

Service Schedule

4G Data, Layer 3 DSL & EFM Access Network



1. The Service

1.1 This Service Schedule is for the supply of the 4G Data, DSL and EFM Access Network service (the "Service") between the VoIPcloud and the Customer premises locations within Australia. IP transit is provided to each service and each service rated individually.

1.2 The DSL and EFM Service consists of two major components:

(a) DSL and EFM Tail Circuits, connecting the Customer premises to the VoIPcloud network

(b) IP Transit, allowing End-Users access to the Internet via the VoIPcloud Network and its peers.

IP Transit is optional and provided and rated on an individual service basis. 4G Data service always includes both components.

1.3 This Service Schedule will apply to the first and any subsequent Service Orders for any components executed by the Customer and VoIPcloud.

2. Prerequisites to supply of the service

2.1 The Customer must read and agree to the VoIPcloud's Master Services Agreement and this Service Schedule.

2.2 VoIPcloud will provide CPE(Customer premises equipment) for EFM service. However customer is required to obtain suitable ADSL2+ or 4G modem for any DSL or 4G service. Suitable network router and switch may also be required and is not provided by VoIPcloud.

2.3 The Customer is responsible for any required data cabling within its premises. This includes cabling for the Telstra cabling handoff point to the required location of the CPE and any other equipment;

2.4 For EFM service, the Customer shall identify a contact person at each installation location, inform them of the impending installation and have them instruct the installer of the exact location for installation of the services at that site. Where a service needs to be relocated at a site because of incorrect instruction by the Site Contact or a site revisit is required because the installer is turned away from the site VoIP will charge the customer for all additional costs incurred.

The Customer must use its best endeavours to facilitate the provision of the Services by VoIPcloud. Such facilitation will include but is not limited to, notifying and/or obtaining permission from or co-operation of, any landlord, lessor, cotenant or other person where such notification, permission and/or co-operation is necessary for the installation or maintenance of VoIPcloud's Equipment at a location or for the connection of VoIPcloud's Equipment to the service delivery point and where advised by VoIPLine, obtain and maintain any authorisation, permission, licence, waiver, registration or consent from any person necessary for VoIPcloud to provide the Services.

2.5 VoIPcloud may, in order to provide the Services at a service delivery point, install VoIPcloud's Equipment at a location. The Customer must provide a suitable physical environment (including power and air conditioning if required) for VoIPcloud's network equipment.

2.6 Whenever VoIPcloud (or where appropriate, its lessors or licensors) own the VoIPcloud Equipment, the Customer must protect VoIPcloud's title to Network Equipment and agree not to remove or obscure any identification marks on the equipment; to make it clear to all persons that the equipment belongs to VoIPcloud; to comply with all reasonable instructions VoIPcloud gives the Customer relating to that equipment to protect VoIPcloud's ownership; and to not do anything or allow anything to be done with that equipment which might affect VoIPcloud's ownership.

2.7 OnNet DSL Service requires an existing Telstra PSTN Line. VoIPcloud is only able to provide an OnNet DSL service if the Customer has, and continues to use, a Qualified Telephone Line over which Telstra or a reseller of Telstra supplies a Standard Telephone Service.

2.8 Connection of the Service will mean that Incompatible Products from VoIPcloud or other service providers will not be supplied on that Qualified Telephone Line.

2.9 Where the Customer has, or is acquiring, a Monitoring Service the Customer may need to install additional equipment (this equipment is not at VoIPcloud's cost and VoIPcloud has no responsibility for this equipment) to be able to receive the OnNet DSL service.

2.10 The End User must comply with the Acceptable Usage clauses of Paragraph 14.

3. PARTIES

3.1 This Schedule applies between VoIPcloud Wholesale ("VoIPcloud") and the Customer identified in the Service Order ("Customer"); Service Order can be submitted via online web form, email or via the phone;

4. SERVICE DESCRIPTION – 4G, DSL & EFM TAIL CIRCUITS - GENERAL

4.1 4G DSL or EFM Tail Circuit provides network connectivity to the VoIPcloud's network from the Customer premises. EFM and DSL network connectivity is provisioned on a metallic wire pair or pairs usually used as a standard telephone line. 4G Data services provided via Telstra mobile 4G network.

