

Schedule 5 emPOWER Network Services

1 Service Description

- 1.1 The emPOWER IT Network Services comprise a pillar of the emPOWER Managed Services portfolio and are made up of discrete service offerings and products as set out below.
- 1.2 The emPOWER IT Network Services are designed to provide you with a high performance network that is managed by us. Our infrastructure environment connects with your Customer Network Equipment at your router or switch. The details of the specific emPOWER IT Network Services, the Minimum Managed Service Requirements, Managed Service Period, Minimum Spend, Fees and other details will be set out on the Service Order.
- 1.3 The emPOWER Network Services are specified in terms of the capacity and performance of the Managed Service being provisioned and not a description of the hardware used to provision those services. These metrics will be specified on the Service Order.
- 1.4 We will supply to you with the emPOWER IT Network Services specified in the Service Order, initially in the quantities specified in the Service Order and otherwise as specified in writing by you from time to time at the Fees specified in the Service Order.
- 1.5 Some emPOWER Network Services require other services (which are subject to other Schedules) in order to for us to provide you with the Managed Services. These pre-requisite services will be set out on the Service Order.

Private IP Networks

- 1.6 Private IP networks comprise secure and transparent data links between all or some of your offices and other sites or between your sites and our Layer 1 network. The links operate as if they are part of your IT infrastructure. There are different types of private IP network which are available as emPOWER Network Services, and the type of private IP network will be set out on the Service Order.

Internet Services

- 1.7 All emPOWER IT Network Services can be configured to provide secure internet access, private IP networks, or required combinations of both internet and private.
- 1.8 As part of the M emPOWER IT Network Services, we will provide the following to you:
 - (a) hardware required to establish and maintain the Managed Service;
 - (b) network capacity and performance;
 - (c) monitoring of the state of the Managed Service (excluding ADSL);
 - (d) maintenance of Customer Network Equipment if you have purchased the relevant Managed Services under an emPOWER Managed Services Schedule;
 - (e) Service Centre support during Business Hours for all incidents and requests associated with the Managed Service;
 - (f) 24*7 Service Centre support for some Managed Services;
 - (g) firewalls & related other security protection;
 - (h) other related Internet services,
to the extent set out on the Service Order.

Other Customer responsibilities

- 1.9 You must ensure that, at your own cost:
 - (a) you comply with any requirements on the Service Order;

- (b) all our equipment and your equipment is located at the sites in such manner and position as is reasonably requested by us to enable us undertake the Managed Services;
- (c) you must have a high-speed Internet connection to access the emPOWER Network Services, and hardware and software that are compatible with the emPOWER Network Services;
- (d) you do not take any action or make any omission (or allow any third party to do so) that prevents us from executing a failover, replication or recovery of Customer Software or Customer Data;
- (e) you must ensure that your Customer Software, Customer Network Equipment, Customer Data and any other software that is to be the subject of our emPOWER IT Network Services or that interfaces with our systems are kept free from viruses, Trojan horses and other malicious code at all times, especially at the time that you request us to failover your Customer, Software and Customer Data to our blueAPACHE Disaster Recovery Environment.

1.10 You will be given a high degree of control over your operating system configuration and management. If you configure and manage your operating system in such a manner that causes disruption to the emPOWER IT Network Services and/or deletion of any data, you will be responsible for any loss that we suffer as a result and may need to pay us an additional charge to fix any problems.

Service Requirements

1.11 We must provide the emPOWER Network Services in accordance with the requirements set out in the following tables:

Table: Fibre, Internet Port, Private Network Port, Inter-Capital Transit

Requirement	Service	
	Metro	Regional
Service Outage maximum duration to resolve	4 hours	12 hours
Service Degradation maximum duration to resolve	12 hours	24 hours
Fault Logging	24 x 7	
Fault Restoration Hours	24 x 7	
Priority 1 Call Acknowledgement for Faults or Service Degradation	30 mins	
Target Resolution for Priority 1 faults	4 hours	

Note "Metro" and "Regional" are defined by the particular carrier.

Table: Fixed Wireless

Requirement	Service	
	Metro	Regional
Service Outage maximum duration to resolve	4 hours	12 hours
Service Degradation maximum duration to resolve	12 hours	24 hours
Fault Logging	24 x 7	
Fault Restoration Hours	24 x 7	
Priority 1 Call Acknowledgement for Faults or Service Degradation	30 mins	
Target Resolution for Priority 1 faults	4 hours	

Note "Metro" and "Regional" are defined by the particular carrier.

