

SERVICE SCHEDULE – GLOBAL CUSTOMER PREMISES EQUIPMENT SOLUTIONS

1 SERVICE DESCRIPTION

- 1.1 The Global Customer Premises Equipment Solutions service includes:
- (a) Equipment, which you may purchase or rent from us; and
 - (b) delivery, installation, basic configuration; and
 - (c) if selected by you, hardware maintenance services for the Equipment that we supply to you, (together the “**Service**”).
- 1.2 If you purchase the Equipment from us, Attachment 1 to this Service Schedule applies. If you rent the Equipment from us, Attachment 2 to this Service Schedule applies.

2 DELIVERY AND INSTALLATION

- 2.1 We will:
- (a) deliver and install the Equipment at a time and location we have agreed in advance with you (**Installation Date**); and
 - (b) test the Equipment against ready-for-use criteria agreed with you.
- 2.2 We are not responsible for:
- (a) any customisation or installation of Software other than the Operating System Software; or
 - (b) resolving problems with the Service which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

YOUR RESPONSIBILITIES

- 2.3 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.
- 2.4 You are responsible for the preparation of your Sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.
- 2.5 You must satisfy the additional requirements that may be applicable to the Service, as notified by us from time to time. If such additional requirements are needed, we will give you reasonable notice in writing of when they are set to become applicable. If the additional requirements would cause more than minor detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 2.5.

INSTALLATION DATE

- 2.6 If we are unable to install the Equipment on the Installation Date for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
 - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by the relevant third party supplier to reschedule the Installation Date.
- 2.7 If we are unable to install the Equipment on the Installation Date as a result of our own acts or omissions, you may claim a credit equal to 5% of the non-recurring charge payable for the installation of the Equipment (**Relevant Rebate Charge**) for each Business Day of delay past the Installation Date up to a maximum of 30% of the Relevant Rebate Charge.

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3 HARDWARE MAINTENANCE SERVICES

- 3.1 If set out in your Service Order Form, we will provide hardware maintenance services in respect of your Equipment.
- 3.2 We will aim to meet the following target Response Times depending on what Hardware Maintenance Grade you acquire, subject to any Exclusion Events.

Hardware Maintenance Grade*	Hardware Maintenance Grade Description
24x7x4	Onsite maintenance support 24 hours per day, 7 days per week. 4 hour target Response Time.
8x5x4	Onsite maintenance support 8 hours per Business Day. 4 hour target Response Time.
8x5xNext Business Day	Onsite maintenance support 8 hours per Business Day. Next Business Day target Response Time.

* Some Hardware Maintenance Grades may not be available for all of your Sites.

- 3.3 If you do not acquire hardware maintenance services from us or we determine that the Fault is outside of our hardware maintenance responsibilities, we may charge you an additional fee if we attend a Site to fix a Fault.
- 3.4 Upon the expiry of the Initial Period for the hardware maintenance services, the Service Term for the hardware maintenance services will automatically renew for a period equal to the Initial Period on existing terms. We will provide you with reasonable advance notice that your Service is about to be renewed. After your Service has renewed, you can terminate your Service at any time in which case we will not charge you the Early Termination Charges, but we may charge you an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice, you may terminate your Service at any time after your Service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

4 RESTRICTIONS ON USE

- 4.1 You must not:
- disassemble, decompile or otherwise reverse engineer the Equipment or Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Equipment or Software;
 - copy or modify the Equipment or Software;
 - publish or provide to any third party, results of any benchmark or comparison tests of the Equipment; or
 - allow others to do any of the above.
- 4.2 You must:
- install and use the latest Operating System Software Update if required by us to correct a reported Fault; and
 - promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or Fault detection or rectification by us.

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EXPORT REGULATIONS

- 4.3 You acknowledge that the Equipment (including the Operating System Software) and technology or direct products thereof, supplied by us under this Service Schedule are subject to export controls under the laws and regulations of the United States (U.S.).
- 4.4 You must comply and must ensure that users of the Equipment (and separately the Operating System Software) comply, to the extent required by law to do so, with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Service Schedule (or any direct product thereof) in violation of any such laws, restrictions or regulations by you or the user to the extent you are subject to and required by law to comply with such laws, restrictions or regulations.

You indemnify us from and against any and all loss, damages, liability, claims, costs or expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with any breach of clause 4.4 above by you, except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of this clause 4.4.

5 CHARGES

- 5.1 You shall pay the charges payable for each Service by the due date(s) in accordance with an Upfront Payment Plan or Instalment Payment Plan as set out in the relevant Service Order Form.

EARLY TERMINATION CHARGES

- 5.2 If, during the Installation Period or the Initial Period, a Service is cancelled or terminated for any reason other than for our material breach, including any termination by us as a result of your material breach, you must pay the Early Termination Charges set out in clause 5.3 below.
- 5.3 If the cancellation or termination occurs during:
- (a) the Installation Period, the Early Termination Charge is an amount equal to:
 - (i) the costs reasonably incurred by us up to the date of cancellation or termination; plus
 - (ii) any reasonable amounts payable by us to our Service Provider for termination of that Service before the end of the Initial Period; or
 - (b) the Initial Period, the Early Termination Charge is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the services to you and that cannot be reasonably avoided by us as a result of the termination,

which will not exceed an amount equal to the monthly charges that would otherwise have been payable by you for the remainder of the Initial Period.

