

CO-LOCATION SPACE – SCHEDULE OF SERVICES

Schedule 1

1. THIS SCHEDULE - INTERPRETATION

- 1.1 The terms of this Co-Location Space – Schedule of Services (“Schedule 1”) apply together with, in addition to and form part of the Master Services Agreement.
- 1.2 This Schedule 1 relates to the provision, receipt and use of the Facilities, including Co-Location Space.
- 1.3 The terms and expressions used in this Schedule 1 have the same meanings given to them in clause 37 of the Terms & Conditions of the Master Services Agreement.
- 1.4 Unless otherwise specified, a reference contained in this Schedule 1 to a clause will be a reference to a clause in this Schedule 1.

2. THE FACILITIES

- 2.1 The Company's Co-Location Space is situated in the Company's Facilities and are designed specifically for the Company's business, corporate and wholesale customers with a view to:-

- (a) housing their telecommunications and information technology equipment; and
- (b) providing space, power and environmentally controlled conditions for such equipment,

in accordance with this Agreement.

- 2.2 The Customer acknowledges that:-
- (a) it has read and fully understands this Agreement, including the Terms & Conditions, and specifically, the warranties, indemnities and exclusions contained in clauses 23, 24, 25 and 26 of the Terms & Conditions;
 - (b) the Customer bears the entire risk of loss or damage to the Customer's Equipment at all times, except to the extent that any loss or damage is caused by the gross negligence of the Company; and
 - (c) the Customer is fully responsible for transporting, delivering, installing, configuring, maintaining and removing the Customer's Equipment at the Co-Location Space at its sole cost.

3. ALLOCATIONS

- 3.1 Allocation of the Co-Location Space is at the Company's absolute discretion.
- 3.2 The Company may modify, substitute, replace or change the Co-Location Space by giving the Customer 14 days' notice in writing. During any modifications, substitutions, replacements or changes to the

Co-Location Space, the Company will use reasonable endeavours to minimise any disruption or interruption to the Customer.

- 3.3 Co-Location Space may be in shared or unshared environments and may be provided in the following configurations (or any combination of them):-
- (a) Rack Units;
 - (b) Half Cabinets;
 - (c) Cabinets;
 - (d) Secured Cage Areas; and
 - (e) Private Suites.

- 3.4 Where the Company provides Co-Location Space, the Customer will be granted a non-exclusive right to install, inspect, operate, repair and maintain the Customer's Equipment in that Co-Location Space and such right may be exercised under supervision or unsupervised in accordance with this Schedule 1 and the Company's policies and procedures regarding access to the Facilities and the Co-Location Space from time to time.

4. FEES

- 4.1 The Fees for Co-Location Space may comprise separate components for fixed charges (such as Agreed Fees and other predictable charges), Usage Charges and other charges.
- 4.2 The Customer will be charged Additional Fees where the Customer's Representatives exceed agreed power, data or other usage levels or quotas.
- 4.3 The Customer acknowledges that the Fees payable by the Customer may vary from time to time during a term of Supply as a result of variations to that Supply made pursuant to this Agreement.

5. POWER

- 5.1 Power allocations in respect of Co-Location Space will in each case of Supply be as agreed by the Customer and the Company and as set out in the relevant Service Order Forms.
- 5.2 The Company may supply a B Feed to the Customer's Equipment and may charge Fees for that Supply. Unless otherwise agreed to in writing by the Company, only Customer's Equipment supplied by the A Feed may receive a connection to the B Feed. If any Customer's Equipment is connected to the B Feed without a connection to the A Feed and without the Company's written consent, the Company may disconnect such Equipment immediately

without notice and without liability to the Customer.

- 5.3 The Company may switch between A feeds and B feeds for maintenance purposes at any time and does not guarantee that the B feed will be available at all times.

6. CARRIER

- 6.1 Unless consent is otherwise granted by the Company in writing, where the Customer is supplied with Co-Location Space:-

- (a) in a shared environment, for example, a Rack Unit in a shared Cabinet, the Customer must use the Company's Network and the Company's choice of Carrier from time to time;
- (b) which is not in a shared environment, for example, a whole Cabinet (full or half height), the Customer may:-
 - (i) use the Company's Network; and/or
 - (ii) use a third party Carrier provided that the Customer first obtains the Company's written consent (which will not be withheld unreasonably).

