



# CO-LOCATION SERVICE SCHEDULE AGREEMENT

## OPERATIVE PROVISIONS

### 1. The Service

1.1. This Service Schedule is for the supply of Telehousing Services for Customers located within Australia. It will apply to the first and any subsequent Service Orders executed by Eftel Limited and The Customer.

### 2. Prerequisites to supply of the Service

2.1. The Customer has signed or will sign a Service Order for Telehousing Services and a Master Services Agreement, and, in the case of the first engagement for Telehousing Services, will sign this Service Schedule.

2.2. This Schedule shall be incorporated in and form part of each Contract (which, for the avoidance of doubt, includes the Master Services Agreement and the Service Order) between the parties for the supply of Telehousing Services and contains the terms and conditions specifically relating to the Telehousing Services.

### 3. Parties

3.1. This Schedule applies between Eftel Limited ("Eftel") and the Customer identified in a Telehousing Services Order ("Customer").

### 4. Customer Rights

4.1. Eftel grants to the Customer a non-exclusive right to install, inspect, operate, repair and maintain Customer Equipment in the Telehousing Space.

4.2. Eftel shall:

- 4.2.1 provide to the Customer the Telehousing Services in accordance with applicable laws and on 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 Telehousing Space;
- 4.2.3 maintain and keep the Telehousing Space in good and safe condition and repair.

4.3. Eftel shall allocate the Telehousing Space in its sole and absolute discretion and may upon 30 days notice to the Customer modify, substitute, replace or change the location of the Telehousing Space or Eftel Facility as reasonably necessary. Eftel shall use reasonable endeavours to minimise any disruption to, or non-availability of the Telehousing Services during a modification, substitution or relocation.

4.4. If Service Levels are specified in Annexure 1, Eftel shall provide the Telehousing Services in accordance with such Service Levels.

4.5. Eftel 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 Eftel Facility that is not allocated as part of the Telehousing Services to the Customer;
- 4.5.2 grant additional licences to other customers for the use of space in the Eftel 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 Telehousing Space with or without equipment provided that such access does not unreasonably interfere with the use of the Telehousing Space by the Customer.

### 5. Customer Access

5.1. The Customer shall have reasonable access to the Telehousing Space for the purpose of utilising the Customer rights set out in clause 4.1, on the following basis:

- 5.1.1 Work hours – access shall be permitted upon two business days written notice between 9.00am and 5.00pm on any day except a public holiday in the place where the Telehousing Space is located;
- 5.1.2 After hours and emergency – for access required on less than two business days notice, access on public holidays, and all other days between 5.00pm and 9.00am the following day, access shall be permitted in accordance with Eftel's standard after hours access protocol. In order to obtain after hours access:
  - (a) the Customer's designated representative must have been notified to Eftel and their qualifications pre-vetted by Eftel;
  - (b) the Customer's representative will require to be met by a security guard and pass security and identity checks; and
  - (c) Eftel's appointed security guard will escort the Customer's representative at all times whilst accessing the Telehousing Space.

Additional charges apply on an hourly rate at Eftel's standard rates for after hours and emergency access.

5.1.3 Unescorted - If expressly agreed in any Service Order the Customer shall be entitled to 24 hour unescorted access to the Telehousing Space. In such case the Customer shall comply with Eftel's standard unescorted access protocol and additional charges shall apply at Eftel's standard rates for unescorted access.