Table: Ethernet First Mile + Mid Band Ethernet

Requirement	Service	
	Metro	Regional
Service Outage maximum duration to resolve	12 hours	12 hours plus 2 clear Business Days
Service Degradation maximum duration to resolve	24 hours	24 hours plus 2 clear Business Days
Fault Logging	24 x 7	
Fault Restoration Hours	24 x 7	
Priority 1 Call Acknowledgement for Faults or Service Degradation	30 mins	
Target Resolution for Priority 1 faults	8 hours	

Note "Metro" and "Regional" are defined by the particular carrier.

Table: ADSL, NBN

Requirement	Service	
	Metro	Regional
Service Outage maximum duration to resolve	1 clear Business day	2 clear Business days
Service Degradation maximum duration to resolve	1 clear Business Day	2 clear Business Days
Fault Logging	7:00AM – 7:00PM AEST/AEDT Business Days	
Fault Restoration Hours	7:00AM – 7:00PM AEST/AEDT Business Days	
Priority 1 Call Acknowledgement for Faults or Service Degradation	2 hours	
Target Resolution for Priority 1 faults	2 Days	

Note "Metro" and "Regional" are defined by the particular carrier.

Table: Cellular

Requirement	Service	
	Metro	Regional
Service Outage maximum duration to resolve	2 clear Business Days	3 clear Business Days
Service Degradation maximum duration to resolve	2 clear Business Days	3 clear Business Days
Fault Logging	7:00AM – 7:00PM AEST/AEDT Business Days	
Fault Restoration Hours	7:00AM – 7:00PM AEST/AEDT Business Days	
Priority 1 Call Acknowledgement for Faults or Service Degradation	2 hours	
Target Resolution for Priority 1 faults	2 Business Days	

Note "Metro" and "Regional" are defined by the particular carrier.

2 Exclusions from Scope

Security

- 2.1 We are not responsible for the availability, performance or security of your Customer Network Equipment under this Schedule.

Comparable Services

- 2.2 If, during the post-sales due diligence process we determine that we cannot provide the proposed Managed Service to you, then we will offer a comparable Managed Service. If you choose not to accept the comparable Managed Service then we will terminate that part of the Managed Service. For clarification all other Managed Services that can be delivered as specified in the Service Order will not be terminated.

Customer Network Equipment Support

- 2.3 For customers who have a current agreement for emPOWER Managed Services covering Customer Network Equipment, the support of Customer Network Equipment will be covered under the terms of that agreement.
- 2.4 For customers who do not have a current agreement for emPOWER Managed Services, including those customers who had such an agreement which has lapsed or been terminated, you will require to either provide certain Network Devices or buy certain Network Devices from us, and have those Network Devices powered and connected to our Managed Service. The details of this are set out in Appendix 1 to this Schedule.
- 2.5 You are solely responsible for any Customer Network Equipment and its operation.

Third Party Networks

- 2.6 We do not guarantee the availability of other telecommunication carrier networks. We are not responsible for the non-performance of a third party network provider or provisioning agent for any delay in the Managed Service including access to the Internet by you or for any performance (including availability, capacity or data loss) of third party services.

Change of Components

- 2.7 In addition to any other rights that we may have to vary Managed Services, we reserve the right to vary the components or configuration of this Managed Service at any time without notice to you, unless such a change impacts materially adversely affects the performance of the Managed Service. If we determine that the variation may have a material adverse effect on your Managed Service, then we will inform you of any such variation as soon as possible.

3 Support Centre

- 3.1 We will provide you with access to our Service Centre during the Managed Service Period.
- 3.2 You must ensure that only your IT support team members who are skilled and knowledgeable in your technical and business environment and your applications make Incident Support Requests to our Service Centre. In particular you must ensure that no end user contacts the Support Centre directly.
- 3.3 Your IT support team members may make Incident Support Requests to the Service Centre

3.4 We will deal with each Incident Support Request made to the Support Centre as follows:

Incident Priority Definitions

Description	Definitions
<p>All calls will be classified into one of the following severity levels:</p> <ul style="list-style-type: none"> - Priority One - Priority Two - Priority Three - Priority Four - Priority Five 	<p>Priority One - Critical: Customer's ability to conduct Business has stopped because of a failure of the Managed Service. <i>Examples:</i> blueAPACHE emPOWER Network Managed Service is unavailable or unusable.</p> <p>Priority Two - Urgent: The Managed Service is seriously degraded but can continue its operation via a work-around or incremental resource for a short period of time before business stops. <i>Examples:</i> Extremely slow system performance; network functionality becomes limited.</p> <p>Priority Three - Major: A failure in the Managed Service causes access to a Core Service or other managed application to be lost by a single or small number of users, affecting significant business functionality. Problems or incidents where a work-around exists or can be developed with a small amount of incremental resources.</p> <p>Priority Four - Ordinary: Problem or incident where single users can operate Core Services and other managed applications activities normal, but a definite fault is identified.</p> <p>Priority Five - Requests: Any call from single users or site groups that are requesting a new service or some clarification on an existing service. <i>Example:</i> Requesting a new user logon, printer setup or the meaning of a system message.</p>

