



OFFICELINK+ STANDARD SERVICE AGREEMENT

**OfficeLink Plus (a brand of Hostech
Communications Pty Ltd)**

ABN 37 118 033 051

Phone: 1300 367 917

Fax: (02) 6282 4328

GPO Box 2962

Canberra ACT 2601

info@officelink.net.au

www.officelink.net.au

Commercial-In-Confidence

© OfficeLink Plus 2004-2010

A grey decorative shape in the bottom left corner of the page.

1. Scope of this Document

- 1.1. This document sets out the general terms and conditions that will govern the relationship between OfficeLink Plus (OfficeLink+) and you. The terms and conditions specific to the supply of a Service to you are set out in one or more Service Schedules.
- 1.2. A Service Schedule is binding and commences when it is accepted by OfficeLink+ as evidenced with an authorised signature.

2. Meaning of Terms

- 2.1. If we have used terms in this document or in the Service Schedules, their meanings are set out in the Glossary found at the end of this document.
- 2.2. We have tried to be careful so that there are no confusing ambiguities between this Service Agreement and the Service Schedules. However, if there is any inconsistency, the inconsistency will be resolved using the following priority: the Service Schedule, then this Service Agreement and last, any Attachment.

3. What OfficeLink+ does for you

- 3.1. OfficeLink+ provides the Services. The Service Schedule that you have signed or will sign, sets out the exact nature of the services that we have agreed to provide to you.
- 3.2. Throughout the Term, OfficeLink+ will supply to you the Services and you agree to take them.
- 3.3. For some of the Services, we are able to specify Service Levels. The Service Schedule will set out Service Levels and the consequences of our failing to achieve the Service Levels. You should read those consequences carefully because they set out the full limit of our liability to you for failing to reach the Service Levels.
- 3.4. We will comply with mandatory industry privacy and data handling requirements for your records that are held by us.

4. What you must do

- 4.1. You must pay us. The amount that you must pay, and the period over which you must pay, is set out in the Service Schedule.
- 4.2. You must comply with all relevant laws, regulations, standards and code. You agree that you will not:
 - a. use or permit the use of a Service in any manner which constitutes a violation or an infringement of any duty or obligation in contract, tort, or otherwise to any third person;
 - b. use or permit the use of a Service in connection with the commission of an offence against the laws of the Commonwealth or the States or Territories;
 - c. use or permit the use of a Service in any manner in contravention of the Acceptable Use Policy, including, but not limited to the transmission of any defamatory, offensive, abusive, indecent, spam or menacing material or the making of any hoax call, message or email;
 - d. knowingly, or by any negligent act or omission, use or permit the use of a Service in connection with the transmission of any computer virus that may adversely affect the OfficeLink+ Equipment, the OfficeLink+ Network, the equipment or network of any third party provider to OfficeLink+ or any network users;
 - e. use or permit the use of a Service to engage in any activities in a manner that may expose OfficeLink+ or any third party provider to the risk of any legal or administrative action including prosecution under any law; or
 - f. interfere or attempt to interfere with the operation of a Service; an IP address; the OfficeLink+ Network; OfficeLink+ Equipment; or the network, equipment or IP Addresses of any other person.

- 4.3. You must comply with all reasonable requests for assistance that we make of you to help us to comply with our regulatory obligations, including requests relating to:
 - a. providing information to the police and other law enforcement agencies;
 - b. providing information for directory purposes; and
 - c. the provision of emergency services.
- 4.4. You will do everything reasonable to help and co-operate with OfficeLink+ to provide to you a Service at a location. The kinds of assistance we may require from you include:
 - a. ensuring that it is possible and safe for us or our agent to get necessary access to a location (including for any emergency);
 - b. ensuring that relevant people are available and give to us timely instructions;
 - c. ensuring that our Equipment is ready at the appropriate time;
 - d. working together with OfficeLink+ to establish procedures to reduce fraud, or the opportunity for fraud, in relation to the Service.
- 4.5. Where OfficeLink+ provides you with Voice+ services, you still remain responsible for:
 - a. providing at least one physical primary telephone service at each of your sites;
 - b. informing and educating your staff that emergency phone calls (e.g. 000) are to be made from the physical primary telephone service located at each site in accordance with clause 4.5.a;
 - c. telephone access to 000 phone numbers; and
 - d. telephone access to the 1900 services (if required).
- 4.6. The telephone services provided in accordance with clause 4.5.a may be used for, but are not limited to, the provisioning of ADSL services, telephone calls (including emergency phone calls) and fax services.

