

Host Networks Co-location Service Schedule - v07.1

This Service Schedule forms part of the Services Agreement between Host Networks and the Customer and cannot be used as a stand-alone agreement. Any terms defined in the Master Services Agreement have the same meaning in this Service Schedule. Unless expressly stated otherwise, a reference to a clause, paragraph and/or part shall be a reference to a clause contained in this Service Schedule.

1. Parties

- 1.1. This Schedule applies between Host Networks Pty Ltd ("Host Networks", "We", "Us", "Our") and the Customer identified in a Co-location Services Order Form ("You", "Your", "Customer").

2. Contract Information

- 2.1. The Customer has:
 - 2.1.1. signed or will sign a Service Order for Co-location Services and a Master Services Agreement, and, in case of the first engagement for Co-location Services, will sign this Service Schedule or;
 - 2.1.2. placed an Service Order online for Co-location Services and agreed to have read the Master Services Agreement and this Service Schedule and have signed a 'Summary of Agreement for Supply of Services' form.
- 2.2. This Schedule shall be incorporated in and form part of each Contract (as defined in the Master Services Agreement and which, for the avoidance of doubt, includes the Master Services Agreement and the Service Order) between the parties for the supply of Co-location Services and contains the terms and conditions specifically relating to the Co-location Services.
- 2.3. For the avoidance of doubt, any usage by the Customer and Your End-Users of any Co-location Service constitutes acceptance of the above documentation.

3. Service Description

The following Service description is provided for Host Networks Co-location Service.

- 3.1. Host Networks Co-location is in a facility designed specifically for business, corporate and wholesale customers to house their telecommunications and IT equipment.
- 3.2. Host Networks Co-location provides space, power and environmental conditions and is available in the following configurations:
 - 3.2.1 Per Rack Unit (RU) basis in a shared Cabinet environment.
 - 3.2.2 Half (½) Cabinet.
 - 3.2.3 Full Cabinet.
 - 3.2.4 Secure Cage/Area.

Power

Per RU basis

- 3.3. Unless otherwise stated in an Service Order, each RU is allocated 165 watts (0.6875 amps) of 240 volt single phase power of general power utilisation (excluding start-up power requirement). Charges for additional RU space will apply if the Customers Equipment power requirements are beyond the above allocation.
- 3.4. Should the Customer maintain more than one (1) item of the Customer Equipment within the same Cabinet, then the average power allocation will be the sum of power utilisation x the quantity of RU the Customer has requested in the Service Order.

Per Cabinet

- 3.5. Unless otherwise stated in an Service Order, a Cabinet shall receive 10 Amps (2400 watts) of 240 volt single phase power. Host Networks performs monthly audits of power usage and if the Customer is found to be exceeding the above value then charges for 15 Amps or the size of the circuit breaker (whichever is higher) and if available, will apply.
- 3.6. If the Customer is supplied with a B feed, then only Customer Equipment supplied by the A feed may receive a connection to the B feed for redundant purposes only. If any Customer Equipment found to be connected to the B feed without a connection to the A feed, then Host Networks reserves the right to disconnect any such equipment immediately with or without prior notice to such action.
- 3.7. It is the Customers responsibility to ensure You do not exceed your supplied power limit. Host Networks will not be liable to You for any loss or liability that arises as a result.

Remote Hands Support

- 3.8. Remote Hands is a charged service available for customers that cannot attend to the Customers Equipment in person. This service ranges from physical rebooting, power cycling equipment, reading an indicator, installing/removing/swapping parts, installing Operating Systems and so on.

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- 3.9. Any work performed on behalf of a customer is deemed to be Remote Hands and the customer agrees to pay any such charges at the then said rates for this service.

4 Co-location Services

Customer rights

- 4.1. Host Networks grants to the Customer a non-exclusive right to install, inspect, operate, repair and maintain Customer Equipment in the Co-location Space allocated to them by Host Networks.

Service Provision

- 4.2. Host Networks shall:
 - 4.2.1 provide to the Customer the Co-location Services in accordance with the terms and conditions contained in this Schedule and the Contract;
 - 4.2.2 take reasonable care not to damage or interfere with any Customer Equipment and not unreasonably interfere with the Customer's use of and access to the Co-location Space providing it is in accordance with the terms and conditions contained in this Schedule and the Contract;
 - 4.2.3 maintain and keep the Co-location Space in good and safe condition and repair.

