

1. Dictionary and Glossary of Terms

The expression:	Means:
Access Documents	As in clause 6(h)(ii)
Ad Hoc Visitor	A person who is not entitled to Regular Access
Associate	as in the <i>Corporations Act 2001</i> (Cth)
Availability Service Level	As in clause 6(i)(i)
Co-location	Hosting
Commencement Date	as in clause 3(a)
CPE Service and Management Level	as in clause 6(i)(ii)
Enhanced Service	the Availability Service Level option by that name
Hosted Equipment	web server, email server, firewall, router and other hardware (and related cabling) that is stored, or is intended to be stored, at a Hosting Premises in connection with this OneStream Hosting Service (whether or not you are the owner of that equipment)
Hosting	the storage of the Hosted Equipment at the Hosting Premises
Hosting Premises	a physical place in which the Hosted Equipment is stored
Minimum Monthly Charge	the minimum monthly recurring fee or charge that you are required to pay us, as set out in the details of your Plan, the application form, the Schedule of Fees and Charges or as otherwise notified to you by us from time to time
Minimum Term	the minimum term of your OneStream Hosting Service (or any part of your OneStream Hosting Service e.g. in respect of a given Hosting Premises or Service), as set out in your application form, or as otherwise expressly agreed to by the parties in writing

Offer	as in clause 3(b)
OneStream Hosting Service	the Service known as 'OneStream Hosting' and provided to you in connection with this Service Schedule
OneStream VPN and Internet Service	the Service known as 'OneStream VPN and Internet'
Onsite Service	the CPE Service and Management Level by that name
OnsitePlus Service	the CPE Service and Management Level by that name
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party
PortOnly Service	the CPE Service and Management Level by that name
Premium Service	the Availability Service Level option by that name
Regular Access	as in clause 6(h)(ii)
Related Body Corporate	as in the Corporations Act 2001 (Cth)
Related Entity	as in the Corporations Act 2001 (Cth)
Remote Service	the CPE Service and Management Level by that name
Schedule of Fees and Charges	a document that sets out the fees and charges which apply in connection with your OneStream Hosting Service, whether known by that name or such other name, as made available to you by us from time to time
Smart Hands	the optional component of your OneStream Hosting Service known by that name
Standard Service	the Availability Service Level option by that name
TailOnly Service	the CPE Service and Management Level by that name

Tape Backup

the optional component of your OneStream Hosting Service known by that name

Capitalised terms which appear in this Service Schedule and are not defined may be defined in the Standard Form of Agreement (SFoA).

2. Commencement of this Service

- a. OneStream Hosting Service will be deemed to have commenced in respect of a given Hosting Premises or Service once we notify you that the said Hosting Premises or Service (as the case may be) is available for use by you ("**Commencement Date**").
- b. Subject to clause 4(c), unless we notify you in writing to the contrary, we are deemed to have accepted your offer in your application form for us to supply this OneStream Hosting Service to you on the terms and conditions of this Contract (including your application form) ("**Offer**") on the Commencement Date in respect of that Hosting Premises or Service.

3. Fees and Charges

- a. Where you are required to pay a Minimum Monthly Charge in connection with a Service, the Minimum Monthly Charge is payable in advance. All other fees and charges in respect of a Service are typically payable by you monthly in arrears, unless otherwise notified to you by us from time to time. The Minimum Monthly Charge in respect of a Service will typically be pro-rated during the first calendar month of the Minimum Term and the final month of the Minimum Term.