5. OfficeLink+ Equipment

- 5.1. If required for the provision of the Service, we will supply to you OfficeLink+ Equipment. You are responsible for the OfficeLink+ Equipment and must compensate us for any loss or damage to it (unless we cause such loss or damage).
- 5.2. If you become aware of any loss of, damage to, claim over, or malfunction of the OfficeLink+ Equipment, you must notify us immediately.
- 5.3. We may, at any time and at our cost, modify or replace OfficeLink+ Equipment provided there is no material adverse impact on our provision to you of the Service.
- 5.4. In respect of OfficeLink+ Equipment, you must:
 - a. provide an adequate power supply and a suitable physical environment in accordance with OfficeLink+ reasonable directions;
 - b. only permit OfficeLink+ Equipment to be repaired, serviced, moved or disconnected by OfficeLink+ unless otherwise permitted by OfficeLink+ in writing;
 - c. not remove or obscure any identification marks on OfficeLink+ Equipment;
 - d. make OfficeLink+ title (or the title of a person nominated by OfficeLink+) to OfficeLink+ Equipment clear to all persons;
 - e. comply with all reasonable instructions given by OfficeLink+ to protect the proper ownership of the OfficeLink+ Equipment; and
 - f. not do anything, or allow anything to be done, which might affect the ownership of the OfficeLink+ Equipment.

6. Customer Equipment

- 6.1. You are responsible for the installation of Customer Equipment and connections to the OfficeLink+ Network necessary for us to provide the Service.
- 6.2. You must ensure that Customer Equipment does not have a detrimental effect, as determined by OfficeLink+, on the OfficeLink+ Network and accords with all relevant laws.
- 6.3. We may, without liability, immediately disconnect all or any of the Customer Equipment (provided that, where practicable, we will notify you of our intention to disconnect) if:
 - a. you do not fulfil any of your obligations under the Service Schedule; or
 - b. OfficeLink+ reasonably considers that Customer Equipment may:
 - i. cause death or personal injury;
 - ii. cause damage to the property of OfficeLink+ or another person; or
 - iii. materially impair the operation of the OfficeLink+ Network.
- 6.4. You will provide OfficeLink+ with access to the location where Customer Equipment is located to permit OfficeLink+ to disconnect Customer Equipment in accordance with these clauses.
- 6.5. We will supply the Purchased Equipment at the location set out in the Service Schedule or as otherwise agreed by the parties in writing. You must, on delivery or on any other date agreed by the Parties in writing:
 - a. purchase from OfficeLink+ the Purchased Equipment for the price set out in the Service Schedule; and
 - b. pay the installation charges set out in the Service Schedule for the Purchased Equipment.
- 6.6. Title to and legal and beneficial interest in the Purchased Equipment remains with OfficeLink+ until OfficeLink+ has received in full the purchase price and the installation charges for that Purchased Equipment.
- 6.7. Risk for damage to or loss of the Purchased Equipment passes to the Customer on delivery of the Purchased Equipment to the location set out in the Service Schedule or as otherwise agreed.
- 6.8. OfficeLink+ will use reasonable commercial efforts to assign to you all supplier warranties provided in respect of the Purchased Equipment but otherwise gives no warranties regarding it.
- 6.9. Upon giving no less than thirty (30) days prior written notice, or notice as soon as practicable in the event of an emergency, we reserve the right to change the location of one or more POPs including the Customer Equipment located in the POP. In such cases:
 - a. you agree to work with us in good faith to minimise any disruption of the Service as a result of any such relocation; and
 - b. unless otherwise agreed, OfficeLink+ will be responsible for the relocation and reconnection costs incurred by the relocation.

