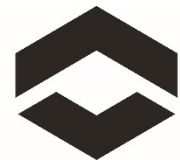


Acurus Standard Form of Agreement for supply of services

**ACURUS PTY LTD
ACN 109 363 279**



A C U R U S
INFORMATION TECHNOLOGISTS

Acurus PtyLtd

ABN 26 109 363 279

Level 9, 401 Collins Street

Melbourne VIC 3000

Tel: +61 3 8616 0475

Fax: +61 3 8610 1028

Email: info@acurus.com.au

Web: www.acurus.com.au

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION.....	3
2. STANDARD AGREEMENT FOR SUPPLY OF ACURUS SERVICES	8
3. ACURUS SERVICE DESCRIPTIONS.....	9
4. SERVICE SPECIFIC TERMS & CONDITIONS	12
5. GENERAL TERMS AND CONDITIONS	24
6. ACURUS SERVICE LEVELS	37

1. DEFINITIONS AND INTERPRETATION

In this Service Description, unless the context otherwise requires:

3G Network refers to the Optus 3G Network (UMTS 900/2100 MHz). Access to the Optus 3G Network is available when the end-user is in an Optus 3G coverage area with a Network compatible device and SIM card. Outside 3G coverage areas, Optus 2G Network Service may be available with a GSM 900 MHz compatible device.

4G Network means the Optus 4G Plus Network (LTE 700/1800/2100/2300/2600 MHz). Access to the Optus 4G Plus Network is available when the end-user is in an Optus 4G coverage area with a Network compatible device and SIM card connected to a 4G mobile plan. Outside 4G coverage areas, Optus 3G Network Service may be available with a UMTS 900/2100 MHz compatible device.

ACA means the Australian Communications Authority or any successor.

ACCC means the Australian Competition & Consumer Commission or any successor.

Access Procedure means the procedure for arranging access to the Site, as amended by ACURUS in its sole discretion and issued to you from time to time.

Access Site means the site address nominated in the Application for Service.

Act means the Telecommunications Act 1997 as amended from time to time.

ACURUS Equipment means equipment provided to you, or installed by us at, or located on, Your Premises for provision of the Service.

ACURUS Network means the telecommunications network and telecommunications services (including all ACURUS and other Carrier owned equipment) operated by ACURUS pursuant to the Act.

Additional Site means any proposed additional Site specified in the Application for Service, for a further rack, racks or Co-located Equipment space for use by you.

Application for Service means the application document requesting the Service and setting out the information required by ACURUS to provision the relevant Service.

ATM means Asynchronous Transfer Mode.

AuDA Policies means the published policies in the '.au Policies' section of the 'auDA website at <http://www.ada.org.au/policy> and includes the Domain Name Policy, Australian Domain Policy and Dispute Resolution Policy.

Availability means a measurement of the percentage of total time that a Circuit is operative when measured over a 365-consecutive day (8760 hour) period from Service Delivery Point to Service Delivery Point.

Building means any building on the Land of which the Site forms part.

Building Owner means the registered proprietor of the Land.

Business Day means any day other than a Saturday, Sunday or public holiday in the state where the Services are provided.

Carrier means a carrier as defined in the Act.

Capital City means a customer site location within 30km radial distance from a ACURUS exchange in the capital cities of Brisbane, Sydney, Canberra, Melbourne, Adelaide, and Perth.

Circuit means a physical or virtual link.

Charges means the charges payable under this Standard Agreement for provision of the Service including all Installation Charges, Recurring Charges and Usage Based Charges, and any other charges set out in the Application for Service.

CLI means calling line identification.

Co-located Equipment means all your fixtures, fittings, plant, machinery, cables and other telecommunications equipment located in the Building from time to time.

Commencement Date means the date the Application for Service is signed by you.

Conditional Ready for Service Date means a Ready for Service Date, which will not entitle you to any Service Level rebates if we fail to meet such date.

Confidential Information means all information and all other knowledge relating to us, our products or Services which comes into your possession from any source, or information which is treated by us as confidential regardless of its form, or which is designated by its nature as confidential, but excluding information that is in the public domain.

Conference means an audio conference call provided by using the ACURUS Teleconferencing Service.

Core Business Hours means the Service Desk hours of operation, which are 8:00am to 6:pm Australian Eastern Standard Time (AEST)

CPE means Customer Premise Device, which is the router, firewall, wireless device that we use to deliver and manage the HYBRID NETWORK SERVICE

Credit information means the Personal Information described in clause 5.9, is a specific type of Personal Information.

Current Supplier means a Carrier, a telecommunications service provider or equipment supplier who supplies services or equipment to you.

Downgrade means any Variation in respect of the Service which results in a reduction in the total Charges payable for the Service.

End User means any person or entity to whom you supply the Service or allow to use the Service.

Expiry Date means the last day of the Minimum Term.

Extended Access means any dedicated network or facility supplied by an Other Supplier used to extend the reach of our Circuit.

Facility means ACURUS co-location facility specified in the Application for Service.

Firewall means a service which allows a customer to specify rules (or policies) that determine which data traffic will be permitted (within the constraints of commercial security measures) to traverse between the Internet and the customer's Internet access service.

Force Majeure Event means any event specified in clause 5.16.

GST and **GST Law** have the same meaning as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.

High Calling means calls generated on the ACURUS BizXpand Service at a rate of not less than 1 call per second for a duration of not less than 1 minute.

IEEE means Institute of Electrical and Electronics Engineers

Included Usage means the combination of upload and download Usage of ACURUS Internet Services.

Installation Charge means a once-off charge for labour, equipment, connection and associated cabling for initial installation of the Service set out in the Application for Service.

Installation Delay means that period of time (measured in Business Days) commencing on and from the Unconditional Ready for Service Date until the Service Start Date.

Insolvency Event means, in respect of a party:

- (a) the party is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt;
- (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party;
- (c) the party enters into an arrangement with its creditors;
- (d) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution;
- (e) the party suspends payment of its debts to the other party or a third party; or
- (f) anything analogous or having a substantially similar effect to any of the events described in (a) through (e) above, occurs under the law of any applicable jurisdiction.

Integral Router means a standard router that is supplied by us as part of an integrated IP VPN product offering.

Interference means any deleterious or potentially deleterious electrical, electronic or radiation effect to any person or property wherever located including any other telecommunications or communications equipment, any television, radio and medical equipment or electronic equipment, device or thing.

ISO means International Standards Organisation.

ISP means Internet Service Provider.

ITU means International Telecommunications Union.

LAN means Local Area Network.

Land means the land on which the Site is located.

Lease means the lease or licence between ACURUS and the Building Owner in respect of the Facility.

MAN means Metropolitan Area Network.

MDF means Main Distribution Frame, which is a cable rack that interconnects and manages telecommunications wiring to each site.

Minimum Term means the minimum contract term (if any) specified in the Application for Service, which commences on the Service Start Date and if no Minimum Term is specified in the Application for Service then 30 days.

Other Supplier means a Carrier, a telecommunications carriage service provider or an equipment supplier other than us, as the case may be.

Permitted Use means the Co-locating of telecommunications equipment at the Site for the principal purpose of connecting to the ACURUS Network.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Planned Outage means a period of time, as reasonably determined by us, that we may interrupt our supply of the Service to you for routine maintenance, upgrading or other similar activities, after giving you reasonable prior notice.

PVC means Permanent Virtual Circuit.

Rack Unit means a 1¾ inch section of the Site.

Ready for Service Date means the date that we expect to supply the Service, which may or may not be the same as your Requested Delivery Date.

Recurring Charge means a monthly recurring charge set out in the Application for Service.

Registration Agreement means the terms and conditions for the relevant registration, in relation to Domain Name registration

Registration Documents means the Registration Documents published in the 'Registration Documents' section of <http://www.ada.org.au/policy>.

Related Body Corporate has the meaning given by section 50 of the Corporations Act 2001.

Requested Delivery Date means your preferred date for installation of new Service specified in the Application for Service or your preferred date from when you wish for a Variation of the Service to be operational.

Review Date means each anniversary of the Commencement Date.

Service means the relevant telecommunication service identified in the Application for Service.

Service Charge means the Recurring Charge set out in the Application for Service.

Service Desk means a group of qualified and experience technicians capable of addressing or escalating support incidents.

Service Delivery Point means:

- (a) the port;
- (b) fibre termination panel; or
- (c) electrical interface, at the Access Site as we determine necessary for interconnection to the ACURUS network.

Service Description means the description of the relevant Service and any Service specific terms and conditions set out in Section 5 GENERAL TERMS AND CONDITIONS of this Standard Agreement.

Service Levels means the relevant service levels (if any) that apply to the Service

Service Start Date means the earlier of:

- (a) the date on which we first notify you that the Service is ready for use; and
- (b) the date on which you first use the Service.

Site means the proposed co-location space in the Facility.

Site Access Charge means the relevant charge payable for access to the Site as set out in the Application for Service and Access Procedure.

Standard Agreement means a standard form of agreement formulated for the purpose of section 479 of the Act, comprising in their order of precedence:

- (a) the Service Description;
- (b) these General Terms and Conditions;

- (c) the Application for Service; and
- (d) the Service Levels.

Tax means any tax (including GST), withholding tax, charge, rate, duty impost or other levy imposed by any authority (other than income or capital gains tax).

Transferred Services means the telecommunication services transferred to us from your Current Supplier.

Usage Based Charge means a monthly usage charge for utilisation of minutes or capacity including any minimum usage charge set out in the Application for Service.

Utility Services means the electricity requirements specified and agreed in the Application for Service.

Upstream Charge means the charge payable per Megabyte sent by you in excess of the Upstream Threshold Ratio.

Upstream Threshold Ratio means the ratio in the relevant calendar month, of the total traffic sent by you through the Service Delivery Point under this Standard Agreement to the total traffic received by you through such Service Delivery Point.