4. This Service: Details

a. Location of Hosting Premises

- i. The Hosting Premises in which the Hosted Equipment will be stored is set out in your application form or as otherwise notified to you by us from time to time.
- ii. We may, from time to time, store the Hosted Equipment in a different Hosting Premises. Where we do so, we will provide you with reasonable notice.

b. Facilities of the Hosting Premises:

- i. The facilities available at a given Hosting Premises may be notified to you by us from time to time.
- ii. You acknowledge and agree that:
 1. the facilities available at a given Hosting Premises may vary from time to time. Where the facilities vary and we believe that the variation is significant and materially and adversely affects you, we will endeavour to notify you at the earliest practical opportunity; and
 2. your entitlement to use the facilities (and the terms and conditions in connection with the use of those facilities) are as agreed to by the parties from time to time. Where your use of those facilities exceeds your entitlement to use those facilities (for example, your power consumption requirements exceed your power consumption entitlement), additional fees and charges may apply and you will be required to pay those fees and

charges.

c. Shared Facilities CM8200B

- i. Your use of the facilities at a given Hosting Premises may be shared with other users of the facilities.
- ii. If your application form refers to rack space as being "*shared*" or words to that effect, you acknowledge and agree that:
 1. the Hosted Equipment stored by you at the Hosting Premises will not be stored in isolation or segregation and may be stored in the same rack space as the Hosted Equipment of another person; and
 2. other persons may be provided with a key, or other means of access to, that rack space.

d. Air Conditioning

Where air conditioning and humidity control is available at a Hosting Premises and an air temperature range and/or humidity range is notified to you in respect of the Hosting Premises, any such range is a guide only and the air temperature and/or humidity level may fluctuate from time to time.

e. Smart Hands

- i. Your application form may set out whether Smart Hands sessions are available as part of your OneStream Hosting Service.
- ii. If you exceed the number of Smart Hands sessions that you are entitled to, additional fees and charges may apply. Where appropriate, we will endeavour to contact you to obtain your consent prior to us providing additional Smart Hands sessions which are in excess of your entitlement under your Service.
- iii. We may, in our sole and absolute discretion, refuse to follow any direction that you give to us in connection with a Smart Hands session where we believe that:
 1. is unreasonable for us to follow that direction; or
 2. following the direction may result in loss, damage or harm to the Hosting Premises, any equipment (including the Hosted Equipment) our Network or may cause death, injury or disability to any person.

f. Tape Backup Facility

- i. Your application form may set out whether a Tape Backup facility is available as part of your OneStream Hosting Service and the details of that facility.
- ii. If a Tape Backup facility is available as part of your OneStream Hosting Service, you must:
 1. supply the tapes that will be used in connection with the Tape Backup facility;
 2. ensure that any tapes that you supply to be used in connection with the Tape Backup facility are suitable for your requirements and are compatible with the relevant Hosted Equipment;
 3. provide us with a schedule, setting out the full particulars of your requirements in respect of the Tape Backup facility (such as the times and dates for the tape backup to occur, the identity of the Hosted Equipment that you require to be backed up, any other relevant particulars and any other particulars that we may request from you from time to time in connection with the Tape Backup facility); and
 4. ensure that all tapes that will be used in connection with the Tape Backup facility are appropriately, legibly and coherently labelled with the following details:

5.
 - I. your name;
 - II. your customer ID;
 - III. particulars of the precise location of the Hosted Equipment that is required to be backed up in connection with the Tape Backup facility; and
 - IV. any other details that we may require from time to time.
- iii. If you require off-site storage of the tapes in connection with this Tape Backup facility as part of your Service, you acknowledge and agree that:
 - B. the typical period of time required to retrieve a tape that is stored off-site is twenty-four (24) hours; and
 - C. in circumstances where you inform us that you require us to retrieve a tape that is stored off-site urgently, you may incur additional fees and charges that you will be liable to pay. We will exercise best endeavours to inform you of those fees and charges prior to you incurring them.
- iv. We may, in our sole and absolute discretion, refuse to follow any direction or schedule (or part thereof) that you give to us in connection with the Tape Backup facility where we believe that:
 - D. is unreasonable for us to follow that direction or schedule (or part thereof); or
 - E. following the direction or schedule (or part thereof) may result in loss, damage or harm to the Hosting Premises, any equipment (including the Hosted Equipment) our Network or may cause death, injury or disability to any person.

