

# OneStream VPN and Internet Service Schedule

From 23 May 2011



## ONESTREAM VPN AND INTERNET SERVICE SCHEDULE

### 1. About this document

This Service Schedule forms part your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency, but not otherwise.

Any reference to 'Part E' in any application form that you have signed shall be taken to be a reference to this Service Schedule.

### 2. Dictionary and Glossary of Terms

Terms:	Meaning:
Access Service	as in clause 9(a)
Additional Services	the additional services that may be available to you as part of this Service, as agreed to by the parties from time to time
Adds	as in clause 10
ADSL	Asymmetric Digital Subscriber Line
Associate	as in the Corporations Act 2001 (Cth)
Availability Service Level	as in clause 9(g)(i)
Base Service Class	as in clause 9(c)
Change	as in clause 10
Cheque Dishonoured Fees	as in the Schedule of Fees and Charges
Commencement Date	as in clause 4
CPE or Customer Premises Equipment	Equipment that is generally located at the premises from which the Service is predominantly used or accessed
CPE and Management Service Level	as in clause 9(g)(ii)
Customer Service Guarantee	the Customer Service Guarantee Standard 2000 (No 2)
Differentiated Services (DiffServ)	a computer networking architecture that specifies a mechanism for classifying, managing network traffic and providing QoS guarantees on IP networks.
DSCP	DiffServ Code Point which is used by Differentiated Services
DSL	Digital Subscriber Line
Enhanced Service	the Availability Service Level option by that name

Fault	a fault or error in connection with the CPE or the Service.										
Fault Coverage Hours	the hours of a day within which we will work to resolve a Fault with the Network or your Service.										
Fault Severity Level	<p>The severity of a Fault may be categorised into one of the categories below:</p> <table border="1"> <thead> <tr> <th>Severity Level</th> <th>Example fault</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Customer Network, Physical Tail Circuit or CPE unavailable affecting individual or multiple sites/locations.</td> </tr> <tr> <td>2</td> <td>CPE or Network performance impaired whilst most of your business operations remain functional.</td> </tr> <tr> <td>3</td> <td>Intermittent loss or degradation of service.</td> </tr> <tr> <td>4</td> <td>Configuration change or feature enhancement required.</td> </tr> </tbody> </table>	Severity Level	Example fault	1	Customer Network, Physical Tail Circuit or CPE unavailable affecting individual or multiple sites/locations.	2	CPE or Network performance impaired whilst most of your business operations remain functional.	3	Intermittent loss or degradation of service.	4	Configuration change or feature enhancement required.
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3	Intermittent loss or degradation of service.										
4	Configuration change or feature enhancement required.										
Holding Over Period	as in clause 5(d)										
Interactive Service Class	as in clause 9(c)(iii)										
Internet Unlimited Service Class	as in clause 9(b)(ii)										
IP	Internet Protocol										
Loaned Equipment	as in clause 7(a)(ii), and for the avoidance of doubt, expressly includes Software										
Minimum Monthly Charge	the minimum monthly recurring fee or charge that you are required to pay us, as set out in the details of your Plan, the application form, the Schedule of Fees and Charges or as otherwise notified to you by us from time to time										
Minimum Term	the minimum term of this Service is set out in your application form, or as otherwise expressly agreed to by the parties in writing										
Move	as in clause 10, and expressly includes a request by you to move this Service (or part of this Service) to an alternate Premises (or a different part of the same Premises)										
NAT	Network Address Translation										

Nominated Person	as in clause 11(a)(ii)C
Offer	as in clause 4(b)
OneStream VPN and Internet Service	the Service known as 'OneStream VPN and Internet' and provided to you in connection with this Service Schedule
OnsitePlus Service	the CPE Service and Management Level by that name
Onsite Service	the CPE Service and Management Level by that name
PAT	Port Address Translation
PE	Provider Edge
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party
Physical Tail Circuit	a circuit which provides connectivity between a point of presence and the Premises. We support a wide variety of Physical Tail Circuits, including: (a) Ethernet; (b) Leased Line; (c) ADSL; (d) SDSL; (e) Dial-Up; and (f) Wireless.
PortOnly Service	the CPE Service and Management Level by that name
Premium Service	the Availability Service Level option by that name
Proactively Fault Managed	a Fault will be Proactively Fault Managed if we may be able to automatically detect that Fault and respond to that Fault (whether or not you contact us to report that Fault)
QoS	Quality of Service
Reactively Fault Managed	a Fault will be Reactively Fault Managed if we are not required to automatically detect a Fault and respond to that Fault.
Realtime Service Class	as in clause 9(c)(i)
Rebates	as in clause 12
Related Body Corporate	as in the <i>Corporations Act 2001</i> (Cth)
Related Entity	as in the <i>Corporations Act 2001</i> (Cth)
Remote Service	the CPE Service and Management Level by

