

# Macquarie Telecom Services Agreement

## Service Schedule 4 to Trading Terms – Hosting Services

The terms set out in this Service Schedule apply to the provision of Hosting 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 Macquarie Telecom will provide the Hosting Services specified in the accepted Purchase Order or Provisioning Request.

1.2 The Hosting Services may comprise any of the services (including Value Added Services as set out in **clause 8**) referred to in this Service Schedule.

### 2. MACQUARIE RATES

2.1 The Macquarie Rates may comprise a fixed monthly component for the Hosting Services and a variable component to reflect usage of the Hosting Services (particularly internet access).

2.2 Additional Charges may apply if the Customer exceeds any agreed usage limits or any upload/download ratios specified in the Pricing Schedule or accepted Provisioning Request.

2.3 The Customer acknowledges that:

- (a) the Macquarie Rates for the Hosting Services may vary as a result of Macquarie Telecom's acceptance of a Provisioning Request in accordance with **clause 4** of the Trading Terms;
- (b) Macquarie Telecom reserves the right to invoice any applicable installation charges specified in the Pricing Schedule;
- (c) the Macquarie Rates for provisioning of Services or installation of Equipment do not cover provisioning or installation activities requested by the Customer outside Macquarie Telecom's standard business hours of 9.00am to 5.00pm, Monday to Friday except for public holidays; and
- (d) if agreed in writing by the parties, Macquarie Telecom may invoice the Customer for other fixed one-off or periodic Charges,

prior to the Service Start Date.

2.4 Macquarie Telecom may vary the Macquarie Rates at any time by providing 30 days notice to the Customer to reflect:

- (a) the percentage increase (if any) in the Consumer Price Index – All Groups for the quarter ending prior to each anniversary of the date of the Agreement over the Consumer Price Index – All Groups for the corresponding quarter in the previous year; and
- (b) any increase in electricity charges passed on to Macquarie Telecom by any electricity retailer as a result of any new mandatory emission trading scheme, carbon reduction scheme, renewable energy scheme or a scheme relating to the emission of carbon or carbon compounds into the atmosphere or to any substance characterised as greenhouse gas or greenhouse precursor gas which imposes a cost, charge, tax, duty, levy or financial burden on a producer, wholesaler, transmitter, distributor or retailer of electricity (including an amendment, variation or replacement thereof of any such existing scheme or schemes).

Any such variation will take effect from the start of the first billing period not less than 30 days after the notice is given.

### 3. HOSTING SERVICES

3.1 Macquarie Telecom will provide the following benefits as part of the Hosting Services at the Location:

- (a) an environmentally controlled facility, including air conditioning, uninterruptible power systems, raised floor, cabling, racking, and fire suppression systems;
- (b) redundant internet connectivity using the Internet Services (as defined in **clause 11**);

- (c) 24 x 7 (i.e., 24 hours a day, 7 days a week) physical security at the Location including controlled access; and
- (d) 24 x 7 (i.e., 24 hours a day, 7 days a week) on-site network operations centre with on-call tier 3 engineering availability.

3.2 The Customer must comply with Macquarie Telecom's reasonable requirements as advised from time to time in relation to the Hosting Services. In particular, the Customer must:

- (a) comply with Macquarie Telecom's procedures for accessing the Location (including advance notification and acceptable identification);
- (b) assume all responsibility for the delivery, installation and removal of any Customer Equipment at the Location;
- (c) not interfere with or damage any Macquarie Telecom Equipment or third party property at the Location;
- (d) comply with Macquarie Telecom's security procedures and standards as advised from time to time with respect to the Customer's Equipment that interfaces with Macquarie Telecom Equipment or the Macquarie Telecom Backbone; and
- (e) comply with any directions by Macquarie Telecom to resolve any interference between the Customer Equipment and the Macquarie Telecom Equipment or the equipment of a third party.

3.3 Without limiting the indemnity in **clause 17.4** of the Trading Terms, the Customer indemnifies Macquarie Telecom from and against all losses, costs, expenses and damages (including legal costs) arising directly or indirectly (including as a result of a third party claim against Macquarie Telecom) from the Customer's breach of **clause 3.2** or a failure or malfunction of the Customer Equipment at the Location.