7. End Users

- 7.1. You must not re-supply any of the Services to an End User that is not part of your organisation without the written approval of OfficeLink+.

8. Charges and Payment

- 8.1. The Charges for a Service are set out in the Service Schedule. These charges are valid for the period specified in the Service Schedule.
- 8.2. Your obligation to pay for the Service will accrue on and from the Service Start Date for the Service.
- 8.3. In most cases Services will be invoiced monthly in advance.

- 8.4. You will be sent an Invoice each calendar month and you must pay each Invoice in Australian dollars within 21 days of the Invoice Date (Due Date).
- 8.5. If we have omitted Charges from an Invoice for any reason, we may include such Charges in a later Invoice provided that these Charges are invoiced to you within 12 months of the due date of the Invoice in which the Charges should have been included.
- 8.6. Unless you establish otherwise, there is a presumption that records held by OfficeLink+ or any other third party provider with which the OfficeLink+ Network is interconnected are correct and that the Charges have been incurred and are payable by you.
- 8.7. If you fail to pay all amounts when due then we will be entitled to charge an additional administrative fee of 2% per month or \$20 per month (whichever is the greatest).
- 8.8. If any portion of the payment is outstanding fourteen (14) days after the due date then all services relating to the overdue payment will be suspended. A reconnection fee equal to one month's rental will be incurred when each service is unsuspended.
- 8.9. If any portion of the payment is outstanding twenty eight (28) days after the due date then all services relating to the overdue payment will be cancelled. This will incur a \$150 per service disconnection fee.
- 8.10. Immediately upon cancellation of a Service, OfficeLink+ reserves the right to engage a debt collection agency to collect:
 - a. the portion of the payment that is still outstanding;
 - b. any outstanding administration fees;
 - c. 14 days additional rental (until suspended);
 - d. 14 days additional rental (while suspended);
 - e. the disconnection fees (of \$150 per service if not specified in the Service Schedule);
 - f. a charge to cover our reasonable expenses and costs incurred in enforcing any failure or delay in your payment including the cost of engaging the debt recovery agent;
 - g. where applicable, the Early Termination Charge as set out in clause 14.5; and
 - h. all OfficeLink+ Equipment in the possession of the client.
- 8.11. Customer's Equipment and data will not be returned until the fees and charges detailed in 8.10 are fully paid.

9. Variation of Charges & Terms

- 9.1. Sometimes we may need to change the terms of this agreement. We will give you Notice of any changes to this Agreement at least 30 days prior to the date on which those changes are to take effect by providing to you written notice of the variation (a Variation Notice).
- 9.2. If OfficeLink+ gives you a Variation Notice and you do not accept the variation, you must notify OfficeLink+ in writing within 10 Business Days from the date of the Variation Notice. If you fail to do so, you will be deemed to have accepted the variation of Charges and the new Charges and/or terms will take effect from the next billing period after the Variation Notice was given.
- 9.3. If you notify OfficeLink+ that you do not agree to the variation, you and we must discuss the proposed variation in good faith. If no agreement on a variation arises within a further 10 Business Days, either party may terminate the relevant Service upon the giving of a further 20 Business Days notice. For the duration of the further notice period, the Charges and terms applicable immediately preceding the delivery of a Variation Notice will continue to apply.
- 9.4. Our right to change the terms of this Agreement excludes the right to change clauses 9.2 and/or 9.3 without your consent.

- 9.5. At each 12 month anniversary for each service that is still within its Minimum Service Period, OfficeLink+ may, at its absolute discretion, increase the Charge applicable to that service by an amount no greater than the CPI of the preceding 12 months. In this instance a Variation Notice is not required.