- 6.2 Regardless of whether or not the Carrier used by the Customer is the Company's Network or the Customer's own choice of Carrier, the Company is not under any circumstances liable for any acts or omissions of the Carrier in respect of the services which that Carrier supplies, or ought to supply, to the Customer.

7. EXCESSIVE USE

- 7.1 The Company may impose restrictions on power supply to aid in preventing excessive use however, it is the Customer's sole responsibility to ensure that the Customer's Representatives do not exceed allocated power limits.

- 7.2 The Company will perform audits of power usage by the Customer. If the Customer's Representatives are found to be using in excess of an agreed power allocation, the Company will charge the Customer Additional Fees for the additional power used in accordance with clause 5 of the Terms & Conditions.

- 7.3 If the power and cooling requirements of the Customer's Equipment exceed agreed allocations, at the Company's discretion, the Company may allocate additional Co-Location Space to the Customer in order to accommodate the Customer's power and cooling requirements and the Company will charge Additional Fees for the additional allocation.

8. ACCESS TO CO-LOCATION SPACE

- 8.1 The Company will make available documentation (or links to documentation on the Company's website) relating to the procedure for arranging access to, and the Fees payable by the Customer for accessing, the Co-Location Space supplied to the Customer.

- 8.2 Provided that the Customer's Representatives comply with this Agreement and the Companies procedures in relation to Co-Locations Space, the Customer's Representatives will be granted reasonable access to the Co-Location Space for the purpose of enjoying the rights granted to the Customer under this Agreement.

- 8.3 Where the Customer is granted any form of Co-Location Space in which the Customer's Equipment is to be situated in a shared environment with other customers of the Company, such as a shared Cabinet, the Customer's Representatives will be granted escorted access to the Co-Location Space only in accordance with clause 8.5.

- 8.4 The Customer will only be granted unescorted access to Co-Location Space where the Customer is granted Co-Location Space which is not shared with any other customer of the Company, such as an unshared Cabinet, and in such case, clause 9 will apply.

8.5 Escorted Access

- (a) Unless the Customer has been granted unescorted access privileges pursuant to clause 9, all access by the Customer's Representatives to Co-Location Space must be scheduled in advance with, and escorted by, an authorised representative of the Company.

- (b) The Company may provide an online booking service to arrange escorted access to the Co-Location Space.

- (c) The Company may deny access to Co-Location Space if:-

- (i) an authorised representative of the Company is not available to escort the Customer's Representative;

- (ii) the Customer has not, or cannot confirm that it has, booked a time for escorted access (such as producing a ticket number produced when booking access online); or

- (iii) the Customer's Representative seeking access does not:-

- (1) provide the Company with sufficient identification; or

- (2) have proper written authorisation from the Customer, as determined solely by the Company.
- (d) Subject to clause 8.4 and provided that the Customer is not in breach of its obligations under this Agreement, the Company will use reasonable endeavours to provide the Customer's Representatives escorted access to Co-Location Space, and to provide a representative to enable such access, during the Company's normal business hours.
- (e) In the case of failure or malfunction of any of the Customer's Equipment or any other reason requiring urgent repairs necessitating unscheduled access to the Co-Location Space, the Customer must notify the Company as soon as practicable and make appropriate arrangements for access to the Co-Location Space. Fees may apply to emergency access to Co-Location Space.

9. UNESCORTED ACCESS

- (a) For the purposes of clause 8.4, the Company, at its sole discretion, may grant any of the Customer's Representatives unescorted access and may specify any terms of that access. Where unescorted access is granted, this clause 9 applies.
- (b) The Customer must nominate in writing to the Company each of the Customer's Representatives that the Customer wishes to be granted unescorted access privileges.
- (c) Unescorted access will not be granted unless and until each nominated Customer Representative has completed, to the satisfaction of the Company, the Company's induction program and obtained an unescorted access clearance from the Company. The Company may refuse to grant unescorted access to any of the Customer's Representatives who do not pass or properly observe any part of the induction program.
- (d) The Customer is fully responsible for ensuring that all of the Customer's Representatives that access the Co-Location Space are properly inducted and have clearance for unescorted access.
- (e) Where any Customer Representative does not obtain unescorted access clearance in accordance with clause 9(c), the Company may provide that

Customer Representative escorted access in accordance with clause 8.5.

