API Gateway Service is MEF compliant or certified, provided however, that we will use its best efforts to align to MEF standards.

5. Support and Assistance

- 5.1. We will provide you with access to the Vocus Support Portal to record an incident or service request relating to AGS.
- 5.2. Incidents or service requests are managed by either our customer care or AGS support teams. We will escalate resolution and fulfilment activities to appropriately skilled resources as necessary.
- 5.3. You can raise Incidents via the Vocus Support Portal or by placing a call to the Customer Care team as set out in clause 6 of this Service Schedule.
- 5.4. You can raise service requests via the Vocus Support Portal as set out in clause 6 of this Service Schedule.
- 5.5. We will communicate any planned and unplanned outages via the Vocus Support portal.

6. Incident management and service request management

- 6.1. We will provide the Incident management for the AGS in accordance with the table set out in Appendix 1 of this Service Schedule.
- 6.2. We will provide the Service request management for the AGS in accordance with the table set out in Appendix 1 of this Service Schedule.
- 6.3. Support for break/fix issues with the AGS including specific API requests will be provided in accordance with the table set out in Appendix 1 of this Service Schedule.

APPENDIX 1

INCIDENT MANAGEMENT, SERVICE REQUEST MANAGEMENT AND SUPPORT HOURS

AGS Incident Management

| Severity Level | Description | Escalation pathway* |
|----------------|---|---|
| Priority 1 | Severe business impact. Critical business services down. | Call Vocus Customer Care |
| Priority 2 | High business impact. Non-critical services down. Service degradation | Call Vocus Customer Care |
| Priority 3 | Minor service degradation, specific service functionality unavailable | Create case on Vocus Support Community Portal |
| Priority 4 | A minor service issue | Create case on Vocus Support Community Portal |

*All incidents regardless of severity level will be addressed by the Vocus support team the next Business Day.

AGS Service Request Management

| Severity Level | Description | Escalation pathway |
|----------------|---|---|
| Priority 5 | Service Request is required to ensure continual operation of the business | Create case on Vocus Support Community Portal |
| Priority 6 | Service Request that has minimal impact to continual operation of the business | Create case on Vocus Support Community Portal |
| Priority 7 | Service Request that is non-urgent, has no impact and is not required for continual operation of the business | Create case on Vocus Support Community Portal |

AGS Support hours

| Severity Level | Description | Hours of support |
|----------------|---|---|
| Priority 1-7 | Vocus will provide Best Effort support during business hours on business days. Support is not provided outside of business hours such as weekends and public holidays. Note for the purposes of the AGS the term Business days or Business Hours may not apply. | Business Days, Monday-Friday 8:30am-5:00pm AEST. |