3.4 Macquarie Telecom may at any time deny, cancel or terminate access to the Location, where the Customer or any of its authorised representatives does not comply with Macquarie Telecom's access requirements or is in breach of the Trading Terms or this Service Schedule.

3.5 The Customer acknowledges that there is no guarantee of security or privacy on the Internet, and Macquarie Telecom offers no guarantee and provides no warranty (express or implied) that the Hosting Services or Customer Content will be secure or private.

3.6 The Customer is responsible for communicating with its own end users and for handling all complaints and trouble reports made by such users.

### 4. CO-LOCATION SERVICES

4.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will host the Customer Equipment at the Location (**Co-Location Services**). Unless otherwise agreed by the parties, the Customer is responsible for the configuration and on-going maintenance of the Customer Equipment at the Location.

4.2 The following conditions apply to the Co-Location Services:

- (a) Macquarie Telecom will:
  - (i) determine the rack space required for the Customer Equipment with a maximum weight per rack of 480 kg (unless otherwise agreed in writing by Macquarie Telecom); and
  - (ii) reserve for the Customer's use that rack space at the Location;
- (b) the Customer may, with reasonable prior notice to Macquarie Telecom, have physical access to the Customer Equipment hosted at the Location;
- (c) Macquarie Telecom may at any time, on 14 days prior notice to the Customer, require the Customer Equipment

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- to be relocated within the Location. Macquarie Telecom will pay the reasonable costs of any such relocation;
- (d) if Macquarie Telecom agrees to provide additional rack space for the Customer's use, Macquarie Telecom may consider the Customer's request to relocate all the Customer Equipment to enable all such equipment to be in the same area of the Location. All costs arising in connection with such relocation must be paid by the Customer;
  - (e) subject to the Trading Terms and this Service Schedule, the Customer will remove all Customer Equipment from the Location within 14 days after the effective date of termination of the Agreement or cancellation of the Co-Location Services;
  - (f) the Customer must immediately on demand reimburse Macquarie Telecom for all reasonable costs that Macquarie Telecom incurs in assisting the Customer to remove or in removing the Customer Equipment from the Location; and
  - (g) if the Customer Equipment is not removed from the Location in accordance with **clause 4.2(e)**, Macquarie Telecom may remove and store the Customer Equipment at the Customer's expense. Macquarie Telecom is not liable for any loss or damage to the Customer Equipment in acting under this clause.
- 4.3 Throughout the Term and for a period of 6 months following termination of the Agreement or cancellation of the Co-Location Services, the Customer must:
- (a) maintain and pay for all risk property insurance and comprehensive general liability insurance covering the Customer Equipment;
  - (b) maintain and pay for insurance covering the Customer's liability under the Agreement in respect of the Co-Location Services, including the indemnity under **clause 3.3**, in a form and with insurers reasonably acceptable to Macquarie Telecom with a minimum limit of \$10,000,000 per occurrence for personal injury, bodily injury and property damage; and
  - (c) ensure that all insurance policies note Macquarie Telecom's interest and provide to Macquarie Telecom, on request, copies of certificates of currency of such insurance within a reasonable time.
- 5. MANAGED HOSTING SERVICES**
- 5.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will provide managed hosting services using Macquarie Telecom Equipment (including servers) at the Location (**Managed Hosting Services**).
- 5.2 The Managed Hosting Services may involve:
- (a) the provision of dedicated server(s) or access to a discrete portion of a server shared with other Macquarie Telecom customers; and
  - (b) the hosting of Customer Content on Macquarie Telecom Equipment on behalf of the Customer.