Allocation of Co-location Space

- 4.3. Host Networks shall allocate the Co-location Space in its sole and absolute discretion and may upon fourteen (14) days notice to the Customer modify, substitute, replace or change the location of the Co-location Space or Host Networks Facility as reasonably necessary. Host Networks shall use reasonable endeavours to minimise any disruption to, or non-availability of the Co-location Services during a modification, substitution or relocation.

Service Levels

- 4.4. If Service Levels are specified in Annexure 1, Host Networks shall provide the Co-location Services in accordance with such Service Levels.
 - 4.4.1 Host Networks obligations to give or allow such rebates is the full extent of Host Networks liability and the Customer's sole and exclusive remedy in respect of any failure by Host Networks to meet the Service Levels.

Host Networks reservations

- 4.5. Host Networks reserves to itself the right to:
 - 4.5.1 access and use for its own purposes and for the provision of services to other customers other space within the Host Networks Facility that is not allocated as part of the Co-location Services to the Customer;
 - 4.5.2 grant additional licences to other customers for the use of space in the Host Networks Facility that is not allocated to the Customer;
 - 4.5.3 exercise or grant other rights not inconsistent with the rights granted hereunder;
 - 4.5.4 enter and pass through the Co-location Space with or without equipment provided that such access does not unreasonably interfere with the use of the Co-location space by the Customer.
 - 4.5.5 Inspect the Customers equipment at any time if, in Host Networks opinion, the Customer Equipment is causing, or is likely to cause, service degradation to Host Networks or any third party due to but not limited to, overheating, excessive power load, non-standard installation practices, noise or other interference, Host Networks reserves the right to refuse installation of such equipment or turn off the Customer Equipment. Where practicable, Host Networks will endeavour to give the Customer 24 hours notice to remedy the situation, prior to turning off the Customer Equipment.
 - 4.5.6 access the Customer Equipment at any time to assess whether You are complying with Your obligations under this Agreement, to rectify any breach by You of this Agreement or to exercise a right under this Agreement. You must not hinder or interfere with Host Networks access to the Customer Equipment. You must not change the locks or use additional locks to hinder access to the Customer Equipment.

5 Customer Access

- 5.1. The Customer shall have reasonable access to the Co-location Space for the purpose of utilising the Customer rights set out in clause 4.1, on the following basis:
- 5.2. You agree to comply with Host Networks security regulations and other operating policies and procedures as advised by Host Networks to You from time to time.
- 5.3. You and Your agents, employees and contractors must not interfere with or modify any equipment at the Location other than the Customer Equipment.

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- 5.4. You must not access or place any piece of equipment in the underfloor areas or cable trays in the location without the prior written consent of Host Networks.
- 5.5. You will be liable for any damage to other equipment by Your agents, employees or contractors.
- 5.6. Host Networks will make available documentation (or links to documentation) relating to the procedure for arranging access to the Location. We may amend this in our sole discretion and you must comply with the then current Access Procedures at all times.
- 5.7. It is the Customers responsibility to inform Host Networks in writing of any changes to the Customers authorised representatives to the Location.
- 5.8. Customer agrees to payment of any relevant Charges associated with this paragraph 5.

Escorted Access

- 5.9. Subject to paragraph 5.9.1 You will use Your best endeavours to give Host Networks such notice as Host Networks requires of a request to enter the Location.
 - 5.9.1 In the case of failure of any Customer Equipment requiring urgent repairs necessitating unscheduled access to the Location, You must notify Host Networks as soon as practicable and make arrangements for access to the Location.
 - 5.9.2 Unless You have Unescorted Access Status, You must be accompanied by an authorised Host Networks staff member when accessing the Location, and may be denied access to the Location unless accompanied by such authorised Host Networks staff member.
 - 5.9.3 Access will be denied if you are unable to provide the ticket number created for your request of access and presentation of photo ID such as a drivers license.