	that name
Schedule of Fees and Charges	the document that sets out the fees and charges which apply in connection with your Service, whether known by that name or such other name, as made available to you by us from time to time
Scheduled Outage	a period of time within which any part of the Network (and your use of the Service) may be interrupted for the purpose of carrying out maintenance or upgrades to, or in connection with, the Network or your Service
SDSL	Symmetric Digital Subscriber Line
Service Class	any of the following: (a) Realtime Service Class; or (b) Streaming Service Class; or (c) Interactive Service Class; or (d) Base Service Class.
Service Level	as in clause 9(g)
Shared Service	a voice, data or Internet service which operates across the OneStream VPN and Internet Service that is designated by us as a 'Shared Service' from time to time
Software	as in clause 7(a)(i)B
Standard Service	the Availability Service Level option by that name
Streaming Service Class	as in clause 9(c)(ii)
Tail	Physical Tail Circuit
TailOnly Service	the CPE Service and Management Level by that name
Target Availability	the expected performance for a given component of the Service
Technical Helpdesk	our helpdesk by that name or by such other name that we may notify you of from time to time
Technical Helpdesk Hours	the hours of a day within which we are available to answer your telephone call for technical support enquiries and to log a fault with your Service
Traffic Contract	as in clause 9(b)
UBR	Unspecified Bit Rate

Unavailable Hours	<p>the aggregate number of hours (that are Fault Coverage Hours) within a month that a Fault of Fault Severity Level 1 or 2 remains unresolved (but not a Fault of Fault Severity Level 3 or 4). Unavailable Hours are calculated from the time when the Fault is logged at our technical support desk until you or your nominated contact is notified that the Fault has been resolved.</p> <p>For the avoidance of doubt, the following hours are not included as, or in the reckoning of time for calculating the, Unavailable Hours:</p> <ul style="list-style-type: none"> <li>(a) hours during a Scheduled Outage; or</li> <li>(b) hours of any Fault that is of Fault Severity Level 1 or 2 but is determined by us to not be a Fault; or</li> <li>(c) hours of any Fault that is a Fault in connection with any aspect of the Service that is within your control; or</li> <li>(d) hours that are not in respect with an actual Fault (e.g. a false alarm).</li> </ul> <p>Unavailable Hours may be used to determine your Service availability and whether you may be entitled to a Rebate in respect of your Service (and the extent of that Rebate)</p>
VBR	Variable Bit Rate
VPN	Virtual Private Network
VPN Core	the core infrastructure upon which your OneStream VPN Service will be deployed
VPN Port	the port that provides a connection from the Access to the VPN Core. The VPN Port specifies the VPN Port Speed & Traffic Contract applicable to the Access.
VPN Port Speed	as in clause 9(a)(iii)
<p><i>Capitalised terms which appear in this Service Schedule and are not defined in this clause 2 may be defined in the Customer Terms. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.</i></p>	

### 3. Provision of this Service

- (a) The provision of this Service to you is, at all times, subject to availability, geographical and technical capability and other relevant factors. The period of time required by us to provision or make any changes to your OneStream VPN and Internet Service is related to the technology used and infrastructure available in connection with your OneStream VPN and Internet Service and that technical and technological issues may affect the period of time required to provision or make any changes to that OneStream VPN and Internet Service (if that Service can be provisioned or that change can be made, at all).
- (b) It is a condition of us providing this OneStream VPN and Internet Service to you that you are not a person in respect of whom the *TCP Code* applies. You warrant that you are not a person to whom the *TCP Code* applies.
- (c) You acknowledge and agree that, to the maximum extent permitted by Law, we may refuse to provide this OneStream VPN and Internet Service to you in our sole and absolute discretion.
- (d) Where a Service (or part thereof) that has been requested by you is unable to be provisioned by us in such a manner that it would meet the requirements you have informed us of, we may offer to provide you with an alternative Service on such terms and conditions as may be agreed to by the parties.

### 4. Commencement of this Service

- (a) A Service under your OneStream VPN and Internet Service will be deemed to have commenced once we notify you that that Service is ready for use ("**Commencement Date**").
- (b) Subject to clause 5(c), unless we notify you in writing to the contrary, we are deemed to have accepted your offer in your application form for us to supply this OneStream VPN and Internet Service to you on the terms and conditions of this Contract (including your application form) ("**Offer**") on the Commencement Date in respect of that Service.

### 5. Term

- (a) For the avoidance of doubt, a separate and independent Commencement Date and Minimum Term will apply in respect of each Service that will be provided in connection with your OneStream VPN and Internet Service.
- (b) The term of a given Service provided under your OneStream VPN Service commences on the Commencement Date for that Service and continues for the Minimum Term and any Holding Over Period for that Service, unless terminated earlier in accordance with this Contract.

