

Telstra Managed Services (“TMS”) Schedule Service Terms

1 Services

- 1.1 The specific Managed Services selected by the Customer are described in this Service Schedule and one or more Managed Services Addenda attached to and forming part of this Schedule.
- 1.2 Each party shall use its reasonable efforts to carry out its obligations as described in this Schedule in accordance with the agreed timing. If either party is unable to carry out its obligations in accordance with such timing, such inability will not be a breach of this Agreement, such party shall liaise with the other party, and both parties shall use their reasonable efforts to agree to other suitable timing.
- 1.3 If for any reason the Customer or Telstra terminates the supply of all of the Data Transmission Services and the parties do not enter into any other agreement for the provision by Telstra to the Customer of such services, then this Agreement will terminate and Telstra will have no obligations to supply the Managed Services.

2 Installation, Configuration and Commissioning

- 2.1 Telstra will install the Equipment during Standard Business Hours at the Customer's Premises. Telstra will (at the Customer's request) install the Equipment outside Standard Business Hours but Telstra will charge the Customer at its then current out of hours service rates.
- 2.2 After installation of the Equipment, Telstra will configure the Equipment either by local and/or remote network management tools. After configuration of the Equipment, Telstra will test the Equipment to determine whether it is functioning and accessible for remote management by Telstra.
- 2.3 Telstra will liaise with the Customer if there are any problems in Commissioning the Equipment. Telstra shall have no liability to the Customer if the Commissioning of any Equipment has not occurred on or before any particular time. Telstra will notify the Scheduled RFU Date after completion of Commissioning.
- 2.4 The Customer agrees that Telstra may Commission the Equipment in stages and that Telstra may invoice the Customer for charges in stages accordingly.
- 2.5 In addition to but without limiting its rights under this Agreement, Telstra may cease Commissioning outstanding items of Equipment if the Customer does not pay invoices for any of the charges for Managed Services by the due date.
- 2.6 Telstra will use reasonable efforts to provide the remainder of the Managed Services not related to installation or Commissioning, if any, from the Scheduled RFU Date for the applicable Equipment.

3 Customer Obligations

- 3.1 In addition to and without limitation to its obligations under any other provision of the Agreement, the Customer shall, at its expense:
- (a) provide Telstra, its employees, agents or contractors safe and reasonable access to the Equipment and the Network (including all relevant documentation and/or specifications) and ensure that adequate parking and working facilities (including sufficient space for the safe storage of test equipment and tools) are available at the Customer's Premises, to enable Telstra to carry out its other obligations under this Agreement;
 - (b) notify Telstra in writing if the Customer ceases to be in lawful possession of the Equipment;

- (c) provide a double power point within 1 meter of the Equipment prior to the date the Equipment is intended to be installed;
- (d) provide housing as specified by Telstra, in its sole discretion, for the Equipment such as racks, air-conditioning or shelving;
- (e) take all necessary precautions to minimize electrostatic interference with the Equipment;
- (f) use the Equipment only in accordance with the Network operating instructions and manuals, the requirements of the Supplier's specifications, and the relevant Software licenses;
- (g) notify Telstra promptly of, and keep Telstra apprised of any changes in, the identity or contact details of the Security Officers and ensure that such Officers understand their obligations under this Agreement; and
- (h) ensure the security of the Equipment.

4 Customer Prohibitions

4.1 The Customer must not, without the prior written approval of Telstra:

- (a) make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the Equipment;
- (b) remove, cover, alter or otherwise tamper with any labels affixed to the Equipment for the purpose of identifying the Equipment, warranty, service coverage or other service description relevant to this Agreement; or
- (c) modify the characteristics of any of the Services.

4.2 Telstra's obligations under this Schedule or any other portion of the Agreement or Schedule attached thereto, will not extend to problems in the performance of any of the Services, including, without limitation, the Managed Services, caused in whole or in part by any failure by the Customer to meet its obligations under this Agreement, including without limitation this Service Schedule.

