

Macquarie Telecom Services Agreement

Service Schedule 1 to Trading Terms – Fixed Line Services

The terms set out in this Service Schedule apply to the provision of Fixed Line Services in addition to the Trading Terms. Any capitalised terms not defined in this Service Schedule have the meaning given to them in the Trading Terms.

1. SUPPLY OF SERVICES

- 1.1 During the Term and until the Designated Numbers are validly transferred to another Service Provider or cancelled, Macquarie Telecom has the exclusive right to supply all Fixed Line Services to the Designated Numbers.
- 1.2 Subject to its right to cancel the Fixed Line Services under the Trading Terms, the Customer is not entitled to cancel the Fixed Line Services or to remove any Designated Numbers from the scope of the Fixed Line Services during the Period for the purpose of replacing Macquarie Telecom as the service provider for those Fixed Line Services or Designated Numbers with an alternative service provider.
- 1.3 The Fixed Line Services may include any data services using the Designated Numbers.
- 1.4 Subject to **clause 4.1(c)**, no Service Level Guarantees apply to the Fixed Line Services.

2. CHARGES

- 2.1 The Macquarie Rates may distinguish between different products used to provide the Fixed Line Services and different uses of the Fixed Line Services.
- 2.2 The Macquarie Rates are based on the Estimated Traffic Profile specified in the accepted Purchase Order. Macquarie Telecom reserves the right to alter the Macquarie Rates if the Customer's actual monthly traffic profile over any continuous 3 month period is on average less than 85% of the Estimated Traffic Profile.

3. MATTERS RELATING TO SERVICES

- 3.1 The Customer is responsible for providing complete and accurate details of the Designated Numbers to Macquarie Telecom. Macquarie Telecom accepts no responsibility for any error in the transfer of a Designated Number or supply of the Fixed Line Services where that error occurs as a result of a failure by the Customer to provide complete and accurate details of the Designated Numbers.
- 3.2 The Designated Numbers are transferred to Macquarie Telecom on an "as is" basis. The Customer is solely responsible for specifying any call line identification restrictions, call blocking, calling plans or other features available to the Designated Numbers.
- 3.3 Subject to technical availability, some or all of the Fixed Line Services may be provided using the Macquarie Telecom ISDN service (**Macquarie Telecom ISDN Service**).
- 3.4 To the extent applicable, "On-Net" applies where a call originating at a Designated Number using the Macquarie Telecom ISDN Service is terminated on the Macquarie Telecom fixed line network in Australia. "Off-Net" applies to all other calls originating from the Designated Numbers.
- 3.5 If Macquarie Telecom provides calling cards, the Customer must not:
 - (a) transfer, sell, hire or give away any calling card or any of its rights in any such card; or
 - (b) use or attempt to use a calling card after it ceases to be valid.
- 3.6 The quality of the Fixed Line Services provided is determined by the quality of service provided by a Provider to Macquarie Telecom. Subject to the terms of any applicable Service Level Guarantee, Macquarie Telecom is not liable to the Customer or any person claiming through the Customer for any breach or failure attributable to:
 - (a) any technical problem or technical limitation relating to a Provider's or other carrier's facility;
 - (b) any delay in provisioning any Fixed Line Service or in correcting any fault;
 - (c) failure or incorrect operation of any Fixed Line Service; or
 - (d) any other default in performance under the Agreement,
 if it is caused by any event beyond Macquarie Telecom's reasonable control.

4. MANAGED SERVICES

- 4.1 If agreed in writing by the parties the Customer may acquire the following services from Macquarie Telecom as Consulting Services in connection with the Fixed Line Services on the terms set out in the Trading Terms, this Service Schedule and any other terms specified in writing by Macquarie Telecom:
 - (a) **Volume Control** – which identifies, analyses and reports on potential means of reducing the Customer's call expenditure;
 - (b) **Billing Audit Services** – which involve an audit of the charges paid by the Customer to its previous service provider;
 - (c) **Service Assurance** – which includes service level guarantees in relation to management of the Customer's fixed voice network for either inbound or outbound calls; and
 - (d) **Other** – such other managed services as Macquarie Telecom may from time to time agree in writing to provide in connection with the Fixed Line Services.

5. EARLY TERMINATION AND CANCELLATION

- 5.1 The Charges payable for early termination or cancellation of the Fixed Line Services pursuant to **clause 16** of the Trading Terms are:
 - (a) if the Fixed Line Services are terminated or cancelled other than in accordance with **clause 16.2** of the Trading Terms prior to the expiry of the current Period and:
 - (i) at the date of termination or cancellation more than 2 complete calendar months of billing has occurred, an amount calculated by dividing the total of the Charges (excluding any monthly access fee for the Macquarie Telecom ISDN Service and any non-recurring credits (if applicable)) invoiced to the Customer for the 2 calendar months immediately prior to:
 - (A) the date of Macquarie Telecom's notice of termination of the Agreement; or
 - (B) the date of the Customer's notice of cancellation, (each the "**Effective Date**") by 8, and multiplying the resulting figure by the number of months remaining in the current Period, as measured from the date that is 60 days after the Effective Date; or
 - (ii) at the date of termination or cancellation less than 2 complete calendar months of billing has occurred, an amount calculated by dividing the total of the Fixed Line Charges that would have been payable by the Customer in that 2 calendar months based on the Estimated Traffic Profile by 8 and multiplying the resulting figure by the number of months remaining in the current Period;
 - (b) if the Fixed Line Services are terminated by Macquarie Telecom in accordance with **clause 16.1** of the Trading Terms and the date of termination is prior to the Service Start Date for those Fixed Line Services, an amount calculated by dividing the total of the Fixed Line Charges that would have been payable by the Customer over a 2 calendar month based on the Estimated Traffic Profile by 8 and multiplying the resulting figure by the number of months equal to the Minimum Period; or
 - (c) if the Fixed Line Services are cancelled in accordance with **clause 3.4** of the Trading Terms, an amount calculated by dividing the total of the Charges that would have been payable by the Customer in the first 2 calendar months of the Minimum Period, based on the Estimated Traffic Profile, by 8 and multiplying the resulting figure by the number of months in the Minimum Period specified in the accepted Purchase Order or the accepted Provisioning Request.
- 5.2 For the purpose of **clause 5.1(a)**, the date on which the Customer commences removing any Designated Numbers from the scope of the Fixed Line Services in breach of **clause 1.2** will be deemed to be the date of the Customer's notice of cancellation.

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- 5.3 Notwithstanding any other provision in the Agreement, if a Macquarie Telecom ISDN Service is:
- (a) cancelled in accordance with **clause 3.4** of the Trading Terms, the Customer agrees to pay a cancellation fee calculated by multiplying the monthly access fee for the Macquarie Telecom ISDN Service (as specified in the Pricing Schedule) by 12; or
 - (b) cancelled or terminated other than in accordance with **clause 16.2** of the Trading Terms prior to expiry of the current Period for that service, the Customer agrees to pay a cancellation fee calculated by multiplying the monthly access fee for the Macquarie Telecom ISDN Service (as specified in the Pricing Schedule), by the number of months remaining in the current Period, up to a maximum of 12 months.