- (c) If you withdraw (or purport or attempt to withdraw) your Offer in respect of a given Service before the Commencement Date for that Service, you acknowledge and agree that we may incur costs and expenses in connection with considering your Offer (including, without limitation, costs and expenses associated with us making arrangements with our suppliers in connection with the supply of a Service, including termination and withdrawal fees) and you agree that you will immediately pay to us any such costs and expenses upon our request. For the avoidance of doubt, if you withdraw (or purport or attempt to withdraw) your Offer in respect of a given Service after the Commencement Date for that Service, we may treat your conduct as a repudiation or termination of this Contract (or a part of this Contract), in respect of which you will be liable to pay to us, amongst other amounts, an Early Termination Fee and comply with all of your other obligations that arise upon the termination of this Contract.
- (d) If you do not notify us in writing (in such form as we may reasonably require from time to time) at least thirty (30) days prior to the expiry of the Minimum Term in respect of a given Service that you do not intend to renew your OneStream VPN and Internet Service in respect of that that Service, that Service will continue on a month-to-month basis, on substantially the same terms and conditions (“**Holding Over Period**”), terminable by either party on at least thirty (30) days written notice to the other party.

## 6. Fees and Charges

- (a) Where you are required to pay a Minimum Monthly Charge in connection with a Service, the Minimum Monthly Charge is payable in advance. All other fees and charges in respect of a Service (such as usage charges) are typically payable by you monthly in arrears, unless otherwise notified to you by us from time to time. The Minimum Monthly Charge in respect of a Service will typically be pro-rated during the first calendar month of the Minimum Term and the final month of the Minimum Term or Holding Over Period (as the case may be).
- (b) You expressly acknowledge and agree that:
  - (i) all monies that are payable by you in connection with this Contract must be paid prior to the date that we notify you those monies are payable; and
  - (ii) we may, in our sole and absolute discretion, vary any fees and charges that apply in respect of a Service by providing you with thirty (30) days notice of that variation.
- (c) Details of our fees and charges in connection with your OneStream VPN and Internet Service is set out in your application form, the terms and conditions of your Plan, our Schedule of Fees and Charges or as otherwise be notified to you by us from time to time.

## 7. Equipment

### (a) Supply of Equipment

- (i) We may, but are not obligated to, provide you with or supply to you any (amongst thing things):
  - A. Equipment for use in connection with a Service; or
  - B. software for use in connection with any Equipment or a Service (“**Software**”);  
or
  - C. maintenance or repair services or facilities in respect of Equipment or Software used in connection with a Service,

unless otherwise expressly agreed to by us in writing (as may be specified in your application form or the terms and conditions of your Plan).

If we do not supply you with the Equipment, Software, maintenance or repair services or facilities referred to in clause 7(a)(i) of this Service Schedule, you must, at your sole cost and expense, make your own arrangements in respect of procuring such equipment, software and maintenance and repair services required to access or use, or to continue to access or use, a Service (or any part of a Service). You acknowledge and agree that we must approve any equipment, software, maintenance and repair services that you may procure in accordance with this clause, which approval may be granted (on such terms and conditions as we may require) or withheld (unless it is unreasonable to do so).

- (ii) If we provide you with Equipment or Software to be used by you in connection with a Service (collectively, “**Loaned Equipment**”), then you:
  - A. must ensure that:
    - I. all applicable Laws and manufacturer instructions are complied with in connection with the storage and use of the Loaned Equipment;
    - II. the Loaned Equipment is only used for the purposes of this Service Schedule;
    - III. the Loaned Equipment is not altered in any way;
    - IV. the Loaned Equipment is not installed or otherwise dealt with that may have the effect of making the Loaned Equipment a fixture of the Premises in which it is stored;
    - V. any direction that we give you in connection with the Loaned Equipment is complied with (and if you are required to obtain the consent of a third party to comply with our direction, you will obtain that consent);

- VI. the Loaned Equipment is stored at the Premises specified on your application form or in the terms and conditions of your Plan or as otherwise agreed to by the parties from time to time;
- VII. the Loaned Equipment is not sold, assigned, transferred, encumbered or disposed of (and ensure there is no attempt to sell, assign, transfer, encumber or dispose of) the Loaned Equipment and there is otherwise no dealings (or attempted dealings) in respect of the Loaned Equipment which is in a manner that is inconsistent with our ownership of the Loaned Equipment;
- VIII. we or our supplier (as the case may be) are clearly identified (in all your relevant records) as the owner of the Loaned Equipment;
- IX. all Loaned Equipment (and all copies of the Loaned Equipment) is returned to us upon any request from us or immediately upon the termination or expiry of your OneStream VPN and Internet Service;
- X. all reasonable steps are taken to ensure that the Loaned Equipment is protected from theft, loss, damage or unauthorised use (including any use that may breach any Law);
- XI. any insignia, number or mark on the Loaned Equipment is not altered, disguised, erased, removed or covered;
- XII. notify us immediately if the Loaned Equipment is stolen, lost, damaged or the use or storage of the Loaned Equipment is in breach of any Law);
- XIII. notify us immediately if any person asserts rights to the Loaned Equipment;
- XIV. any direction given to you from us in respect of the storage, handling or general care of the Loaned Equipment is complied with;
- XV. we are provided with free access to the Loaned Equipment upon request;
- XVI. the Loaned Equipment (including, without limitation, ancillary material such as manuals, readable media, storage media, data and the like) is not copied or reproduced without our prior written consent;
- XVII. the Loaned Equipment is not varied and no addition is made to the Loaned Equipment;
- XVIII. the Loaned Equipment is appropriately maintained and serviced regularly by a duly qualified and skilled person and remains covered by any applicable warranty; and
- XIX. an insurance policy is maintained with a reputable and solvent insurance company that has its place of business in Australia, in respect of which:
  - (a) the policy has an insured value that is at least the replacement value of the Loaned Equipment;
  - (b) the policy includes public liability cover to the value of \$20,000,000.00;
  - (c) the policy notes us as an interested party;

