

Macquarie Telecom Services Agreement

Service Schedule 6 to Trading Terms – Managed Mobile Services



The terms set out in this Service Schedule apply to the provision of Mobile 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 The Services specified in this Service Schedule (**Managed Mobile Services**) will be provided as Consulting Services.
- 1.2 Macquarie Telecom will provide the Managed Mobile Services in respect of the Designated Numbers nominated in writing by the Customer.

2 TERM AND TRIAL PERIOD

- 2.1 In consideration of the Customer agreeing to acquire the Mobile Services for the Minimum Period, the Customer will be provided with the Managed Mobile Services on a trial basis for 90 days from the Service Start Date for the Designated Number in respect of which the Managed Mobile Services are being provided (**Trial Period**).
- 2.2 The Customer may at any time during the Trial Period cancel the Managed Mobile Services in respect of a Designated Number without reason by giving 7 days prior written notice to Macquarie Telecom.
- 2.3 If no notice is received from the Customer pursuant to **clause 2.2** during or within 7 days after the end of the Trial Period, then the Managed Mobile Services will be provided for a period equal to the Minimum Period applicable to the Designated Number in respect of which the Managed Mobile Services are being provided.
- 2.4 If the Managed Mobile Services are cancelled in accordance with **clause 2.2**, then notwithstanding any other provision in the Agreement no cancellation charges are payable by the Customer in respect of that cancellation.

3 CHARGES

- 3.1 Charges for:
 - (a) the development of a mobile usage policy requested by the Customer in accordance with **clause 5.1**;
 - (b) standard reports requested by the Customer in excess of the number specified in **clause 8.2**; and
 - (c) non-standard reports requested by the Customer in accordance with **clause 8.3**,will be calculated on a time and materials basis at Macquarie Telecom's then current standard rates.
- 3.2 Charges for the collection, repair and return of malfunctioning Devices in accordance with **clause 6.1** of Service Schedule 2 - Mobile Services will be calculated in accordance with that clause.

4 CUSTOMER OBLIGATIONS

- 4.1 The Customer will provide all necessary assistance, information and co-operation reasonably required by Macquarie Telecom to provide the Managed Mobile Services.
- 4.2 Without limiting its obligations under **clause 4.1**, the Customer must:
 - (a) ensure that except to the extent otherwise contemplated under this Service Schedule, all communications with Macquarie Telecom regarding the provision of the Managed Mobile Services are made only by the person nominated in writing by the Customer as its nominated mobile administrator (or any other person nominated in writing by the Customer) (**Administrator**);
 - (b) provide Macquarie Telecom with the contact details of the Administrator; and
 - (c) promptly notify Macquarie Telecom of any change in the identity or contact details of the Administrator.

- 4.3 The Customer must adhere, and must ensure that each End User and the Administrator adheres to, all such policies and procedures relating to the provision of the Managed Mobile Services as are notified to it by Macquarie Telecom from time to time (**Policies and Procedures**).

5 MOBILE USAGE POLICY

- 5.1 If requested in writing by the Customer, Macquarie Telecom will develop, on a one-off basis, a mobile usage policy in consultation with the Customer. This will involve establishing the business rules around:
 - (a) authorisation for services and hardware;
 - (b) usage profiling; and
 - (c) reporting.

6 SIM MANAGEMENT

- 6.1 Macquarie Telecom will manage all SIM requirements in accordance with the attached Service Levels and Service Level Guarantees and **clauses 6.2 to 6.7** below.
- 6.2 **Provisioning new Designated Numbers** – Macquarie Telecom will manage the selection and activation of new Designated Numbers, logistical requirements for distribution of SIMs, SIM activation, user profiling in FleetView and establishment of cost centres.
- 6.3 **Transfer of existing Designated Numbers** – Macquarie Telecom will manage all aspects of the transfer of a Designated Number from the Customer's existing service provider to Macquarie Telecom, including agreeing a transition timetable in consultation with the Customer and contacting End User to train them on the use of new Devices (if applicable).
- 6.4 **Lost and stolen SIMs** – Macquarie Telecom will manage the suspension or deactivation of a SIM reported by an End User to Macquarie Telecom as being lost or stolen and the ordering and delivery of a replacement SIM and the activation of that SIM.