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- 5.2 Additional charges apply on an hourly rate at Eftel's standard rates for access on terms other than those set out in this clause 5.
- 5.3 Eftel authorises the Customer to pass through the Eftel Facility by routes approved by Eftel to access the Telehousing Space solely for the purpose of utilising the Customer rights set out in clause 4.1.
- 5.4 Access requests shall be directed to the approved Eftel Representative.
- 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 the Telehousing Space is kept clean and tidy and that no flammable materials are left or kept in the Telehousing Space or the Eftel Facility;
  - 6.1.3 comply with Eftel's reasonable requests regarding cleaning of the Telehousing Space and disposal of waste;
  - 6.1.4 immediately inform Eftel in writing of any damage to the Telehousing Space, equipment or facilities of third parties, or the Eftel Facility (including Eftel 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 Eftel Facility;
  - 6.1.6 satisfy itself as to the adequacy of the Eftel Facility, the Telehousing Space, power supply, ventilation and levels of electromagnetic emission;
  - 6.1.7 upon request by Eftel remove from the Telehousing Space equipment that:
    - (a) is not Customer Equipment approved by Eftel;
    - (b) interferes with the equipment of Eftel or third parties in the Eftel Facility;
    - (c) interferes with the safety, structural integrity or operation of the Eftel Facility; or
    - (d) emits unacceptable levels of electromagnetic emissions.
- 6.8 The results of a Feasibility Study will remain valid for a period of 30 calendar days from completion of the Feasibility Study ("Feasibility Validity Period"). A positive Feasibility Study result is not a guarantee that there will be available capacity in Eftel's Network for the relevant Ethernet Service, if ordered. Availability of capacity is only confirmed following The Customer placing an Order. Where The Customer orders a Ethernet Service without first conducting a Feasibility Study or only a Desktop Feasibility Study.
- 6.9 If no Feasibility Study, or only a Desktop Feasibility Study, is undertaken for a Ethernet Service, Eftel Limited may be unable to confirm whether there is sufficient capacity in Eftel' Network to provide the Ethernet Service and whether the necessary infrastructure is in place to enable the Ethernet Service to be provisioned. If there is not sufficient capacity to provision the Ethernet Service, Eftel Limited may cancel that Ethernet Service and will have no liability to The Customer for such cancellation. If Eftel Limited advises The Customer that additional infrastructure is required to provision a Ethernet Service:
- (a) Eftel Limited will advise The Customer of the Special Linkage Charge and Customer Cabling Charge to install the Ethernet Service ("Additional Charges"); and
  - (b) if The Customer agrees to pay the Additional Charges, provisioning will continue and those additional charges will be payable as Miscellaneous Charges; or
  - (c) if The Customer does not agree to pay the Additional Charges, provisioning will cease, the order for the Ethernet Service will be deemed to have been withdrawn. In addition, The Customer must pay to Eftel Limited a sum equal to the provisioning costs beyond those Eftel Limited would normally incur and which have been reasonably incurred by Eftel Limited up to the date provisioning ceases.
- 6.10 Upon receipt of a request for variation of an Order or a change to an existing Ethernet Service, Eftel Limited will, after consulting with The Customer, in its discretion determine whether or not the variation requires a Feasibility Study to be undertaken and a new Order for the Ethernet Service to be submitted by The Customer.



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## 7. Customer Restrictions

### 7.1 The Customer shall not:

- 7.1.1 directly interconnect its equipment to the collocated equipment of any carrier or customer of Eftel at the Eftel Facility without the written consent of Eftel and the relevant equipment owner. Cross-connection charges shall apply to such interconnections;
- 7.1.2 do anything in or around the Telehousing Space or in the Eftel Facility that, in Eftel's opinion, is noxious, offensive or a nuisance;
- 7.1.3 use the Telehousing Space for any purpose other than installing, inspecting, maintaining, repairing and operating the Customer Equipment;
- 7.1.4 damage the Telehousing Space or the Eftel Facility or any equipment located therein;
- 7.1.5 except as expressly permitted by Eftel, install fixtures or fittings in the Telehousing Space;
- 7.1.6 permit any third party (other than its authorised employees, agents or contractors who have Eftel's approval) to access the Telehousing Space; or
- 7.1.7 do any act or thing that causes Eftel to be in breach of any regulatory approval, consent, licence or regulation held or required to be held by Eftel.

### 7.2 The Customer must ensure that the Customer Equipment does not:

- 7.2.1 exceed the Customer's Power Allocation at any time; or
- 7.2.2 exceed 75% of the Customer's Power Allocation for more than one (1) hour in any twenty-four (24) hour period.

### 7.3 If the Customer breaches clause 7.2, Eftel will:

- 7.3.1 provide written notice of the breach; and
- 7.3.2 if Eftel has previously provided written notice pursuant to clause 7.3.1, increase the Customer's Power Allocation at the Customer's cost.

## 8. Fixed Terms

- 8.1 The Contract shall commence on the date of signing. The Telehousing 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 Eftel the fees set out in the Telehousing Service Order such fees to be invoiced on the frequency, and payable on the terms set out in the Service Order.

## 10. Superior Rights

- 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 Eftel has acquired an interest in the Eftel Facility.
- 10.2 The rights of the Customer are conditional upon the owner of the relevant Eftel Facility giving and continuing its consent, if required, to the grant and continuation of the Customer rights under this Contract.
- 10.3 The Customer shall not do or fail to do anything that may invalidate, or breach the terms of, any agreement between Eftel and the owner, lessor or licensor of any Eftel Facilities, which could affect Eftel's right to use or occupy such Eftel Facility.
- 10.4 Nothing in this Schedule creates any tenancy between Eftel 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 Eftel from selling or otherwise transferring its interest in the Eftel Facility.
- 11.2 This Schedule shall automatically terminate when Eftel ceases to have a right to use the Eftel Facility.
- 11.3 Eftel 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 Eftel Facility.