- 5.3 The following conditions apply to the Managed Hosting Services:
- (a) Macquarie Telecom grants to the Customer a limited, royalty-free, non-exclusive, non-transferable licence to use the operating system software on the servers in accordance with the Trading Terms and this Services Schedule;
  - (b) the Customer must monitor the level of usage on each server to ensure, amongst other things, there is no memory overload;
  - (c) the Customer must provide Macquarie Telecom with access to the servers (including necessary passwords) required for the purpose of maintaining the Hosting Services;
  - (d) any software not supported by Macquarie Telecom is deemed to be Customer Content;
  - (e) the Customer is responsible for content development and all other aspects of its relationship with any content developers; and
  - (f) the Customer grants to Macquarie Telecom a limited, royalty-free, non-exclusive licence to upload, display, distribute, reproduce and store Customer Content on Macquarie Telecom Equipment solely for the purpose of allowing Macquarie Telecom to provide the Managed Hosting Services.
- 6. INTELLIHANDS SERVICES**
- 6.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will provide technical support during Macquarie Telecom's standard support hours using tier 1 engineers (**Intellihands Services**) and any additional support outside these times as provided in the accepted Purchase Order or Provisioning Request.
- 6.2 The Intellihands Services comprise:
- (a) physical intervention for the server hardware (namely re-booting and providing basic remote hands service upon the strict instructions of the Customer);
  - (b) server hardware fault diagnosis and rectification for Macquarie Telecom Equipment under the Hosting Services only;
  - (c) operating system software fault diagnosis for Macquarie Telecom Equipment under the Hosting Services only; and
  - (d) loading and replacement of tapes for tape back-up.
- 6.3 The following support activities are not supplied as part of the Intellihands Services, but may be supplied on agreement as Value Added Services during standard support hours to be charged at Macquarie Telecom's then applicable hourly rates:
- (a) uploading of data to the servers;
  - (b) configuration of operating system software (other than for original configuration for Hosting Services);
  - (c) configuration or maintenance of any software held on the servers;
  - (d) rectification of problems caused by the Customer's software or data;
  - (e) rectification of problems caused by the Customer or by third parties (including as a result of hacking or other unauthorised access); and
  - (f) upgrading or uploading of any software.
- 7. SECURITY SERVICES**
- 7.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will provide network and equipment based security services as part of the Hosting Services (**Hosting Security Services**). The Hosting Security Services will include the provision of the Security Product specified in the accepted Purchase Order or Provisioning Request.
- 7.2 The Customer must provide a suitable rule base (**Security Policy**) for the Security Product and ensure that such Security Policy is adequate for the protection of the Customer Content and the Customer's network. Macquarie Telecom will configure the Security Product in accordance with the Security Policy, but accepts no responsibility or liability arising out of the failure of the Security Policy, and provides no warranty and makes no representation (express or implied) in respect of the adequacy or suitability of the Security Policy for the Customer's purposes.
- 7.3 Macquarie Telecom will from time to time provide reports to the Customer on any Hosting Security Incidents detected by Macquarie Telecom that may be relevant to the Hosting Services.
- 7.4 The Customer may in writing request changes to the Security Policy. Subject to payment of the then applicable Charges, Macquarie Telecom will make the changes by the agreed date. The Customer acknowledges that the feasibility of any changes to the Security Policy is subject to the technical functionality of the Security Product.