4.2 VoIPcloud maintains connectivity to several third-party DSL & EFM access networks (our "Suppliers"), providing various options for DSL & EFM Tail Circuits delivery. Layer 3 services will only be supplied where VoIPcloud can do so on the VoIPcloud OnNet Network, which provides both ADSL2+ and EFM services.

4.3 VoIPcloud will provide the Customer will a list of exchanges serviced by its OnNet Network for DSL and EFM services.

4.4 DSL Tail Circuits are not guaranteed to always be available, and cannot be redundantly protected.

Service Level Agreements for availability are specified in the item 12 of this document.

4.5 EFM Circuits are deemed to be more reliable and can have some level of redundancy (for EFM with at least 4wires), however its reliability will heavily depend on the distance to the telephone exchange.

4.6 DSL & EFM Tail Circuits of each delivery type are not available in all locations. VoIPcloud will provide the ability to perform a Service Qualification check for availability prior to ordering a service.

4.7 VoIPcloud does not provide CPE for connection to the DSL Tail Circuit. It is the responsibility of the Customer to provide compatible CPE for the Service. The Customer must ensure that End-User or Customer equipment that is connected to the

Service is labelled with the ACMA telecommunications compliance mark (the "A-tick") and conforms to all laws and technical standards applicable.

4.8 CPE connected to DSL and EFM Tail Circuits use Point-to-Point Protocol (PPP) sessions to authenticate the End-User's connection credentials with the VoIPcloud network or VoIPcloud's supplier RADIUS equipment.

4.9 ADSL services are built using shared access networks. Throughput speeds, latency and latency variations may vary depending on the traffic of other End Users, and are not guaranteed. EFM services are supplied as 1:1 uncontended connection and therefore more stable throughput and latency can be achieved;

4.10 Each Layer 3 DSL & EFM service includes IP Transit. The amount of included IP Transit traffic is specified in the Service Order.

4.11 4G data connection reliability and speeds will depend on such physical factors as distance to closest Telstra mobile tower, obstacles for radio

5. PROVISION OF SERVICE – DSL AND EFM TAIL CIRCUITS

5.1 The Customer must supply to VoIPcloud a DSL/EFM Tail Circuit Service Order detailing the End User locations and other details required for each of the technology options.

5.2 OnNet DSL Services standard provisioning interval is 10 business days.

5.3 EFM Services standard provisioning interval is 22 business days.

5.4 4G Data service standard provisioning interval is 3 business days.

5.5 At End-User premises VoIPcloud will arrange for a standards based interface to be provided for connection of CPE to one of the VoIPcloud Suppliers' access networks. The interface will be one of the following technology options: ADSL1, ADSL2+, EFM

5.6 Layer 3 DSL services are LSS services ("Co-existing Services") and the DSL Tail Circuit is provided on the same copper wire pair as an existing analogue PSTN service, and the service location is primarily defined by the PSTN service number, also known as a Full National Number (FNN).

5.7 DSL or EFM Tail Circuits may not be available to every location, due to a number of factors including but not limited to network topology, line distance, absence of unused pairs and the presence of an incompatible service.

5.8 Co-existing Services may not be compatible with some telecommunications options existing on the PSTN line. These options, if currently operating, must be discontinued before the DSL Tail Circuit can be ordered and following the installation of the DSL Tail Circuit these incompatible telecommunications options will no longer be available. These options include, but are not limited to: priority assistance, Auxiliary Numbers associated with FaxStream Duet and EasyCall Multiple

Number services, ISDN services, and some answering and fax machine models. A list of known telecommunications services and products that are incompatible with ADSL is published at:

<http://telstrawholesale.com.au/download/document/data-access-incompatibleproducts-1.pdf> and this list will be updated from time to time by Telstra.

5.9 Co-existing Services may require line filtering equipment to be installed by the Customer or End User. Where a monitoring service or other hard-wired device is connected to the PSTN line, or more than four telephone devices are connected to the line, a central filter/splitter must be installed at the Customer premises at Customers expense. Failure to install appropriate filters may result in the DSL Tail Circuit being interrupted and/or the DSL service interrupting or interfering with the other services co-existing on the PSTN line.

5.10 The DSL and EFM Access Network Service does not include the provision of cabling or equipment beyond the Network Boundary Point at each End-User Location. Customers may need to check the availability of cabling within the End-user's premises between the Network Boundary Point and the desired location of the CPE.