- 6.5 **Cancellation of a Designated Number** – Macquarie Telecom will manage all aspects of the cancellation of Mobile Services to a nominated Designated Number, including in circumstances where an End User ceases to be employed by the Customer or the Designated Number is no longer being utilised.
- 6.6 **Cost centre adds, moves and changes** – Macquarie Telecom will manage all adds, moves and changes to cost centres reporting in FleetView upon notification by the Administrator.
- 6.7 **International Roaming** – Macquarie Telecom will coordinate the activation and deactivation of international Roaming for each Designated Number nominated in writing by the Administrator.

7 DEVICE MANAGEMENT

- 7.1 Macquarie Telecom will manage all Device requirements in accordance with the attached Service Levels and Service Level Guarantees and **clauses 7.2 to 7.5** below.
- 7.2 **Device purchases** – subject to receipt of a written request from the Administrator that satisfies Macquarie Telecom's identification requirements, Macquarie Telecom will manage all aspects of the ordering and delivery of Devices specified in that request.
- 7.3 **Lost or stolen Devices** – End Users will be able to report lost or stolen Devices to Macquarie Telecom on a 24x7 basis. Subject to the End User satisfying Macquarie Telecom's identification requirements, Macquarie Telecom will:
 - (a) manage the replacement of the lost or stolen Device; and
 - (b) where the lost or stolen Device includes a mobile handset, block the IMEI number for that handset and activate the replacement SIM.



- 7.4 **Car kit installation** – subject to receipt of a written request from the Administrator that satisfies Macquarie Telecom's identification requirements, Macquarie Telecom will manage all aspects of the installation of any car kit specified in the request.
- 7.5 **Repairs** – End Users will be able to report malfunctioning Devices to Macquarie Telecom on a 24x7 basis. Subject to the End User satisfying Macquarie Telecom's identification requirements, Macquarie Telecom will manage all aspects of the collection, repair and return of the malfunctioning Device in accordance with:
- (a) **clause 6.1** of Service Schedule 2 – Mobile Services; and
 - (b) the attached Service Levels and Service Level Guarantees.

Additional Charges will apply to these activities in accordance with **clause 3.2**.

8 REPORTING

- 8.1 Macquarie Telecom will make available to the Customer reports in accordance with the attached Service Levels and Service Level Guarantees and **clauses 8.2** and **8.3** below.
- 8.2 **Standard reports** – the Customer will be entitled to receive up to 5 standard reports per month via email. Additional standard reports may be requested in writing by the Customer. Additional Charges will apply to these reports in accordance with **clause 3.1**.
- 8.3 **Non-standard reports** – the Customer will be entitled to request non-standard reports on an ad hoc basis. Additional Charges will apply to these reports in accordance with **clause 3.1**.

9 BILLING ENQUIRIES

- 9.1 Macquarie Telecom will manage billing enquiries in accordance with the attached Service Levels and Service Level Guarantees.

10 END USER ENQUIRIES

- 10.1 Macquarie Telecom will manage End User enquiries in accordance with the attached Service Levels and Service Level Guarantees.

11 SERVICE LEVELS AND SERVICE LEVEL GUARANTEES

- 11.1 The attached Service Levels and Service Level Guarantees are subject to the following terms and conditions:
- (a) no rebates are payable for breach of a target Service Level;
 - (b) rebates payable for any breach of a Service Level Guarantee are subject to the limitations (if any) specified in **clause 7** of the Trading Terms;
 - (c) unless expressly stated otherwise:
 - (i) performance against a target Service Level or Service Level Guarantee is measured on a calendar month basis;
 - (ii) any rebates are calculated only by reference to the Charges payable in respect of the Designated Number(s) affected by the breach of the Service Level Guarantee; and
 - (iii) any rebates are only applicable to the Designated Number(s) affected by the breach of the Service Level Guarantee;
 - (d) no breach of a target Service Level or Service Level Guarantee occurs if the breach is a result of a failure by:
 - (i) the Customer, the Administrator or any End Users to comply with the Policies and Procedures (including any procedures for notification of function requests, such as

requests for global Roaming access or suspension of a lost or stolen SIM), or Macquarie Telecom's reasonable directions; or

- (ii) the Customer to comply with its obligations under **clause 4**; and
- (e) Macquarie Telecom may modify Service Levels and Service Level Guarantees on 14 days prior notice to the Customer.