Usage is defined as MB and GB, either upload or download. A MB is 1024 * 1024 Bytes, a GB is 1024 * 1024 * 1024 Bytes.

Variation means any change, addition, increase or reduction in respect of the Service including a relocation or increase in bandwidth, and Vary has a corresponding meaning.

VLAN's means Virtual Local Area Network. A means by which LAN users on different physical LAN segments are afforded priority access privileges across the LAN backbone in order that they appear to be on the same physical segment of an enterprise-level logical LAN.

VPN means Virtual Private Network.

WAN means Wide Area Network.

We, Us, Our, ACURUS means Acurus Pty Ltd ABN 26 109 363 279.

You, Your, Yourself, Customer means the person or entity nominated as the customer in the Application for Service and that party's successors and permitted assigns.

Your Equipment means all equipment and facilities supplied by you and used in connection with the Service.

Your Premises means the Access Site and any other premises occupied by you or your end user, to which we may require access in order to install, maintain or remove Equipment or the Service.

2. STANDARD AGREEMENT FOR SUPPLY OF ACURUS SERVICES

- 2.1. Under the Telecommunications Act 1997 (“Act”), ACURUS may, in relation to the supply of telecommunication services (“Services”) either:
 - 2.1.1. Contract on an individual basis with you where you acquire the Service; or
 - 2.1.2. Contract with you by way of a standard form of agreement, the terms and conditions of which will apply to all customers who acquire the Service, unless expressly excluded by a contract with an individual customer.
- 2.2. The Service is being supplied to you by way of a standard form of agreement (“Standard Agreement”). The Standard Agreement for the supply of the Service comprises, in order of priority:
 - 2.2.1. In Section 3, ACURUS SERVICE DESCRIPTIONS, a description of the relevant Service and any Service specific terms and conditions (“Service Description”);
 - 2.2.2. In Section 5 GENERAL TERMS AND CONDITIONS, the general terms and conditions on which we will supply the Service to you (“General Terms and Conditions”). These are in addition to any Service specific terms and conditions contained in the Service Description;
 - 2.2.3. The relevant application form signed by you requesting the Service (“Application for Service”); and;
 - 2.2.4. In Section 6, ACURUS SERVICE LEVELS, the relevant service levels (if any) that apply to the Service (“Service Levels”).
- 2.3. You are not required to sign this document, you agree to the terms of the SFOA by the act of buying a Service from ACURUS.
- 2.4. Any and all Applications for Service submitted by you to ACURUS will, unless otherwise agreed between us and you, be supplied by ACURUS in accordance with the terms and conditions of the Standard Agreement (as may be amended by us from time to time).
- 2.5. A defined term in the Service Description, the Application for Service or the Service Levels shall, unless expressly defined therein, have the meaning given to that term in the General Terms and Conditions.
- 2.6. The Standard Agreement for supply of Services will commence operation on 3rd of March 2010 and remain in force until revoked by us or by law. We may vary the Standard Agreement at any time without notice. We will notify you of any non-detrimental changes by posting the change on our website. In relation to detrimental changes, you will be notified in accordance with section 480A of the Act.

3. ACURUS SERVICE DESCRIPTIONS

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

3.1. General Terms and Conditions

3.1.1. This Service Description incorporates the General Terms and Conditions and forms part of the Standard Agreement.

3.2. ACURUS Data Services

3.2.1. ACURUS SERVICES comprise of the following service categories (“Service Category”):

- (a) ACURUS NBN SERVICE;
- (b) ACURUS 3G/4G LTE SERVICE;
- (c) ACURUS HYBRID NETWORK SERVICE;
- (d) ACURUS FIBRE SERVICE;
- (e) ACURUS SIP VOICE CONNECT SERVICE
- (f) ACURUS DATA CENTRE RACK SERVICE

3.3. Service Descriptions

3.3.1. The following Service Descriptions are provided for each data Service Category:

(a) ACURUS NBN SERVICE;

The service enables the physical fibre connection, agnostic to the access technology (e.g. FTTP, HFC, FTTN, FTTB or FTTC) used by the nbn™ Ethernet Bitstream Service to access the premises. The service is delivered to the network boundary point of your premises and includes unlimited internet. ACURUS NBN SERVICE is an asymmetric service, meaning your download and upload speed will be different. The service is available at selected coverage areas and subject to NBN infrastructure availability at customer’s premises. The service is provided at variable access speeds:

- 25/5 – 25 Mbps download, 5 Mbps upload;
- 50/20 – 50 Mbps download, 20 Mbps upload
- 100/20 – 100 Mbps download, 20 Mbps upload
- 100/40 – 100 Mbps download, 40 Mbps upload

(b) ACURUS 3G/4G LTE SERVICE;

The ACURUS 4G LTE SERVICE is a pre-paid Mobile Broadband service. Your plan allowance can be used in Australia. The ACURUS 4G LTE SERVICE include a monthly Mobile Broadband allowance to be used within Australia. Use of the ACURUS 4G LTE SERVICE is only available with 4G Plus compatible handsets and devices, an active ACURUS 4G LTE SERVICE provisioned with a 4G capable product, an ACURUS 4G LTE SERVICE compatible SIM card and within an Optus 4G coverage area.

References to the Optus 4G Plus Network, compatible handsets or wireless broadband devices refers to our 4G 700 / 1800 / 2100 / 2300 / 2600MHz (or such other frequencies as specified by Optus from time to time on its website) network and devices. To access the ACURUS 3G/4G LTE SERVICE you must be within the Optus 4G 700 / 1800 / 2100 / 2300 / 2600MHz coverage area.

For the latest coverage information visit <https://www.optus.com.au/coverage>

Use of the ACURUS 3G LTE SERVICE is only available with 3G compatible handsets and devices, an active ACURUS 3G LTE SERVICE provisioned with a 3G capable product, an ACURUS 3G LTE SERVICE compatible SIM card and within an Optus 3G coverage area.

References to the Optus 3G Network, compatible handsets or wireless broadband devices refers to our 3G 900 / 2100MHz network and devices. To access the Optus 3G Network you must be within the Optus 3G 900 / 2100MHz coverage area. For the latest coverage information visit <https://www.optus.com.au/coverage>

(c) ACURUS FIBRE SERVICE;

The ACURUS Fibre Service is a networking solution that can be provided across the Metropolitan Area Network (MAN) and Wide Area Network (WAN) for customers to interconnect their existing Ethernet Local Area Network. The service is provided at variable access speeds, Fast Ethernet (100Mbps) or Gigabit Ethernet (1000Mbps).

(d) ACURUS HYBRID NETWORK SERVICE;

The ACURUS HYBRID NETWORK SERVICE is a complete managed services solution, designed to address the demand for bundled services in a corporate environment, allowing businesses to outsource their external communications requirements. In conjunction with ACURUS Data or Internet access physical mediums, the ACURUS HYBRID NETWORK SERVICE incorporates design, installation, maintenance, support and service levels.

(e) ACURUS SIP VOICE CONNECT SERVICE

The ACURUS SIP Voice Connect service is a SIP solution that can be provided over the Wide Area Network (WAN) or over the Internet for customers to connect their PBX into Acurus SIP Voice Connect. The Service requires minimum 60 SIP Lines to be purchased as a minimum and can be increase in blocks of 30 unless otherwise agreed.

The SIP Voice Connect service can provide new DID (Direct In Dial) numbers or customer's can port in their existing numbers.

(f) ACURUS DATA CENTRE RACK SERVICE

ACURUS Co-location is a secure facility designed specifically for business and corporate customers to house their telecommunications and IT equipment, with extensive facilities for network connectivity to ACURUS and other third party carriers.

ACURUS Co-location provides space and power within an ACURUS Point of Presence. Co-location space is provided by 19-inch racks and depending upon the equipment housing requirements may be utilised either as whole racks, or half-racks. Access to your Co-Location

space is controlled and is restricted through the use of security access cards and/or accompanied access. Network access to ACURUS is available using ACURUS network services. Power options include AC, with battery and/or generator redundancy. Air conditioning is supplied by redundant cooling towers and conditioning units.

3.4. GENERAL

In relation to the access speeds outlined above, you acknowledge and agree that while the speeds quoted above are our best estimate, some variation may be experienced by you from time to time due to technical features of the specific service which may include without limitation packet loss.

4. SERVICE SPECIFIC TERMS & CONDITIONS

This Service Description incorporates ACURUS General Terms and Conditions and forms part of the Standard Agreement.

ACURUS Data Services

4.1.1. ACURUS SERVICES comprise of the following service categories (“Service Category”):

- (a) ACURUS NBN SERVICE;
- (b) ACURUS 3G/4G LTE SERVICE;
- (c) ACURUS HYBRID NETWORK SERVICE;
- (d) ACURUS FIBRE SERVICE;
- (e) ACURUS SIP VOICE CONNECT SERVICE
- (f) ACURUS DATA CENTRE RACK SERVICE

4.1.2. ACURUS FIBRE SERVICE SPECIFIC TERMS & CONDITIONS:

The pricing for each plan will include an Installation Charge, and fixed Recurring Charge.

(a) Downgrades:

Once you select a plan, you cannot change to another plan with a lower Recurring Charge during the Minimum Term. You may Downgrade your service in accordance with the terms set out in clause 5.4.6 of General Terms and Conditions.

(b) Upgrades:

You can upgrade from one plan to another but a variation to the charges will apply.

(c) Local Area Network (LAN) Configuration:

We do not provide, and the service does not include technical support in respect of LAN configuration or with networking-related difficulties. Upon acceptance of the Application for Service, we may:

- i. provide you with an Integrated Access Device (“IAD”) which has functioning Internet connectivity; and
- ii. invoice you for the relevant Recurring Charges for the ACURUS Fibre Service.