- (d) the policy irrevocably authorises all payments made by the insurer in connection with loss or damage to the Loaned Equipment to be made to us (or to our nominee);
- (e) the policy must be evidenced to us (by way of a certificate of currency or copy of the policy) upon any request by us; and
- (f) you appoint us as your attorney to make, recover or compromise in your name any claim under such policy or against any person.

B. acknowledge and agree that:

- I. at all times, we or our supplier (as the case may be) remain the owner of the Loaned Equipment and you hold the Loaned Equipment as a bailee at will;
- II. you have no right to purchase the Loaned Equipment unless otherwise agreed to by us in writing (on such terms and conditions as we may require in our sole and absolute discretion);
- III. subject to clause 13(a)(i)F, your OneStream VPN and Internet Service (and your obligations herein) will not be limited, suspended or terminated if the Loaned Equipment is stolen, lost, damaged or destroyed;
- IV. if you make an addition to the Loaned Equipment, that addition becomes our property; and
- V. if you fail to ensure that the Loaned Equipment is returned to us upon our request, we and our Personnel are irrevocably authorised by you to immediately enter any premises in which the Loaned Equipment is stored and retrieve that Loaned Equipment (at your sole cost and expense) or if you are not entitled to provide that authorisation in respect of any premises in which the Loaned Equipment is stored, you will immediately procure all necessary approvals and consents for us and our Personnel to enter any such premises to retrieve the Loaned Equipment.

**(b) Delivery of Equipment**

- (i) If the Loaned Equipment is delivered to your Premises, then you acknowledge and agree that you may be liable to pay fees and charges in connection with the delivery of the Loaned Equipment. Details of those fees and charges are set out in your application form, the terms and conditions of your Plan or as otherwise notified to you by us from time to time.
- (ii) You acknowledge and agree that we may require you to sign such document as we may require from time to time to acknowledge your receipt of the Loaned Equipment. If you refuse to sign such document, you agree that we may retain the Loaned Equipment and you will remain liable to pay fees and charges in connection with the attempted delivery.

- (iii) You agree to bear all risk of loss or damage to the Loaned Equipment during delivery.

**(c) *Installation of Equipment***

- (i) We may, but are not obligated to, install any Loaned Equipment that is provided to you.
- (ii) If we do not install any Loaned Equipment, you must, at your sole cost and expense, make your own arrangements in respect of the installation of the Loaned Equipment. You must ensure that any installation is performed by a reputable and duly skilled and qualified person and that the installation is done in accordance with any direction that we may give you from time to time.
- (iii) If we agree to install the Loaned Equipment, then you must:
  - A. pay to us such installation fee as set out in your application form or in the terms and conditions of your Plan or as otherwise notified to you by us from time to time; and
  - B. provide us with reasonable access to the Premises during the hours of a Business Day in connection with the installation. You agree that we may require you to pay fees and charges in connection with the installation if you do not provide us with reasonable access to the Premises.
- (iv) You acknowledge and agree that:
  - A. the installation of the Loaned Equipment may cause a disruption to any other services that you may have (for example, to your internet or telephony service);
  - B. a standard installation is two (2) hours in duration and carried out during Business Hours. If the installation exceeds two (2) hours or is required after Business Hours, you may be liable to pay us additional fees and charges as may be notified to you by us from time to time;
  - C. if you require us to configure the Loaned Equipment, we may (but are not obligated to) configure the Loaned Equipment as requested by you. Fees and charges may apply, as set out in your application form or the terms and conditions of your Plan, or as otherwise notified to you by us from time to time;
  - D. you are responsible for ensuring that the Loaned Equipment is compatible with your network, software and other Equipment and you have made your own independent assessment (and you have solely relied on that assessment) in respect of whether the Loaned Equipment is fit for the purpose you require that Loaned Equipment prior to entering into this Contract;

- E. telephone line configurations are available for our supported Loaned Equipment (as may be notified to you by us from time to time); and
- F. any changes made by you to the configuration (physical or otherwise) of the Loaned Equipment is done so at your sole risk and such changes may affect your ability to access or use (or continue to access or use) this Service and we will not be liable to you in that regard.