(b) Testing and Maintenance of Facilities:

- (i) You acknowledge and agree that we may, from time to time, undertake testing and maintenance work in respect of the facilities available at the Hosting Premises (and in connection with the Hosting Premises generally).
- (ii) Where we reasonably believe that any testing and maintenance work (as referred to in clause 6(g)(i)) may significantly and materially and adversely affect your OneStream Hosting Service, your access to the Hosting Premises and the storage of the Hosted Equipment, we will endeavour to provide you with reasonable notice.

(c) Access Procedures:

- (d) Each Hosting Premises is intended to be a secure facility. Accordingly, you acknowledge and agree that there are strict procedures with which you and your Personnel must comply. We may notify you of such procedures (including any new procedures) and any changes to existing procedures from time to time and you agree that your access (and the access of your Personnel) to a given Hosting Premises is conditional upon strict compliance with those procedures by you and your Personnel.

(v) The table immediately below summarises your obligations in respect of your access to the Hosting Premises:

Access Sought	Summary of your obligations (non-exhaustive)
First Time Visit	<p>Prior to gaining access (or attempting to gain access) to the Hosting Premises, you must ensure that any document that is required by us in connection with access by you or your Personnel to the Hosting Premises is signed ("Access Documents").</p> <p>It is a condition of this Service Schedule that you comply with, and ensure that your Personnel comply with the Access Documents and any reasonable directions that are provided to you or your Personnel at all relevant times.</p> <p>We may also require that a valid form of government issued photo identification be provided by you and your Personnel as a precondition to any access to the Hosting Premises.</p> <p>We may refuse to provide you and your Personnel with any access to the Hosting Premises until such time as:</p> <ul style="list-style-type: none"> (a) all required Access Documents are signed by you or on your behalf; (b) we, in our sole and absolute discretion, are satisfied with the identification provided to us; and (c) we do not otherwise believe a refusal to grant access to be reasonable in the circumstances. <p>You must agree to us accompanying you on your first visit, during which time we will typically provide you with an introduction to the facilities available at the Hosting Premises, inform you of the location of the emergency exits and the like.</p>
Regular Access	<p>If you require a number of people to have regular access to the Hosting Premises ("Regular Access"), you must contact us in order for us to record the details of those persons as being authorised by you to have regular access to the Hosting Premises.</p> <p>Until such time as a person is recorded by us as being authorised by you to have regular access to the Hosting Premises (in accordance with our procedures from time to time), those persons will be treated as Ad Hoc Visitors.</p>

<p>Ad Hoc Visitors</p>	<p>You must provide us with one (1) Business Day notice of any intended access by an Ad Hoc Visitor.</p> <p>We may impose such conditions on the access by the Ad Hoc Visitor as we believe reasonable. Without limiting the forgoing, you acknowledge and agree that we may designate an Ad Hoc Visitor as (without limitation):</p> <ul style="list-style-type: none"> (a) 'unescorted' - in which case, the Ad Hoc Visitor will be provided with unsupervised access (save as to except video surveillance and monitoring) to the relevant area in the Hosting Premises; or (b) 'escorted' - in which case, the Ad Hoc Visitor will be, at all appropriate times, escorted through the Hosting Premises by a person nominated by you in writing or alternatively, by our Personnel. <p>You acknowledge and agree that where an Ad Hoc Visitor is designated as 'escorted' and we escort that Ad Hoc Visitor (whether you request that we escort that Ad Hoc Visitor or you fail to nominate a person to escort that Ad Hoc Visitor) for a period of time exceeding fifteen (15) minutes, additional fees and charges may apply for which you will be liable.</p>
<p>Emergency Access</p>	<p>In restricted circumstances, emergency access by an Ad Hoc Visitor (on less than twenty-four (24) hours notice) may be able to be arranged by us.</p> <p>We will notify you of those circumstances (and your obligations in connection with the emergency access) following a reasonable request by you for those details.</p>
<p>Access to install, alter or remove equipment</p>	<p>Without limiting your obligations above, if any access to the Hosting Premises is for the purpose of, or is in connection with, the installation, alteration or removal of Hosted Equipment, you must:</p> <ul style="list-style-type: none"> (a) provide us with one (1) weeks notice (including full and proper particulars) of the intended access; (b) (and ensure your Personnel must) comply with any procedure in