10. GST and Other Taxes

- 10.1. The Charges do not include any GST. OfficeLink+ will include on each invoice a separate amount for the GST payable in respect of the Charges in the invoice.
- 10.2. You must pay all taxes (including any goods or services tax or any equivalent thereof), duties, stamp duties, impost, levies or government charges relating to the Service Schedule, the supplied Services, provision of the OfficeLink+ Equipment and, where relevant, the sale of the Purchased Equipment. Should there be an introduction of any new tax, duty, levy or government charge relating to any charges (including Charges) under the Service Schedule, you must pay OfficeLink+ for such taxes, duty, levy or government charges imposed under such relevant legislation.

11. Service Levels and Credits

- 11.1. OfficeLink+ is committed to providing a reliable, high quality network. To back up our commitment, we may offer to you Service Levels on a per Service basis. The Service Level for each service will be set out in the Service Schedule.
- 11.2. Service Levels are measured on a calendar month basis and apply only to the specific Service throughout the Service Term.
- 11.3. The Fault Duration is the elapsed time from when a Service is deemed to be suffering a Fault until the Service is restored, as defined by:
- The Service will be deemed to be suffering a Fault when a Customer Trouble Ticket is opened, provided that OfficeLink+ subsequently accepts the Customer Trouble Ticket.
 - The Service will be deemed to be restored when the status on the Customer Trouble Ticket changes to Resolved.
- 11.4. OfficeLink+ will provide a Credit for a failure to deliver a Service in accordance with a Service Level set out in the Service Schedules and for a failure to respond within the times specified in the same Service Schedule. The Credit will be defined as a percentage of the monthly service charge.
- 11.5. The maximum amount of any rebate for any calendar month cannot exceed 100% of the monthly service charge.
- 11.6. If the Service Start Date for a Service is not the first calendar day of a new calendar month, the maximum amount of any rebate payable by OfficeLink+ will be a pro-rata amount calculated by the number of calendar days during which the Service was supplied to you for that calendar month as a portion of the total number of days in that month.
- 11.7. Unless otherwise set out in a relevant Service Schedule, for the purpose of calculation of any Service Level rebate, a Service is "Unavailable" if:
- there is an outage other than a Planned Outage; and
 - the outage does not result from:
 - a failure or malfunction in relation to the Customer Equipment or power supply at your premises;
 - an act or an omission by you or a person under your direction or control (other than if the act or omission is at the direction of OfficeLink+);
 - the occurrence of a Force Majeure Event; or
 - a requirement, direction, or any other order, issued by a government, statutory or other relevant authority with jurisdiction over the Services.

12. Disputes

- 12.1. Before resorting to external dispute resolution mechanisms, the parties must seek to resolve any dispute in relation to a Service Schedule by referring the matter to the respective chief executive officers of the parties or their nominees.
- 12.2. If the parties cannot resolve the dispute in accordance with clause 12.1 within 60 days, either party may refer the dispute to mediation by the Australian Commercial Disputes Centre (ACDC) for resolution in accordance with the Guidelines for Commercial Mediation of the ACDC.
- 12.3. If you dispute the validity of any Charges in an Invoice then:
- a. You must notify us in writing of the reasons for the dispute within 14 days of the date of that Invoice.
 - b. You must pay the undisputed portion of the Charges in the Invoice by the Due Date of that Invoice.
 - c. We will acknowledge your dispute within 10 Business Days of receiving your notice and will undertake a reasonable level of enquiry in regard to the dispute, including the making of further enquiries with you and any relevant third party provider with which the OfficeLink+ Network interconnects.
 - d. Where possible, we will advise you within 10 Business Days of receiving your notice of dispute of the complexity of the investigation and a timeframe for possible determination.
 - e. We will endeavour to have your dispute resolved within 20 Business Days of receiving your notice of dispute but if that is not possible, we shall keep you informed as to the expected timeframe for finalisation.
 - f. Where a resolution is that the disputed amount is payable to us, you shall pay such amounts within 5 Business Days of receiving notice of our resolution.
 - g. If you disagree with the determination, you will be entitled to engage the dispute resolution mechanisms set out in this agreement.
- 12.4. Nothing in this clause prevents a party from seeking interlocutory relief from a court.

