

Yomojo[®]

**Business Data
Service Schedule**

1 SERVICE DESCRIPTION

This Service Schedule forms part of the Agreement between You and Yomojo and is applicable to Services entered into between You and Yomojo for Business Data Services

1.1 General

Yomojo's Internet Service (Service) provides You with connectivity to the Internet. The Service is available at set bandwidth options ranging from 100Mbps to 10Gbps.

1.2 Features

The Service includes:

- a. A layer 3 Service at the Bandwidth specified In the
- b. Service Order; and
- c. A router or modem (optional).

1.3 IP Addresses

- a. You may elect to use Yomojo supplied internet protocol (IP) addresses which will be of type IPv4, unless otherwise stated.
- b. Your right to use Yomojo supplied IP addresses ceases on termination of the Agreement, cancellation of the Service or where Yomojo ceases to provide the Service to You.
- c. Yomojo reserves the right to change any Yomojo supplied IP addresses allocated to You on at least 7 days' notice or immediately if an urgent change is required in order to maintain Network availability or to correct a Fault.

2 PROVISION OF SERVICES

2.1 Infrastructure and Capacity check

All quotes are subject to a check of Yomojo's infrastructure and capacity constraints. If the check indicates that there would be a requirement for additional infrastructure, capacity, or cost, Yomojo may cancel any existing quote and issue a replacement. This replacement quote may also propose a Feasibility Study under clause 18.2.2.

2.2 Feasibility Study

Some locations require a Feasibility Study to accurately determine Charges. Where You request a Feasibility Study or Yomojo requires one to be done:

- a. You must pay the applicable Feasibility Study Charge. If You do not agree to the Feasibility Study Charge, You will not be able to progress the Service Order.
- b. In some cases, Yomojo may refund the Feasibility Study Charge to You where You order the Service within the validity period of the study. If this condition applies, it will be stated in the applicable Service Order.

If the result of the Feasibility Study is that additional infrastructure is required for Yomojo to provision the Service, Yomojo will advise You of any additional Charges that will apply. If You do not agree to pay those additional

Charges, the Service Order will terminate. Note, in this scenario, the Feasibility Study Charge is not refundable to the Customer by Yomojo.

2.3 Third Party Fees and Charges

For Services Yomojo orders through any Third Party Network there may be an upfront build charge or cost which You will be required to pay (Build Charge). This Build Charge may be adjusted higher if the Third Party Network Supplier determines that the actual cost they will incur is higher. In this event, You will have 5 Business Days to accept the new Charges or the Service Order will be terminated by Yomojo. You agree that if You proceed, Yomojo will pass on the additional Build Charge to You.

2.4 Early Cancellation Fees

If the Service is cancelled by You prior to the completion of provisioning, Yomojo will pass on associated costs and fees to You and may also charge an administration fee to cover internal costs.

2.5 Provisioning

- a. Yomojo will provision the Service to the Site by terminating the Service with Yomojo demarcation point. Yomojo will provision the Service by the RFS Date in accordance with Good Industry Practice.
- b. Where a Third Party Network is used, the Service will be provisioned at the Third Party's nominated demarcation area within the Site.

2.6 Site access

- a. Yomojo will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Yomojo supplies the Service.
- b. Yomojo's obligation under clause 2.6(a) does not extend to:
 - i. entering into licence agreements with property owners, managers, or occupiers;
 - ii. paying licence fees for the installation of its infrastructure;
 - iii. litigating to enforce its rights as a telecommunications carrier under relevant legislation (Carrier Rights); or
 - iv. referring objections to the exercise of its Carrier Rights to any Regulator.

2.7 Network Access Points

The Network Access Point in respect of each Site where Yomojo supplies a Service will be at Yomojo's demarcation point inside the Site.

2.8 Handover of Services

On or before the RFS Date for a Service, Yomojo will make the Service available to You and give You written notice of such availability, warranting that Yomojo has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You all associated circuit identifiers.