DEFAULT IN PAYMENT OF CHARGES

- 5.4 If you do not pay any undisputed amounts by the due date(s), we may claim the value of the total unpaid charges set out in the Service Order Form on demand, regardless of whether such amounts have fallen due.
- 5.5 If you do not pay any undisputed amounts by the due date(s) and do not remedy the breach within 30 days of receiving a notice to do so, then we may terminate the relevant Service. If a Service is terminated for this reason, upon us providing reasonable notice to you, you must at your cost enable us to collect the Equipment (related to the unpaid charges) from where it is located. You must cooperate with us and ensure that we have prompt access to any site for this collection. If we are unable to promptly recover the Equipment for any reason (e.g. no site access), you must promptly pay us the unpaid cost of that Equipment and our attempted reasonable recovery costs, as we notify to you.

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6 DEFINITIONS

6.1 In this Service Schedule, unless otherwise stated:

Equipment means the equipment you purchase or rent from us as listed in the relevant Service Order Form, which we will install, support and maintain in accordance with this Service Schedule.

Fault means a malfunction or in the Equipment or the Operating System Software which results in the Equipment and/or the Operating System Software not operating in accordance with the manufacturers or suppliers specifications or standard operating procedures.

Hardware Maintenance Grade means those hardware maintenance grades described in clause 3.2.

Instalment Payment Plan means a payment plan where the charges for each Service are payable in instalments by stipulated due dates over a stipulated period, as set out in the relevant Service Order Form.

Installation Period means the period between the date of acceptance of a Service Order Form by us and completion of the installation of the Equipment.

Listed Jurisdiction means, as at the effective date of this Service Schedule, Australia, Austria, Belgium, China, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, the Netherlands, New Zealand, the Philippines, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, Taiwan, Thailand, the United Kingdom and the United States. We may add or remove a country from this list at any time by notifying you.

Operating System Software means the operating system software described in the manufacturer's service description for the Equipment as being the standard ex-factory installation required to operate the Equipment.

Operating System Software Update means an incremental release of Operating System Software that provides maintenance fixes and may provide additional Operating System Software features.

Response Time means, in respect of the Equipment, the period commencing when a valid fault report is received by our service desk and ending when our technician is dispatched to attend the Site.

Site means the location at which a Service is provided to you as set out in a Service Order Form.

Software means the computer programs relating to the operation of the Service and includes firmware and application software and the Operating System Software and any Operating Systems Software Updates.

Upfront Payment Plan means a payment plan where the full charges for each Service are payable upon delivery of the Equipment or a stipulated due date, as set out in the relevant Service Order Form.

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Att 1 to Schedule [x] – Purchase of Equipment

This Attachment applies if you purchase Equipment from us.

1 TITLE AND RISK

- 1.1 For Equipment purchased with the Upfront Payment Plan for delivery to a location that is a Listed Jurisdiction, title to the Equipment passes to you once you have paid us in full for the Equipment.
- 1.2 For Equipment purchased with either the Upfront Payment Plan or the Instalment Payment Plan for delivery to a location that is not a Listed Jurisdiction, title to the Equipment passes to you on delivery.
- 1.3 Risk of loss or damage to the Equipment passes to you on delivery.

2 INSURANCE

- 2.1 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

3 RECOVERY OF EQUIPMENT

- 3.1 Without limiting our rights under the Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

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Att 2 to Schedule [x] – Rental of Equipment

This Attachment applies if you rent Equipment from us.

1 TITLE AND RISK

- 1.1 Title to the Equipment remains with us and does not pass to you at any time.
- 1.2 Risk of loss or damage to the Equipment transfers to you on delivery.

2 INSURANCE

- 2.1 You must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

3 RECOVERY OF EQUIPMENT

- 3.1 Without limiting our rights under the Agreement or at law, if the Agreement or your Managed Network Service is cancelled or terminated for any reason, you must provide us with access to the Site(s) where the Equipment is located at our request so that we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us for any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

4 USE OF EQUIPMENT

- 4.1 You must:
 - (a) keep the Equipment in good working order, condition and repair;
 - (b) not sell, dispose of or encumber the Equipment in any way; and
 - (c) allow us (or our Personnel) to inspect the Equipment at any time on reasonable notice.

5 ALTERATIONS, MODIFICATIONS AND REPAIRS

- 5.1 You must not alter, modify or repair the Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Equipment and it impairs the condition of the Equipment or diminishes its use or value, we may charge you an additional repair fee.
- 5.2 If you replace any part of the Equipment with our consent, you must ensure that the replacement part is of equal or better quality than the removed part, and is compatible with the Equipment.
- 5.3 You may remove any part of the Equipment which you have added, provided that:
 - (a) the new part was in addition to, and did not replace, any original part of the Equipment; and
 - (b) you do not cause any damage to the Equipment or diminish its use or value by removing the part.
- 5.4 If you do not remove any part which you have added to the Equipment, that part will become part of the Equipment at the end of the Initial Period, and we may charge you an additional fee to remove the additional part.
- 5.5 You are responsible for all costs relating to any alteration, modification or repair which you make to the Equipment, including any loss or damage which you may suffer as a result of that alteration, modification or repair.