(d) Customer Authority & Service Delivery Qualification:

- i. you authorise us to act as the Customer Authority (CA) to enable us to purchase Unbundled Local Loop (ULL) or multiples of such and to disclose such authority to Other Carriers in response to a request; and
- ii. you acknowledge that each service will be subject to a Service Qualification process and hence post application form signature. We reserve the right to non delivery if Service Qualification process shows possibility of failure on delivery.

(e) Cancellation Fee:

You may cancel your ACURUS SERVICE at any time prior to the Service Delivery Date by:

- i. notifying us in writing; and

- ii. paying to us an amount equal to the remainder of the number of months in the committed contract term multiplied by the monthly fee per service.

4.1.3. ACURUS NBN SERVICE AND ACURUS FIBRE SERVICE SPECIFIC TERMS & CONDITIONS

4.1.4. Additional Features

4.1.4.1. IP Addresses

Acurus can allocate IPv4 addresses for use within a customer's network as part of the ACURUS NBN SERVICE and ACURUS FIBRE SERVICE. Any IP addresses allocated to customers will be non-portable and must be returned to Acurus if a service contract is discontinued.

Customers requiring greater than /25 public IP range (128 public IP addresses) will need to apply directly through APNIC. Customers will be required to provide IP address justification if IP address range is allocated by Acurus.

Additional public IP addresses for existing ACURUS NBN SERVICE and ACURUS FIBRE SERVICE may be requested. The customer is required to provide sufficient justification before Acurus allocates additional public IP addresses. To receive an APNIC allocated, or registered, IP address from the block assigned to Acurus, customers must supply standard APNIC application details when ordering a new service or when requesting for additional IP address allocation via the service modification process.

The following are some general IP allocation guidelines for customers:

- Acurus assigns Customers additional IP addresses from its address block as needed.
- Before additional IP addresses can be requested, 80% of the current address space allocated must be exhausted. To request additional IP addresses, submit an order for additional addresses and by filling out the associated IP address justification.
- Customers that transfer from one Service Provider to ACURUS NBN SERVICE and ACURUS FIBRE SERVICE, and who had been allocated addresses from their original provider's IP address block, should return those addresses as part of the transfer.
- Acurus should be able to allocate an IP address out of its existing address block within 5 business days.

Routing Protocol Configuration (Customer Edge to Provider Edge) Static Routing

Customers who have a single connection to the Internet are considered single-homed and may select Static Routing for Customer's network route advertisement to the Internet.

Customers should configure a static default route in their CE router for all outbound traffic to the Internet via the appropriate Acurus PE router.

If a Customer wishes to advertise a new network to the Internet, the customer needs to submit a static route service modification via Frontier or an account manager. Static route modification may take up to 5 working days.

BGP - Static Routing is not always appropriate as a CE to PE routing configuration where Customers have multiple diverse links to the Internet. In this situation BGP routing protocol is better suited to handling routing requirements.

For more details on IP-line Routing Protocol Configuration, please consult your Account Manager.

ACURUS NBN SERVICE and ACURUS FIBRE SERVICE utilises IPv4 address range as a standard. Requirements to support IPv6 address range format will be addressed in the future IP-Line product enhancements. CPE Management

For a fully managed end-to-end ACURUS NBN SERVICE and ACURUS FIBRE SERVICE, Acurus supplies and manages the Customer Premise Equipment (CPE) at the Customer site. This is obtained by the customer during the ordering of the ACURUS NBN SERVICE and ACURUS FIBRE SERVICE CPE Management service.

The ACURUS NBN SERVICE and ACURUS FIBRE SERVICE Link Management feature includes:

- CPE Supply, Configure and Install
- Faulty Hardware Replacement
- CPE Configuration Maintenance
- Fault Detection Service Demarcation Point

The service demarcation point is a physical location, usually within the customer's site where Acurus's service responsibilities ends. The customer is responsible for all cabling from the service demarcation point to the customer's own equipment. The service demarcation point for the ACURUS NBN SERVICE and ACURUS FIBRE SERVICE is the Network Terminating Unit (NTU). The NTU is installed and maintained by Acurus and remains the property of Acurus.

The service demarcation point varies depending on CPE management option selected, if a customer chooses the Acurus Managed CPE – the service demarcation point is the customer facing (LAN side) Ethernet port provided on the Acurus Managed CPE at the customer premises.

Unless expressly provided for in the Application for Service, internet Services do not include:

- a) Domain Name Server (DNS) and registration functions; or
- b) Internet Protocol (IP) addresses.

Notwithstanding we may, in our absolute discretion and without obligation to do so, provide these services from time to time.

4.1.5. Service Demarcation Point

The service demarcation point is a physical location, usually within the customer's site where Acurus service responsibilities ends, the customer is responsible for all cabling from the service demarcation point to the customer's own equipment. The service demarcation point for the ACURUS NBN SERVICE and ACURUS FIBRE SERVICE is the Network Terminating Unit (NTU). The NTU is installed and maintained by Acurus and remains the property of Acurus.

4.1.6. Disclaimers And Liability

You acknowledge and agree that while we may (without obligation to do so) configure the router with basic access lists, the Internet by its nature is not secure and we do not provide as part of the Internet Services, security features in the form of firewalls. Accordingly, you are responsible for providing for any security or privacy that you require for your computer networks and any data stored on those networks or accessed through the internet Services;

- a) neither we nor any Other Supplier exercise any control over the content accessible through the Internet;
- b) to the extent permitted by law, neither we nor any Other Supplier give any warranties, express or implied, in respect of the internet Services or have any other liability to you or your end users in respect of the internet Services;

- c) while the speeds quoted above are our best estimate, some variation may be experienced by you from time to time due to technical features of the specific service which may include without limitation packet loss; and
- d) neither we nor any Other Supplier will be responsible for any damage that you may suffer arising from using:
- e) the internet Services (including loss of data, delays, non-deliveries, or mis deliveries);
- f) any content accessed through the internet Services (including inaccurate, incomplete or out of date information); or
- g) inaccurate, incomplete or out of date information.

4.1.7. Use and Indemnity:

- a) you will not use or allow others to use the internet Services:
- b) to distribute material that is defamatory, abusive, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;
- c) to transmit any unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;
- d) to copy or distribute material where it has no right to do so (for example, someone else's copyrighted works or confidential information);
- e) to commit a crime or in the course of committing a crime or for an unlawful purpose;
- f) to engage in any activities in such a manner as to expose us or an Other Supplier to liability;
- g) to do any act that may damage the network or systems or cause the quality of the internet Services to be impaired; or
- h) does not comply with any instructions given by us under clause 5.10 of the General Terms and Conditions.
- i) you will indemnify us against all costs, losses, damages, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by us as a result of use of the internet Service in breach of clause 5.10.1

4.2. ACURUS HYBRID NETWORK SPECIFIC TERMS & CONDITIONS

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

4.2.1. The following Service Descriptions is provided for ACURUS HYBRID NETWORK SERVICES.

The ACURUS HYBRID NETWORK SERVICE is a complete managed services solution, designed to address the demand for bundled services in a corporate environment, allowing businesses to outsource their external communications requirements. In conjunction with ACURUS Data or Internet access physical mediums, the ACURUS HYBRID NETWORK SERVICE incorporates design, installation, maintenance, support and service levels.

ACURUS HYBRID NETWORK is a bundled package combining the

- ACURUS NBN SERVICES; and the
- ACURUS 3G/4G LTE SERVICES.
- Although these products can be purchased independently, the bundled package is described as ACURUS HYBRID NETWORK SERVICE and has certain unique package advantages.

The individual service specific terms and conditions relating to ACURUS NBN SERVICE, the ACURUS 3G/4G LTE SERVICE still apply and are set out in:

- o ACURUS NBN SERVICE DESCRIPTION
- o ACURUS 3G/4G LTE SERVICE DESCRIPTION

4.3. Service Specific Terms & Conditions

ACURUS HYBRID NETWORK SERVICES includes the following sites and features:

Single nbn™ Managed Service Site ("Single MSS")

1 X nbn™ Service

1 X 3G or 4G Backup Service

1 X Managed CPE device capable of delivering:

- WAN Optimisation
- Guest Wireless Network
- Staff Wireless Network
- Secure Staff Remote Access

Remote Monitoring

Business Hours Support

24/7 Core Network Support

Access to 24/7 Support for Endpoints

Ethernet Managed Service Site ("Ethernet MSS")

ACURUS NBN ENTERPRISE ETHERNET Service

1 X 3G or 4G Backup Service

1 X Managed CPE device capable of delivering:

- WAN Optimisation
- Guest Wireless Network

- Staff Wireless Network
- Secure Staff Remote Access

Remote Monitoring

Business Hours Support

24/7 Core Network Support

Access to 24/7 Support for Endpoints

4.4. Downgrades;

If you select any of the ACURUS Single, Dual or Ethernet MSS sites, you cannot change to another site with a lower Recurring Charge during the Minimum Term. You may Downgrade your service in accordance with the terms set out in clause 5.4.6 of Section 5 GENERAL TERMS AND CONDITIONS.

4.5. Upgrades;

ACURUS HYBRID NETWORK upgrades are permitted. Variation fees may apply. Upgrades relating to ACURUS HYBRID NETWORK SERVICES must be to that of a higher value based on Recurring Charges. ACURUS DATA SERVICE or INTERNET SERVICE upgrades within a ACURUS Single, Dual or Ethernet MSS site are considered to be upgrades if Recurring Charges increase.