## 8. Scheduled Outages

- (a) You expressly acknowledge and agree that Scheduled Outages are a necessary and unavoidable consequence of providing your Service and you accept that Scheduled Outages may occur as and when we believe necessary.
- (b) We aim to provide you with at least five (5) Business Days notice of any anticipated Scheduled Outage where we believe that the Scheduled Outage may significantly and adversely affect your Service.
- (c) We will endeavour to, where practicable, restrict a Scheduled Outage to between the hours of 1:00am and 5:00am. You acknowledge and agree that Scheduled Outages are routinely scheduled to occur between the hours of 1:00am and 5:00am on Sundays and no prior notice will be given to you in respect of any Scheduled Outage that will occur at that time.
- (d) You expressly acknowledge and agree that a Scheduled Outage may be urgent and unexpected and accordingly, we may be unable to provide you with five (5) Business Days notice (or any notice).

## 9. OneStream VPN & Internet Components: Specific Terms and Conditions

### (a) Access Service:

- (i) The Access Service provides the connection from the VPN Core to your Premises, typically including:
  - A. a Physical Tail Circuit to the Premises (the Physical Tail Circuit that you have selected is set out in your application form in respect of the Service);
  - B. CPE, as selected by you in respect of a Service Level; and
  - C. a VPN Port to provide a connection to the VPN Core.

- (ii) We may agree to provide you with CPE and terminate the Physical Tail Circuit. Where a 3G mobile broadband port is provided, the 3G SIM and the relevant Service must be provided separately. Access and performance is dependent on 3G carrier coverage and availability (in respect of which you must make your own independent assessment).
- (iii) The VPN Port Speed selected by you nominates the maximum speed of traffic sent to and from the Physical Tail Circuit. You may select a VPN Port Speed below the maximum speed supported by the Physical Tail Circuit but you must not select a VPN Port Speed that exceeds the maximum speed of the Physical Tail Circuit selected by you.

**(b) Traffic Contract:**

- (i) The Traffic Contract selected by you nominates one or more Service Class that is available for the transmission of traffic across the VPN Core. The Service Classes available in connection with a particular Traffic Contract may be notified to you by us from time to time.
- (ii) If you select the 'Internet Unlimited' Traffic Contract ("**Internet Unlimited**"), you acknowledge and agree that:
  - A. Internet Unlimited operates in the Base Service Class; and
  - B. any requests by you for us to perform a NAT, PAT or firewall configuration will be done in accordance with your instructions and accordingly, will be performed at your risk and we do not warrant that the configuration will provide adequate security in respect of your internet Service.
- (iii) You acknowledge and agree that the Traffic Contract that you have selected is suitable for your requirements and you have made, and relied upon, your own inquiries and have made your own independent assessment in relation to the suitability of the Traffic Contract that you have selected for your requirements.

**(c) Service Classes:**

All traffic is carried across the Network in up to four (4) Service Classes depending on the Traffic Contract selected by you (as set out in your application form) and the nature of the traffic. The table below details the characteristics of, and intended purpose for, each Service Class:

Service Class	Typical Purpose	Maximum Traffic Load	Recommended Tail Circuits	Recommended Minimum Port Speed
Realtime	Interactive Voice, Video, Multimedia	85% of VPN Port Speed	Ethernet (non-Wireless), Leased Line, SDSL VBR	768kbit/s
Streaming	Streaming Voice & Video Applications	85% of VPN Port Speed	Ethernet (non-Wireless), Leased Line, SDSL VBR	512kbit/s

Interactive	'Mission Critical' & Interactive Data Applications. (e.g. Telnet, Citrix, etc.)	100% of VPN Port Speed	Ethernet (non-Wireless), Leased Line, SDSL VBR	256kbit/s
Base	Non-interactive, non-'Mission Critical' business applications (e.g. email, HTTP, etc.), Internet Unlimited	100% of VPN Port Speed	All (eg. ADSL, UBR-grade or BE (Best Effort) grade accesses)	All

(i) Realtime Service Class:

- A. Traffic in the Realtime Service Class should not exceed 85% of the VPN Port Speed in order to deliver satisfactory end-to-end performance.
- B. A Physical Tail Circuit with a speed exceeding 768kbit/s should be selected to deliver satisfactory end-to-end performance.
- C. Whilst OneStream VPN may support the use of non-Realtime Physical Tail Circuits in conjunction with the Realtime Service Class, we do not warrant satisfactory end-to-end performance in those circumstances and we will not be liable to you in that regard.

(ii) Streaming Service Class

- A. Traffic in the Streaming Service Class should not exceed 85% of the VPN Port Speed in order to deliver satisfactory end-to-end performance.
- B. A Physical Tail Circuit with a speed exceeding 512kbit/s should be selected to deliver satisfactory end-to-end performance.
- C. Whilst OneStream VPN may support the use of non-Streaming Physical Tail Circuits in conjunction with the Streaming Service Class, we do not warrant satisfactory end-to-end performance and we will not be liable to you in that regard.