- (f) Where the Company issues access cards to the Customer's Representatives for unescorted access:-
 - (i) the Customer must ensure that only those Customer's Representatives who have completed the Company's induction program and obtained an unescorted access clearance in accordance with clause 9(c) have access to the access card; and
 - (ii) the authorised Customer's Representatives must produce and swipe the access card at the Facility on each occasion they wish to access the Co-Location Space.
- (g) If a Customer's Representative fails to produce the access card in accordance with clause 9(f)(ii), the Customer's Representatives will not be granted access to the Co-Location Space unless the Company, at its discretion, agrees to provide escorted access to the Customer's Representatives in accordance with clause 8.5 (and in such case, the Company will charge Fees).
- (h) The Customer must notify the Company immediately in writing if any access card is lost, misplaced or stolen. Fees will be charged for all lost and replacement access cards.
- (i) The Customer must ensure that the Customer's Representatives comply with any conditions of access (such as permissible hours of entry) notified by the Company from time to time and the terms of this Agreement.
- (j) Where any Customer's Representative breaches any of the Customer's obligations under this Agreement, the Company may withdraw or suspend unescorted access clearance to any or all Customer's Representatives at the Company's sole discretion.

10. UNAUTHORISED ACTIVITY

- 10.1 If the Company grants a Customer's Representative access to the Co-Location Space or the Facilities and that Customer's Representative:-
 - (a) is no longer authorised by the Customer to access the Co-Location Space and the Customer has not notified the Company of this in writing; or

- (b) does something in the Co-Location Space or the Facilities that the Customer has not authorised the Customer's Representative to do, including removing or interfering with the Customer's Equipment,

the Customer acknowledges and agrees that the Company is not responsible under any circumstances for any acts or omissions of the Customer's Representatives whilst accessing the Co-Location Space or the Facilities during either escorted or unescorted access.

11. RESERVATIONS

11.1 The Company reserves to itself the right to:

- (a) access and use for its own purposes, and for the provision of services to other customers, the Facilities and Co-Location Space which is not allocated to the Customer;
- (b) allow other customers to access and use Co-Location Space within the Facilities which is not allocated to the Customer;
- (c) exercise or grant any rights to any party which do not unduly interfere with the rights granted to the Customer;
- (d) enter and pass through the Facilities and the Co-Location Space provided that such access does not unreasonably interfere with the use of the Co-Location Space by the Customer;
- (e) inspect the Customer's Equipment at any time if, in the Company's reasonable opinion, the Customer's Equipment is causing, or is likely to cause, damage, interference or service degradation to the Company or any third party due to, but not limited to, overheating, excessive power load, non-standard installation practices, noise or other interference AND to refuse installation of or turn off any such Equipment; and
- (f) access the Customer's Equipment (after first giving 24 hours notice where it is not an emergency and immediately in the event of an emergency (which shall be determined at the Company's discretion acting reasonably) to:-
 - (i) assess whether the Customer is complying with its obligations under this Agreement;
 - (ii) rectify any breach by the Customer of this Agreement at the Customer's cost;

- (iii) exercise any other right under this Agreement; and/or
- (iv) attend to any problems caused by or affecting the Customer's Equipment, the Co-Location Space or the Facilities, and

the Customer must not hinder or interfere with the Company's access under any circumstances, including by changing or using additional locks in, on or around the Co-Location Space.

11.2 The Company agrees to use reasonable endeavours to give the Customer 24 hours notice prior to turning off the Customer's Equipment pursuant to clauses 11.1(e) and 11.1(f) if appropriate in the circumstances (which shall be determined at the Company's discretion acting reasonably).