4.6. Setup Tasks;

The following setup tasks apply to the initial installation of the network as a whole, not specifically to individual sites;

- (a) Project Management Services
 - Identify and control the network delivery requirements
- (b) CPE Configuration
 - Technical services to configure and validate the CPE configurations and distribute them to their respective sites.
- (c) Deployment Services
 - Technical services to assist in CPE transition activities being performed at each site
- (d) Go-Live Activities and Support
 - Assist with go live activities
- (e) Handover and Documentation
 - Detailed network design documents Assist with go live activities
 - Contact and fail-over documentation Assist with go live activities
 - Helpdesk procedure documentation Assist with go live activities
 - IT management report templates for approval Assist with go live activities
 - Monitoring and training of monitoring system to your IT department
- (f) Ongoing Monitoring and Management;
 - We will provide you with a monthly Service Level Report, outlining the following information;
 - Availability and performance of each sites network connections
- (g) Support

Support Type	Business Hours	After Hours
Severity 1-6 Network Service Outages and Faults	We will respond to detected or reported system faults within 15 minutes depending on the severity level.	You can report faults via the afterhours support number for immediate escalation.
Wireless Network Outages and Faults	You will be responsible for reporting faults in this service. We will support you in troubleshooting and resolution.	You can report faults via the afterhours support number for immediate escalation.
SSL VPN Remote Access User Issues	You will be responsible for reporting faults in this service. We will support you in troubleshooting and resolution.	You can report faults via the afterhours support number for immediate escalation.
Afterhours Support Number	Not applicable.	We will respond to support requests raised through the afterhours support number within 30 minutes.

4.7. Charges, Billing & Reviews:

- (a) we will invoice you for all Charges in accordance with clause 5.6.3 of the Section 5 GENERAL TERMS AND CONDITIONS;
- (b) you must pay to us all Charges in accordance with clause 5.7 of the Section 5 GENERAL TERMS AND CONDITIONS.

4.8. Your Obligations: You must;

- (a) be responsible for the installation of all CPE equipment in accordance with installation documentation provided by us
- (b) be responsible for any new cabling or re-cabling at any site, including from the MDF, as required to support our CPE devices
- (c) be responsible for the provision of phone lines and their associated rental costs
- (d) ensure that the phone line provisioned for our services will not be shared with any site security alarm systems
- (e) provision ADSL line filters if these services are shared with other phone or fax services
- (f) ensure that any Acurus CPE devices at any of your sites being used for the HYBRID NETWORK SERVICE is in a suitable environment in accordance with the manufacturer's manuals.
- (g) promptly, when asked, do everything you can reasonably be expected to do:
- (h) to enable us to exercise our rights under the Standard Agreement; and
- (i) to enable any person having an interest in the Site superior or concurrent with your interest, to exercise that person's rights under the Standard Agreement.

4.9. Our rights: We must;

- (a) provide documented instructions on how to install each CPE device at each site
- (b) ensure that appropriate hardware warranties are valid on all CPE equipment

- (c) define which alerts for monitored systems/services should automatically raise calls into the Service Desk
- (d) provide web access to monitoring system to approved staff if requested
- (e) provide iPhone/iPad application access to monitoring system to approved staff if requested
- (f) Confirm with you which employees will receive Host DOWN alerts and ticket notifications and updates as requested
- (g) identify recurring incidents or trends and agree corrective actions with you

4.10. ACURUS DATA CENTRE RACK SERVICE SPECIFIC TERMS & CONDITIONS

Unless expressly stated otherwise, a reference to a clause number shall be a reference to a clause contained in this Service Description.

4.11. Service Specific Terms & Conditions

4.11.1. Site Access

We will, during the Minimum Term, provide you and your authorised representatives with access to the Site and to the Facility (for the purpose of accessing the Site) solely for the Permitted Use, subject to:

- (a) prior notification of requested access in accordance with the Access Procedure;
- (b) payment of the relevant Site Access Charges;
- (c) compliance with all reasonable security and access regulations and rules of conduct as notified by us from time to time; and
- (d) compliance with any access rules made by the Building Owner in relation to the Building and either notified to you or displayed in the Building.
- (e) you must provide us with a minimum of 90 minutes (60 minutes for Sydney) prior notice of required access by appointment in accordance with the Access Procedure;
- (f) we reserve the right to cancel any appointment for scheduled access to the Site where you are late by not less than 15 minutes. Notwithstanding cancellation of such appointment, you will remain liable for the relevant Site Access Charge;
- (g) nothing in this Agreement shall prohibit us from performing any construction or material alterations within a Facility and/or Site or erecting or permitting others to erect transmission equipment of any nature whatsoever in, under, or on the exterior of, the Building provided it will not cause Interference and, at our request, you will co-operate with us and any third parties in respect of the terms of this clause;
- (h) where the alterations are made at your request, or for your sole benefit, we will charge you for the work at rates to be mutually agreed by the parties prior to the commencement of the work;
- (i) you warrant that you have not been induced to enter into this Standard Agreement by any express or implied statement, warranty or representation made by, or on behalf of, us in respect of the Site or quality of any signal transmitted to or received by the Co-located Equipment when it is installed on the Site, other than the suitability of the Site for connecting Co-located Equipment to the ACURUS Network.

4.12. Charges, Billing & Reviews:

- (a) We will invoice you in arrears for Site Access Charges. We will invoice for all other Charges in accordance with clause 5.6 of the General Terms and Conditions;
- (b) You must pay to us all Charges in accordance with clause 5.7 of the General Terms and Conditions.

4.13. Your Obligations: You must;

- (a) not load or install on the Co-located Equipment any software products or services which have or are capable of any of the following functionality:
 - i. which will test the security of a server or the security of other servers on the Internet or within the ACURUS Network, except the Co-located Equipment;
 - ii. which will scan another server or confirm or check what transmission control, user datagram or internet protocol services, are running;

- iii. which will examine the contents of packets not destined for the server on which the software resides;
- iv. which will attack or gain or attempt to attack or gain:
 - 1. unauthorised access to machines on the Internet or within the ACURUS Network; or
 - 2. unauthorised data from machines on the Internet or within the ACURUS Network.
- (b) not use the Co-located Equipment for the purpose of:
 - i. sending unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature, or otherwise contrary to law or an applicable code of conduct;
 - ii. disseminating unlawful content;
 - iii. engaging in false or misleading marketing strategies.
- (c) not install or use the Co-located Equipment or install software on the Co-located Equipment which is capable of disrupting Internet protocols, services or Internet servers;
- (d) comply with all federal, state and local authority laws, orders, rules and regulations applicable to the Co-located Equipment including any requirements from time to time of our insurers or our reasonable requirements, and obtaining and keeping current all necessary consents and approvals;
- (e) not disrupt, adversely affect or interfere with other providers of services in the Building, or with any occupant's use or enjoyment of premises or the common areas of the Building;
- (f) comply with any rules or regulations of the Building;
- (g) promptly, when asked, do everything you can reasonably be expected to do;
- (h) to enable us to exercise our rights under the Standard Agreement; and
- (i) to enable any person having an interest in the Site superior or concurrent with your interest, to exercise that person's rights under the Standard Agreement.

4.14. Our rights: We must;

- (a) upon endeavouring to give you as much notice as is reasonably practicable in the circumstances (having regard to the severity of the problem), disconnect the Co-located Equipment from the ACURUS Network if:
 - i. the Co-located Equipment has been breached by an intruder and is being used as a launch point to attack, infiltrate or disrupt other systems in the Internet or the ACURUS Network;
 - ii. the Co-located Equipment is causing interruption to the ACURUS Network, either intentionally or unintentionally;
 - iii. there exist unforeseen circumstances where we deem it necessary to disconnect the Co-located Equipment including, but not limited to, fire and evidence of breach by an external party;
- (b) in the case of an emergency, access the Co-located Equipment provided that we use reasonable care or may call upon appropriate emergency services for assistance and you will not hold us responsible for such access;
- (c) inspect the Site and the Co-located Equipment at any time to satisfy myself that you are complying with your obligations under the Standard Agreement; and
- (d) rectify any default by you of any of your obligations under the Standard Agreement and you must immediately reimburse us for the costs of the rectification.

4.15. Insurance and Risk

you must take out and maintain insurance with a reputable insurer in respect of the following:

- (a) public liability insurance in an amount of at least \$10 million for any single event;
- (b) any other insurance for an amount and on terms reasonably required by us.

you must:

- (a) if requested by us, give to us a copy of the insurance policy and/or a certificate of currency issued by the insurer for any policy referred to in clause 4.15 within 14 days of receipt of such request;
- (b) not do or allow anything to be done on the Site which may increase the premium payable for any insurance concerning the Site;
- (c) not do or allow anything to be done which prejudices any insurance concerning the Site; and
- (d) not without our prior written consent, vary, cancel or allow to lapse any insurance referred to in clause 4.15.
- (e) you acknowledge and agree that:
- (f) you and your servants, agents and invitees enter the Land and Building, and access the Site at your own risk;
- (g) the Co-located Equipment remains at your risk at all times; and
- (h) you are responsible for insuring the Co-located Equipment.

4.16. Removal Of Co-located Equipment:

- (a) after the Expiry Date and within 14 days of receipt of a notice to do so, or within 7 days of earlier termination of this Agreement, you must:
 - i. at your cost, remove all Co-located Equipment from the Site; and
 - ii. make good all damage caused by reason of such removal (having regard to the condition of the Site at the Start Date), subject to fair wear and tear.
- (b) if you fail to remove the Co-located Equipment within the time specified in clause 4.16 (a) we may do any one or more of the following, at your cost and without notice:
 - i. dismantle and remove the Co-located Equipment from the Building;
 - ii. repair any damage to the Building resulting from ACURUS dismantling and removal of the Co-located Equipment;
 - iii. store the Co-located Equipment;
 - iv. deliver the Co-located Equipment to you;
 - v. sell or otherwise dispose of the Co-located Equipment; and
 - vi. take title to the Co-located Equipment.