(iii) Interactive Service Class

- A. A Physical Tail Circuit with a speed exceeding 256kbit/s should be selected to deliver satisfactory end-to-end performance.
- B. Whilst OneStream VPN may support the use of non-Interactive Physical Tail Circuits in conjunction with the Interactive Service Class, we do not warrant satisfactory end-to-end and we will not be liable to you in that regard.

(iv) Acknowledgement

You acknowledge and agree that the Traffic Contract that you have selected is suitable for your requirements and you have made, and relied upon, your own inquiries and have made your own independent assessment in relation to the suitability of the Traffic Contract that you have selected for your requirements.

**(d) Traffic Classification and Marking:**

- (i) The OneStream VPN and Internet Service uses Differentiated Services to classify & mark IP traffic at the CPE (if the CPE is QoS capable) or at the PE (if the CPE is not QoS capable).
- (ii) You acknowledge and agree that if the PE handles classification & marking, it may overwrite the existing DSCP header and this may follow through to the Network and impact on you or the Service. We will not be liable to you if that occurs.

**(e) Shared Services:**

The Target Availability for a Shared Service is 99.95% during the Fault Coverage Hours, calculated over a monthly period.

**(f) Additional Services:**

The Target Availability for an Additional Service is 99.5% during the Fault Coverage Hours, calculated over a monthly period.

**(g) Service Levels:**

- (i) Your application form may specify whether you are entitled to:

- A. Premium Service; or
- B. Enhanced Service; or
- C. Standard Service,

**("Availability Service Level")**

- (ii) Your application form may specify whether you are entitled to:

- D. PortOnly Service; or
- E. TailOnly Service; or
- F. Remote Service; or
- G. Onsite Service; or
- H. OnsitePlus Service,

**("CPE Service and Management Level")**

- (ii) You acknowledge and agree that the features and components of each Availability Service Level and of each CPE Service and Management Level may vary from time to time. Where we reasonably believe that a variation may

materially and adversely affect you, we will endeavour to provide you with reasonable notice of that variation.

## 10. Adds, Moves and Changes

- (a) We acknowledge that adds, moves or changes in connection with your Service may be required by you (“**Adds**”, “**Moves**” or “**Changes**”).
- (b) If you request an Add, Move or Change in connection with a Service, we will notify you whether we are able to support that Add, Move or Change (as the case may be).
- (c) If we are able to support an Add, Move or Change that you request, you expressly acknowledge and agree that we may refuse to facilitate or give effect to any requested Add, Move or Change in our sole and absolute discretion, or alternatively, we may only agree to facilitate or give effect to any requested Add, Move or Change on such terms and conditions as we may require in our sole and absolute discretion (including, without limitation, requiring a new contract to be entered into, applying Early Termination Fees and requiring you to pay additional fees and charges).

## 11. Fault Reporting

### (a) *Logging Faults:*

- (i) You must log a Fault that is a Fault of a kind that is Reactively Fault Managed. Faults which are Proactively Fault Managed may be automatically logged on our system by us. If you experience a Fault but you do not receive notification from us of that Fault within a reasonable period of time, you must log that Fault with us (whether or not that Fault is of a kind that is Proactively Fault Managed).
- (ii) In order to log a Fault, you must contact our Technical Helpdesk during the Technical Helpdesk Hours on the telephone number provided in your ‘Welcome Pack’ or as otherwise notified to you by us from time to time. In order to successfully log a Fault, you must provide us with proper particulars of the following at the time you log the Fault:
  - A. the Services affected by the Fault (providing the ‘Service Number’ or ‘Service ID’ (SID) that may be found in your ‘Welcome Pack’ or as otherwise may be notified to you by us from time to time;
  - B. a description of the Fault;
  - C. the contact details (at the least, the name and telephone number) of a person who will work with us in respect of resolving the Fault (“**Nominated Person**”); and
  - D. any other information that we may reasonably require from you in connection with the Fault.

- (iii) You acknowledge and agree that:
- A. we may notify you of alternative procedures that you will be required to follow in order to log a Fault in connection with your Service;
  - B. if you do not log a Fault that is Reactively Fault Managed or you do not follow any procedure that we inform you of from time to time in respect of logging a Fault in connection with your Service, that particular Fault may be excluded for the purpose of determining whether you are entitled to a Rebate in respect of that Fault; and
  - C. if we respond to a fault and we (or our Personnel) determine that no fault exists or that the fault is in connection with Equipment, software or networks that are not within our control or management, you are not entitled to any Rebate in respect of that Fault and you may be liable to pay us fees and charges in respect of us responding to that apparent fault, as may be notified to you by us from time to time.