5.11 In the case where additional work from the Network Boundary Point is required, the Customer agrees that it is responsible for ensuring the work is performed; and:

(a) that Cabling work within NBPs/MDFs/IDFs, including installation of splitters/filters and the installation of cabling, must be performed by registered cablers (see <http://www.acma.gov.au>);

(b) that it is the responsibility of the Customer to ensure compliance with all Australian cabling standards and guidelines;

(c) to the extent permitted by law, VoIPcloud excludes all liability to the Customer howsoever caused, whether it be in contract, tort (including negligence), statute or at general law, for any loss suffered by the Customer in connection with the installation; and

(d) the Customer indemnifies VoIPcloud for any loss or damage suffered by VoIPcloud in connection with the installation activities.

5.12 The Customer may request a Service Qualification Check for locations prior to submitting a Service Order to determine availability and suitability of the requested technology option. VoIPcloud reserves the right to reject a Service Order for a Location if the Service does not pass the Service Qualification Check or the particular delivery type is not available at that location.

5.13 If a Service Order passes the Service Qualification Check, then VoIPcloud will take all reasonable measures to ensure the Service is delivered at the speed specified in the Service Order, at the location specified in the Service Order and for the Term specified in the Service Order.

5.14 If the End-User already has a DSL service with another supplier, then under some circumstance VoIPcloud may be able to move the End-User's service to the VoIPcloud's network without requiring a new connection to be made.

6. FEES AND CHARGES STRUCTURE – DSL AND EFM TAIL CIRCUITS

6.1 Each component Service within the DSL AND EFM Access Network Service is a fixed price service, charged on a non-recurring ("NRC") basis or recurring monthly ("MRC") in advance. The Customer must pay all fees detailed in the DSL Access Network Service Order that apply to each DSL or EFM Tail Circuit ordered. Minimum contract terms will also apply with termination fees equal to the total charges for the remainder of the contract.

6.2 Pricing in any Service Order is based upon information provided by carriers for connections to the Customer.

6.3 In a minority of cases this may vary because of access to the Customer premises to deliver services or cabling within the Customer premises. In these instances VoIPcloud will get prior approval of the customer for the costs to carry out the work.

6.4 Where VoIPcloud Equipment requires replacement or service by reason of Customer's failure to use the equipment in a proper manner; any act of wilful damage or interference by any person other than VoIPcloud, its employees or agents; failure or fluctuation of the electrical power supply to the VoIPcloud's equipment; any external electromagnetic interference or pest infestation; VoIPcloud will provide that replacement or service (with the express interest of maintaining a service), and will charge the Customer for that replacement or service at its standard prices and rates for labour and materials then in effect.

7. SERVICE DESCRIPTION – IP TRANSIT (“INTERNET”)

- 7.1** In addition to the individual DSL OR EFM Tail Circuits, VoIPcloud will aggregate all DSL & EFM Tail Circuits and provide IP Transit. Aggregation will occur at locations nominated and maintained by VoIPcloud or its supplier.
- 7.2** IP Transit will include both Domestic and International traffic and will provide the End-User with access to all of VoIPcloud’s upstream providers and peers.
- 7.3** VoIPcloud or its suppliers will aggregate all DSL Tail Circuits on a State based topology. State Aggregation will occur in Sydney, Brisbane, Melbourne, Adelaide, Canberra and Perth.
- 7.4** It is VoIPcloud’s responsibility to ensure sufficient IP Transit capacity exists to provide an acceptable level of performance or contention for the Customer.

8. TERM AND COMMENCEMENT

- 8.1** The EFM and ADSL Service will be supplied for the term specified in the online signup form. However this term can not be less than 6 months for the DSL, 24 or 36 months for EFM service and 1 month for 4G data service.
- 8.2** Once VoIPcloud confirms that the service is active VoIPcloud will notify the Customer of Service Completion via email about Ready For Service “RFS” event. The date of this email forms the RFS date.
- 8.3** The term commences on the RFS date, which is the first day by which the services is available for use by the Customer but no earlier than the date listed in the Service Order, unless otherwise agreed in writing by both parties.
- 8.4** VoIPcloud will use its best endeavours to provide the service by the target dates and VoIPcloud will not be liable for any costs incurred by the customer as a result of a late installation of a service.

9. PAYMENT

- 9.1** Each DSL, 4G and EFM Aggregation Circuit has a fixed price service, charged monthly in advance. Additional usage, when applicable are charged in arrears to customer account.
- 9.2** For customers on prepaid billing system, positive account balance have to be maintained at all times to allow for automatic charges of all recurring service fees and charges;
- 9.3** The Customer must pay all fees detailed in the Service Order.