4.17. Cross Connection:

- (a) If you desire to connect the Co-located Equipment to equipment of any Carrier other than us, or to gain access to such Carrier's services at the Facility or to provide access to our services to such Carrier at the Facility ("services"), you must:
 - i. provide 60 days prior written notice in writing to us giving full details of the services including but not limited to:
 - 1. name and details of the other Carrier;
 - 2. specific technical details of the proposed service;
 - 3. details of the proposed installation;
 - 4. your requirements and those of the other Carrier including space and equipment;

5. technical drawings if applicable;
 6. any other details requested by us.
- ii. obtain our prior written approval;
 - iii. ensure that all proposed services meet the technical specifications and other requirements required by us;
 - iv. be responsible for the co-ordination of the installation and delivery, and meet our requirements for the same;
 - v. be responsible for negotiating, setting and monitoring the terms and conditions, warranties and agreements with each Carrier;
 - vi. meet all costs associated with the services, including our costs of assessing the application; and
 - vii. pay to us the relevant Cross Connection Charge.
- (b) we will have no liability whatsoever in respect of the services.

4.18. Indemnity:

- (a) you must indemnify us from and against:
- i. any loss, damage, liability, cost or expense suffered by us by reason of, or arising from or in connection with, your act, neglect or default, or the act, neglect or default of your agents, employees, contractors or invitees, in the performance of any term, condition or covenant contained in the Standard Agreement or resulting from your access to and/or occupation of the Site or the Co-located Equipment; and
 - ii. all liability, loss, damage, expense or cost (including reasonable legal costs), which may be brought or made against us, by any person or any damage suffered by us in respect of or arising out of:
 1. any claim, action or proceeding by a third party against us as a result of the use, installation, maintenance, removal or existence of the Co-located Equipment within the Site;
 2. any Interference to the ACURUS Network or any other equipment in the Building or on the Land which is caused by or contributed to by the Co-located Equipment or its operation or any transmission to or from the Co-located Equipment. PROVIDED ALWAYS that this indemnity shall not operate to the extent that our negligent act, omission or default contributed to the liability, loss, damage, expense or cost.
- (b) each indemnity contained in clause 4.18(a) is:
- i. a continuing obligation and remains in full force and effect after the termination of the Standard Agreement; and
 - ii. a separate and independent obligation.

5. GENERAL TERMS AND CONDITIONS

5.1. General Terms and Conditions

5.1.1. These are the general terms and conditions (“General Terms and Conditions”) on which we supply Services.

These General Terms and Conditions form part of the Standard Agreement.

5.2. Provision of Services

5.2.1. We agree to supply, and you agree to acquire the Service on these General Terms and Conditions and any specific terms and conditions set out in the relevant Service Description.

5.2.2. You acknowledge that:

- (a) we may provide the Service using a combination of:
 - a. the ACURUS network and ACURUS owned facilities; and
 - b. any extended access tails or network or facility supplied by an Other Supplier (including international terrestrial or satellite links) used to complete supply of the Service to you; and
- (b) you have relied on your own judgement to evaluate the suitability of the Service for the purpose for which you require the Service.

5.2.3. We will use reasonable endeavours to meet your Requested Delivery Date for initial supply of the Service to you but we do not represent or warrant that we will deliver the Service by that date.

5.2.4. You acknowledge and agree that before commencing supply of the Service we may, as reasonably determined by us, need to modify or install equipment and make arrangements with Other Suppliers for the provision of the Service.

5.2.5. You may at any time request in writing a Variation to the Service but we will be under no obligation to vary the Service unless and until we accept such request. Such Variations will be charged at the rates notified to you by us at the time. As part of your request to vary the service we may vary or update the Minimum Term which applies to the varied Service. Any variation to the service must be agreed to in writing by both parties. Unless otherwise agreed in writing by the parties, the Minimum Term applicable to the varied Service will be amended to commence on the earlier of:

- (a) the date on which we first notify you that the varied Service is ready for use; and
- (b) the date on which you first use the varied Service.

5.2.6. You must comply with any reasonable instructions given by us, and provide all information and assistance reasonably required by us, in order to enable us to comply with any request or direction of a government agency, emergency services organisation or other competent authority for reasons of health, safety or the quality of the Service.

5.2.7. If you re-supply the Services to an end user you agree that you will be responsible for receiving from and responding to, the end user directly in relation to fault reports and other complaints or enquiries about the Services. You are solely responsible for billing, invoicing and collecting payments from that end user in respect of the Services and you will be liable for the Services regardless of the extent to which you are able to recover charges from the end user.

- 5.2.8. It is technically impractical to guarantee that the Service will be continuous or fault free. We will use reasonable endeavours to meet the Service Levels and will undertake to provide the Service using all the reasonable skill and care of a competent carriage service provider.
- 5.2.9. Subject to clause 5.2.10, if we fail to achieve the relevant Service Levels in any one month, you will be entitled to a rebate of the Recurring Charge for that month, calculated by reference to the percentage rate rebates specified in the relevant Service Level. We will notify you of any non-detrimental changes by posting the change on our website. In relation to detrimental changes, you will be notified in accordance with section 480A of the Act.
- 5.2.10. You will not be entitled to a rebate pursuant to clause 5.2.9 where:
- (a) failure to achieve the Service Levels is caused directly or indirectly by, or arises from or in connection with:
 - i. a Force Majeure Event;
 - ii. a Planned Outage;
 - iii. any act or omission of you or your contractors or other personnel;
 - iv. variation in the Service caused by a technical features of the Service which may include without limitation packet loss;
 - v. the exercise of our right to suspend the Service pursuant to clause 5.5.1;
 - (b) we fail to meet a Conditional Ready For Service Date; or
 - (c) where you have failed to claim any applicable credit and/or rebates from Us within 90 days of the qualifying service fault or rebate triggering event occurring.
- 5.2.11. Where you report faults with the Service, we will promptly perform, or arrange to be performed, appropriate tests to determine the location and cause of any fault. You must provide all necessary assistance to enable location and repair of any fault which is our responsibility or the responsibility of an Other Supplier whose network the ACURUS network is interconnected to.
- 5.2.12. Where we determine, acting reasonably, that there is a fault within the ACURUS network, we are responsible for correcting the fault.
- 5.2.13. We are not responsible for any fault which is within the network of any interconnected Other Supplier. We will notify that Other Supplier of the fault and request that the fault be corrected promptly but we will bear no further liability or responsibility.
- 5.2.14. Where we respond to a fault reported by you concerning the Service and we determine, acting reasonably, that:
- (a) the fault is caused by Your Equipment; or
 - (b) no fault in the Service is found to exist.

We may charge you additional charges calculated by reference to our current standard man-hour rate for time expended.

5.3. Period of Agreement

5.3.1. This Standard Agreement commences on the Commencement Date and will continue for the Minimum Term and then on a month to month basis unless otherwise determined in accordance with the terms of this Standard Agreement.

5.4. Termination

5.4.1. We may without liability terminate the supply of the Service or part of the Service to you with immediate effect from the date of service of a notice to you (or with effect from such later date as we may specify in such notice) if:

- (a) you default in the payment of any Charges by the due date and fail to remedy such default within 14 days of written notice from us;
- (b) subject to paragraph (a), you default in the performance or observance of any obligation under this Standard Agreement and, in the case of a breach capable of remedy, you fail to correct that breach within 14 days of written notice from us;
- (c) you are in breach of any licence, permit or authorisation relating to the connection of Your Equipment to the Service Delivery Point or the use of the Service and you fail to remedy such breach within 14 days of written notice from us;
- (d) we reasonably suspect fraud or misuse of the Service on your part; or
- (e) you are in breach of clauses 5.10.1 or 5.10.2.

5.4.2. Either party ("Affected Party") may at any time without liability terminate this Agreement, with immediate effect from the date of service of a notice (or with effect from such later date as the Affected Party may nominate in such notice), if an Insolvency Event occurs with respect to the other party.

5.4.3. After the expiration of the Minimum Term, either party may terminate this Agreement by giving 30 days written notice to the other, provided that such notice does not take effect on any day other than the last day of a calendar month.

5.4.4. You will remain liable for all Charges up to the date of termination.

5.4.5. You may terminate the Service at any time prior to expiry of the Minimum Term by:

- (a) giving to us 30 days written notice of your intention to terminate, provided that such notice does not take effect on any day other than the last day of a calendar month; and
- (b) paying to us an amount calculated by multiplying the Recurring Charge, payable by you under this Standard Agreement, by the remaining months (or part thereof) of the Minimum Term.

5.4.6. You may Downgrade the Service at any time prior to expiry of the Minimum Term by:

- (a) giving to us 30 days written notice of your intention to Downgrade the relevant Service, provided that such notice does not take effect on any day other than the last day of a calendar month; and
- (b) paying to us the aggregate of:

- a. the reduced Recurring Charge, adjusted as a result of the Downgrade (as determined by us in accordance with our then current rates) for the period from the date of the Downgrade until the expiry of the Minimum Term; and
 - b. an amount calculated by multiplying that amount being the difference between:
 - i. the Recurring Charge which you previously agreed to pay; and
 - ii. the reduced Recurring Charge referred to in clause 5.4.6 (b).a, by the remaining months, or part thereof, of the Minimum Term.
- 5.4.7. If we elect to exercise any right to terminate the Service prior to expiry of the Minimum Term pursuant to clause 5.4.1 or clause 5.4.2, you must pay to us, ~~by way of liquidated damages~~, the fee referred to in clause 5.4.4(b) which the parties acknowledge is a genuine pre-estimate of the losses which we will suffer as a result of early termination of the Service.
- 5.4.8. On termination for any reason all Charges (including the fee referred to in clauses 5.4.4, 5.4.6 and 1) and all other amounts owing by you to us, shall become immediately due and payable.
- 5.4.9. Clauses 5.4.6, 1 and 5.4.8 do not otherwise limit your liability to us on termination.
- 5.4.10. Termination does not affect any accrued rights or liabilities of either party nor does it affect any provision that is expressly or by implication intended to operate after termination.
- 5.5. Suspension**
- 5.5.1. Although we will endeavour to give you as much notice as reasonably practicable, we may, without liability, suspend the Service immediately (including without notice):
- (a) if we are required to comply with an order, instruction or request of a government agency, emergency services organisation or other competent authority;
 - (b) if we are required to undertake emergency repair, maintenance or service of any part of the ACURUS network (or an interconnected Other Supplier is required to undertake such emergency work on its network);
 - (c) if it is reasonably required to reduce or prevent fraud or interference within the ACURUS network
 - (d) as an alternative to the exercise of our rights of termination under this Standard Agreement.
- 5.5.2. If we suspend the Service pursuant to clause 5.5.1(d) you acknowledge and agree that:
- (a) we may charge you a re-connection fee;
 - (b) while the Service is suspended, we will continue to incur costs of supply associated with keeping that Service in a suspended state; and
 - (c) except in the case of Usage Based Charges, all Charges in relation to the Service will continue to accrue while suspended and will be payable by you.
- 5.6. Billing**
- 5.6.1. We will endeavour to invoice you monthly but reserve the right to bill at different intervals. We will provide you with a breakdown of the fees and Charges payable in each invoice. Our records and/or any relevant Other Supplier's records will be conclusive evidence of usage of the Service and the Charges payable by you. Notwithstanding this, you may dispute an invoice if you reasonably believe that you are not liable to pay the Charges because of an inaccuracy, omission or error in the invoice.