**(b) Classification of Faults:**

- (i) For the purposes of this Contract, including calculating whether you are entitled to any Rebates (and their extent), Faults are classified according to their Fault Severity Level.
- (ii) For the avoidance of doubt, we are not liable to you for a fault which is in connection with Equipment, software or networks that are not within our control or management.

**(c) Responding to Faults:**

- (i) You acknowledge and agree that:
  - A. we, our Personnel or our wholesale partners may require to access your Premises in order to respond to a Fault and you will ensure that we are provided with such access. If you fail to ensure that we are provided with such access, you may incur fees and charges, as may be notified to you by us from time to time; and
  - B. in respect of a Fault is of a kind that is Proactively Fault Managed and is capable of being automatically detected by us, the time to detect that Fault shall be taken to be the period of time between when that Fault is detected by our relevant monitoring system until such time that the Fault is logged on our relevant Fault ticketing system. A Fault that is detected by us outside of Fault Coverage Hours may not be responded to outside Fault Coverage Hours (to the maximum extent permitted by law).

- (ii) In respect of a Fault that is of Fault Severity Level 2, 3 or 4, we will endeavour to contact you within thirty (30) minutes of the Fault being logged in order to provide you with an update in respect of the Fault. We will further endeavour to contact you every two (2) business hours with an update in respect of the Fault until the Fault is resolved or we believe that no further updates are required.
- (iii) In respect of a Fault that is of Fault Severity Level 1, we will endeavour to contact you at the earliest practical time to confirm the existence and extent of the Fault. We will endeavour to provide you with regular updates in respect of the Fault.
- (iv) For the avoidance of doubt we will not contact you outside of the contact hours set out in the 'Notification Schedule' in your Welcome Pack.

## 12. Rebates

### (a) Entitlement to Rebates

- (i) In order for us to consider any claim that you make for a Rebate, you must:
  - A. complete and lodge with us a '*Rebate Request Form*' (or such other form as we may notify you we require in connection with your claim for a Rebate from to time); and
  - B. comply with any other reasonable procedure that we have, or may have, in connection with your claim for a Rebate from time to time.
- (ii) You acknowledge and agree that prior to crediting you with any Rebate, we will conduct such investigations and perform such acts as we believe necessary to confirm whether you are entitled to a Rebate. You agree that you will act in good faith and fully cooperate with us in that regard (including providing us with such documents and information that we may reasonably require in connection with confirming whether you are entitled to a Rebate).

### (b) Calculation of Rebates

- (i) Rebates are based on the quantum of Unavailable Hours in respect of your OneStream VPN and Internet Service during the Fault Coverage Hours over a given month. Rebates may be available in respect of Access Services, Shared Services and Additional Services.
- (ii) Rebates are not available in respect of the following Service Level combinations:
  - A. Standard Service and Onsite Service;
  - B. Standard Service and TailOnly Service; and
  - C. Standard Service and PortOnly Service.

- (ii) The extent of the Rebate that you may be entitled to is determined in accordance with the table immediately below (references to 'Hrs' are references to the quantum of Unavailable coverage Hours over a given month):

Rebates	Premium	Enhanced	Standard
Services Rebates (Metro/CBD)	>4Hrs <6Hrs= <b>15%</b> >6Hrs= <b>30%</b>	>10Hrs <20Hrs= <b>15%</b> >20Hrs= <b>30%</b>	>18Hrs <24Hrs= <b>15%</b> >24Hrs= <b>30%</b> (OnsitePlus Service only)
Services Rebates (Regional)	>6Hrs <8Hrs= <b>15%</b> >8Hrs= <b>30%</b>	>20Hrs <24Hrs= <b>15%</b> >24Hrs= <b>30%</b>	>24Hrs <36Hrs= <b>15%</b> >36Hrs= <b>30%</b> (OnsitePlus Service only)

- (iii) In respect of the table immediately above:

- A. Access Service Rebates – the percentages are calculated on the monthly fee for the affected Access Service.
- B. Shared Service Rebates – the percentages are calculated on the monthly fee for the affected Shared Service.
- C. Additional Service Rebates – the percentages are calculated on the monthly fee for the affected Additional Service.
- D. If an Availability Service Level is accompanied by the words "Excludes Line" or words to that effect, you will not be entitled to any Rebates for a fault in connection with the underlying telephone line.