	<p>connection with the installation, alteration or removal of the Hosted Equipment that we may notify you of from time to time (including in respect of providing us with our required period of notice and completing such forms as we may require);</p> <p>(c) not (and ensure your Personnel do not) do any act which affects, or is in connection with, any equipment and infrastructure which is 'over head', 'under floor' or 'cross connection work' (as may be notified to you by us from time to time);</p> <p>(d) in respect of the installation of Hosted Equipment, ensure that the Hosted Equipment is unpacked, tested and where appropriate, assembled in the area of the Hosting Premises that is designated by us as the 'Staging Area' (or such similar designation as we notify you of from time to time) (which area must be booked by you in advance and is at all times subject to availability); and</p> <p>(e) in circumstances where you require emergency access, waive the right to an environment capacity check to determine whether any Hosted Equipment that is proposed to be introduced into the Hosting Premises may be supported by your network or the Hosting Premises generally.</p>
<p>Access Generally</p>	<p>Without limiting the forgoing, it will always be a precondition to gaining access to the Hosting Premises (and the continued access to the Hosting Premises) that you (and your Personnel):</p> <p>(a) provide a valid form of government issued photo identification;</p> <p>(b) wear such security badge that is provided and not remove that security badge from the Hosting Premises;</p> <p>(c) comply with any policy of ours or a reasonable direction given to you by us or by any Personnel of the Hosting Premises in connection with access to the Hosting Premises;</p> <p>(d) do not remove any cabinet</p>

or cage keys from the Hosting Premises; and

(e) acknowledge (by way of signature on such document as we may require from time to time) the receipt of keys, security badges and such similar items as provided to you in connection with your access to the Hosting Premises, at 'check-in' and acknowledge the return of those items at 'check-out'.

(i) Service Levels:

- (i) Your application form may specify whether you are entitled to:
- A. Premium Service; or
 - B. Enhanced Service; or
 - C. Standard Service,

("Availability Service Level")

- (ii) Your application form may specify whether you are entitled to:
- A. PortOnly Service; or
 - B. TailOnly Service; or
 - C. Remote Service; or
 - D. Onsite Service; or
 - E. OnsitePlus Service,

("CPE Service and Management Level")

- (iii) You acknowledge and agree that the features and components of each Availability Service Level and of each CPE Service and Management Level may vary from time to time. Where we reasonably believe that a variation may materially and adversely affect you, we will endeavour to provide you with reasonable notice of that variation.

5. Additional Terms and Conditions

(a) Warranties:

You warrant to us that:

- (i) you understand that it is a condition of us providing this OneStream Hosting Service to you that you are not a person in respect of whom the *TCP Code* applies and you warrant that you are not a person to whom the *TCP Code* applies;
- (ii) you are the owner of the Hosted Equipment or if you are not the owner of the Hosted Equipment, you have all necessary licenses, permits, permissions and consents required to store the Hosted Equipment at the Hosting Premises;
- (iii) you, by entering into this Service Schedule or by storing the Hosted

Equipment at the Hosting Premises, will not be in breach of any contractual or other obligation owed to any person;

- (iv) the Hosted Equipment is free from any defects (whether latent or overt) which may cause any loss, damage or harm to the Hosting Premises, our Network, any other equipment or cause death, injury or disability to any person;
- (v) the Hosted Equipment meets any minimum electrical, safety or technical standards or requirements (or such other minimum requirements as may be required by Law, including bearing all necessary regulatory approvals); and
- (vi) you have made your own inquiries in the respect of the fitness of any part of this OneStream Hosting Service for your requirements and you have not relied on any representations that we may have made to you in connection with this OneStream Hosting Service.

(b) No Re-Supply:

You must not, and you are not authorised or entitled to, resell your OneStream Hosting Service and you must not and you are not authorised or entitled to (or attempt or purport to) lease, sublease, license, sub-license, sell, transfer, assign, novate or otherwise grant, provide or confer (or attempt or purport to grant, provide or confer) any of your rights under this Service Schedule (including your right to access the Hosted Premises or store equipment at the Hosting Premises) without our express prior written consent.