13. Service Suspension

- 13.1. We will be entitled to suspend the provision of a Service to you:
- a. immediately and, because of the urgency of the need, without prior notice, where:
 - i. we are required to undertake the repair, maintenance or service of any part of the OfficeLink+ Network (or an interconnected third party provider is required to undertake such work on its network) to attend to any emergency;
 - ii. it is reasonably required to reduce or prevent fraud or interference within the OfficeLink+ Network;
 - iii. we believe it is necessary to do so to comply with any law or an order, instruction or request of government, the ACA, emergency services or other competent authority;
 - b. if a Force Majeure Event occurs which materially affects our ability to provide the Service;
 - c. upon giving 3 Business Days notice where you are in breach of any clause in this agreement; or
 - d. immediately by notice if you fail to pay an Invoice by the date which is 14 days after the Invoice's Due Date.
- 13.2. Suspension of a Service may continue for as long as the breach continues or until termination of this Service Agreement.

14. Term and Termination

- 14.1. This Service Agreement will commence on the Effective Date and will continue for the Initial Period. After the Initial Period, this Service Agreement may be terminated by either Party giving to the other not less than 90 days written notice.
- 14.2. Each Service Schedule will commence on the Commencement Date. Each Service Schedule will continue until the termination of that Service Schedule by either party giving to the other 30 days notice in writing.
- 14.3. Each Service will commence on the Service Start Date. Where a Service is prevented from commencing on the Service Start Date then:
- If the delay is the fault of OfficeLink+ then the Service will only be billed from the actual date that the Service is available to you; but
 - If the delay is the fault of the Customer then the Service will be billed from the Service Start Date as set-out in the Service Schedule.
- 14.4. If the Service Agreement is terminated under clause 14.1 during the term of a Service Schedule, the terms of the Service Agreement will continue to apply until all the Service Schedules have terminated.
- 14.5. A Service Schedule may stipulate a Minimum Service Period. If a Service Schedule is terminated by you during its Minimum Service Period then, subject to any right of termination set out in a Service Schedule, you will be liable to pay, by way of liquidated damages, the Early Termination Charge in addition to any accrued charges. The Early Termination Charge shall be the total of the amount of Charges that would have applied from the date of the termination up to the expiry of the Minimum Service Period.
- 14.6. Either party may, at its election, terminate this Service Agreement and/or one or more of the Service Schedules immediately by written notice to the other party if:
- a receiver, liquidator, provisional liquidator or administrator is appointed over any of that other party's undertakings or assets and that appointment continues for a period of 5 Business Days, or if that other party enters into any arrangement with any of its creditors or any class of such creditors or if that other party ceases to carry on business;
 - that other party breaches any other provision of this Service Agreement which is capable of remedy and does not rectify that breach within 30 days of receiving written notice from the other party requesting it to do so; or
 - OfficeLink+ fails to meet an agreed Service Level for the same Service for 3 consecutive months.
- 14.7. OfficeLink+ may immediately, by giving notice to you, terminate this Service Agreement or one or more of the Service Schedules if:
- following a suspension of any Service under these agreements, you fail within 14 days of the commencement of the suspension to rectify the breach giving rise to the suspension;
 - we suspend a Service on 3 separate occasions for the same or substantially similar breaches;
 - OfficeLink+ reasonably suspects that you have suspended payment of your debts generally;
 - OfficeLink+ reasonably suspects fraud in respect of, or misuse of, the Service by you or an End User; or
 - a force majeure event which continues for more than 20 Business Days.
- 14.8. Each party must notify the other party immediately if any event referred to in clauses 14.6 or 14.7 occurs or any step towards the occurrence of such event occurs.