Incident Resolution Control

3.5 Incident Support Requests are prioritised by us according to their impact and urgency. We aim to respond and resolve each case within the target timeframes in the following table:

Priority	Call Acknowledgement	Target Response	Target Resolution
Priority One	30 min	2 hours	4 hours
Priority Two	30 min	Same Business Day	1-2 Business Days
Priority Three	30 min	Same Business Day	2-3 Business Days
Priority Four	30 min	Next Business Day	3-4 Business Days
Priority Five (Service Request)	1 hour	Next Business Day	2-5 Business Days

Note: Each time period that is a minute or hour is calculated only during Business Hours, unless you have acquired 24 x 7 Support from us, in which case these time periods are calculated on a 24 x 7 basis for Priority One incidents only.

- 3.6 In this table "Resolution" means an action that will resolve an incident, i.e., allows your users to carry out their business function even if this is achieved by using a temporary work-around, repair or alternative configuration, technology or process.

4 Service Levels

Service Level: Service Availability

- 4.1 We provide Service Level in respect of the Availability of each individual Managed Services is set out in this section

Requirement	Details of our obligation
Service Availability %	<p>The Service Level for Service Availability is:</p> <ul style="list-style-type: none"> (a) where the network is only Fibre, Internet Port, Private Network Port, Inter-Capital Transit at least 99.9% during the calendar month; or (b) where the network is only Fixed Wireless at least 99.8% during the calendar month; or (c) where the network is only Ethernet First Mile + Mid Band Ethernet at least 99.8% during the calendar month; or (d) where the network is only ADSL or NBN at least 99.6% during the calendar month; or (e) where the network is only Cellular at least 99.2% during the calendar month. <p>Service Availability# is calculated as:</p> $1 - (\text{Unplanned Downtime} / \text{Required Uptime})$ <p>Where, for the purposes of calculating Service Availability:</p> <ul style="list-style-type: none"> (a) Unplanned Downtime is the time that the individual Service isn't fully available for use, properly functioning by you, measured in minutes, during the calendar month; and (b) Required Uptime means the total amount of time during the calendar month, measured in minutes.

How is the Service Availability Service Level measured?

- Service Availability is measured and reported monthly via calendar month. The Service Availability may be affected by scheduled maintenance routines.

- 4.2 Unplanned Downtime ceases at the time when we notify you that the Managed Service is available. The notification from us could be in the form of a telephone call, voice message, email or text message.

5 Change Management

- 5.1 We will operate the following change management process:

Services	Description	Specifications
Change Management	The process to manage and track change requests to the Managed Services, systems and applications.	<p>All change requests are to be submitted to the Service Centre. This functions as the control and tracking point for all changes.</p> <p>Change notification request periods are based on the type of change:</p> <p>Planned Projects - Two (2) weeks prior to change date.</p> <p>Non-Emergency – Five (5) days prior to change date.</p> <p>Emergency – Immediately as required#</p>

- Should an **Emergency Change** be performed it must be as a result of imminent Emergency. All such changes will be retrospectively raised as a formal change and any associated major incident actioned and documented accordingly.

6 Service Period, Renewal and Termination

Service Period and Renewal

- 6.1 The commencement date of the Service Period of the emPOWER Network Services shall be the date when the Service under a Service Agreement commences which is:
- (a) The earlier of the date that blueAPACHE notifies Customer that the Service is ready for use or the date that Customer first uses the Service, or
 - (b) such other date agreed by the Parties.
- 6.2 The Minimum Service Period of the emPOWER Network Services shall be 36 months, unless otherwise set out on the Service Order.
- 6.3 The Minimum Service Period (or any subsequent period of the Service Period) can be extended within the last 6 months of the Service Period for a subsequent Service Period of 36 months, or other such Service Period as agreed between the Parties, by requesting a revised Service Order quotation from blueAPACHE.
- 6.4 Should the Minimum Service Period elapse without Customer signing a revised Service Order, out of contract emPOWER Network Services list pricing will apply.

Termination for Convenience

- 6.5 You may terminate the emPOWER Network Services for convenience by giving us 30 days Written Notice. Early termination will attract an Early Termination Payment calculated using the following formulae:
- $$\text{Early Termination Payment} = (A * B) + C,$$
- where;
- "A" is the Minimum Spend;
 - "B" is the remaining term of the Minimum Service Period; and
 - "C" is any outstanding Fees for work done or planned.