For the avoidance of doubt, this does not affect your obligation to make payment in full by the due date. If the parties agree that the dispute is valid, your account will be credited the relevant amount.

- 5.6.2. We will invoice for, and you will be liable for all Charges in respect of the Service commencing on and from the Service Start Date.
- 5.6.3. Unless otherwise expressly stated in the Standard Agreement, we will bill you:
- (a) in advance for Installation and Recurring Charges; and
 - (b) in arrears for Usage Based Charges.
- 5.6.4. We may pass on charges to you, which we have incurred from our Suppliers (including increases and special or one-off charges) with written notice to you with 1 calendar month notice period. You will pay us in accordance with clause 5.7.3 any charge which any Other Supplier renders to us for connection or initiation of any Service or for cancellation of any Service. Charges must be agreed to by both parties in writing.
- 5.6.5. Processing and verification procedures (including delays in receipt of billing information) may mean that not all Charges during the period covered by a bill can be included in that bill. We may include those Charges in any subsequent bills.
- 5.6.6. We reserve the right to re-issue any bill if any error is subsequently discovered.
- 5.6.7. You are liable for all Charges whether or not you authorised the particular use of the Service by another person and you will continue to be liable for the Charges if you allow another person to occupy Your Premises or use the Service.
- 5.6.8. We will be entitled to set off in whole or in part any amounts due and payable by us to you, against the whole or a proportionate part of any amount due and payable by you to us under this Standard Agreement.

5.7. Charges and Payment

- 5.7.1. After expiry of the Minimum Term, the relevant Charges will continue on a monthly basis, subject to change upon 30 days prior written notice of new rates or publication of new rates.
- 5.7.2. Where a minimum Usage Based Charge is provided for in the Application for Service, that amount will apply even if you have incurred lower Usage Based Charges or no Usage Based Charges in that calendar month.
- 5.7.3. You must pay all fees and Charges within 30 days of the date of invoice.
- 5.7.4. We reserve the right to charge interest on any part of the Charges or any applicable Tax not paid to us by the due date. Interest will be charged from the due date until payment at a rate equal to 3% above the Commonwealth Bank Corporate Overdraft Reference Rate or such other comparable rate chosen by us most recently published before that date. You will be liable to pay to us all expenses (including reasonable legal costs and expenses and the fees of our debt recovery agents) incurred by us in relation to recovering payments due under this Standard Agreement.

- 5.7.5. We reserve the right to withdraw any discounts that you receive from us in connection with the supply of the Service where payment is not received within the terms of Clause 5.7.3.
- 5.7.6. The Charges for the Service do not include any amount on account of Tax. If any Tax is payable by us in relation to, or on any supply under or in connection with, this Standard Agreement, we will increase the Charges or charge you an additional amount on account of the Tax. These will be your responsibility and will be itemised on your bill or an adjustment note.
- 5.7.7. Where we become liable to any penalties or interest as a result of the late payment of any Tax (whether the Tax is included in an amount of consideration expressed in this Standard Agreement or not), due to your failure to comply with the terms of this Standard Agreement (including this clause) or your obligations under any applicable law, then an additional amount equal to those penalties and interest will be payable to us.
- 5.7.8. You acknowledge and agree that we may at our discretion pay commissions to any of our agents, representatives or retailers who introduce you to us.

5.8. Personal Information

- 5.8.1. You authorise us to collect, use and disclose Personal Information about you for the primary purpose of the supply or proposed supply to you of the Service. If you do not provide all the Personal Information we request from you, we may be unable to supply the Service to you or we may be restricted in the way we supply that Service to you.
- 5.8.2. You also authorise us to collect, use and disclose Personal Information about you for related (or secondary) purposes including:
- (a) assessing creditworthiness as set out in clause 5.9;
 - (b) all purposes associated with the provision of telecommunications services to you, including billing and account management;
 - (c) to provide you with information about products and services which we, may provide to you;
 - (d) implementing this Standard Agreement;
 - (e) business planning and product development; and
 - (f) complying with legal requirements.
- 5.8.3. You authorise us to disclose Personal Information about you to:
- (a) any Other Supplier who need access to the Personal Information to provide us with goods or services, enabling us to supply you with the Service (including the investigation and resolution of disputes or complaints concerning the provision of the Service); or
 - (b) any Related Body Corporate of ours.
- 5.8.4. You acknowledge that in certain circumstances, we may be permitted or required by applicable laws to use or disclose Personal Information about you. Such uses or disclosures may include:
- (a) disclosures to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
 - (b) uses or disclosures in accordance with court orders or if required or authorised by law;
 - (c) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety or to public health or safety; or

- (d) uses to assist in internal investigations conducted by us into suspected fraud, misuse of the Service or other unlawful activities.

5.8.5. We will provide you with access to any of your Personal Information held by us, at your request. We reserve the right to charge a reasonable fee for the provision of this information. We agree to correct or amend any of your Personal Information held by us which is inaccurate or out of date, at your written request.

5.8.6. We will handle your Personal Information in accordance with the requirements of relevant laws and industry standards.

5.8.7. Subject to compliance with this clause 5.8, we may, at any time in our absolute discretion:

- (a) intercept the Service or the data being transmitted over the Service, for the purpose of complying with our obligations at law; and
- (b) monitor use of the Service.

5.9. Credit Information

5.9.1. For the purposes of assessing and processing your Application for Service, establishing your account and the ongoing credit management of your account, you authorise us to use and disclose your Personal Information to a credit reporting agency, including the following information:

- (a) personal identifying details, including your name, current and previous addresses, date of birth, employer and driver's licence number;
- (b) details of your Application for Service and/or other services supplied to you;
- (c) the fact that you have applied for credit and the amount;
- (d) the fact that we are a credit provider to you and any credit limits on your accounts;
- (e) the amount of any payments which are overdue for at least 60 days;
- (f) where an overdue payment has been previously reported, advice that the payment is no longer overdue;
- (g) cheques or credit card payments which have been dishonoured;
- (h) court judgments or bankruptcy orders made against you;
- (i) that, in our opinion, you have committed a serious credit infringement; and
- (j) that we have ceased to provide the Service to you.

5.9.2. Subject to our obligations under the Privacy Act 1988 and the Act, we may give the information referred to in clause 5.9.1 to a credit reporting agency to obtain a consumer credit or commercial credit report about you or to allow the credit reporting agency to create or maintain a credit information file about you. You agree that we may disclose a credit report about you to any credit provider, debt collecting agency or any Other Supplier for the purposes of assessing your creditworthiness or to collect overdue payments.

5.9.3. You authorise us to seek from, or give to:

- (a) other credit providers;
- (b) other Carriers or carriage service providers;
- (c) credit reporting agencies;
- (d) Other Suppliers; or
- (e) any other person or body carrying on the business or undertaking involving the provision of information about commercial credit-worthiness, information about your commercial activities, your

creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988 or for purposes permitted under that Act.

5.9.4. You authorise us to obtain and use your Personal Information for the purposes of:

- (a) assessing and processing your Application for Service;
- (b) assessing any application by you for credit or commercial credit to be provided by us; and
- (c) establishing your account and the ongoing credit management of your account, including collecting payments that are overdue in respect of any credit or commercial credit provided by us.

5.9.5. We may:

- (a) refuse an application for;
- (b) monitor the usage of;
- (c) restrict your access to;
- (d) suspend; or
- (e) cancel, the Service on the basis of our credit assessment of you, after consultation with you to confirm the accuracy of the assessment.

5.10. Customer Use & Indemnity

5.10.1. You must not use or permit any use of the Service:

- (a) to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;
- (b) in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
- (c) in, or in relation to, the commission of an offence against any applicable law.

5.10.2. You must not, and must use reasonable endeavours to ensure that other persons do not interfere with, or attempt to interfere with, the operation of:

- (a) the Service;
- (b) the ACURUS network;
- (c) the network of an Other Supplier that is interconnected to the ACURUS network; or
- (d) any ACURUS Equipment or facilities associated with the Service.

5.10.3. You will indemnify us against all costs, losses, damages, actions, proceedings, claims, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by us as a result of:

- (a) any personal injury to, or death of, any person or any loss of, or damage to, any personal property (including without limitation the Equipment) caused by or arising from your breach of this Standard Agreement or your acts or omissions (or those of any person for whom you are responsible); or
- (b) a breach by you of clauses 5.10.1, 5.10.2 or 5.11.1;
- (c) your acts or omissions (or those of any person for whom you are responsible) relating to the use, or attempted use, of the Service or otherwise arising in connection with our supply of (or delay in supply or failure to supply) the Service; and
- (d) a claim by an end user arising out of or in connection with the supply or cessation of supply of the Services.