11.3 In the event that the Customer fails to provide the Company with access pursuant to its rights under clause 11.1 within a reasonable time, the Customer acknowledges that the Company may restrict, suspend or terminate the Services at the Company's discretion until such time as the Customer complies and provides the necessary access. Any restriction or suspension will be deemed to be Permitted Down Time under this Agreement.

12. REMOTE HANDS AND REMOTE ADMIN SUPPORT

12.1 The Company may offer the Customer Remote Hands and Remote Admin services which are designed to assist customers when they are unable to attend to their Equipment in person.

12.2 The Company may refuse to provide Remote Hands and Remote Admin support at its sole discretion without having to provide reasoning to the Customer.

12.3 Remote Hands

- (a) Remote Hands includes minor technical services such as:-
 - (i) physically rebooting the Customer's Equipment;
 - (ii) providing power cycling equipment;
 - (iii) reading indicators;
 - (iv) installing, removing and exchanging parts; and
 - (v) any other basic service or work performed by the Company on behalf of the Customer.

12.4 Remote Admin

- (a) Remote Admin services include services which in nature are more advance, complex, technical or require

a greater level of skill than Remote Hands services and include:-

- (i) installing operating systems or applications to servers and other Equipment;
- (ii) configurations or maintenance of operating systems, software and hardware; and
- (iii) upgrading or uploading software and firmware.

12.5 Any services performed by the Company on behalf of the Customer for the purposes of clauses 12.3 and 12.4 are deemed to be Remote Hands and Remote Admin respectively.

12.6 The Customer will be charged, and agrees to pay, Fees for the provision of any Remote Hands and Remote Admin services.

12.7 If the Company is required to engage a third party to carry out a Remote Hands or Remote Admin service, the Company will first obtain the Customer's consent to do so and the Customer must pay all of the third party's fees and charges in addition to the Fees charged by the Company for providing or arranging the Remote Hands or Remote Admin service.

13. CROSS-CONNECTIONS (INTERNAL CONNECTIONS) & INTERCONNECTIONS (EXTERNAL CONNECTIONS)

13.1 The Customer may cross-connect and interconnect the Customer's Equipment to the Company's and any other party's Equipment provided that:-

- (a) The service as defined by the Company permits cross-connections and/or interconnections;
- (b) the Customer first obtains the written consent of the Company (such consent will not be withheld unreasonably) and the owner of the Equipment;
- (c) the cross-connections and interconnections are physically connected through those parts of the Facilities which have been designated as cross-connection or interconnection areas (respectively) by the Company;
- (d) the Customer complies with all of the Company's policies, procedures and requirements for cross-connections and interconnections as specified from time to time; and
- (e) the Customer pays all applicable Fees for such cross-connections and interconnections.

13.2 The Company will generally only permit cross-connections and interconnections to customers who have been granted whole

Cabinet (full or half height) Co-Location Services.

14. EQUIPMENT REGISTRATION & REMOVAL OF EQUIPMENT

14.1 The Customer acknowledges and agrees that in the event that the Company provides a register for the Customer's Representatives to:-

- (a) register the Customer's Equipment and or the Customer's Data;
- (b) record the Customer's Representatives' and other authorised persons' access to the Facilities; or
- (c) record the bringing in or removal of the Customer's Equipment and or the Customer's Data into and from the Facilities,

the Customer is solely responsible for:-

- (d) updating and maintaining; and
- (e) ensuring the accuracy of,

such register. The provision and use of the register is at the Customer's sole risk and the Company will not under any circumstances be liable for any failure to update, maintain or ensure the accuracy of the register.

14.2 The Company may charge Additional Fees for the provision of any register contemplated by clause 14.1 and the Customer must allow the Company to inspect the Customer's register upon request.

14.3 The Company may maintain its own register for the purposes set out in clause 14.1 and may require the Customer's Representatives to provide information for inclusion in, or to make entries into, the register upon entry into and exit from the Facilities. In such case, the Customer must ensure that the Customer's Representatives comply with the Company's requirements.

15. CUSTOMER'S EQUIPMENT, DATA & PREMISES

15.1 The Company is not at any time responsible for the operation, supervision, maintenance or repair of the Customer's Equipment, the Customer's Data or the Customer's Premises. These remain at the Customer's risk at all times.