Unescorted Access

- 5.10. If expressly agreed in any Service order the Customer shall be entitled to unescorted access to the Co-location Space. Each of Your personnel who wish to receive unescorted access must receive individual clearance from Host Networks and will only then be granted unescorted access after an induction session.
 - 5.10.1 You must ensure that any personnel who use an access card have received such clearance. Host Networks, acting reasonably and without incurring any liability to You, reserves the right to refuse or withdraw such clearance at any time.
 - 5.10.2 Host Networks may withdraw or suspend any Unescorted Access Status if You fail to comply with Your obligations under this Agreement and Contract. You must comply with any conditions of access (such as permissible hours of entry) notified by Host Networks to You from time to time.
 - 5.10.3 The Customer must notify Host Networks immediately in writing on any lost, misplaced or stolen Access Cards. A fee will be charged for any replacement card issued.
 - 5.10.4 If Your personnel, agents, or contractors do not have authorisation by Host Networks for unescorted access, then paragraph 5.9 and any relevant charges apply.

6 Customer Obligations

- 6.1. The Customer shall:
 - 6.1.1 ensure that space utilised by it is minimised when installing, operating and maintaining Customer Equipment;
 - 6.1.2 ensure that all Customer Equipment is appropriate, adequately maintained and meets minimum technical standards determined by the ACMA and any other standards advised by Host Networks to You from time to time.
 - 6.1.3 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 the Location;
 - 6.1.4 immediately inform Host Networks in writing of any damage to the Co-location Space, equipment or facilities of third parties, or the Host Networks Facility (including Host Networks equipment and cabling) immediately upon becoming aware of the same;
 - 6.1.5 ensure that no Customer Equipment shall exceed the floor loading limits of the Host Networks Facility;
 - 6.1.6 satisfy itself as to the adequacy of the Host Networks Facility, the Co-location Space, power supply, ventilation and levels of electromagnetic emission;
 - 6.1.7 upon request by Host Networks remove from the Co-location Space equipment that:
 - (a). is not Customer Equipment approved by Host Networks;
 - (b). interferes with the equipment of Host Networks or third parties in the Host Networks Facility;
 - (c). interferes with the safety, structural integrity or operation of the Host Networks Facility;or
 - (d). emits unacceptable levels of electromagnetic emissions.
 - 6.1.8 Inform Host Networks prior to any work to be carried out within the Co-location Space involving any form of smoke being generated (i.e. soldering iron) so fire detection can be isolated during that time.

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- 6.1.9 You are responsible for ensuring that there is sufficient clearance for Customer Equipment requiring ventilation or heat dissipation within the relevant Co-location Space. You must rectify any issues within the timeframe notified by Host Networks, which may involve redistributing Customer Equipment and/or obtaining additional space within the Location at Your cost.
- 6.1.10 Be held responsible for and agree to pay all charges resulting from:
 - (a) any damage to the Host Networks Facility caused by the Customer or the Customer's equipment and;
 - (b) the release of the gas suppression caused by the Customer or the Customer's Equipment.
- 6.1.11 You must pay all Charges resulting from use of the Services, whether authorised by You or not.
- 6.1.12 grant, as security for any unpaid Charge owed to Host Networks under this or any other Agreement with Host Networks, a lien over the Customer Equipment. Host Networks may sell all or part of the Customer Equipment on which it has a lien in the event that You fail to pay any Charges by the due date for payment and Host Networks gives You written notice at least seven (7) days prior to the date of sale, stating and demanding that the outstanding Charges be paid.
- 6.1.13 bear the entire risk of loss or damage to the Customer Equipment after its delivery to the Location. You shall, at Your own expense, obtain and maintain property and casualty insurance for the Customer Equipment against all risks of loss or damage as well as all risks of loss and damage to third party equipment. The amount of such insurance shall not be less than the aggregate of the replacement cost of all Customer Equipment.

7 Customer Restrictions

- 7.1. The Customer shall not:
 - 7.1.1 directly interconnect its equipment to the co-located equipment of any carrier or customer of Host Networks at the Host Networks Facility without the written consent of Host Networks and the relevant equipment owner. Cross-connection charges shall apply to such interconnections;
 - 7.1.2 do anything in or around the Co-location Space or in the Host Networks Facility that, in Host Network opinion, is noxious, offensive or a nuisance;
 - 7.1.3 use the Co-location Space for any purpose other than installing, inspecting, maintaining, repairing and operating the Customer Equipment;
 - 7.1.4 damage the Co-location Space or the Host Networks Facility or any equipment located therein;
 - 7.1.5 except as expressly permitted by Host Networks, install fixtures or fittings in the Co-location Space;
 - 7.1.6 permit any third party (other than its authorised employees, agents or contractors who have Host Networks approval) to access the Co-location Space; or
 - 7.1.7 do any act or thing that causes Host Networks to be in breach of any regulatory approval, consent, licence or regulation held or required to be held by Host Networks.