- 5.10.4. If ACURUS uses the services of another Carrier in providing the Services, the Customer will indemnify ACURUS for all Loss suffered by ACURUS as a result of a claim by the Customer or a third party against such Carrier (excluding claims for death, personal injury or physical damage to tangible property) arising from or in connection with the supply or cessation of supply of the Services. Loss means costs, loss, damage, liability or expenses (including all reasonable legal costs, fees and expenses).
- 5.10.5. If we grant you access to ACURUS Customer Service Online Centre for the purposes of requesting a new Service, a Variation to a Service or access to information concerning your account, you must ensure that:
- (a) your username and password are kept safe and secure, and are only used by you;
 - (b) you do not disclose your username or password to any other person and take all reasonable steps to ensure that no third party obtain your username or password; and
 - (c) If your username or password is lost or stolen or you are aware or ought to be aware or suspect that another person knows or has used your username and password, you immediately change your password.
- 5.10.6. You acknowledge and agree that:
- (a) we will use such measures as we consider reasonable to assist in ensuring the security of the Customer Service Online Centre. However, we cannot guarantee that any data transmission over the Internet is totally secure;
 - (b) you are solely responsible for your own anti-virus and security measures while using the Internet to access the Customer Service Online Centre;
 - (c) we exclude any and all liability for any loss or damage suffered by you as a result of any unauthorised access to your account over the Internet or as a result of your acts, omissions or negligence;
 - (d) the information contained in the Customer Service Online Centre will be updated periodically and will change from time to time; and
 - (e) we will not be liable for any inaccuracy, incompleteness or alteration of any information contained in the Customer Service Online Centre.

5.11. Your Equipment & Access

- 5.11.1. You must ensure that any of Your Equipment:
- (a) has all necessary regulatory approvals;
 - (b) is not prohibited by the ACA;
 - (c) complies with all applicable regulatory standards;
 - (d) is approved by us; and
 - (e) is capable of operating with the Service.
- 5.11.2. We may require you to immediately cease using and disconnect Your Equipment or, if you fail to do so, we may disconnect Your Equipment from the Service, if:
- (a) there are faults with Your Equipment causing interference with the Service;
 - (b) you do not fulfil your obligations under this clause 5.11 or clause 5.7; or
 - (c) we reasonably consider that Your Equipment may:
 - a. cause death or personal injury;

- b. cause damage to our property or the property of a third party; or
- c. materially impair the operation of the ACURUS network or the network of an Other Supplier that is interconnected to the ACURUS network.

5.11.3. You must use your best endeavours to do everything to assist us to provide the Service, including but not limited to:

- (a) notifying or obtaining any necessary permission from or co-operation of a Carrier or other person for the connection or maintenance of ACURUS Equipment or for the connection to your side of the Service Delivery Point; and
- (b) allowing us (or where relevant, the lessor or licensor of the ACURUS Equipment to us) safe access to the ACURUS Equipment, Your Equipment and any of Your Premises at which a Service is to be provided during normal business hours and at such other times as the parties mutually agree.

5.11.4. You must ensure that the access so provided is safe and in compliance with relevant health and safety regulations and requirement. We will ensure that our personnel comply with your reasonable directions while on Your Premises.

5.12. ACURUS Equipment

5.12.1. Except as expressly provided by this Standard Agreement:

- (a) you will bear the risk of loss or damage to any ACURUS Equipment used or located on Your Premises or whilst in your possession or control;
- (b) the ACURUS Equipment always remains our property (or where relevant the lessor or licensors of the ACURUS Equipment to us);
- (c) you will ensure that, you have all necessary consents and approvals (including landlord approval where applicable) necessary or desirable for us to deliver, install and maintain the ACURUS Equipment at the Access Site;
- (d) you will not part with possession of the ACURUS Equipment except to us and will comply with all our reasonable directions relating to our rights of ownership of the ACURUS Equipment;
- (e) you will provide a suitable physical environment at Your Premises for the storage and operation of the ACURUS Equipment including supplying an adequate power supply for the operation of the ACURUS Equipment;
- (f) you must ensure that the ACURUS Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;
- (g) you must take good care of the ACURUS Equipment while it is in your possession or control and must notify us immediately if you become aware of any damage to or malfunction of the ACURUS Equipment;
- (h) you will be liable to us for all loss of, or damage to, the ACURUS Equipment while at Your Premises or whilst in your possession or control, apart from fair wear and tear; and
- (i) you will only use the ACURUS Equipment in accordance with the manufacturer's specifications or our written directions.

5.12.2. We may at any time change, modify, replace or service the ACURUS Equipment provided that the performance of the Service is not materially adversely affected.

- 5.12.3. We may charge you for any repair, maintenance or replacement of the ACURUS Equipment due to events other than normal wear and tear, including but not limited to:
- (a) Force Majeure Events;
 - (b) failure to use that ACURUS Equipment in accordance with this Standard Agreement;
 - (c) any act of wilful damage or interference by a party other than us, our employees or agents;
 - (d) negligent use or misuse of that ACURUS Equipment by a party other than us, our employees or agents;
 - (e) any failure or fluctuation of the electrical power supply to that ACURUS Equipment, or any external electromagnetic interference or any failure of air-conditioning and humidity control for that equipment; or
 - (f) the performance of maintenance services by a party other than us or service personnel approved by us.

5.13. Carrier Services

- 5.13.1. If we use the services of an Other Supplier in providing the Service, you agree to comply with any reasonable direction given by us necessary to avoid causing any breach by us of the relevant Other Supplier's terms and conditions of supply applicable to that service.

5.14. Liability

- 5.14.1. Except as expressly provided to the contrary in this Standard Agreement and to the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Service supplied under this Standard Agreement or our obligations under this Standard Agreement are excluded.
- 5.14.2. Where any Act of Parliament implies in this Standard Agreement any term, and that Act of Parliament voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is deemed to be included in this Standard Agreement.
- 5.14.3. To the extent permitted by law, our liability for breach of an express term or implied term of this Standard Agreement in contract, negligence or any other tort under any statute or otherwise, is limited to one of the following remedies at our discretion:
- (a) if the breach relates to services, the resupply of the Service or the payment of the cost of resupplying the Service; or
 - (b) if the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the payment of the cost of such replacement, the repair of such goods or the cost of such repair.
- 5.14.4. To the extent permitted by law, either you or ACURUS agrees to exclude liability to the other party for any consequential loss, indirect loss, loss of profits of any kind, loss or corruption of data, interruption to business, loss of revenue and economic loss of any kind, whether in contract, negligence or any other tort under any statute or otherwise.
- 5.14.5. To the extent permitted by law, the rebate provided under clause 5.2.9, will be your sole remedy in respect of any event giving rise to our failure to achieve any Service Level and we exclude any other liability to you in connection with this Standard Agreement in respect of our failure to achieve any Service Levels, whether in contract, negligence or any other tort, under any statute or otherwise.

5.14.6. To the extent permitted by law, our aggregate liability to you in connection with this Standard Agreement in respect of all claims, whether in contract, negligence or any other tort, under any statute or otherwise, will not exceed the amount paid to us by you during the Minimum Term.

5.15. Confidentiality

5.15.1. We retain all rights in the Confidential Information.

5.15.2. You will:

- (a) keep all Confidential Information confidential;
- (b) not disclose or allow any Confidential Information or the terms of this Standard Agreement or Application for Service (including pricing) to be disclosed to any third party without our prior written consent; and
- (c) return all Confidential Information (including all copies) to us within 7 days of request by us.

5.15.3. You will not use Confidential Information or the terms of this Standard Agreement, which you acquire from us for any purpose other than use of the Service or as otherwise expressly permitted by us and, in particular, will not use Confidential Information in any way which may cause us loss, whether by way of damage to our reputation, financial loss, or otherwise.

5.16. Force Majeure

5.16.1. We are not liable for any failure to perform, or for any delay in performing any of our obligations under this Standard Agreement where the failure or delay is occasioned by:

- (a) strike or other industrial action;
- (b) any act or omission by you or any third party, including failures or delays by Other Suppliers;
- (c) legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licences or authorities;
- (d) fire, flood, war or cable cut; or
- (e) any other event beyond our reasonable control.

5.17. General

5.17.1. This Standard Agreement is governed by and construed in accordance with the laws Victoria. The parties submit to the jurisdiction of the Courts of Victoria and any court hearing appeals from those Courts.

5.17.2. This Standard Agreement contains the whole understanding of the parties to the exclusion of any prior agreement, representation or understanding relating to the Service.

5.17.3. You may not assign, mortgage, charge, sublicense or otherwise deal with your rights, or subcontract or otherwise delegate any of your obligations under this Standard Agreement without our prior written consent. We may assign or otherwise delegate all or any of our rights and obligations under this Standard Agreement to a Related Body Corporate or other person.

5.17.4. A notice, approval or consent, to be issued under this Standard Agreement must be in writing and in the absence of evidence to the contrary will be taken to be received:

- (a) if left at the address of the addressee, at the time it was left;
- (b) if sent by ordinary post, on the third day after posting;

- (c) if sent by express post, on the next day; and
- (d) if sent by facsimile, at the time recorded on a transmission report from the machine from which the facsimile was sent.

- 5.17.5. Any waiver of a breach of any obligation by you relates only to the particular breach and not to any other or subsequent breach, and will not prejudice our rights to take subsequent action. A waiver under this clause will only be valid if it is in writing and signed by the party against whom such waiver is claimed.
- 5.17.6. If a provision of this Standard Agreement is void or voidable or unenforceable or the invalid part severed, the remainder of this Standard Agreement will not be affected.
- 5.17.7. Subject to section 480A of the Act, we may at any time vary any part of this Standard Agreement.
- 5.17.8. In this Standard Agreement, unless the context requires another meaning:
- (a) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (b) headings are for convenience only and do not affect interpretation;
 - (c) a reference:
 - a. to the word "including" or "includes" means "including, but not limited to" or "includes, without limitation";
 - b. to the singular includes the plural and vice versa;
 - c. to a gender includes all genders;
 - d. to a document (including this Standard Agreement) is a reference to that document (including any Schedules) as amended, consolidated, supplemented, novated or replaced;
 - e. to a party means a party to this Standard Agreement;
 - f. to a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this Standard Agreement;
 - g. to a person (including a party) includes:
 - i. an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency; and
 - ii. the person's successors, permitted assigns, substitutes, executors and administrators;
 - h. to a law:
 - i. includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange; and
 - ii. is a reference to that law as amended, consolidated, supplemented or replaced; and
 - iii. includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
 - (d) to proceedings includes litigation, arbitration and investigation;
 - (e) to a judgment includes an order, injunction, decree, determination or award of any court or tribunal;
 - (f) to time is to Melbourne time; and
 - (g) to your acts or omissions, includes the acts or omissions of your employees, agents and contractors.