(c) Annual Increase of Fees:

You agree that we may increase your Minimum Monthly Charge by 4% per annum on each anniversary of the relevant Commencement Date.

(d) Security for Payment:

To the maximum extent permitted by law, and without limiting any other rights available to us at law and under this Service Schedule, you expressly agree to grant us, as security for any monies that we claim are owing to us (however so owing), a lien over all Hosted Equipment stored by you at the Hosting Premises and irrevocably grant to us the right to sell all or part of the Hosted Equipment in the event that both of the following are satisfied:

- (vii) you fail to pay to us any monies that we claim are owing to us prior to the date by which we advise you those monies must be paid; and
- (viii) we provide you with written notice at least seven (7) days prior to the date on which we expect that the Hosted Equipment will be sold or offered for sale and you fail to pay to us the monies we claim are owing to us within those seven (7) days.

(e) Condition and Maintenance of Equipment:

You must, at your sole cost and expense (unless otherwise agreed in writing):

- (ix) ensure that all Hosted Equipment is appropriate, adequately maintained and meets all minimum standards as required by Law, the manufacturer of the Hosted Equipment, or as reasonably required by us and advised to you from

time to time;

- (x) ensure that all Hosted Equipment is separately fused;
- (xi) ensure that all Hosted Equipment is properly configured;
- (xii) arrange for the delivery of Hosted Equipment to the relevant Hosting Premises;
- (xiii) arrange for the installation and testing of the Hosted Equipment at such time and in such area within the Hosting Premises that we may require in our sole and absolute discretion. You acknowledge and agree that we may require such installation and testing to occur outside of the hours of a Business Day;
- (xiv) do all things necessary to satisfy the technical and environmental operational standards in respect of the Hosted Equipment;
- (xv) ensure that the Hosted Equipment is labelled at all times using such labelling systems and naming conventions as we may require in our sole and absolute discretion from time to time;
- (xvi) ensure that an accurate inventory of all of the Hosted Equipment (including cable layouts, cards installed and spares on hand) is maintained at the relevant Hosting Premises and a copy of that inventory is provided to us;
- (xvii) ensure that an accurate contact list of your Personnel who are authorised or responsible for attending to faults with, and maintenance of, the Hosted Equipment is maintained at the relevant Hosting Premises and a copy of that list is provided to us;
- (xviii) ensure that an accurate list of all circuits installed (specifying pairs, carrier(s) and where they are terminated) is maintained at the relevant Hosting Premises and a copy of that list is provided to us;
- (xix) ensure that any locks in any Hosting Premises is not changed, that additional locks are not used or that any other act is not done which has the effect of preventing, restricting or limiting our access to the Hosted Equipment or any part of any Hosting Premises (including access to the Rack space);
- (xx) pay to us upon request, all fees, charges, costs and expenses in connection with all routine and emergency maintenance of, and repairs to, the Hosted Equipment;
- (xxi) pay to us upon request, all fees, charges, costs and expenses in connection with the management and maintenance of your network (that you are not otherwise entitled to as part of your Service);
- (xxii) cooperate with, and provide assistance to, us in good faith in connection with identifying, confirming and resolving faults and undertaking maintenance in respect of the Hosted Equipment, each relevant Hosting Premises and in connection with this Service generally;
- (xxiii) ensure that all equipment and cabling that connects the Hosted Equipment to the Network will provide an appropriate transmission quality to the Network;
- (xxiv) comply with all Laws and this Service Schedule;
- (xxv) ensure the area of each Hosting Premises in or around the area in which the Hosted Equipment is stored is, at all times, maintained in a safe and tidy state and

in the same condition that those areas were in at the Commencement Date. If you fail to maintain those areas in that state, you acknowledge and agree that we may do any act required to make that area safe and tidy (as determined by us) and restore that area to the condition it was in at the Commencement Date; and

- (xxvi) ensure that no alterations, demolitions or additions (whether structural or otherwise) are made to any part of a Hosting Premises unless we expressly authorise you to do so in writing.