2.9 Acceptance Testing

Upon receipt of a notice from Yomojo under clause 2.8, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- a. You notifying Yomojo that the Service is accepted;
- b. expiry of the 14-day testing period without notifying Yomojo of any failure of the Service to meet the Service Levels; or
- c. You commence using the Service for a purpose other than acceptance testing.

If You notify Yomojo of a failure of the Service to meet the Service Levels, Yomojo will rectify the fault and retest the Service and repeat the steps in clauses 18.2.8 to this clause 18.2.9.

3 YOUR OBLIGATIONS

3.1 3.1 Address information

- a. You must provide accurate and complete Site address information to Yomojo for use in qualifying each Service. You will be liable for any costs incurred by Yomojo due to any incorrect, false or misleading information You provide.
- b. If You change the Site prior to the delivery of the Service, You must pay Yomojo's reasonable costs and fees (if any) arising from the change of Site.

3.2 Responsibility for Interconnection

- a. You are responsible for procuring and installing (at Your own cost) any Customer Equipment necessary to connect Your network infrastructure to the Network Access Point.
- b. In circumstances where You are unable to procure and install the Customer Equipment, You may request that Yomojo do so on Your behalf. You agree to pay Yomojo the costs associated with the equipment and its installation and acknowledge that such equipment is deemed Customer Equipment for the purposes of the Agreement.

3.3 Rack space, Power and Heating / Cooling

You must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the Service.

3.4 Fair Use Policies

- a. You acknowledge that Services provided using NBN as a Third Party Network are subject to the relevant NBN Fair Use Policies (Fair Use Policies) which are accessible by the following links:
 - i. NBN Ethernet Fair Use Policy:
<https://www.nbnco.com.au/content/dam/nbn/documents/sell/wba/2023/wba5/ethernet/sfaq-wba-nbn-ethernet-fair-use-policy-20231201.pdf.coredownload.pdf> and
 - ii. NBN Enterprise Ethernet Fair Use Policy:
<https://www.nbnco.com.au/content/dam/nbn/documents/sell/wba/2023/wba5/ee/sfaq-wba-nbn-enterprise-ethernet-fair-use-policy-20231201.pdf.coredownload.pdf> (nbnco.com.au).
- b. You acknowledge that NBN may take action, or request that Customers take action, against Services that are in breach of the Fair Use Policy. You will undertake any action required by Yomojo and/or NBN to adhere to this Fair Use Policy.

4 ACCESS

4.1 Access

The Service will be provided to You using one of the following access types, as set out in the Service Order:

- a. A Third Party Network, including:
 - i. NBN TC4;
 - ii. Telstra Wholesale;
 - iii. Optus Wholesale;
 - iv. FibreconX;
 - v. TPG/Vocus;
 - vi. NBN Enterprise Ethernet; or
 - vii. Any other network organised by Yomojo to supply Your Service.

Services provided using NBN TC4 will be best-efforts bandwidth only.

4.2 NBN Enterprise Ethernet

Class of Service (CoS):

If the Service is accessed using NBN Enterprise Ethernet then that Service is available at 3 Class of Service levels:

- a. CoS-High: CIR data only;
- b. CoS-Medium: 1:3 CIR:EIR data; or (c) CoS-Low: EIR data only.

The level of service will be set out in the applicable Service Order.

4.3 Traffic Shaping:

For Services supplied without any Yomojo modem or router, You will need to ensure the traffic leaving the End User router (Egress) and entering NBN NTD is shaped accordingly. The traffic shaping is required to comply with this specification: The Layer 2/3 Information Rate is as per ordered bandwidth, plus the Committed Burst Size (CBS) for each CIR specification is set at 10ms. The Excess Burst Size (EBS) for each EIR specification is set at 10ms. Maintenance

5 MAINTENANCE

5.1 Planned Outage Periods

Yomojo will, wherever reasonably practical in the circumstances, give You at least 5 days prior notice of any Planned Outage Period (Proposed Outage) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

5.2 Minimise Disruption

Yomojo will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

6 FAULTS AND FAULT TICKETS

6.1 Reporting Faults

You must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

6.2 Fault Tickets

Upon being notified of a suspected Fault by You and receiving a Fault report from You, the Help Desk will assign a reference number to the Fault (Fault Ticket) and will issue that reference number to You.