5 Unsupported Equipment

5.1 Telstra is under no obligation to provide Managed Services for specific Equipment models that a Supplier has ceased to support. Telstra will provide the Customer with reasonable notice of the proposed removal of support for any item of Equipment by a Supplier, provided Telstra has been so notified by the relevant Supplier. If the Customer wishes to continue receiving the Managed Services, the Customer must at its expense, upgrade or, at Telstra's direction, replace the Equipment with equipment that is supported by the Supplier. Telstra will provide the Customer with reasonable assistance in the choice of replacement equipment or upgrades. Telstra will charge the Customer for any such assistance in accordance with its then current rates.

5.2 If the Customer does not upgrade or replace the Equipment within a reasonable period following Telstra's notice given under this Section 5.1. of this Schedule, Telstra may at its option either (a) terminate the provision of the Managed Services on 14 days' notice in writing to the Customer or (b) vary the charges for the Managed Services, in order to compensate Telstra for the costs incurred by Telstra in maintaining Equipment that is not supported by a Supplier.

5.3 Telstra is not required to provide the Managed Services (including repair or rectification of the Equipment or the Network) in connection with Equipment or the Network where the Customer does not comply with this Agreement, including without limitation Sections 4 and 5 of this Schedule, or where the relevant defect or Fault is caused by the Customer's or any other person's improper use, accidental or intentional damage, operator error or negligent use of the Equipment or the Network, or to the extent that the Customer's actions or inactions (including, without limitation, the improper

Telstra Incorporated

use, accidental or intentional damage, operator error or negligent use of such Equipment or the Telstra Network) prevent Telstra from providing the Managed Service.

6 Security

- 6.1 Telstra will have no obligation for monitoring the Network's firewall or any security breaches therein or in any part of the Network.
- 6.2 Should Telstra detect any breaches of Network security or overall security, Telstra's sole obligation is to attempt to notify the Customer. If the Customer does not respond or provide reasonable written instructions, Telstra may take whatever action it deems appropriate to respond to the particular security breach, however Telstra shall have no obligation to take any action whatsoever.
- 6.3 Telstra is not liable for any breaches of Network security or overall security (including, without limitation, the security of, and access to, the Network, the Equipment, any firewalls, or any of the Customer's other equipment).

7 Changes and Additional Charges

- 7.1 Telstra reserves the right to charge the Customer, as additional charges, for costs incurred by Telstra in implementing changes to Network design, Equipment or Managed Services requested by the Customer after the date of this Agreement but prior to the date of Commissioning. These charges include, but are not limited to, restocking fees and redesign effort.
- 7.2 Any changes to the Equipment or the Managed Services (including, without limitation, adds, moves, changes, Software configuration changes, and security changes) must be agreed to by Telstra in writing.
- 7.3 In addition to and without limitation of any other provision in this Agreement, Telstra may vary the amount of the Network Establishment Charges or other charges for Managed Services if:
- (a) the Customer changes the management or other options ordered for Managed Services;
 - (b) Customer's Premises or Equipment are added or removed;
 - (c) Telstra implements a change requested by the Customer in accordance with Section 7.2. of this Schedule; or
 - (d) the Customer makes changes to the Data Transmission Services or Telstra's costs in supplying the Managed Services changes.
- 7.4 Telstra will advise the Customer in writing of any such variations in charges. Variations in charges become effective on the date specified in Telstra's notice.

8 Definitions

The following definitions apply in this Schedule:

Commissioned or **Commissioning** means the installation, configuration and testing by Telstra of the Equipment as described in Section 2 of this Schedule.

Data Transmission Services means any data transmission services provided by Telstra to the Customer as Services pursuant to this Agreement.

Equipment means the equipment and Software that Telstra expressly agrees to manage for the Customer pursuant to this Agreement.

Fault means:

Telstra Incorporated

- (a) any problem with the Equipment; or
- (b) any problem with the Data Transmission Services, which form part of the Network.

Network means the network consisting of the Equipment.

Network Establishment Charges means the charges Telstra charges for project management, installation and Commissioning as set forth in the Charges section of the Agreement or any Addendum.

Scheduled RFU Date means the date Telstra notifies the Customer that the Equipment has been Commissioned and is available for the Customer's use.

Software means the computer programs relating to the operation of the Equipment and includes firmware and application software supplied by Telstra.

Standard Business Hours means 9:00 a.m. to 5:00 p.m. on a Business Day at the relevant Customer's Premises.

Supplier means the supplier(s) or manufacturer(s) of the various items of Equipment required to complete the Network.