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- 7.5 The Customer acknowledges and agrees that:
- it assumes all risks of use, quality and performance of the Hosting Security Services except to the extent any failure of the Hosting Security Services is due to Macquarie Telecom's negligence or breach of the Agreement;
  - Hosting Security Incidents may still occur notwithstanding the supply of the Hosting Security Services; and
  - except to the extent directly caused by Macquarie Telecom's failure to configure the Security Product in accordance with the Security Policy, Macquarie Telecom accepts no liability for any and all Hosting Security Incidents, including any loss or damage suffered by the Customer arising out of any failure of the Security Product to protect the Customer's data, network, systems, software or equipment.
- 7.6 Unless otherwise agreed in writing by the parties, no Service Level Guarantees apply to the Hosting Security Services.
- 8. VALUE ADDED SERVICES**
- 8.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will provide the services specified in this **clause 8** as Value Added Services in conjunction with Co-Location Services or Managed Hosting Services.
- 8.2 **Storage Services** – these services provide asynchronous storage of nominated Customer Content on Macquarie Telecom Equipment to assist the efficient operation of servers. Storage services will consist of SAN Storage, which allows multiple end-user access to all Customer Content stored on the Macquarie Telecom Equipment at any one time.
- 8.3 **Back-up Services** – these services are a form of disaster recovery and involve Customer Content being physically saved onto tapes at regular intervals. The following conditions apply to Back-up Services:
- tape back-up is available during a week as either:
    - 1 full and 6 incremental back-ups; or
    - 3 full and 4 incremental back-ups;
  - the back-up tapes store Customer Content, but do not save with any formatting details. The back-up tapes will be made available by Macquarie Telecom within the time specified in the applicable Service Level Guarantee; and
  - the Customer is responsible for recovery of its Customer Content using the Back-up Tapes.
- 8.4 The Macquarie Rates for Value Added Services provided under **clauses 8.2** and **8.3** are based on the volume of Customer Content stored on the Macquarie Telecom Equipment and the set-up required to provision the Services to the Customer.
- 8.5 **Load Balancing Services** – these services are for use with multiple servers, to assist the efficient operation of servers when being accessed by end-users. The following conditions apply to these load balancing services:
- load balancing is provided using the Macquarie Telecom Equipment;
  - load balancing mirrors the specified Customer Content and directs end-user traffic to the least busy server; and
  - provided other servers remain operational, load balancing will automatically adjust to distribute traffic around remaining servers in the event of a server outage (including a Planned Outage).
- 8.6 **Microsoft SPLA Licensing Services** – these services allow the Customer to access individual Microsoft software products licensed to Macquarie Telecom through its Service Provider Licence Access arrangements with Microsoft. The following conditions apply to these licensing services:
- the licensed software includes all applicable upgrades and "*Microsoft Software Assurance*" and is subject to all terms and conditions specified by Microsoft;
  - the licensed software must be hosted at the Location; and
  - monthly charges apply and are subject to variation on an annual basis by Microsoft.
- 8.7 **Domain Hosting** – these services allow the Customer to register domain names and are provided subject to **clause 10**.
- 8.8 **Email Hosting** – these services are available with the Hosting Services. Email hosting is provided using POP 3 email or another product with similar functionality and does not involve any additional applications. Macquarie Telecom may change its email application at any time.
- 8.9 The Value Added Services specified in this **clause 8** will be provided in accordance with any relevant technical specification supplied by Macquarie Telecom and any applicable Service Level Guarantee, subject to payment of the Macquarie Rates for the agreed services.
- 9. CUSTOMER CONTENT**
- 9.1 The Customer retains sole responsibility and accepts sole liability for all Customer Content and any other software, information data or material of any nature stored on its servers or transmitted using the Hosting Services irrespective of the Hosting Services provided by Macquarie Telecom. This includes responsibility for protecting against any unauthorised on-line access.
- 9.2 The Customer warrants that:
- to the best of its knowledge, the Customer Content will be free from any virus, worm, trojan horse, zombie, keylogger or other form of malicious code;
  - it takes, and will continue to take, all reasonable precaution to stop any virus, worm, trojan horse, zombie, keylogger or other form of malicious code from being introduced with the Customer Content;
  - it holds, and will continue to hold, the intellectual property rights in the Customer Content or that it is, and that it will remain, otherwise entitled or licensed to use, publish and otherwise deal with the Customer Content;
  - the Customer Content does not and will not constitute a breach of copyright, passing off, defamation, breach of confidence or privacy or contravention of any other law or right; and
  - use of the Customer Content in connection with advertising does and will continue to materially comply with all relevant laws and codes of conduct.
- 9.3 By using the Services to reproduce, publish, display, transmit or distribute Customer Content, the Customer warrants that the Customer Content complies with the Acceptable Use Policy and authorises Macquarie Telecom to reproduce, publish, display, transmit and distribute such Customer Content as necessary for it to deliver the Customer Content in a timely manner.
- 9.4 The Customer acknowledges that Macquarie Telecom is unable to exercise any control over Customer Content or information stored or transmitted using the Hosting Services and that Macquarie Telecom does not examine the use to which the Customer is putting the Hosting Services or the nature of the information that they are sending, receiving or storing.
- 9.5 Notwithstanding **clauses 9.3** and **9.4**, Macquarie Telecom may at any time, without liability or notice to the Customer, remove, alter or disable access to Customer Content or information stored or transmitted using the Hosting Services if:
- Macquarie Telecom considers that the Customer Content or information stored or transmitted using the Hosting Services is or is likely to be in breach of this Agreement (including the Acceptable Use Policy), in breach of any law or regulation, infringes or is likely to infringe the rights of any third party or is offensive, indecent, or otherwise inappropriate regardless of whether such Customer Content or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements and threatening, intimidating or harassing statements;
  - Macquarie Telecom considers that the Customer Content or information could threaten the security or integrity of any Network, Macquarie Telecom Equipment or the equipment or content of any other customer;
  - required to do so by any law, regulation or regulatory body (including the ACMA); or

