

This Service Schedule sets out the service description and service targets that apply to the Global Managed Network Service.

## 1 SERVICE DESCRIPTION

- 1.1 The Global Managed Network Service (**GMNS**) manages your Network (including your Equipment) 24 hours per day, excluding any of your equipment which is managed by a third party according to the service tier that you select in the table below:

**Table 1: GMNS Service Tiers**

| Service Features  | Service Tier |
|---|--------------|
|   | Premium      |
| Network Commissioning<br>(as described in the Service Guide)              |              |
| Commissioning   | ✓✓           |
| Network Management<br>(as described in the Service Guide)                 |              |
| 24x7 Global Help Desk   | ✓            |
| Proactive Service Assurance   | ✓            |
| IT Service Management   | ✓            |
| Reporting and Value Added Services<br>(as described in the Service Guide) |              |
| Web-based 24x7 Online Reporting Services                                  | ✓            |
| Written Analysis Reporting*   | O            |
| Moves, Adds, Change, Delete<br>(as described in the Service Guide)        |              |
| In-scope Changes  | ✓            |
| Out of Scope Changes  | **           |

Notes:

- ✓ Standard service feature with charges included in the MRC (or if no MRC applies, the fixed non-recurring charge) for your GMNS Service.
- ✓✓ Standard service feature but additional charges apply.
- O Optional service feature and additional charges apply.
- \* Refer to Annexure 1 for the availability for optional Services.
- \*\* Additional charges apply depending on the nature of the Out of Scope Change.

## INITIAL PERIOD

- 1.2 The Initial Period for each GMNS Service is 12 months or a longer period set out in your Service Order Form.

## 2 CONFIGURATION COMPLIANCE SCAN AND AUDIT SERVICE

- 2.1 As part of managing your GMNS, we will:
- (a) routinely perform a remote scan and audit (**Audit**) of:

- (i) your Network and Equipment agreed to be managed by us; and
  - (ii) your or third party's equipment not managed by us, but approved by us for use on the Network managed by us, dependent on our accessibility to such equipment and the capability of the equipment to present the required information to us.
- (b) review the results of the Audit, and:
- (i) identify any risks or threats that arise as a result of the Audit against an agreed set of pre-determined policies by us and you (**Policies**);
  - (ii) use our commercially reasonable efforts to update any Equipment configurations or software found to be compromised to comply with the Policies; and
  - (iii) subject to clause (a)(ii) notify you as soon as reasonably possible if your or third party's equipment approved for use on the Network is found to be compromised and requires a configurations or software update to comply with the Policies.

2.2 You acknowledge that you are responsible for your and third party's equipment approved for use on the Network under clause 2.1(a)(ii) and that our provision of GMNS services is subject to your and third party's equipment being supported by you or third party and complying with the Policies at all times.

## CUSTOMER NETWORK

2.3 You must ensure that all your data transported as network traffic under this Service Schedule, save for any application data (i.e. data that is consistent and uniform or otherwise set of identifiers and extended attributes maintained and/or used within an application), is encrypted throughout the transport process. You indemnify us from and against any and all loss, liability, claims, costs and expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with your failure to comply with the provisions of this clause 2.3, which for the avoidance of doubt includes any liability to implement measures to comply with applicable data protection laws, take steps to inform data subjects or relevant authorities of any personal data processing performed by us on your behalf and for any fines, penalties or costs of any kind (including remediation and audit costs) arising out of, or in connection with the processing of personal data, 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 2.3.

2.4 Where you choose to use your own Network (Customer Network) but you engaged us to provide GMNS and/or GCPE, we shall provide the following:

- (a) generate alerts through the cloud portals (being the Cisco Meraki Cloud Dashboard or VeloCloud VCO (where applicable));
- (b) create Global Service Desk or associated tickets on your behalf; and
- (c) log such tickets mentioned in (b) above with your third party service providers who provide the Customer Network (**Customer Service Providers**).

You agree that our obligations are solely to create the tickets mentioned in (b) above and to log such tickets mentioned in (c) with the Customer Service Providers and that we are not to perform any resolution of the issues set out in such tickets. Any resolutions of the issues in (c) are the responsibility of the Customer Service Providers.

## 3 SERVICE TARGETS

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### RESPONSE TIME TARGETS

3.1 We will assign a priority level to each Fault on your GMNS Service and aim to meet the Response Time targets and Status Report targets for that priority level set out in Table 2 below.