10. SERVICE DELIVERY

- 10.1** VoIPcloud will use all reasonable endeavours to provide each DSL, 4G data or EFM Tail Circuit on the Customer Requested Date specified in the Service Order. In many cases VoIPcloud will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore VoIPcloud will not be liable for any delay installing the services. Dates specified in the Service Order are approximate. VoIPcloud will keep the customer informed of its progress provisioning the Service.
- 10.2** Neither VoIPcloud nor its Supplier (which may be referred to as a carrier or supplier to you) is liable to the Customer in any circumstances (including in negligence) in relation to any Service supplied to the Customer, any delay in supplying the Service or any failure to supply the service.

11. FAULT REPORTING

- 11.1** Before reporting a fault to VoIPcloud, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the customer’s administrative domain.
- 11.2** Customers who rely on VoIPcloud supplied Customer Premise Equipment (“CPE”) must specifically ensure that the VoIPcloud’s CPE is receiving power and cooling as required to be operational.
- 11.3** As soon as Customer has confirmed the fault is related to the Service supplied by VoIPcloud, that fault must be reported to VoIPcloud by email to the following address: support@au.voipcloud.online.
- 11.4** If VoIPcloud determines the fault is attributable to the Customer equipment then VoIPcloud reserves the right to invoice the customer a reasonable amount (not to exceed \$500) for the time spent diagnosing the Customer’s fault.

12. SERVICE LEVEL AGREEMENT AND REBATES

- 12.1** EFM Service
- 12.1.1** EFM Premium Grade Service speeds are offered to customers using an international engineering standard to ascertain the theoretical speed a customer can get on the service estimating the quality and length of the copper line. Where the speed offered to the customer can not be physically obtained, VoIPcloud will offer the customer the option to reduce to the next available VoIPcloud speed and price for that speed or to accept the lesser speed without a financial discount on the service.
- 12.1.2** VoIPcloud will guarantee 99.9% availability of EFM lines only.
- 12.1.3** This shall be identified by using a ping program to identify a loss of consecutive pings on the Customer Access Circuit without any Customer traffic on the Access Circuit.
- 12.1.4** Where Customer Access availability is compromised in excess of one hour during a calendar month, the customer may receive a Service Credit for the service downtime.

12.1.5 EFM Service Availability (%) 99.90% (per month)

Should in any given month the EFM Service not perform to the Service Level Agreement (SLA), VoIPcloud will provide the customer with a Service Level Rebate provided the customer reported the fault (in accordance with Section 11) The rebate provided is listed in the following table:

Table 1.

Aggregate Outage Minutes in Month during business hours 9am – 5pm Mon – Fri (Melbourne VIC)	< 45 min	< 135 min	< 300 min	> 300 min
% of Monthly Recurring Charges Rebated	No rebate	10%	15%	20%

12.2 DSL Service

12.2.1 DSL Service Availability (%) 99.20% (per month)

Due to Telstra Service Level targets, DSL Service Availability is set at 99.20%. Should in any given month the DSL Service not perform to the Service Level Agreement (SLA), VoIPcloud will provide the customer with a Service Level Rebate provided the customer reported the fault (in accordance with Section 11). The rebate provided is fixed at 20% of the monthly recurring fees for the affected DSL services.

Table 2. DSL Fault response times for faults reported during business hours:

Fault Level	Response to Fault Logged via email	Response to Fault Logged via Phone
P1 Fault (Service Down)	-	60 mins
P2 Fault (Service Significantly Impaired)	12 hours	6 hours
P3 Fault (Minor Issue)	24 hours	24 hours

12.2.2. OnNet Layer 3 DSL Hours of Support Coverage: 9am – 5.30pm Mon – Fri, Business days only. Excludes public holidays.

12.2.2. DSL Services rectification timeframes – OnNet DSL

VoIPcloud and its Suppliers will use their best endeavours to investigate and repair or rectify OnNet Layer 3 DSL faults and service issues within the following timeframes. Rectification may include a temporary service restoration, with a permanent resolution to be completed at a later date.