15.2 The Customer is liable for and fully indemnifies the Company against all claims, losses, liabilities, damage and injury incurred by the Customer, the Company and any other party by or as a result of the Customer's Equipment

15.3 The Customer is solely responsible for the transmission and reception of communications signals through and by the Customer's Equipment and the quality of and defects in those signals.

15.4 The Customer must ensure that the Customer's Equipment does not damage or interfere with the Services, any other party or their Equipment at any time.

15.5 If the Company is given access to the Customer's Equipment, the Customer's Data or the Customer's Premises then the Company will:

- (a) not unreasonably interfere with or disrupt;
- (b) take reasonable care to:-
 - (i) ensure that no unauthorised access, use, damage or destruction is caused to; and
 - (ii) observe all reasonable security procedures and work practices specified in writing by the Customer with respect to,

the Customer's Representatives, the Customer's Data, the Customer's Premises and the Customer's Equipment.

15.6 The Customer must provide a safe working environment and comply with all Laws relating to Occupational Health & Safety where it provides the Company with access to the Customer's Equipment, the Customer's Data or the Customer's Premises.

15.7 Unless otherwise agreed in writing by the Company, the Customer must remove all of its Equipment from the Co-Location Space on the date of termination of the relevant Supply (as determined in accordance with the Terms & Conditions) at the Customer's sole cost.

15.8 If the Customer's Equipment is not removed within the time specified in clause 15.7, the Company may, at its sole discretion:-

- (a) remove the Customer's Equipment at the Customer's sole cost and the Company is not liable for any loss or damage to the Customer's Equipment during that removal;
- (b) allocate further Co-Location Space to the Customer to accommodate the Customer's Equipment until it is properly removed and charge the Customer Fees for such allocation; or
- (c) exercise the lien the Company has been granted pursuant to clause 8.2 of the Terms & Conditions.

15.9 The Customer must immediately reimburse all reasonable costs and expenses incurred by the Company in assisting the Customer to remove the Customer's Equipment, or in removing the Customer's Equipment on the Customer's behalf, from the Co-Location Space, plus any Fees, including any commission or mark-up, that the Company charges for doing so.

16. TEMPERATURE AND HUMIDITY CONTROL

16.1 The Company will use reasonable endeavours to:

- (a) supply air-conditioning to the Facilities to maintain a temperature of 23 degrees Celsius (+/- 3 degrees Celsius); and
- (b) maintain a humidity level of 50% (+/- 15%) within the Facilities.

16.2 Temperature and humidity may vary within the Facility and will be measured by operating sensors which have been installed by the Company throughout the Facilities.

16.3 Whilst all care will be taken to control temperature and humidity, the Company does not warrant that a specific temperature or humidity will be maintained in the Facilities.

17. SERVICE LEVELS FOR CO-LOCATIONS SPACE

17.1 The only Service Levels that apply to the provision of Co-Location Space are temperature and humidity levels as set out in the table below and clause 15 of the Terms & Conditions apply.

SERVICE	PARAMETERS	SERVICE LEVEL REBATE
Air-Conditioning	Temperature -Min 18C -Max 26 C -Design (+/- 3)	Subject to Permitted Down Times and clause 16 of the Terms and Conditions, for each whole hour that the Co Location Service Level is not maintained, the Company will provide a rebate calculated as follows:- $\frac{\text{Total monthly charges}}{\text{Hours Service Hours in month not Maintained}} \times (\text{No.})$
	Humidity: -Min 25% -Max 70% -Design (+/- 10%)	