**Table 3: Response Time and Status Report Targets**

| Priority Level  | Response Time target | Status report target | Restoration Target |
|---|----------------------|----------------------|--------------------|
| <b>Priority 1</b> – your GMNS Service is Unavailable at a major Site (or multiple Sites) causing critical impacts to your business operations.                            | 15 minutes           | Every hour           | 4 hours            |
| <b>Priority 2</b> – your GMNS Service is Unavailable at a minor Site, or customer service is severely degraded impacting significant aspects of your business operations. | 15 minutes           | Every 2 hours        | 6 hours            |
| <b>Priority 3</b> – your GMNS Service is degraded, noticeably impaired but most of your business operations continue.   | 30 minutes           | Every 3 hours        | 8 hours            |
| <b>Priority 4</b> – you require information or assistance in respect of your GMNS Service.  | 30 minutes           | Every 24 hours       | 24 hours           |

## 4 CHARGES

4.1 The charges payable by you for your GMNS Service are set out in the relevant Service Order Forms.

### EARLY TERMINATION CHARGES FOR GMNS SERVICES

4.2 If you cancel, terminate or downgrade a GMNS Service for any reason other than our material breach of this Agreement:

- (a) prior to the Service Start Date for that GMNS Service, you must pay us an Early Termination Charge equal to the costs reasonably incurred by us as a result of the termination (including any reasonable amounts payable by us to our Service Provider as a result of the cancellation of the GMNS Service), which will not exceed an amount equal to 30% of MRC multiplied by the number of months in the Initial Period; or
- (b) during the Initial Period for that GMNS Service, you must pay us an Early Termination Charge equal to the applicable percentage of the MRC as indicated in the below table multiplied by the number of months remaining in the Initial Period.

**Table 2: Early Termination Charges**

| Initial Period | Percentage of MRC payable for each remaining month of the Initial Period from the date of cancellation / downgrade |
|----------------|--|
| 12 months      | 30%  |
| 24 months      | 20%  |
| 36 months      | 10%  |

### EARLY TERMINATION CHARGES FOR GCPE SERVICES

4.3 If, you cancel, terminate or downgrade a GCPE Service for any reason other than our material breach of this Agreement:

- (a) during the Installation Period for that GCPE Service, the Early Termination Charge is an amount equal to the costs reasonably incurred by us as a result of the termination (including any reasonable amounts payable by us to our Service Provider as a result of the cancellation of the GCPE Service); 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 Service to you and that cannot be reasonably avoided by us as a result of the cancellation,

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.

## 5 DEFINITIONS

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5.1 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.

**Fault** means a malfunction or error 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 manufacturer's or supplier's specifications or standard operating procedures.

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

**Mean Time to Restore (MTTR)** means the sum of the time your GMNS Service is Unavailable during a month divided by the total number of service outages in that month. Each occasion on which the relevant GMNS Service is Unavailable is counted as one outage.

**MRC** means the monthly recurring charge payable for the GMNS Service or a component of the GMNS Service for a relevant calendar month.

**Network** means a system or series of systems that carries, or is capable of carrying communications by means of guided or unguided electromagnetic or optical energy.

**Node Servers** means the servers which enables CDN system to redirect users' requests to the nearest node in real time based on the integrated information on network traffic, connection of nodes, load status, distance to users and response time.

**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.

**PBS** means Pacific Business Solutions (China), a company incorporated under the laws of People's Republic of China with its address at Room 05-07, 10/F, Block B, No.7 Building, Shenzhen Bay Eco-Technology Park, Shahe West Road, Nanshan District, Shenzhen, China.

**PoP** means a point of presence housing access nodes which connect to the Telstra international backbone network used by us to carry traffic between PoPs in different countries around the world.

**Response Time** is the period commencing when a valid trouble ticket is received by our service desk and ending when we advise you that the fault has been identified and action has commenced to resolve it.

**Service Guide** means any service guide or manual which is made available to you in connection with the GMNS Service.

**Site** means the location at which the GMNS Service is provided to you, as set out in your Service Order Form.

**Software** means the computer programs relating to the operation of your GMNS Service, including firmware and application software, the Operating System Software and any Operating Systems Software Updates.

## Attachment 1 – Optional GMNS Service Features

### 1 OPTIONAL SERVICE FEATURES

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1.1 You may request us to provide the following optional Services as part of your GMNS Service:

- (a) Managed Switch;
- (b) Managed WiFi;
- (c) Managed SD-WAN;
- (d) Managed VMWare NSX SD-WAN (China only); and
- (e) Co-managed Service Capability (SDWAN only).