6.3 Closure of Fault Tickets

When Yomojo has remedied a Fault, it will notify You that the Fault Ticket is “closed”.

6.4 Faults reported in error

If You report a Fault to the Help Desk in circumstances where the Service Disruption is not due to a Fault within the Network (for example where unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by You, You will bear the cost of Yomojo investigating the reported Fault.

6.5 Fault restoration

Yomojo will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target set out below.

The following table details the Fault Restoration Targets for Services supplied using an On-Net Network access type:

Priority Level	Urgency		
	Critical Business Service Offline	Wide-spread business impact	Service Degredation
Impact	P1	P2	P3

Fault Level	Response Time	Restoration Target	
		No Site Access Required	Site Access Required
P1	0.25 hours	4 hours	4 Hours
P2	0.5 hours	8 hours	8 Hours
P3	4 hours (during business hours)	24 hours	COB Next Business Day
P4	8 hours (during business hours)	72 business hours	72 business hours

For services using NBN TC4 or equivalent as an access, best-efforts will apply.

6.6 Information updates

During the Remedy Period, the Help Desk will, in response to a request from You, provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Yomojo.

7 SERVICE CREDITS

7.1 Service credits

Subject to the Service credit conditions listed in clause 18.7.2 and in the event of Yomojo failing to meet the Service Availability Target, the following Service credits will apply.



7.2 Service credit conditions

The following conditions apply to Service credits:

- a. Service credits are not available for Excluded Services or Services in Excluded Areas;
- b. Service credits apply from the first full calendar month that the eligible Service is operational;
- c. where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- d. You must apply for the credit by contacting support and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- e. the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- f. the maximum Service credit available for each eligible Service in any month will not exceed 20% of the total monthly Charges for that eligible Service in that month.

8 CHANGES

8.1 Relocations

- a. In the event You require a relocation of a Service to a new Site, You must make a written request to Yomojo in a manner nominated by Yomojo. You acknowledge that not all Services can be relocated.
- b. Yomojo will respond to your request and advise, in its absolute discretion, whether the Service can be relocated.
- c. Where the Service can be relocated, one-time Charges may apply as well as a change to the monthly Charges.

8.2 Upgrades

You may at any time make a written request in a manner nominated by Yomojo to upgrade the bandwidth of the Service. You acknowledge that one-time Charges and additional monthly Charges may apply.

8.3 Service Order

If You make a request under clauses 18.8.1 or 18.8.2 which is accepted by Yomojo, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Service Order which, upon execution, will replace the previous Service Order.

8.4 Variations

Without limiting Yomojo’s rights under any other clause of the Agreement, Yomojo may:

- a. vary this Service Schedule or a Service Order immediately without notice (excluding the Charges) if required or suggested by a law or a Regulator; or a Third Party’s supply terms or agreement with Yomojo is varied, terminated or replaced or due to a pass through of amendments made by a Third

Party supplier and as a result of that variation, termination or replacement, Yomojo considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

8.5 Cancellations

The Agreement is a Fixed-Term Agreement with a minimum thirty six (36) months (as indicated by the Customer on the Application). Therefore, if the Agreement is terminated during the minimum term for any reason other than a cancellation of the service in accordance with clause 12.1 the Customer shall be liable to pay to Yomojo a cancellation fee equivalent to the sum of:

- a. the monthly access charge referenced in Appendix C by the number of months in the unexpired portion of the contracted term.

