

365 CONNECT PTY LTD – DATA SERVICE SCHEDULE

SERVICE DESCRIPTION

1. The 365 Connect Data Service is a service for the transmission of data across an IP network. It offers a number of Internet access services. Depending upon the service elements selected and the nature of the implementation the service has the capability to support a wide range of Internet applications and protocols. These may include Internet email protocols (e.g. SMTP, POP & IMAP), file transfer protocol (FTP), hypertext transfer protocol (HTTP), remote desktop applications (e.g. Citrix and Windows Terminal Server) and remote terminal sessions (e.g. telnet and SSH).
2. The Service may be delivered via a range of different access mediums, details (including pricing) of which can be obtained from 365 Connect upon request.

PRICING

3. Pricing for the Service and other charges under the Agreement shall be as notified by 365 Connect (for example, in its proposal to the Customer) and as otherwise notified or varied by 365 Connect in accordance with the General Terms.
4. Charges may include establishment, monthly recurring (which may be invoiced in advance), usage-based and other associated charges (including hardware, software and professional services).
5. Charges shall commence from the time 365 Connect makes the Service available to the Client, whether or not the Client is ready to make use of the Service at that time.

ADDITIONAL TERMS

6. For the purposes of this Agreement: **“Defined Abuse”** includes misuse of the Service including without limitation: (a) giving an unauthorized person the Client’s account and password details; (b) deliberately or recklessly disrupting 365 Connect’ service; (c) engaging in the practice known as spamming; (d) using the Service in an unlawful manner; (e) using the Service to menace or harass others; (f) Denial-of-service attacks on other clients or any network; (g) using the Service to obtain unauthorized access to any network; or (h) as otherwise reasonably determined by 365 Connect; and **“Denial-of-service attack”** includes behaviour of the Client that results in disruption of 365 Connect’ service, disruption of other people’s access or their enjoyment of that access, including without limitation computer viruses and other harmful components, IRC harassment, e-mail bombardment, damage to internet-connected resources and channel flooding.
7. 365 Connect may provide the Client with a unique login identification code, password, telephone number and other login information required to enable connection to the Service. The Client must not use such information for multiple concurrent logins and must ensure that such information is not disclosed to any unauthorized person.
8. The Service may be subject to an SLA provided or published by 365 Connect from time to time. Subject to the Agreement, 365 Connect may vary any such SLA as required by providing the Client with at least 30 days’ notice.
9. The Client agrees to use the Service only in accordance with any Acceptable Use Policy provided or published by 365 Connect from time to time. 365 Connect may vary any such Acceptable Use Policy by providing the Client with at least 30 days’ notice.
10. The Client shall be responsible for backup and storage of the Client’s software including without limitation data.
11. The Client must ensure that its use of the Service and all data transmitted via the Service (whether by the Client or another person):
 - a. is free from computer viruses, trojans, worms, hacking tools and other harmful components;

- b. does not infringe the intellectual property rights of any person;
 - c. complies with the terms of the Agreement;
 - d. does not defame any person; and
 - e. does not breach any law (including without limitation any law relating to pornographic, obscene or offensive material, vilification, unsolicited electronic messaging, consumer protection, confidential information, information security, national security and public safety).
12. 365 Connect will not be liable for any activity associated with the use of the Service and the Client shall fully indemnify and hold harmless 365 Connect, its employees, contractors and suppliers in relating to any such matters (including the matters referred to in clause 7 above). 365 Connect may cease providing the Service and retains the right to apply an early termination fee if appropriate and to refuse refund for the Service in such circumstances.
 13. 365 Connect reserves the right to vary or substitute the Service with a suitable alternative for technical, operational or commercial reasons. Should there be a need to do so 365 Connect will use its best endeavours to avoid any unnecessary disruption to the Client as a result of such a change.
 14. 365 Connect will use its best endeavours to make the Service available to the Client 24 hours a day, 7 days a week. However, the Client acknowledges that the Service may be unavailable at times, due to various factors including but not limited to network maintenance, peak congestion, Service Equipment or line failure. The Client further acknowledges that 365 Connect does not guarantee the speed, performance or quality of the Service, although certain credits or rebates may be available under an applicable SLA. References to speeds are maximum theoretical speeds and may not reflect actual performance.
 15. Emergency maintenance and scheduled maintenance in relation to the Service may be required from time to time. Should this be necessary, 365 Connect will provide as much notice as is reasonably practicable and will endeavour to conduct such maintenance at times that are unlikely to impact most clients.
 16. If there is a data allowance associated with a given service and it is not used within the period for which it is provided, it does not roll-over into a subsequent period.
 17. The Client acknowledges that devices connected to a network, and particularly those connected to the Internet, are subject to security threats. The Client agrees that 365 Connect will not be responsible or liable for ensuring the security, privacy or integrity (including threats arising from viruses, trojans, worms, hacking tools or any other harmful component) of any Client data held on devices connected to the Service either directly or indirectly or transmitted to another location using the service. The Client must fully indemnify and defend 365 Connect in relation to any claim relating to the matters referred to in this paragraph.
 18. Without limiting clause 17 above (and without making any warranty or representation), 365 Connect recommends that the Client use a firewall and other security technologies in conjunction with the Service. 365 Connect may agree to assist the Client in this regard, as an additional service and subject to 365 Connect's then current rates.
 19. The Service is limited to locations in which 365 Connect operates. If the Client changes the site at which the Service is installed, 365 Connect does not guarantee the ability to provide the Service to an alternative site and will be the Client's responsibility to arrange an alternate Service. In which case, the Client must notify 365 Connect in writing at least 30 days prior to the end of the then current term of their intent to cancel the Service.
 20. Where the Service is being used to deliver Internet access with usage-based pricing 365 Connect will charge an excess usage fee for downstream usage that exceeds the included usage associated with the service. 365 Connect will not charge an excess usage fee for upstream usage

unless upstream usage exceeds ten times the included downstream usage, however should this occur 365 Connect will charge for excess usage in both directions.

21. The Client must use its best efforts to identify whether a fault is related to the Service or is within the Client's own network prior to contacting 365 Connect for support. Should the Client request support and the fault be found not to be related to the Service, 365 Connect may impose a professional service fee at 365 Connect's then current rates.
22. If the initial term for the Service is specified in the application form, it will be as specified. Where not specified in the application form, the initial term for the Service will be 1 month. The Agreement shall automatically renew for successive monthly periods thereafter. Either party may terminate the Agreement at the end of the then current term by notifying the other party in writing at least 28 days prior to the end of the then current term.
23. Where 365 Connect provides goods or services as a re-seller of another service provider, it may by written notice to the Client incorporate all or some of the terms of supply by the other service provider into this Service Schedule. In such instances: references in such terms to the other service provider shall be deemed to be references to 365 Connect; and references in such terms to 365 Connect shall be deemed to be references to the Client.
24. Nothing in this Service Schedule limits any limitation, exclusion or indemnity contained in the Master Services Agreement.