15. Effects Of Termination

- 15.1. On termination of this Service Agreement, or one or more Service Schedules:
- your right to use the relevant Service ceases;

- b. if OfficeLink+ requests, you must immediately inform OfficeLink+ of the specific location of any OfficeLink+ Equipment;
- c. you must immediately cease using and return to OfficeLink+ the OfficeLink+ Equipment used in relation to that Service and, if you do not comply, you must, subject to any usual security arrangements, permit, or procure permission for, OfficeLink+ to access the location at which that OfficeLink+ Equipment is situated at any time or times for the purpose of removing that OfficeLink+ Equipment;
- d. if you have not paid to OfficeLink+ the full purchase price for any Purchased Equipment used in relation to that Service, OfficeLink+ may retain, repossess and/or resell that Purchased Equipment and for that purpose we are irrevocably authorised to enter premises in which that Purchased Equipment may be located on the provision of reasonable notice to you.

15.2. Any term of this Service Agreement or a Service Schedule which expressly or by implication is intended to survive termination shall survive termination.

16. Force Majeure

16.1. Neither party will be liable to the other party for any failure to perform or delay in performance of any obligation under a Service Schedule caused by a Force Majeure Event (other than an obligation to pay money). Each party will provide notice of the date of commencement of a Force Majeure Event and the date of cessation of a Force Majeure Event.

17. Liability & Insurance

17.1. You must take out, and maintain during the term of this Service Agreement a valid and enforceable public liability insurance policy that provides coverage of at least \$10 million per occurrence and on request by OfficeLink+ from time to time, immediately provide OfficeLink+ with a certificate of currency in respect of that policy.

17.2. Despite any other provision of this Service Agreement, OfficeLink+ will not be liable to you, or any person claiming through you, in contract, tort, or otherwise (including negligence) for any loss or damage arising from suspension or termination of the Service.

17.3. You agree that no supplier of telecommunications services to OfficeLink+ is liable to you in respect of OfficeLink+ supply to you of the Services.

17.4. You acknowledge that OfficeLink+:

- a. does not warrant that we will be able to supply the Service uninterrupted or fault free; except for any rebate that must be paid as a result of a failure by OfficeLink+ to achieve a Service Level; and
- b. limits our liability for any breach of any such condition or warranty that cannot be excluded at law to the greater (at OfficeLink+ option) of
 - i. if the breach relates to goods: repairing or replacing those goods; or paying the cost of having those goods repaired or replaced; and
 - ii. if the breach relates to services: resupplying those or equivalent services; or paying the cost of having the services resupplied.

18. Confidentiality

18.1. Each party acknowledges that the Confidential Information of the other party is confidential and secret and each party must preserve the confidential and secret nature of the other party's Confidential Information.

18.2. A party must not disclose or copy the other party's Confidential Information (including the terms and conditions of this Service Agreement) for any purpose other than as contemplated by the Service Schedules and this Service Agreement.

- 18.3. A party must not use the name, logo, trademark, registered design, or copyright material of the other party without having first obtained the written consent of the owner of the property to such use.
- 18.4. Neither party will issue a press release, or make any public announcement, concerning the existence of, or any fact arising out of, or connected to, this Service Agreement or the other party without first having obtained the prior written consent of the other party to the terms of such press release or announcement.

19. Notices

- 19.1. For a notice under this Service Agreement to be effective, it must be
- a. in writing;
 - b. addressed to the contact person of the other party; and
 - c. personally delivered, or sent to the address, email address or fax number stipulated for each party in the most recent Service Schedule by:
 - i. prepaid post to the address;
 - ii. by fax to the fax number; or
 - iii. by email to the email address.
- 19.2. A notice given in accordance with clause 19.1 is received:
- a. if left at the recipient's address, on the date of delivery;
 - b. if sent by prepaid post, five days after the date of posting;
 - c. if sent by fax, when the sender's fax system generates a message confirming successful transmission of the total number of pages of the notice; and
 - d. if sent by email, on the date of delivery unless a delivery failure message is generated.