Should you withdraw your order for a service(s) prior to completion, you will be required to pay the order withdrawal charges, depending on the length of time and order stage your order has progressed on the following basis as a percentage of the monthly access charged referenced in Appendix C

- a. Order placed and accepted by Yomojo or within 5 business days of order – 30%;
- b. Installation of service commenced or within 15 days of order – 60%
- c. Service installation has been completed, or within 20 business days of order – 200%

For Example: Order placed and accepted by Yomojo or within 5 business days of order for a service where the Monthly Access Charge is \$500 per month = 30% x \$500.00 = \$150.00 once off Order Withdrawal Charge

9 DEFINED TERMS

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning, unless the context otherwise requires:

Agreed Coverage Period means 24 hours a day, 7 days a week, 52 weeks a year.

Class of Service (CoS) means the class of service order by You and provided by NBN (applicable to Services accessed by NBN Enterprise Ethernet).

Committed Information Rate (CIR) means the information rate which the NBN Co Network is committed to transfer for a particular link under normal conditions, as described in the NBN Enterprise Ethernet Product Technical Specifications (applicable to Services accessed by NBN Enterprise Ethernet).

Customer Equipment means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not provided by Yomojo.

Customer Network means any network used by You, which may interact with the Service and is not provided by Yomojo as part of the Service.

Excess Information Rate (EIR) means the additional information rate, above the CIR, which the NBN Co Network is providing on a best-efforts basis, as described in the NBN Enterprise Ethernet Product Technical Specifications (applicable to Services accessed by NBN Enterprise Ethernet).

Excluded areas means any area that cannot reasonably be accessed by road, where alternative transport is required.

Excluded Services refers to any Customer Network or Services which are qualified in a Service Order as being excluded.

Excused Downtime means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' due to:

- a. Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- b. the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- c. any failure, incompatibility or error in the configuration of Customer Equipment or any Customer Network;
- d. Yomojo suspending the Service in accordance with the Agreement;
- e. a Fault that arises and is resolved within a Planned
- f. Outage Period;
- g. You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant
- h. Service Order; or
- i. a Force Majeure Event.

Fault has the meaning given in clause 18.6.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- a. except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- b. the failure of multiple Services over a single Fibre or device is treated as a single Fault.

Fault Restoration Target refers to the targets set out in clause 18.6.6.

Fault Ticket has the meaning given in clause 18.6.3.

Feasibility Study refers to a service qualification or Site survey performed by Yomojo or a Yomojo supplier.

Feasibility Study Charge means the Charge for the Feasibility Study as set out in a Service Order or communicated to You in writing.

Network means the telecommunications network operated by Yomojo, its Affiliates or by Third Parties pursuant to arrangements with Yomojo or its Affiliates.

Network Access Point has the meaning given by clause 18.2.7.

Planned Outage Periods means the period during which Yomojo, or a party on behalf of Yomojo, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- a. installation of infrastructure;
- b. maintenance requirements (including scheduled maintenance);
- c. infrastructure upgrades; and
- d. Network relocation.

Remedy Period means the period that:

- a. commences on the earlier of when the Fault is reported to the Help Desk; and
- b. ends when the Fault is remedied.

Service Availability is calculated each month as Uptime divided by (the number of minutes in the month, less Excused Downtime), expressed as a percentage.

Service Availability Target has the meaning given at clause 7.1.

Service Qualification (SQ) means a system by which Yomojo and its wholesale suppliers determine whether a particular address is serviceable at the desired speed.

Site means each of Your physical premises, including Facilities, located at the site addresses specified in the Service Order.

Third Party means a person or entity other than Yomojo or its Affiliates (and their respective officers, employees, agents and subcontractors).

Third Party Network means the telecommunications network operated by a Third Party pursuant to arrangements with Yomojo or its Affiliates.

Uptime means the number of minutes in each month where the link state of the Service is 'up', rounded to the nearest minute.