7 Pricing and Fees

Fees

- 7.1 You must pay the following Fees for the emPOWER Network Services in this Schedule:



- (a) a variable monthly Fee, which can be renegotiated within 6 months of the current Service Period end date, with a view to extending as per Clause 6.3.
- (b) the variable monthly Fee is based on the pricing schedule as specified in the Service Order;
- (c) a Fee for Moves Adds and Changes ("MACs") as per the pricing schedule as specified in the Service Order.

Monthly Service Fee

- 7.2 Where there is a "Unit Price" (usually specified in the column headed "Quantity" in the Service Order), Fees must be calculated by reference to the quantity provided to you in the relevant month. The initial quantities required by you are usually set out in the column headed "Quantity" in the Service Order. You may change the quantities required for a month by giving Written Notice of the changes at least 5 days prior to the beginning of the relevant month.
- 7.3 If a third party contractor, licensor or supplier of Wholesale Carrier services that we contract with to provide emPOWER Network Services increases the fees and charges payable by us for such during the Service Period, we may pass on such increase to you, as follows:
 - (a) the Fees payable by you to us for the emPOWER Network Service that we supply to you shall be increased by the equivalent percentage of the increase in the fees and charges payable by us to the "Wholesale Carrier" ;
 - (b) we will not increase the Fees under this clause more than once in any 12-month period;
 - (c) we will give you at least fourteen (14) days prior written notice of each increase; and
 - (d) any increase in the Fees under this clause in any 12-month period will not exceed 20% of the amount payable by you for the impacted emPOWER Network Services immediately before the increase became effective.

8 Additional Defined Terms

- 8.1 For the purpose of this Schedule only, the following terms have the meaning given to them in this clause, unless the context requires otherwise:
 - (a) **Wholesale Carrier** means any entity that owns and operates a telecommunications network that sells network capacity to blueAPACHE.

Appendix 1

Customer Equipment

1. You acknowledge that in order to access the Managed Service, you require a Network Device(s) (the hardware device at which the data connection is terminated, for example routers, modems, voice splitter/filter/wireless termination components and/or satellite termination components) along with the power required to run such devices. These items together are the Minimum Service Requirements.
2. We may sell to Customer Network Devices to enable you to access the Managed Service, as set out in the Service Order.
3. Title to any Network Devices purchased by you passes to you when the full purchase price for the Network Device has been received by us.
4. You acknowledge that if Customer's Network Equipment is provided or sourced through any person other than us and if Customer's Network Equipment does not meet the Minimum Service Requirements, you will not be able to successfully access, operate or use the Managed Service. In addition, you will not be entitled to receive customer support relating to any issue other than the quality of the signal delivered to Customer Network Equipment.
5. You are responsible for cabling and the provision of appropriate cables and wall sockets. You must ensure that, where applicable, the telephone number nominated for connection to the Managed Service terminates on a standard telephone socket (RJ11, RJ12 or Type 600) and is no more than two meters from where the modem/NTU is to be located. 240VAC power is also required within 2 meters of the modem/NTU. Should you require us to provide additional telephone or data cabling or wall sockets, you will be charged in accordance with or Fees schedule.

Installing the Service

6. You agree to provide blueAPACHE with access to your premises and reasonable assistance so that we may install and remove equipment necessary for access to the Service (including the Network Devices), connect and disconnect the Service, perform maintenance and generally ensure that the Service complies with the requirements in the Service Order.
7. We may agree with you to a date on which we will seek to connect the Service and we will endeavor to keep to the agreed date but will not be liable for any loss suffered by you if connection is not made on that date.
8. You acknowledge that while we will take reasonable care not to cause any damage, our installation, inspection and maintenance of the Service may cause damage to your property, computer software, hardware or data and may also invalidate your computer's warranty. If, in our representative's opinion, your premises' wiring does not fully comply with Australian Communications Authority (ACA) regulations, we may, at our sole discretion, discontinue installation or maintenance or proceed only on the basis of you indemnifying us in relation to the Service, its installation and maintenance.
9. You must backup all existing computer files by copying them to another storage medium or to another computer before we perform the installation. We do not accept any responsibility or liability for any loss or damage we may cause to your computer, software, files, data or peripherals, even if the loss or damage is caused by our negligent act or omission.
10. We reserve the right to charge for non-standard installation, relocation of LAN, server or computer and power outlets within your premises and/or the reinstallation at a new location. You are responsible for the accuracy of information contained in the Service Order including information concerning the type of connection required. Any reinstallation or retrofit work required as a consequence of inaccurate information in the Service Order will be charged to you at our then current Fee schedule.

Customer Support

11. If we make a service call at your request, we may charge you a service Fee.
12. The operation of Customer Network Equipment, and any repairs to it, are your responsibility. If we repair it, we may charge you for doing so at our then current Fees schedule.

Security

13. You are responsible for maintaining the security of your internet service, including account details and passwords.