12 EARLY TERMINATION AND CANCELLATION

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

- (a) if the Managed Mobile Services are terminated or cancelled in respect of a Designated Number other than in accordance with **clauses 3.3** or **16.2** of the Trading Terms prior to the expiry of the current Period for the Designated Number in respect of which the Managed Mobile Services are being provided, the sum of \$3.33 (exclusive of GST) multiplied by the number of months remaining in the current Period for that Designated Number (as measured from the date of Macquarie Telecom's notice of termination of the Agreement or the date of the Customer's notice of cancellation of the Managed Mobile Services), for each Designated Number in respect of which Macquarie Telecom ceases to provide the Managed Mobile Services; or
- (b) if the Managed Mobile Services are:
 - (i) 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 Managed Mobile Services; or
 - (ii) cancelled in accordance with **clause 3.4** of the Trading Terms,

an amount equal to the sum of \$3.33 (exclusive of GST) multiplied by the number of months in the Minimum Period specified in the Purchase Order) for each Service Number that was to be transferred to Macquarie Telecom pursuant to the accepted Purchase Order and in respect of which Macquarie Telecom was to provide the Managed Mobile Services.

- 12.2 For the purpose of **clause 12.1(a)**, the date on which the Customer commences removing any Designated Numbers in respect of which Macquarie Telecom is providing the Managed Mobile Services from the scope of the Mobile Services in breach of **clause 1.3** of Service Schedule 2 - Mobile Services will be deemed to be the date of the Customer's notice of cancellation.

Service Levels and Service Level Guarantees

Function	Target Service Level	Service Level Guarantee	Remedy
Overall transition lead time	21 Business Days from receipt of signed CAF.	Not applicable.	No rebates apply.
SIM Management			
Provision new Designated Number	2 Business Days from receipt of Administrator's written request	98% within 3 Business Days from receipt of Administrator's written request	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to one month's Charge (ex GST) for the Managed Mobile Service payable by the Customer for the affected mobile service.
Transfer existing Designated Number	5 Business Days from receipt of signed CAF.	98% within 7 Business Days from receipt of signed CAF.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to one month's Charge (ex GST) for the Managed Mobile Service payable by the Customer for the affected mobile service.
Lost or stolen SIM – suspend	1 hour from receipt of Administrator's written request.	1 hour from receipt of request from Administrator.	No rebates apply. If Macquarie Telecom breaches this Service Level Guarantee, Macquarie Telecom will be liable for the Charges incurred on the relevant Designated Number beyond 1 hour from receipt of the written request.
Cancellation of a Designated Number	2 Business Days from receipt of Administrator's written request.	2 Business Days from receipt of Administrator's written request.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to the amount of any Charges incurred on the relevant Designated Number beyond 2 Business Days from receipt of the written request.
Cost centre adds, moves & changes	2 Business Days from receipt of Administrator's written request.	95% within 3 Business Days from receipt of Administrator's written request.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to 5% of the average monthly call Charges (ex GST) invoiced to the Customer in the 3 calendar months preceding the month in which the breach occurred.
Global Roaming access	1 Business Day from receipt of Administrator's written request.	98% of Global Roaming setups within 2 Business Day from receipt of Administrator's written request.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to 5% of the average monthly call Charges (ex GST) invoiced to the Customer in the 3 calendar months preceding the month in which the breach occurred.
Device Management			
Device purchases	<p>New purchases (for Australian capital cities only) – subject to stock availability and the Device being listed as available in FleetView:</p> <ul style="list-style-type: none"> ▪ 90% of Devices ordered before 1.00pm (AEST) on a Business Day will be received by the Customer within 1 Business Day from order receipt. ▪ 90% of Devices ordered after 1.00pm (AEST) on a Business Day will be received by the Customer within 2 Business Days from order receipt. 	Not applicable.	<p>No rebates apply. Macquarie Telecom will:</p> <ul style="list-style-type: none"> ▪ provide an alternative Device of equivalent value within one (1) Business Day of the timeframe stipulated; and ▪ if it cannot provide an alternative Device of equivalent value within five (5) Business Days of the timeframe stipulated, provide a Nokia 3 series replacement Device (or Device of equivalent value). <p>Any replacement Device remains the property of Macquarie Telecom and must be returned to Macquarie Telecom in full working order within five (5) Business Days of the original order being fulfilled. Failure to return the replacement Device will incur charges equivalent to the list price for that unit in FleetView. This remedy excludes accessories.</p>