### 13. Termination

- (a) Without limiting our rights under any other clause of this Contract to terminate your OneStream VPN and Internet Service or suspend or limit any or all of our obligations under this Contract, we may suspend, terminate or limit your OneStream VPN and Internet Service:

- (i) with immediate effect, if:

- A. you become a person to whom any part of the *TCP Code* applies; or
- B. any other part of this Contract is terminated, suspended or limited; or
- C. you fail to comply with any reasonable direction we give you (including, without limitation, in respect of the Loaned Equipment); or

- D. an Insolvency Event occurs to you;
  - E. you fail to take out or maintain the insurance policy required by clause 7(a)(ii)A of this Service Schedule; or
  - F. the Loaned Equipment is stolen, lost, damaged or destroyed; or
  - G. you breach a term of this Contract that is not capable of remedy; or
  - H. you breach a term of this Contract that is capable of remedy but you fail to remedy that breach within ten (10) days of notice from us requiring you to do so; or
  - I. you breach any Law and we believe that it is reasonable to terminate your OneStream VPN and Internet Service with immediate effect.
- (ii) on thirty (30) days notice, during the Holding Over Period.
  - (iii) on 180 days notice, for any reason.
- (b) Without limiting any of your other obligations in this Contract that arise upon termination, you must, immediately upon the termination of your OneStream VPN and Internet Service:
- (i) ensure that all the Loaned Equipment is returned to us;
  - (ii) pay all monies which we have advised, or will advise, you are owing to us;
  - (iii) comply with any reasonable direction we may give to you; and
  - (iv) pay us an Early Termination Fee.
- (c) Clause 13(b)(iv) of this Service Schedule does not apply in circumstances where your OneStream VPN and Internet Service is terminated under clause 13(a)(iii) of this Service Schedule or during the Holding Over Period.
- (d) The Early Termination Fee in connection with your OneStream VPN and Internet Service is calculated as follows:

Date of Termination	Calculation of Early Termination Fee
During the first twelve (12) months of the Minimum Term	$m \times n$

Date of Termination	Calculation of Early Termination Fee
At any time following the first twelve (12) months of the Minimum Term until the expiry of the Minimum Term	$0.5 \times (m \times n)$ , unless a different formula is specified on your application form in respect of a particular Service in your OneStream VPN and Internet Service (in which case, that different formula applies in respect of that Service)
Holding Over Period	<i>Nil</i>

where:

$m$  = the Minimum Monthly Charge specified by us in respect of your OneStream VPN and Internet Service (or any part thereof); and

$n$  = the number of months (or part thereof) remaining until the expiration of the Minimum Term of the your OneStream VPN and Internet Service (or any part thereof).

- (e) You acknowledge and agree that the Early Termination Fee, calculated in accordance with the mechanism immediately above, is a genuine pre-estimate or our loss that arises as a result of the termination of your OneStream VPN and Internet Service (or any part thereof).

## 14. Additional Terms and Conditions

### (a) *Indemnity:*

- (i) Without limiting the indemnities set out in other clauses of this Contract, you must indemnify, and forever keep indemnified, us and our Associates, Related Bodies Corporate and Related Entities (and the Personnel thereof) from and against all loss, expense, damage, cost (on a solicitor and client basis), penalty, fines, fees and liability, suffered or incurred by, or claimed or awarded against, us, our Associates, Related Bodies Corporate and Related Entities (and Personnel thereof) in connection with:
- A. any breach or threatened breach of this Contract (including this Service Schedule) by you or of any Law;
  - B. any penalty, fee or fine imposed under any Law in connection with a breach or threatened breach of this Contract (including this Service Schedule) by you or of any Law;
  - C. the negligent or intentional acts or omissions of you or your Personnel;
  - D. the storage or use of the Loaned Equipment, or our recovery (or attempted recovery) of that Loaned Equipment from any premises; and

- E. any failure by you or your Personnel to comply with any reasonable direction from us or to comply with the terms and conditions of any policy or procedure that we required you to comply with.
- (ii) In respect of the indemnities given in this Service Schedule in favour of a party that is not a party to this Contract:
  - A. the indemnities are intended to be, and are, directly enforceable by each such person;
  - B. we act as agent for each such person for the purposes of the indemnities;
  - C. the indemnities operate as a deed poll in favour of each such person; and
  - D. the indemnities survive the termination, expiry or completion of your OneStream VPN and Internet Service and Contract.

## 15. Acknowledgements

Without limiting the acknowledgements provided by you in any other clause of this Contract, you acknowledge and agree that:

- (a) this Service (or parts of this Service) may only be available within the coverage areas of our wholesale providers;
- (b) we do not warrant that this Service will be free from interruption, delay or Fault and this Service is not suitable for (and is not supplied for the purpose of) use by you in circumstances where a continuous, uninterrupted and Fault-free Service is required at all times;
- (c) you have made your own independent assessment (and you have solely relied on that assessment) in respect of:
  - (i) the fitness of this Service for the purpose that you require (having regard to the Coverage Areas and the matters set out in clause 15(b) of this Service Schedule); and
  - (ii) any minimum Equipment, software, geographical, or other requirements in connection with this Service,

prior to entering into this Contract; and

- (d) we do not, in connection with this Service Schedule, supply you with a Service to which the Customer Service Guarantee applies.

## 16. Your Welcome Pack

- (a) Please refer to your OneStream Welcome Pack for your account management contacts and support numbers. Your Welcome Pack includes your username and password to access any websites or portals you are entitled to access in connection with this Service.
- (b) In the event of any inconsistency between this Service Schedule and your Welcome Pack, this Service Schedule prevails.