### 2 MANAGED SWITCH

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2.1 Our Managed Switch Service comprises the supply, installation, commissioning, testing and management of accredited local area network Equipment on your Site.

2.2 No service levels apply to the Managed Switch Service.

### 3 MANAGED WIFI

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3.1 Our Managed WiFi Service comprises the supply, installation, commissioning, testing and management of accredited wireless local area network Equipment on your Site.

3.2 No service levels apply to the Managed WiFi Service.

### 4 MANAGED SD-WAN

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4.1 Our Managed SD-WAN Service comprises the supply, installation, commissioning, testing and management of accredited Managed SD-WAN Equipment on your Site.

4.2 You must not connect any radio communications devices or third party wireless services to your Managed SD-WAN Equipment.

4.3 No service levels apply to the Managed SD-WAN Service.

### 5 MANAGED VMWARE NSX SD-WAN (MANAGED VELOCLOUD) SERVICE (CHINA ONLY)

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5.1 Our Managed VMWare NSX SD-WAN (**Managed Velocloud**) Service is only available in China.

5.2 The Managed Velocloud Service mainly comprises the installation of software and access device deployment to optimize your existing network access to cloud services, private data centers and corporate branches (**Existing Connectivity Service**).

5.3 If your Existing Connectivity Service is provided by Telstra or PBS, it will be subject to the terms and restrictions of Telstra's or PBS' licence as applicable.

5.4 You warrant that any Existing Connectivity Service provided by third party is legitimate, compliant with all applicable laws and legislations, free from any defects and will not cause any undue delay or disruption to the Managed Velocloud Service.

5.5 Our Managed Velocloud Service does not include Node Servers.

5.6 No service levels apply to the Managed Velocloud Service.

## 6 REPORTING AND VALUE ADDED SERVICES

6.1 The table below sets out the availability of Reporting and Value Added services for optional Services:

| GMNS Service Features      | Managed Switch | Managed WiFi (Aironet) | Managed WiFi (Meraki) | Managed Router | Managed SD-WAN |          |           |
|----------------------------|----------------|------------------------|-----------------------|----------------|----------------|----------|-----------|
|                            |                |                        |                       |                | Meraki         | Viptela  | VeloCloud |
| Written Analysis Reporting | Optional       | Optional               | Optional              | Optional       | Optional       | Optional | Optional  |

## 7 CO-MANAGEMENT SERVICE CAPABILITY

- 7.1 Our Co-Managed Service Capability provides you and your Authorised Users with limited write access to manage your network via your Eligible Devices. You can only make changes to your network in the Device Portal once you or your Authorised Users have been assigned the enterprise administration role (“**Enterprise Admin Access**”).
- 7.2 The access rights which are made available as part of your Co-Managed Service Capability are set out in your Service Guide. We may modify, enhance or update the available access rights from time to time, provided that we give you reasonable notice of any modifications, enhancements or updates that would have the effect of materially prejudicing or materially reducing your use of, or the functionality of your Co-Managed Service Capability.
- 7.3 There are no additional charges for the Co-Managed Service Capability.

### ELIGIBILITY

- 7.4 Co-managed Service Capability is only available on a Managed SD-WAN Service.

### YOUR RESPONSIBILITIES

- 7.5 You must promptly provide us a list of your Authorised Users who will be assigned Enterprise Admin Access, and you must tell us in writing as soon as practicable when any of your listed Authorised Users change.
- 7.6 You must provide the individual email address of your Authorised Users, not group emails (e.g. we will not accept [itsupport@customer.com](mailto:itsupport@customer.com)). Enterprise Admin Access will only be assigned to Authorised Users from your organisation and won't be made available to any of your third-party providers.
- 7.7 You are responsible for and accept any liability arising from any changes to your Managed SD-WAN Service and your network as part of your Co-Management Service Capability, regardless of whether or not you authorised to make such changes.
- 7.8 You must ensure that your Authorised Users have sufficient knowledge and training of Meraki and VeloCloud technologies and the features provided by the Device Portal.