20. Provisioning

- 20.1. Unless specified in a Service Schedule the provision of DSL based services by OfficeLink+ does not include the provision of cabling or equipment beyond the Network Boundary Point at each End-User location. In cases where additional work from the Network Boundary Point is required you agree to take responsibility for ensuring that the work is performed; and:
- a. that Cabling work within the NBPs/MDFs/IDFs, including installation of splitters/filters and the installation of cabling, must be performed by registered cablers (see <http://www.acma.gov.au>);
 - b. that you are responsible for ensuring compliance with all Australian cabling standards and guidelines;
 - c. to the extent permitted by law, OfficeLink+ excludes all liability to you howsoever caused, whether it be in contract, tort (including negligence), statute or at general law, for any loss suffered by the customer in connection with the installation.
- 20.2. OfficeLink+ is only able to provide DSL based services (excluding SHDSL and ADSL2 ULL) if the End User has, and continues to use a Qualified Telephone Line over which Telstra or a reseller of Telstra supplies a Standard Telephone Service. If you or your authorised representative requests a modification to the phone service that results in a disruption or disconnection of the DSL service, you agree to pay OfficeLink+ all associated reconnection fees to re-establish the affected service.
- 20.3. Where OfficeLink+ is required to churn an existing Broadband service from another service provider you acknowledge that the existing service will be disconnected and termination fees or other contractual obligations with the existing service provider may apply.

21. Residential Services

21.1. The following policies apply specifically to OfficeLink+ residential internet services:

- a. OfficeLink+ will provide internet speeds up to the speed agreed in the Service Schedule. Actual speeds may vary during periods of peak activity.
- b. OfficeLink+ may at its discretion shape and/or prioritise internet traffic based on specific internet protocol matching in order to optimize network usage and capacity.
- c. OfficeLink+ residential plans are for domestic use only. OfficeLink+ reserves the right to monitor traffic flows to ensure that residential plans are used as intended. Customers identified to be using residential plans for business use will have the option to migrate to a business plan or terminate their service. OfficeLink+ may at its discretion determine the use of a server on a home plan to be business usage.

22. Other

22.1. Neither party may assign or attempt to assign or otherwise transfer any right or obligation arising out of the Service Schedules without the written consent of the other party (which consent may not be unreasonably withheld or delayed), except that OfficeLink+ may sub-contract the provision of part of the Services at its discretion.

22.2. Nothing in the Service Agreement, Service Schedules or any circumstances associated with it or its performance give rise to any relationship of partnership, employer and employee or principal and agent between OfficeLink+ and you.

22.3. If part or all of any clause of this Service Agreement or a Service Schedule is illegal, invalid or unenforceable it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable or if this is not possible, the affected clause or part will be severed from the Agreement, the remaining provisions of the Agreement will continue to have full force and effect and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.

22.4. A Service Schedule together with the Service Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any prior understanding or agreement between the parties (including any Memorandum of Understanding) and any prior condition, warranty, indemnity or representation imposed, given or made by OfficeLink+.

22.5. This Service Agreement and each Service Schedule is governed by the laws applicable in the Australian Capital Territory and each party irrevocably submits to the nonexclusive jurisdiction of the courts of that territory.

23. GLOSSARY

ACA means the Australian Communications Authority.

Acceptable Use Policy means the OfficeLink+ Acceptable Use Policy available on request as reasonably modified by OfficeLink+ from time to time.

OfficeLink+ means OfficeLink Plus.

OfficeLink+ Equipment means equipment (if any) of OfficeLink+, or of a supplier to OfficeLink+, located on your premises (including premises leased by you or co-location spaces licensed by you) for the provision of a Service, other than Purchased Equipment.

OfficeLink+ Network means the connection to and utilisation of the OfficeLink+ telecommunications network.

Attachment means an attachment to a Service Schedule or this Service Agreement setting out matters relating to the supply of the Service as amended or attached from time to time.

Business Day means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in the location in which the Services are being provided, excluding Saturdays and Sundays.