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- (d) required to do so to ensure compliance with a notification from a copyright owner or their agent.

### 10. DOMAIN NAMES AND IP ADDRESSES

- 10.1 Where requested by the Customer and subject to availability, Macquarie Telecom will register with the relevant naming authority in the Customer's name the domain names nominated in writing by the Customer for use with the Hosting Services.
- 10.2 The Customer must comply with the relevant naming authority's terms and conditions, including paying any registration charges.
- 10.3 Macquarie Telecom accepts no responsibility or liability in respect of the use of a domain name by the Customer (including any disputes with other persons regarding use of a domain name). Without limiting the indemnity in **clause 17.4** of the Trading Terms, the Customer indemnifies Macquarie Telecom from and against all losses, costs, expenses and damages (including legal costs) arising directly or indirectly out of a third party claim regarding the registration or use of a domain name by the Customer.
- 10.4 Any internet protocol address allocated by Macquarie Telecom to the Customer for the use of the Hosting Services at all times remains the sole property of Macquarie Telecom, and the Customer will have a non-transferable licence to use such address for the duration of the Agreement only. Macquarie Telecom reserves the right to invoice the Customer for Charges in respect of such licence in accordance with the Macquarie Standard Price List.

### 11. INTERNET SERVICES

- 11.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will provide the Customer with access to the internet and allow the upload or download of data from the internet (**Internet Services**).
- 11.2 The Customer acknowledges that Macquarie Telecom does not throttle or otherwise limit the Customer's internet usage and the Customer is liable for all Charges incurred in using the Internet Services, whether or not the use of the Internet Services has been authorised by the Customer.
- 11.3 The Customer acknowledges that neither Macquarie Telecom nor any other Provider:
- (a) exercises any control over content accessible through use of the Internet Services;
  - (b) provides any warranties or makes any representations (express or implied) in respect of the Internet Services or have any other liability to the Customer (or any party claiming through the Customer) in respect of the Internet Services; and
  - (c) is responsible or liable for any damage that the Customer (or any party claiming through the Customer) may suffer arising from using:
    - (i) the Internet Services (including loss of data, delays, non-deliveries, mis-deliveries or service interruptions whether or not caused by any Provider's intentional or negligent acts or omissions); or
    - (ii) any content accessed through the Internet Services (including inaccurate, incomplete or out-of-date information).
- 11.4 Macquarie Telecom has no obligation to control or monitor the Customer's use of the Internet Services or Customer Content stored or transmitted using the Internet Services.
- 11.5 No Service Level Guarantees apply to the Internet Services.

### 12. EARLY TERMINATION AND CANCELLATION

- 12.1 The Charges payable for early termination or cancellation of any Hosting Service pursuant to **clause 16** of the Trading Terms are:
- (a) if the Hosting Services are terminated or cancelled other than in accordance with **clauses 3.2** or **16.2** of the Trading Terms prior to the expiry of the current Period for those Hosting Services and:

- (i) the effective date of cancellation is prior to the Service Start Date for those Hosting Services, the sum of all fixed one-off or periodic Charges specified in the applicable Pricing Schedule and the Macquarie Standard Price List that would be payable if those Hosting Services were provided for a period equal to the Minimum Period;
- (ii) the effective date of termination or cancellation is less than 12 months after the Service Start Date or, if applicable, the most recent Renewal Date, for those Hosting Services, 100% of the Minimum Charges; or
- (iii) the effective date of termination or cancellation is more than 12 months after the Service Start Date or, if applicable, the Renewal Date, for those Hosting Services, 95% of the Minimum Charges,

plus any installation charges that may have been waived by Macquarie Telecom on the basis that the relevant Hosting Services continue for the duration of the Minimum Period; and

- (b) if the Hosting Services are cancelled in accordance with **clause 3.4** of the Trading Terms, the sum of:
  - (i) 100% of the Minimum Charges; and
  - (ii) any installation charges that may have been waived by Macquarie Telecom on the basis that the relevant Hosting Services continue for the duration of the Minimum Period.

