

Macquarie Telecom Services Agreement Service Schedule 5 to Trading Terms – Managed Handset Services

The terms set out in this Service Schedule apply to the provision of Managed Handset 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 Managed Handset Services.
- 1.2 The Managed Handset Services will comprise:
 - (a) the invoicing of Charges for the services specified in **clauses 4, 5 and 6**; and
 - (b) the services referred to in **clause 7**.
- 1.3 The Minimum Period for any Managed Handset Services is:
 - (a) if the Customer has entered into a Managed Handset Rental Agreement, 36 months from the rental commencement date or such longer period specified in the Managed Handset Rental Agreement; or
 - (b) if the Customer has not entered into a Managed Handset Rental Agreement, 12 months from the commencement date for the services or such longer period specified in the Managed Handset Support Agreement.

2. CHARGES

The charges for services provided by the Managed Handset Services Provider pursuant to a Managed Handset Services Agreement (**Managed Handset Charges**) are calculated in accordance with the applicable Managed Handset Services Agreement.

3. INVOICING AND PAYMENT

- 3.1 Subject to **clause 3.3**, the Managed Handset Charges will be:
 - (a) invoiced to the Customer by Macquarie Telecom; and
 - (b) payable by the Customer to Macquarie Telecom, in accordance with the Trading Terms.
- 3.2 Subject to **clause 3.3**, the Customer will not be invoiced by the Managed Handset Services Provider for any Managed Handset Charges or be liable to pay those charges to the Managed Handset Services Provider.
- 3.3 Notwithstanding any other provision of the Agreement, if:
 - (a) the Customer ceases to be a customer of Macquarie Telecom;
 - (b) the Customer ceases to acquire Managed Handset Services;
 - (c) the Customer fails to pay Macquarie Telecom when due any Charges for the supply of the Managed Handset Services,
 and following the occurrence of any of these events Macquarie Telecom directs the Managed Handset Services Provider in accordance with the Alliance Agreement to invoice the Customer directly for the Charges for the Managed Handset Services, or:
 - (d) Macquarie Telecom terminates the Managed Handset Services in accordance with **clause 16.1(b)** of the Trading Terms; or
 - (e) the Agreement is terminated for any reason,
 then with effect from the date of the direction or termination (as the case may be):
 - (f) Macquarie Telecom will cease invoicing the Customer for the Managed Handset Charges; and
 - (g) except in the case of termination of the Managed Handset Services Agreement, the Customer will be liable to pay the Managed Handset Charges to the Managed Handset Services Provider in accordance with the applicable Managed Handset Services Agreement,

provided that all Managed Handset Services Charges and any other amounts owing by the Customer to Macquarie Telecom for services provided by the Managed Handset Services

Provider pursuant to a Managed Handset Services Agreement prior to the date of the direction or termination (as the case may be) will continue to be payable in accordance with the Agreement.

4. MANAGED HANDSET PURCHASE

The Customer accepts exclusively its rights under the Managed Handset Purchase Agreement in respect of any Purchased Handset Equipment.

5. MANAGED HANDSET RENTAL

The Customer accepts exclusively its rights under the Managed Handset Rental Agreement in respect of any Rented Handset Equipment.

6. MANAGED HANDSET SUPPORT

- 6.1 Subject to **clause 7**, the Customer accepts exclusively its rights under the Managed Handset Support Agreement in respect of any support services provided by the Managed Handset Services Provider under that agreement (**Managed Handset Support Services**).
- 6.2 The Customer's sole and exclusive remedy for any failure by the Managed Handset Services Provider to meet a service level applicable to the Managed Handset Support Services will be as specified in the Managed Handset Support Agreement. If the Customer is entitled to a credit as a result of that failure, the credit will be applied by Macquarie Telecom to the Customer's monthly invoice.
7. **MANAGED HANDSET SUPPORT SERVICES REQUESTS**
 - 7.1 Macquarie Telecom will provide a point of contact on a 24x7 basis for the processing of requests by the Customer for Managed Handset Support Services. All requests by the Customer for Managed Handset Support Services must be made by telephoning Macquarie Assist.
 - 7.2 Subject to the Customer's compliance with **clause 7.3**, Macquarie Telecom will:
 - (a) refer each request for Managed Handset Support Services to the Managed Handset Services Provider. The Customer acknowledges that except in circumstances where it is eligible under the Managed Handset Support Agreement to receive Managed Handset Support Services on a 24x7 basis, requests for Managed Handset Support Services will be referred to the Managed Handset Services Provider during the hours of 8.30 am to 5.30 pm Monday to Friday only (excluding public holidays in the State or Territory in which the services are to be performed); and
 - (b) on request by the Customer, provide the Customer with a report on the status of any request for Managed Handset Support Services.
 - 7.3 The Customer will be responsible for:
 - (a) providing complete and accurate details of the following in connection with each request for Managed Handset Support Services:
 - (i) the nature of the services required;
 - (ii) the address of the site at which the services are required; and
 - (iii) the name and contact telephone number for the Customer's authorised representative with whom the Managed Handset Services Provider should liaise for the purpose of carrying out the request; and
 - (b) nominating the response time required for the requested Managed Handset Support Services, based on the categories specified in the Managed Handset Support Agreement.

The Customer acknowledges that the supply of the Managed Handset Support Services may be delayed as a result of the Customer's failure to comply with its obligations under this clause.

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8. LIMITATION OF LIABILITY

To the extent permitted by law, Macquarie Telecom will have no liability to the Customer (or any third party claiming through the Customer) for:

- (a) any breach by the Managed Handset Services Provider of its obligations under any Managed Handset Services Agreement;
- (b) the use of the Managed Handset Services by the Customer; or
- (c) any deficiency in the Managed Handset Services or any Equipment supplied by the Managed Handset Services Provider to the Customer.

9. EARLY TERMINATION AND CANCELLATION

The Charges payable for early termination or cancellation of the Managed Handset Services pursuant to **clause 16** of the Trading Terms are:

- (a) if the Managed Handset Services are terminated or cancelled other than in accordance with **clauses 3.3** or **16.2** of the Trading Terms prior to the expiry of the current Period for those Managed Handset Services 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 annual rental and maintenance portion of the Managed Handset Charges invoiced to the Customer for the two calendar months immediately prior to the date of termination or cancellation by 8, and multiplying the resulting figure by the number of months remaining in the current Period; 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 annual rental and maintenance portion of the Managed Handset Charges that would have been payable by the Customer in that 2 calendar months based on the charges specified in the applicable Managed Handset Services Agreement by 8 and multiplying the resulting figure by the number of months remaining in the current Period; or
- (b) if the Managed Handset Services are cancelled in accordance with **clause 3.4** of the Trading Terms, an amount calculated by dividing the total of the annual rental and maintenance portion of the Managed Handset Charges that would have been payable by the Customer in the first 2 calendar months of the Minimum Period, based on the charges specified in the applicable Managed Handset Services Agreement, by 8 and multiplying the resulting figure by the number of months in the Minimum Period specified in the accepted Purchase Order.