### SECURITY INFORMATION

- 7.9 You acknowledge that the Enterprise Admin Access may give you and your Authorised Users visibility of network device configurations and other information (“**Security Information**”), including information that is used to help protect the security and integrity of your network such as passwords.
- 7.10 You must ensure that the Security Information made available to you and Authorised Users is used only for managing equipment forming part of your Managed SD-WAN Service. You must not use, or allow any other person to use, that information for any other purpose.
- 7.11 You are responsible for and accept any liability arising from any use, any disclosure and the protection of all Security Information accessed using your Enterprise Admin Access, regardless of whether or not you authorised the use or disclose such information.
- 7.12 You agree to not disclose passwords of the Enterprise Admin Access account beyond the Authorised User.

## OUR RESPONSIBILITIES

- 7.13 We will use reasonable endeavours to restore any faults that arise due to changes made by you or your Authorised User in accordance with the Response Time Target and Restoration Targets set out in this Service Schedule. We do not provide any credits or other remedies for any faults arising from any changes made by your Authorised Users or any person using your Enterprise Admin Access.
- 7.14 If you wish to make changes to your Managed SD-WAN Service, you can submit your request via the existing service change request process.

## DEFINITIONS

- 7.15 In this Attachment 1 to this Service Schedule:

**Authorised Users** means you and your employees, consultants, contractors authorised by Telstra, and agents who are authorized by you to access and use the Co-Management Service Capability under the rights granted to you pursuant to this Agreement.

**Device Portal** means the Meraki or VeloCloud portal accessible by you as part of your Managed SD-WAN Service.

**Eligible Devices** means the Meraki or VeloCloud devices which will be managed as part of your Co-Management Service Capability.

## Attachment 1A – Managed Cisco Smart Account and Cisco Smart License (Optional)

### 1 OPTIONAL SERVICE

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- 1.1 The following is an optional service. You may disregard this Attachment 1A if you did not purchase this optional service from us.

### 2 MANAGED CISCO SMART ACCOUNT AND CISCO SMART LICENSE

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- 2.1 Managed Cisco Smart Account and Cisco Smart License (collectively **Smart License**) is a Cisco software license management system that allows you or us on your behalf to easily track license status and software usage trends. This Attachment 1A describes how Smart License works and includes the terms that govern your use. Please make sure you are authorized by your organization before accepting these terms or using Smart License.

- 2.2 We will perform the following on your behalf unless otherwise stated:

- (a) Smart License enables you or us to activate and manage Cisco software licenses. It also allows Cisco or us to send and receive periodic messages about license usage and entitlement of Cisco devices and software (**Smart License Messages**). These Smart License Messages will be displayed in Smart Software Manager (as defined below), which is the web portal that shows your organization's license entitlement information.
- (b) If you choose or asks us not to enable Smart License directly over the internet, you or us can select another method for collecting Smart License Messages, like smart software manager satellite (**Smart Software Manager**). This must be hosted in your network environment that meets minimum requirements specified by Cisco or us.
- (c) If the Smart Software Manager or the satellite stops receiving periodic updates for more than 90 days, we assume the device is no longer functioning properly and those unused licenses will automatically return to your license pool. If after 90 days the device is back in use, it will reacquire the license immediately upon sending its periodic update.
- (d) Smart call home is an automated support capability within Smart License that monitors Cisco devices on your network (**Smart Call Home**). It flags issues and initiates resolution before your business operations are affected. Smart Call Home is an optional capability that your organization can choose to enable that is included with Smart License enabled products.

### 3 INFORMATION COLLECTED BY US AND CISCO AND OTHER TERMS

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- 3.1 Smart License collects software license usage information with associated product identification numbers, serial numbers, unique virtual device identifier, equipment models, license or hardware versions, and host names (host names are sent to aid in troubleshooting unless you disable them or requests that we disable them).
- 3.2 If you enable Smart Call Home, Cisco and us also may collect – for support and troubleshooting purposes - additional software version information, IP addresses, system contacts, installed memory, installed flash, boot versions, chassis series, MAC addresses, slot IDs, card types and card families.
- 3.3 We will assist you to control user access to your Smart License information from your Smart License account; passwords must be kept confidential.
- 3.4 You can or you can request for us to give any user with a Cisco.com ID access your Smart License information (**Authorized User**). These Authorized Users can review and make changes to entitlements in your Smart Software Manager. You can or you can request for us to add or deny access to an Authorized User through the tool at any time. You agree that (a) an Authorized User is acting on behalf your organization; (b), your organization is responsible for your Authorized User's actions; and (c) your Authorized User(s) may access information collected by Cisco to facilitate license usage management.
- 3.5 An administrator, any Authorized Users and Cisco have access to your Smart License information.



