

In signing the Service Order, you have accepted these Terms and Conditions of our offer to provide you with a fully managed Fixed Network Service as defined in the Service Order.

1. Installing and commissioning the Service

We commit to delivering the functionality and Service guarantee as defined in the Service Description. As a fully managed Service, we own all the network equipment that is used to deliver the Service. The exception is the onsite pole or roof top installation which you own or any purchased hardware. If you purchase hardware from us, we can maintain for an annual fee as noted on the Service Order.

We require access to your property: roof, pole location, power and rack space, to install our networking equipment during business hours. You will need to obtain all relevant permissions for this access and pay all costs associated with this. Any changes to service specifications, work outside business hours, delayed access to third party sites, poor weather or other factors outside our control, may incur additional charges or delays in delivering the service. These costs will be agreed with you in advance and we will keep you informed of any delays as part of our delivery process.

If applicable, the installation charges and relevant caveats will be defined in the Service Order. These caveats are considered part of these Terms and Conditions and could relate to additional costs which we will inform you of. Any up-front charges will be billed separately after contract signing and we will commence your regular billing from the date that is provided in the Service Activation Notification that we will email to you. We can quote on any further works that you may require to integrate our Service with your operations. If you require third party connectivity, your Network Provider will need a separate agreement with us, or will not be allowed site access.

2. Managing and maintaining the Service

We are responsible for maintaining our network equipment to ensure delivery of an 'end-to-end' network Service and associated service level guarantee. You are responsible for network traffic and applications that run over the Service.

If you wish to modify (move, add or change) the Service provided in any way, contact your Account Manager or our Service Desk on 1300 837 835 or service@vertel.com.au. We will provide a quote if there are any charges associated with these changes before we commence any works. If there are any faults or issues with the Service, report details to the Service Desk. You cannot change our network and or Service configuration in any way without our written consent, if you do you may be charged to rectify.

From time to time we may be required to make changes to our network. If these changes have the potential to affect your Service we will provide you with a planned maintenance notification as per our Service Description document.

If the actual outage exceeds what is planned due to circumstances beyond our control, or there is an unplanned outage due an emergency, equipment failure or cyber-attack, we will not be held liable. We will however provide you with a Service rebate for failing to meet the agreed Service guarantee. This rebate is detailed in the Service Description.

3. Ending the agreement for Services

You may terminate the agreement if we are unable to meet our Service availability, performance and management guarantees for more than three monthly periods within a year. You may terminate the agreement at any time by providing us written notice and paying out the outstanding balance of the contract term. This figure represents our actual loss of the termination of the Service. If you do not provide any notice of termination, the contract will be automatically renewed at the renewal date as per the option period included in the Service Order. Where there is no option period agreed, the Services will continue under the same Terms and Conditions, as per your billing cycle and may be subject to an adjustment in fees with 30 days' notice.

We may terminate the agreement if you fail to meet these Terms and Conditions, or we are unable to provide the Services due to a catastrophic event, or a failure of a third party site or network provider. On termination of the agreement, you must pay all outstanding invoices for the Services we have provided and we must be allowed access to your property to recover our equipment.

4. Managing our business relationship

To the extent permitted by law, we will not be held liable for any loss (consequential or indirect), costs or damage suffered due to any failure, termination or disconnection of these Services, and you release us from any such liability. Where any damage to your property was caused by us, we will contribute to the costs to rectify. Likewise, if you damage any property or equipment of ours, you will contribute to the costs to rectify as per our standard price books.

You agree that we may store your business contact information and Network and or Service configuration details in connection with our Services in accordance with current legislation.

You agree that we may assign all or part of our rights, title and interest under this agreement to an assignee. An assignment of this agreement by us will in no way affect our rights and obligations to you, with all other terms of every Service Offering remaining binding and in effect between us. You cannot assert any claim or defence against the assignee that you have against us under this agreement. If you assign these Services, then that party is bound by this agreement. This agreement is governed by the laws in NSW. When using these Services you agree not to break any laws and you will co-operate if we are required to comply with any such laws or directions by appropriate authorities.

You agree to keep the details of this agreement confidential. If you breach any law in the use of these Services or are more than 14 days late in paying your bills as per your invoice terms, by providing you with 30 days written notice, we will suspend your Services until these breaches are resolved. If these Services are reconnected, a reconnection charge of \$300 may apply.

These Terms and Conditions may change. We commit to dealing with any problems, Service issues or disputes in a reasonable and commercial manner. If we are unable to agree a satisfactory resolution within 30 days we will refer the issue to Telecommunications Industry Ombudsman (TIO) or another appropriate mediation authority in your state. For more information please contact your salesperson, our Service Desk on 1300 837835 or visit www.vertel.com.au