8 Term

- 8.1. The Contract shall commence on the date of signing. The Co-location Services shall commence on the Service Commencement Date specified in the Service Order and shall, unless terminated earlier in accordance with the terms of this Contract, continue in full force and effect for the Initial Term set out in the Service Order.

9 Fees

- 9.1. The Customer shall pay to Host Networks the fees set out in the Co-location Service Order and any additional fees for any other Services performed from time-to-time and payable on the Terms and Conditions set out in the Service Order and/or Master Services Agreement.

10 Superior rights Subordination

- 10.1. The Contract is made subject and subordinate to the terms and conditions of any underlying ground or facilities lease or licence or other superior rights by which Host Networks has acquired an interest in the Host Networks Facility.

Rights conditional

- 10.2. The rights of the Customer are conditional upon the owner of the relevant Host Networks Facility giving and continuing its consent, if required, to the grant and continuation of the Customer rights under this Contract.

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No breach or invalidation

10.3. The Customer shall not do or fail to do anything that may invalidate, or breach the terms of, any agreement between Host Networks and the owner, lessor or licensor of any Host Networks Facilities, which could affect Host Networks right to use or occupy such Host Networks Facility.

No tenancy

10.4. Nothing in this Schedule creates any tenancy between Host Networks and the Customer, nor does it confer upon the Customer any right or interest in the land by way of occupation rights, licence, easement, rights of way or otherwise except expressly provided in this Schedule.

11 Sale and transfer of facility

- 11.1. Nothing in this Schedule prohibits Host Networks from selling or otherwise transferring its interest in the Host Networks Facility.
- 11.2. This Schedule shall automatically terminate when Host Networks ceases to have a right to use the Host Networks Facility.
- 11.3. Host Networks shall use reasonable endeavours to assist the Customer to novate this Contract to, or enter into a new agreement with, any new owner, lessee or licensee of the Host Networks Facility.

Indemnity

- 11.4. Without limiting any express rights of the parties under the Master Services Agreement, You indemnify, and will keep fully indemnified, Host Networks, and each of Our officers, agents, employees and contractors, from and against any losses, damages, costs or expenses (including legal costs assessed on a solicitor client basis) which Host Networks or any of Our officers, agents, employees or contractors, may suffer or incur arising out of or in connection with an action or claim brought by a third party against Host Networks or any of Our officers, agents, employees or contractors, which is a result of:
- (a) the presence of the Customer Equipment or Your officers, agents, employees or contractors at the Location;
 - (b) the installation, operation, maintenance or removal of Customer Equipment on or from the Location;
 - (c) any defects or faults in the Customer Equipment;
 - (d) the negligence or intentional acts or omissions of any of You or Your officers, agents, employees or contractors.

12 Definitions and interpretation

Definitions

- 12.1. Terms shall have the meaning given to them in the Master Services Agreement between Host Networks and the Customer.
- 12.2. In addition, in this Schedule the following definitions apply:
- ACMA** means the Australian Communications and Media Authority or any successor.
- Carrier** has the meaning given to that term in the Telecommunications Act, 1997 (Cth).
- Co-location Services** means the Co-location services described in the Service Order Form.
- Co-location Space** means the space described as such in a Service order for Co-location Services which is supplied to the customer.
- Customer Equipment** means any hardware, software, equipment, systems, cabling, consumables and fittings provided by, or controlled by, You and used in connection with the Services.
- Location** means the premises at which the Customer Equipment is to be installed, details of which are set out in the Service Order Form.
- Loss** means costs, loss, damage, liability or expenses (including all legal costs on a full indemnity basis, fees and expenses).
- Services** means the service(s) described in the Service Order Form, as varied from time to time in accordance with this Service Schedule.
- Service Commencement Date** means the date the Service is provisioned and ready for use by the Customer.