- 3.6 You will not re-host, link, frame or permit any linking or other electronic connection to Smart License.
- 3.7 Smart License Messages can be used by Cisco and us to generate reports and Smart Software Manager displays regarding your network and equipment.
- 3.8 Cisco and us may use and store Smart License Messages for business purposes, including (a) informing you of any over-usage that puts you out of compliance with our End User License Agreement (if any); (b) determining if equipment was properly obtained; (c) assessing current market trends; and (d) identifying products, services and solutions that may be of interest to you.
- 3.9 Cisco will store the Smart License Messages and generate and make available to you Smart License entitlement information through the Smart Software Manager.
- 3.10 Cisco and us are global companies and, as such, may need to transfer your personal information both within the United States and outside of the United States in accordance with our Privacy Statement. By using Smart License, you consent to the transfer, processing, and storage of such information outside of your country of residence where data protection standards may be different.
- 3.11 You are responsible for obtaining appropriate permissions from each internal end user of Smart License. If we receive notice from your internal end users that consent was not properly obtained, we can terminate Smart License access.
- 3.12 If there are substantial and material changes to this Attachment 1A, we will provide you with written notice.
- 3.13 If the use of this feature as set out in this Attachment 1A requires you to enter into an end user license agreement or any other agreement directly with Cisco, you shall comply with such requirement. We are not liable or responsible to you in respect of such agreement.

## Attachment 2 – Global CPE Service

This Attachment applies if we supply a Global Customer Premise Equipment (**GCPE**) Service to you as part of your GMNS Service.

### 1 GCPE SERVICE

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1.1 Our GCPE Service comprises:

- (a) supply of Equipment by purchase or rent to you;
- (b) delivery, installation and configuration of your Equipment; and
- (c) if selected by you, maintenance of your Equipment.

1.2 We will procure a licence for you to use any Software for the Equipment on the same terms that the relevant third party supplier grants us such rights. You must comply with that licence.

### 2 DELIVERY, INSTALLATION AND CONFIGURATION

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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 your Equipment 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.

### INSTALLATION DATE

2.5 If we are unable to install the Equipment by 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 our Service Provider to reschedule the Installation Date.

### 3 MAINTENANCE SERVICES

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3.1 If selected by you, we will supply maintenance services in respect of Faults in your Equipment as set out in this Schedule and the Service Guide (**Maintenance Services**).

3.2 We will aim to meet the following target Response Times for the Maintenance Grade that you select for your GCPE

Service:

**Table 1: GCPE Maintenance Grades**

| Maintenance Grade*    | Response Times   |
|-----------------------|--|
| 24x7x4                | Onsite maintenance support 24 hours per day, 7 days per week.<br>4 hour target Response Time.  |
| 8x5x4                 | Onsite maintenance support 8 hours per Business Day.<br>4 hour target Response Time.           |
| 8x5xNext Business Day | Onsite maintenance support 8 hours per Business Day<br>Next Business Day target Response Time. |

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

- 3.3 If you request us to provide services outside the scope of Maintenance Services, additional charges may apply which we will agree with you before performing such services.

## 4 RESTRICTIONS ON USE

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4.1 You must not:

- (a) 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;
- (b) copy or modify the Equipment or Software;
- (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment or Software; or
- (d) allow others to do any of the above.

4.2 You must:

- (a) install and use the latest Operating System Software Update if required by us to correct a reported Fault; and
- (b) 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.

## 5 EXPORT REGULATIONS

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- 5.1 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.).
- 5.2 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.
- 5.3 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 your failure to comply with the provisions of clause 5.2 above., 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 clause 5.2 above

## Annexure 1 Attachment 2 – Purchase of Equipment

This Attachment applies if you purchase Equipment from us.

### **1 TITLE AND RISK**

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- 1.2 Title to the Equipment passes to you once you have paid us in full for the Equipment. Until that time, you hold the Equipment on our behalf.
- 1.3 Risk of loss or damage to the Equipment passes to you on delivery.

### **2 INSURANCE**

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- 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**

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- 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.

## Annexure 2 to Attachment 2– Rental of Equipment

This Attachment applies if you rent Equipment from us.

### **1 TITLE AND RISK**

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- 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**

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- 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**

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- 3.1 Without limiting our rights under the Agreement or at law, if the Agreement or your GMNS Service is cancelled or terminated for any reason, at our request, you must provide us with access to the Site(s) where the Equipment is located 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**

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- 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**

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- 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, 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.