Table 3. OnNet Layer 3 DSL Mean Time to restore timeframes

All areas	By the end of the next full Business Day
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12.3 Telstra 4G Data

12.3.1 Service Level Agreement does not apply to Telstra 4G data services

Due to variables involved in providing mobile 4G data services, we do not have any target SLA uptime guarantees.

12.4 A Service rebate is not redeemable in any form other than a credit to the Customer's account and in any month is capped at 20% of the Monthly Recurring Service Charges for the effected Service.

12.5 A Service Rebate Claim (SRC) must be submitted in writing within 7 Business Days from the date on which the fault was restored. VoIPcloud will not be required to consider any claims submitted after 7 Business Days.

12.6 Once a claim is received, VoIPcloud will review the event and calculate the Service rebate (if applicable) and credit to the Customer's account any such Service Rebate.

12.7 The Customer will not be entitled to claim a rebate if VoIPcloud determines the fault was due to or to the extent caused directly or indirectly by:

- i Act or omission of the Customer
- ii Failure of the Customer's equipment
- iii Failure of services supplied by the Customer to the VoIPcloud CPE
- iv Was entirely a result of a third party supplier to VoIPcloud
- v Scheduled Maintenance
- vi You have claimed a Service rebate related to this outage under a different Service Schedule
- vii Permitted suspension by VoIPcloud of the service
- viii Was the result of a "force majeure" event

13. SCHEDULED MAINTENANCE

13.1 VoIPcloud requires from time to time the ability to perform maintenance on the network. It shall provide via email (to the technical and administrative contact listed on the Service Order, to the following schedule.L services.

Category	Notice Period	Duration	Period (AEST)
Consultative	As agreed by parties	As agreed by parties	As agreed by parties
Planned Major	5 Business days	> 60 mins	8pm – 6am or anytime during Saturday, Sunday
Planned Minor	2 Business days	< 60 mins	8pm – 6am
Unplanned Minor	24 Hours	< 30 mins	8pm – 6am
Emergency	-	< 15 mins	8pm – 6am

14. ACCEPTABLE USAGE

14.1 The Customer warrants that it will not use, or attempt to use, a Service and that it will use all reasonable endeavours to prevent its End Users using or attempting to use a Service:

- (a) to break any law or to infringe another person's rights;
- (b) to expose VoIPcloud or its suppliers to liability;
- (c) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted; or
- (d) in any way which damages, interferes with or Interrupts the Service, the VoIPcloud or a Supplier Network.

14.2 The Customer acknowledges that neither VoIPcloud nor its Suppliers are obliged to:

- (a) monitor use of the Service or any individual 4G, DSL or EFM Circuit
- (b) ensure End Users do not exceed any monthly download or upload limits or excessively use their service; or
- (c) suspend or configure an Individual Service if any of the events specified in this Service Schedule occur, and whether or not VoIPcloud does so, the Customer remains liable for use of the Service.

14.3 VoIPcloud may ask the Customer to stop, or ask it to stop its End-Users, acting or failing to act in a manner which VoIPcloud reasonably believes is contrary to paragraphs 14.1, 14.2 and 14.3. The Customer will as soon as reasonably practicable (but in any case within two Business Days) comply with any such request. If the Customer does not, then VoIPcloud may, in its absolute discretion and without liability, take any steps reasonably necessary to ensure compliance with paragraphs 14.1 including suspending the relevant 4G, DSL or EFM Tail Circuit or the entire Service.

15. SERVICE TERMINATION

15.1 4G and DSL Service:

The Customer may request to terminate any of its DSL services by giving 30 days written notice to VoIPcloud. For Services with agreed minimum term, and where such term has not expired, Customer will be liable to pay in full any remaining value of the agreed term.

15.2 EFM Service:

The Customer may request to terminate any of its EFM services by giving 90 days written notice to VoIPcloud. For Services with agreed minimum term, and where such term has not expired, Customer will be liable to pay in full any remaining value of the agreed term.

15.3 On termination the Customer's right to use the Services ceases immediately, the Customer must immediately cease to make use of any VoIPcloud Equipment, and immediately inform VoIPcloud of the specific location of any VoIPcloud Equipment on request, and permit, or procure permission for, VoIPcloud to access any location during normal business hours for the purpose of removing any VoIPcloud Equipment. The Customer agrees to not hinder VoIPcloud in doing all things necessary to recover VoIPcloud Equipment, and the Customer acknowledges that it will not in any circumstances assert any lien over VoIPcloud Equipment or any right or entitlement to such a lien.