(f) *Further Acknowledgements:*

Without limiting the acknowledgements provided by you in this Contract, you further expressly acknowledge and agree that:

- (g) without limiting our rights in clause (iii)(e)(i)V, if we, in our reasonable opinion, believe that the Hosted Equipment (or any part thereof) has caused, is causing, or is likely to cause, loss, damage, harm or destruction to any part of the Hosting Premises, our Network, or any other equipment or has, or may cause, death, injury or disability to any person, or the ongoing storage or operation of the Hosted Equipment is in, or is likely to be in breach your Customer Contract or any Law, we may disconnect, shut down, turn off, remove from any Hosting Premises or otherwise deal with, the affected Hosted Equipment (at your sole cost and expense). Where we do so and where it is reasonable (having regard to actual or likely loss, damage, harm, death, injury or disability) we will endeavour to provide you with twenty-four (24) hours notice to remedy the situation prior to us taking the action in respect of the Hosted Equipment as set out in this subclause;
 - (ii) access to the Hosting Premises may be video monitored and you will procure the consent of all your Personnel to be video monitored prior to the time that they access the relevant Hosting Premises, or where that is not practical, at the earliest practical opportunity thereafter;
 - (iii) we may access and inspect the Hosted Equipment at any time to determine whether or not you are complying with your obligations under your Customer Contract or any Law, to rectify any breach by you or to exercise any right that we have under this Contract;
 - (iv) we may require you to, at your sole cost and expense, and on at least three (3) months written notice, move the Hosted Equipment to another area within the relevant Hosted Premises for any reason (or to such other Hosted Premises provided it is reasonable for us to require you to do so);
 - (v) upon request by us, you will provide us with any necessary agency authorisation reasonably required by us in connection with our rights or obligations in your Customer Contract;
 - (vi) if you have requested a connection to our Network, additional fees and charges may apply;
 - (vii) we do not make any representations to you, or provide you with any assurances, that our Network is a secure and confidential method of communications and any transmission of data by you on our Network is done so at your own risk;
 - (viii) we are not responsible for any transmission of data across our Network;
 - (ix) we have not made any representations or warranties in relation to the fitness for purpose of this OneStream Hosting Service or in respect of any Network security and to the maximum extent permitted by Law, we will not be liable to you in that regard; and

- (x) you have made your own independent assessment (and you have solely relied on that assessment) in respect of whether this OneStream Hosting Service (or any part thereof) is fit for the purpose you require prior to entering into your Customer Contract.

(h) Service Outages:

- a. We may, from time to time, perform maintenance work that may affect your OneStream Hosting Service, including your access to a Hosting Premises. Any disruption caused to your OneStream Hosting Service will not constitute a breach of our obligations under your Customer Contract.
- b. Where possible, we will exercise our reasonable endeavours to perform maintenance work at such time to minimise a disruption to your OneStream Hosting Service and to your access to a Hosting Premises.

6. Availability of Rebates

- (a) You are not entitled to any rebate in connection with this OneStream Hosting Service unless:
 - i. your OneStream Hosting Service is acquired and maintained by you at all times in conjunction with a OneStream VPN and Internet Service; and
 - ii. your OneStream Hosting Service is an 'Additional Service' for the purposes of the OneStream VPN and Internet Service (in which case you will only be entitled to a rebate if you are entitled to a rebate in accordance with the OneStream VPN and Internet Service Schedule).
- (b) For the avoidance of doubt, if you receive a rebate in accordance with the OneStream VPN and Internet Service Schedule in respect of your OneStream Hosting Service, you are not entitled to any further rebate under this Service.

Schedule in connection with the same facts, matters and circumstances that gave rise to your claim for a rebate.

7. Availability of Rebates

- (a) Please refer to your Onestream Welcome Pack for all your account management contacts and support numbers.
- (b) In the event of any inconsistency between this Service Schedule and your Welcome Pack, this Service Schedule prevails.