18. CUSTOMER'S OBLIGATIONS

18.1 The Customer must:-

- (a) comply with all of the Company's reasonable requirements from time to time with respect to the Facilities and Co-Location Space;
- (b) communicate with its own end-users and the Customer's Representatives and deal with any complaints, communications and reports made by those parties;
- (c) comply with the Company's access policies and procedures, including those set out in clause 8 and as notified by the Company from time to time;
- (d) inform the Company in writing of any changes to the Customer's Representatives, the Authorised Contacts and any other person authorised by the Customer to access the Co-Location Space on its behalf;
- (e) comply with the Company's security policies and procedures as notified by the Company from time to time, including in respect of Customer's Equipment that interfaces with the Company's Equipment, the Company's Network and any other party's Equipment;
- (f) ensure that space utilised by the Customer's Representatives in and around Co-Location Space is minimised, including when installing, operating and maintaining the Customer's Equipment;
- (g) ensure that the Customer's Equipment is appropriate, adequately maintained and meets minimum technical standards determined by the ACMA and any other Authority and any other standards advised by the Company to the Customer from time to time;
- (h) ensure that the Co-Location space is kept clean and tidy and that no flammable materials are left or kept in the Co-Location Space or in the Facilities at any time;
- (i) immediately inform the Company in writing of any damage to the Co-Location Space, the Facilities, any party's Equipment (including the Company's Equipment and cabling) immediately upon becoming aware of same;
- (j) ensure that the Customer's Equipment does not exceed the floor loading limits of the Facilities;

- (k) upon request by the Company, remove from the Co-Location Space Equipment that:
 - (i) is not approved by the Company;
 - (ii) interferes with the Equipment of the Company or third parties in the Facilities;
 - (iii) interferes with the safety, security or structural integrity or operation of the Facilities; or
 - (iv) emits unacceptable levels of electromagnetic emissions;
- (l) obtain the Company's consent prior to carrying any work within the Facilities which may involve any form of smoke being generated (i.e. soldering iron) so fire detection systems can be isolated during that time;
- (m) ensure that there is sufficient clearance for the Customer's Equipment which requires ventilation or heat dissipation within the relevant Co-Location Space and rectify any issues within the timeframe notified by the Company, which may involve redistributing the Customer's Equipment and/or obtaining additional space within the Facilities at the Customer's cost;
- (n) and the Customer acknowledges and agrees that it:-
 - (i) assumes full responsibility and risk for the delivery, installation and removal of the Customer's Equipment in the Co-Location Space at its sole cost; and
 - (ii) will be liable for any loss or damage suffered by any party as a result of any act or omission of the Customer's Representatives in respect of the receipt and use of the Facilities.

19. CUSTOMER RESTRICTIONS

19.1 The Customer must not:-

- (a) use the Co-Location Space for any purpose other than installing, inspecting, maintaining, repairing and operating the Customer's Equipment;
- (b) and must ensure that the Customer's Representatives do not, interfere with or modify any Equipment at the Facilities other than the Customer's Equipment;
- (c) access or place any piece of Equipment in the underfloor areas or cable trays in the Co-Location Space

without the prior written consent of the Company;

- (d) permit any party to access the Co-Location Space other than the Customer's Representatives who are authorised to do so in accordance with this Agreement;
- (e) unless otherwise agreed in writing by the Company, install fixtures or fittings in the Co-location Space or part of the Facilities;
- (f) do any act or thing that causes, or may cause, the Company to be in breach of any Law, regulatory approval, consent or licence held or required to be held by the Company;
- (g) do any act or thing that causes, or may cause, the Company to be in breach of any agreement between the owner, lessor or licensor of the Facilities or any of the Company's Equipment;
- (h) alter, interfere with or damage in any way the Facilities, any Co-Location Space, the Equipment of any party or an other property contained in or around the Facilities unless the Customer first obtains the Company's written consent;
- (i) permit the Customer's Equipment or the Customer's Representatives to cause any interference with the Company's Equipment or any other party's Equipment and must comply with the Company's directions to resolve any such interference; or
- (j) do anything in or around the Co-location Space or the Facilities that, in the Company's opinion (acting reasonably), is dangerous, noxious, offensive or a nuisance.

20. THE COMPANY'S OBLIGATIONS

20.1 The Company will:-

- (a) provide to the Customer the Co-Location Space in accordance with the terms and conditions of this Agreement;
- (b) take reasonable care not to damage or interfere with the Customer's Equipment;
- (c) not unreasonably interfere with the Customer's use of and access to the Co-Location Space providing such use and access is in accordance with the terms and conditions contained in this Agreement; and
- (d) maintain and keep the Facilities and the Co-Location Space in good and safe condition and repair.