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Function	Target Service Level	Service Level Guarantee	Remedy
Lost or stolen Devices	<p>New purchases (for Australian capital cities only) – subject to stock availability and the Device being listed as available in FleetView:</p> <ul style="list-style-type: none"> ▪ 90% of Devices ordered before 1.00pm (AEST) on a Business Day will be received by the Customer within 1 Business Day from order receipt. ▪ 90% of Devices ordered after 1.00pm (AEST) on a Business Day will be received by the Customer within 2 Business Days from order receipt. 	Not applicable.	No rebates apply. Macquarie Telecom will provide a Nokia 3 series replacement Device (or Device of equivalent value) for any delays that extend beyond five (5) Business Days. Any replacement Device remains the property of Macquarie Telecom and must be returned to Macquarie Telecom in full working order within five (5) Business Days of the original order being fulfilled. Failure to return the replacement Device will incur charges equivalent to the list price for that unit in FleetView. This remedy excludes accessories.
Car kit installation	Order Devices and schedule installation for End User – 2 Business Days from receipt of Administrator's written request.	Not applicable.	No rebates apply.
Repairs	Collection of Device from the Customer's site 2 Business Days from receipt of the job being logged with Macquarie Assist and receiving the job log notification email. In the case of warranty repairs, delivery to repairer is subject to the Administrator or End User supplying Macquarie Telecom with a copy of proof of purchase documentation for Device. Any charges relating to the repair of any Device are solely the responsibility of the Customer.	Not applicable.	No rebates apply. Macquarie Telecom will provide a Nokia 3 series replacement Device (or Device of equivalent value) within 2 Business Days of the receipt of the Administrator's or End User's written request. Any replacement Device remains the property of Macquarie Telecom and must be returned to Macquarie Telecom in full working order within 5 Business Days of the original order being fulfilled. Failure to return the replacement Device within that period will incur charges equivalent to the list price for that unit in FleetView. This remedy excludes accessories.
Reporting			
Standard reports	2 Business Days from receipt of the Customer's written request. Standard reports are listed in FleetView.	5 Business Days from receipt of the Customer's written request. Standard reports are listed in FleetView.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to 5% of the average monthly Charges (ex GST) invoiced to the Customer in the 3 calendar months preceding the month in which the breach occurred.
Non standard reports	Time frame will be advised on a case-by-case basis.	Not applicable.	No rebates apply.
Billing enquiries	Within 3 Business Days of the billing query being lodged in writing.	98% within 5 Business Days of the billing query being lodged in writing.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to 5% of the average monthly call Charges (ex GST) invoiced to the Customer in the 3 calendar months preceding the month in which the breach occurred.

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Function	Target Service Level	Service Level Guarantee	Remedy
End User Enquiries - for example: <ul style="list-style-type: none"> ▪ Tariff queries ▪ Value Added Services queries e.g. GPRS etc ▪ First time user set up ▪ Personal account balance and recharge ▪ Service queries e.g. GPRS, SMS, international queries 	In any calendar month, 99% of all End User enquiries will be resolved within 1 Business Day of enquiry being lodged by End User.	In any calendar month, 95% of all End User enquiries will be resolved within 3 Business Day of enquiry being lodged by End User.	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to the average monthly call Charges (ex GST) invoiced to the Customer in the 3 calendar months preceding the month in which the breach occurred.
Coverage Issues	Response within 1 Business Day of notification of coverage issue. Resolution will vary according to nature of coverage issue.	Not applicable.	No rebates apply. Where the coverage of a GSM service is deemed unsatisfactory for the reasonable use of an End User, Macquarie Telecom will switch the End User to the Macquarie Telecom TGSM service within 5 Business Days of receiving the signed CAF from the Customer. This option is available up to a maximum of 10% of the Customer's total handset fleet.
Grade of service - call handling	<ul style="list-style-type: none"> ▪ 80% of all End User calls to Macquarie Assist will be answered within 20 seconds. ▪ 80% of all calls to Macquarie Telecom's Managed Mobiles team on a defined 1300 number will be responded to within 1 hour from receipt of call during the hours of 9.00am to 5.00pm (AEST) on each Business Day. 	<ul style="list-style-type: none"> ▪ 60% of all End User calls to Macquarie Assist will be answered within 20 seconds. ▪ 60% of all calls to Macquarie Telecom's Managed Mobiles team on a defined 1300 number will be responded to within 1 Business day from receipt of call during the hours of 9.00am to 5.00pm (AEST) on each Business Day. 	If Macquarie Telecom breaches this Service Level Guarantee, a rebate equal to 5% of the average monthly call Charges (ex GST) invoiced to the Customer in the 3 calendar months preceding the month in which the breach occurred.