Business Hours means the hours between 9.00am and 5.00pm AEST on any Business Day.

Charges means the charges for a Service (as set out in a relevant Service Schedule), which are payable by the Customer in accordance with clause 8.

Commencement Date means the date set out in the Service Schedule as the commencement date of the Service Schedule.

Confidential Information of a party means information (including this Service Agreement), know-how, ideas, concepts, pricing and industrial knowledge, in whatever format, of that party, other than information which:

- a. is generally available in the public domain without a breach of confidence or unauthorised disclosure by either party;
- b. is lawfully disclosed by a third party without restriction on disclosure; or
- c. is required by law or the Australian Stock Exchange to be disclosed.

CPI means the All Groups Consumer Price Index (weighted average for the Eight Capital Cities) published quarterly by the Australian Bureau of Statistics. If that index is discontinued or suspended, such other economic index or indicator which in OfficeLink+ reasonable opinion reflects the changes in the cost of living and inflation.

Customer means the customer named as a party to this Service Agreement.

Customer Equipment means all equipment and facilities located on the Customer's premises or provided by the Customer for hosting at OfficeLink+ premises.

Early Termination Charge means the charge calculated in accordance with clause 14.5.

Effective Date means the earlier of the:

- a. date of execution of this Service Agreement if set out on the first page of this Service Agreement; or
- b. the earliest Service Start Date as set out in the signed Service Schedules.

End User means a person who contracts or agrees with the Customer to acquire a telecommunications service from the Customer.

Force Majeure Event means:

- a. fire, flood, earthquake, elements of nature or act of God;
- b. riot, civil disorder, rebellion or revolution; or
- c. other matter outside of the reasonable control of the non-performing party, but in each case only if, and to the extent that, the non-performing party is without fault in respect of the default or delay and the default or delay could not have been prevented by taking steps specifically required under this Service Agreement or a Service Schedule.

GST has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

IDF means Internal Distribution Frame

Initial Period means a period of three (3) years from the Effective Date.

Invoice means an invoice rendered by OfficeLink+ to the Customer which records the Charges payable for the relevant Services.

Invoice Date means the date that an Invoice for the Charges is:

- a. in the case of paper Invoices, printed by OfficeLink+;
- b. in the case of electronic Invoices, sent by OfficeLink+ to the customer by electronic means.

IP Address means an internet protocol address.

MDF means Main Distribution Frame

Minimum Service Period of a Service means the minimum supply period (if any) specified in the Service Schedule from the Service Start Date.

NBP means Network Boundary Point

NOC means a Network Operation Centre operated by OfficeLink+.

Planned Outage means a period of time that OfficeLink+ may interrupt the supply of Services to the Customer other than an interruption which is less than 2 seconds in duration (a Nominal Outage) for routine maintenance or upgrading or other similar processes, after giving the Customer 5 days prior notice, which outage does not exceed the period of time specified in that notice.

POP means a Point of Presence operated by OfficeLink+.

Purchased Equipment means the items of equipment (if any) purchased by the Customer from OfficeLink+.

Service means an information, telecommunications or software service identified in, and to be delivered pursuant to, a Service Schedule.

Service Start Date of a Service means the Service Start Date as set out in the Service Schedule.

Service Level means, where applicable, the reliability and performance standard that applies to the delivery of a Service by OfficeLink+ to the Customer, as set out in, or agreed in accordance with, a Service Schedule.

Service Order Form see Service Schedule.

Service Schedule means a schedule to this Service Agreement which sets out, amongst other matters, the Service description, the Service Start Date, any Minimum Service Period, and the applicable Service Levels (if any). Service Schedule may also be referred to as a Service Order Form.

Telecommunications Act means the Telecommunications Act 1997 (Cth) as amended from time to time.



Term and Service Term means the period between the date on which a Service Schedule is accepted by OfficeLink+ and the termination of the Service.

VoIP means Voice over Internet Protocol.

We, us and our means and refers to OfficeLink+.

You and your means and refers to the Customer.