- 12.2 The Charges payable for early termination or cancellation of any Hosting Service pursuant to **clause 16** of the Trading Terms do not apply where Macquarie Telecom accepts the Customer's Provisioning Request to move to a higher usage plan for Internet Services.

### 13. PROVISION OF TRADING TERMS

Clause 7.3(d) of the Trading Terms does not apply to the Internet Services to the extent there are applicable Service Level Guarantees.

### 14. MANAGED CLOUD SERVICES

- 14.1 If specified in the accepted Purchase Order or Provisioning Request, Macquarie Telecom will provide managed cloud services using Macquarie Telecom Equipment (including servers) (**Managed Cloud Services**).
- 14.2 The Managed Cloud Services may involve:
- (a) the provision of virtual cloud server(s) including server and storage elements shared with other Macquarie Telecom customers and the hosting of Customer Content on Macquarie Telecom Equipment on behalf of the Customer (**Cloud Services**);
  - (b) the provision of virtual load balancer(s) on a shared redundant platform with other Macquarie Telecom customers (**Cloud Load Balancer**);
  - (c) the provision of virtual cross connect(s) on a shared redundant ethernet transmission platform with other Macquarie Telecom customers (**Virtual Cross Connect**); and / or
  - (d) the provision of virtual firewall(s) on a shared redundant platform with other Macquarie Telecom customers (**Virtual Firewall**).
- 14.3 The following conditions apply to the Managed Cloud Services:
- (a) Macquarie Telecom grants to the Customer a limited, royalty-free, non-exclusive, non-transferable licence to use the operating system software on the servers in accordance with the Trading Terms and this Services Schedule;
  - (b) the Customer must monitor the level of usage on each server to ensure, amongst other things, there is no memory overload; and
  - (c) the Customer must provide Macquarie Telecom with access to the servers (including necessary passwords) required for the purpose of maintaining the Managed Cloud Services.

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- 14.4 For the purposes of this clause 14 and the provision of Managed Cloud Services, and notwithstanding any clause in the Trading Terms to the contrary:
- (a) Minimum Period means in the case of Managed Cloud Services the period of 3 months or such longer period as specified in the Purchase Order, commencing on the Service Start Date;
  - (b) Renewal Period means in the case of Managed Cloud Services:
    - (i) where the Minimum Period is less than 12 months, a period equal to the Minimum Period; and
    - (ii) where the Minimum Period is 12 months or greater, a period of 12 months, unless a longer term is agreed in writing by the parties.
  - (c) where the Minimum Period for Managed Cloud Services is:
    - (i) less than 12 months, Customer may give a notice of cancellation of all or any of the Managed Cloud Services to Macquarie Telecom at least 30 days prior to the earliest applicable Renewal Date in accordance with clause 20.6 of the Trading Terms;
    - (ii) 12 months or greater, clause 3.2 of the Trading Terms applies.
- 14.5 Customer acknowledges that:
- (a) although Macquarie Telecom will take snapshots of the Managed Cloud Services on a periodic basis to enable Macquarie Telecom to restore its systems in the event of a failure, the snapshots are made on an ad-hoc basis only and are not available to a Customer;
  - (b) any snapshot will capture only the information that exists on the system at the time of the snapshot;
  - (c) Macquarie Telecom may destroy all but the most recent snapshot at any point in time; and
  - (d) it may use the Managed Cloud Service as a backup service but agrees to maintain at least one additional current copy of its software and data stored on the Macquarie Telecom Managed Cloud Service somewhere other than on the Managed Cloud Service.
- 14.6 To avoid doubt, any attempt by a Customer or its representative (whether authorised or not) to bypass a billing point will be regarded as excessive or unusual use for the purposes of clause 5.1.(i) of the Trading Terms. In that situation, the Customer will be charged 100% of 730 hours multiplied by either the always ready business usage rate or the always ready standby usage rate, as applicable, for the affected calendar month.