6. ACURUS SERVICE LEVELS

These Service Levels cover the following internet service categories:

- (a) ACURUS NBN SERVICE;
- (b) ACURUS 3G/4G LTE SERVICE;
- (c) ACURUS FIBRE SERVICE;
- (d) ACURUS HYBRID NETWORK SERVICE;
- (e) ACURUS SIP VOICE CONNECT SERVICE
- (f) ACURUS DATA CENTRE RACK SERVICE

For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

6.1. ACURUS NBN SERVICE LEVELS

Services delivered using NBN Ethernet TC-2 access service (all speeds) is offered with Acurus Enhanced SLA 12 (24x7) by default.

NBN Enhanced SLA is available as an additional option on NBN Ethernet TC-4 services (at additional cost), which by default has a best effort SLA.

The Enhanced Service Levels that are supported are:

NBN Ethernet Enhanced Fault Rectification Service Option	NBN Network Types
NBN Enhanced Fault Rectification Service – 4 hour response (8/5)	Fibre, FTTB, FTTN, and FTTC
NBN Enhanced Fault Rectification Service - 4 hour response (24/7)	Fibre, FTTB, FTTN, and FTTC
NBN Enhanced Fault Rectification Service – 6 hour response (8/5)	Fibre, FTTB, FTTN, and FTTC
NBN Enhanced Fault Rectification Service - 6 hour response (24/7)	Fibre, FTTB, FTTN, and FTTC
NBN Enhanced Fault Rectification Service – 8 hour response (8/5)	Fibre, FTTB, FTTN, and FTTC and HFC
NBN Enhanced Fault Rectification Service - 8 hour response (24/7)	Fibre, FTTB, FTTN, and FTTC and HFC
NBN Enhanced Fault Rectification Service – 12 hour response (8/5)	Fibre, FTTB, FTTN, and FTTC and HFC
NBN Enhanced Fault Rectification Service - 12 hour response (24/7)	Fibre, FTTB, FTTN, and FTTC and HFC

6.2. ACURUS FIBRE SERVICE LEVELS

The following service levels cover our provision of managed services for the ACURUS FIBRE SERVICE. For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

Parameter	Time Period	Outage	Rebate
Service Availability	8AM - 5PM Monday - Friday	>2 < 4 hours	5% of ACURUS FIBRE SERVICE FEE
Service Availability	8AM - 5PM Monday - Friday	>4 < 6 hours	10% of ACURUS FIBRE SERVICE FEE
Service Availability	8AM - 5PM Monday - Friday	>6 < 12 hours	15% of ACURUS FIBRE SERVICE FEE

Service Availability	8AM - 5PM Monday - Friday	> 12 hours	20% of ACURUS FIBRE SERVICE FEE
----------------------	---------------------------	------------	---------------------------------

The following service levels cover our provision of managed services for the ACURUS DATA CENTRE RACK SERVICE. For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

6.3. ACURUS DATA CENTRE RACK SERVICE LEVELS

6.3.1. Installation Targets

The details below are the service installation lead times and are calculated from the date of written acceptance by us of your Application for Service.

Access	Time
All Co-Locate Services	
Add new racks/cabinets and cabling for customer:	
Space/power not available in Co-Locate room	To be negotiated
Space/power available in Co-Locate room	10 Business Days
Incremental add/change to existing customer racks/cabinets	10 Business Days
Add cabling for increased capacity and/or power requirements	5 Business Days

6.3.2. Maintenance

Except in cases of emergency, ACURUS will use its best endeavors to provide the customer with reasonable notice of any planned maintenance requirements and to schedule such maintenance in consultation with the Customer.

The following service levels cover our provision of managed services for the ACURUS SIP VOICE CONNECT SERVICE. For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

6.3.3. ACURUS SIP VOICE CONNECT PERFORMANCE TARGET

Parameter	Time Period	Target	Rebate
Service Availability: Voice Services except Call Recoding, Audio and Video Conferencing.	24x7x365	> 99.9%	10% of SIP VOICE CONNECT SERVICE FEE

6.3.4. ACURUS SIP VOICE CONNECT SEVERITY AND SERVICE LEVELS FOR SUPPORT

The following table outlines the severity levels, response times, description of service incidents, criticality and how these response times are measured

Item	Measurement	Description	Criticality	How Measured	Target Restoration Time
Sev 1 Response Times	>95% of support calls will be responded to within 15 minutes	Service outage to multiple users or sites which has major business impact. May relate to application, infrastructure, networks, or be security related. A severity 1 call must be logged by phone to commit to these times.	Critical	Response time is when an engineer has been assigned a ticket – Service Reports	4 hours
Sev 2 Response Times	>95% of support calls will be responded to within 30 minutes	Service disruption to multiple users with some business impact. A temporary workaround may be in place to reduce business impact. A severity 2 call must be logged by phone to commit to these times.	Critical	Response time is when an engineer has been assigned a ticket – Service Reports	8 hours
Sev 3 Response Times	>95% of support calls will be responded to within 4 hours	Failure to a single user with some business impact to the individual user.	High	Response time is when an engineer has been assigned a ticket – Service Reports	3 business days
Sev 4 Response Times	>95% of support calls will be responded to within 8 hours	A Service request for an individual user. This is the standard response time for Customer support calls.	High	Response time is when an engineer has been assigned a ticket – Service Reports	3 business days
Sev 5 Response	No Service Level, response time, this is as	A Service Request for a group of users, or machines which needs to	Medium	Response time is when an	Reasonable endeavors

Times	agreed	be scheduled at a time convenient to all parties.		engineer has been assigned a ticket – Service Reports	
Sev 6 Response Times	>98% of support calls will be responded to within 15 minutes	Used to track calls relating to users who have been flagged by The Customer as VIP customers. A severity 6 call must be logged by phone to commit to these times.	High	Response time is when an engineer has been assigned a ticket – Service Reports	Reasonable endeavors

6.4. ACURUS HYBRID NETWORK SERVICE LEVELS

The following service levels cover our provision of managed services for the ACURUS HYBRID NETWORK SERVICE. For the avoidance of doubt, these Service Levels do not apply to any other Service, unless expressly provided otherwise.

The time specified for the Service Levels are based on the standard agreed Core Business Hours. The support time stops at the end of the Business Day and recommences at the start of the next Business Day.

Parameter	Time Period	Outage	Rebate
Service Availability	8AM - 5PM Monday - Friday	>2 < 4 hours	5% of ACURUS FIBRE SERVICE FEE
Service Availability	8AM - 5PM Monday - Friday	>4 < 6 hours	10% of ACURUS FIBRE SERVICE FEE
Service Availability	8AM - 5PM Monday - Friday	>6 < 12 hours	15% of ACURUS FIBRE SERVICE FEE
Service Availability	8AM - 5PM Monday - Friday	> 12 hours	20% of ACURUS FIBRE SERVICE FEE

6.4.1. Criticality

Each Service Level has an associated criticality rating based on the impact of this SLA to your business. Our performance against these criticality ratings will be an important measure of performance on a monthly and annual basis.

Criticality	Description
Critical	Failure to meet this Service Level has an immediate and significant impact on your business or on the relationship between us and you.
High	Failure to meet this Service Level has a direct impact on your business or may potentially do so.
Medium	Failure to meet this Service Level has limited impact on your business but repeated failures points to a breakdown in our processes or resourcing.
Low	Failure to meet this Service Level has little or no impact on your business, but points to a breakdown in our processes or resourcing.

6.4.2. Severity and Service Levels for Support

The following table outlines the severity levels, response times, description of service incidents, criticality and how these response times are measured

Item	Measurement	Description	Criticality	How Measured
Sev 1 Response Times	>95% of support calls will be responded to within 15 minutes	Service outage to multiple users or sites which has major business impact. May relate to application, infrastructure, networks, or be security related.	Critical	Response time is when an engineer has been assigned a ticket – Service Reports

		A severity 1 call must be logged by phone to commit to these times.		
Sev 2 Response Times	>95% of support calls will be responded to within 30 minutes	Service disruption to multiple users with some business impact. A temporary workaround may be in place to reduce business impact. A severity 2 call must be logged by phone to commit to these times.	Critical	Response time is when an engineer has been assigned a ticket – Service Reports
Sev 3 Response Times	>95% of support calls will be responded to within 4 hours	Failure to a single user with some business impact to the individual user.	High	Response time is when an engineer has been assigned a ticket – Service Reports
Sev 4 Response Times	>95% of support calls will be responded to within 8 hours	A Service request for an individual user. This is the standard response time for Customer support calls.	High	Response time is when an engineer has been assigned a ticket – Service Reports
Sev 5 Response Times	No Service Level, response time, this is as agreed	A Service Request for a group of users, or machines which needs to be scheduled at a time convenient to all parties.	Medium	Response time is when an engineer has been assigned a ticket – Service Reports
Sev 6 Response Times	>98% of support calls will be responded to within 15 minutes	Used to track calls relating to users who have been flagged by The Customer as VIP customers. A severity 6 call must be logged by phone to commit to these times.	High	Response time is when an engineer has been assigned a ticket – Service Reports