SERVICE SCHEDULE - CLOUD PLUS DATA ACCESS

The following terms apply to Data Access Services provided by Cloud Plus Pty Ltd (“**Cloud Plus**”) to the Client and form part of and are incorporated into the General Terms between Cloud Plus and the Client (the “**Agreement**”).

Terms which have a defined meaning in the Agreement shall have a corresponding meaning in this Service Schedule.

SERVICE DESCRIPTION

**Cloud Plus Data Access** is a service for the transmission of data across the Cloud Plus MPLS network. The Client can select from a variety of network access technologies, including ADSL2+, Ethernet over Copper, Ethernet over Wireless, Ethernet over Fibre and Dark Fibre depending on the nature of the Client’s requirement and the access technology options that are available at a given site. In some cases, the Client may have the option to select from two or more last-mile carriers for a given network access technology. Access services can be deployed as part of an MPLS VPN and/or to provide Internet access. Depending upon the characteristics of the selected access technology and the speed of a given service Cloud Plus Data Access has the capability to support a wide range of intranet, extranet and Internet applications and protocols.

**Cloud Plus Access Bonding** is an option that can be employed to enable multiple access services of the same speed and technology to be bonded together to provide a higher speed of service. It may also serve to increase the reliability of the Service as multiple individual services would need to fail in order to cause a complete outage. Cloud Plus Access Bonding may offer the Client an upgrade path where other options are not available and/or are commercially prohibitive. Cloud Plus Access Bonding is available only where Cloud Plus supplies and manages the customer equipment associated with that service.

**Cloud Plus Access Protection** is an option that can be employed to enable automated failover between multiple access services so as to increase network reliability. Typically, services of a different access technology and/or delivered via a different last-mile carrier will be used when employing Cloud Plus Access Protection as this provides greater diversity so as to maximise overall network availability. This is strongly recommended for key sites and/or sites that are highly reliant on network access (e.g. where staff at a given site use thin-client terminals for access to a hosted desktop). Cloud Plus Access Protection is available only where Cloud Plus supplies and manages the customer equipment associated with that service.

# PRICING

Pricing for the Service and other charges under the Agreement shall be as notified by Cloud Plus (for example, in its proposal to the Client) and as otherwise notified or varied by Cloud Plus in accordance with the General Terms.

# ADDITIONAL TERMS

1. 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 Cloud Plus’ 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 Cloud Plus; and “**Denial-of-service attack**” includes behaviour of the Client that results in disruption of Cloud Plus’ 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.
2. Whilst Cloud Plus may provide general information regarding options available to the Client for last-mile access, such information is not advice and is provided on an “as is” basis. Notwithstanding any communications between the parties, it is the responsibility of the Client to select the last-mile access service (technology, last-mile carrier and speed of access) that is most appropriate to its needs and the Client warrants to Cloud Plus that it has conducted all investigations and made all necessary inquiries in order to satisfy this requirement.
3. Cloud Plus 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.
4. The Service may be subject to an SLA provided or published by Cloud Plus from time to time. Subject to the Agreement, Cloud Plus may vary any such SLA as required by providing the Client with at least 30 days’ notice.
5. The Client acknowledges and warrants to Cloud Plus that the Client is not acquiring any goods or service from Cloud Plus under the Agreement wholly or predominantly for personal, domestic or household use or consumption.
6. The Client agrees to use the Service only in accordance with any Acceptable Use Policy provided or published by Cloud Plus from time to time. Cloud Plus may vary any such Acceptable Use Policy by providing the Client with at least 30 days’ notice.
7. The Client shall be responsible for backup and storage of the Client’s software including without limitation data.
8. The Client must ensure that its use of the Service and all data transmitted via the Service (whether by the Client or another person):
	1. is free from computer viruses, trojans, worms, hacking tools and other harmful components;
	2. does not infringe the intellectual property rights of any person;
	3. complies with the terms of the Agreement;
	4. does not defame any person; and
	5. 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).
9. Cloud Plus will not be liable for any activity associated with the use of the Service and the Client warrants that it will fully indemnify and hold harmless Cloud Plus, its employees, contractors and suppliers in relating to any such matters (including the matters referred to in clause 7 above). Cloud Plus 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.
10. Cloud Plus 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 Cloud Plus will use its best endeavours to avoid any unnecessary disruption to the Client as result of such a change.
11. Cloud Plus 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 Cloud Plus 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.
12. Emergency maintenance and scheduled maintenance in relation to the Service may be required from time to time. Should this be necessary, Cloud Plus 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.
13. Charges may include establishment, monthly recurring (which may be invoiced in advance), usage-based and other associated charges (including hardware, software and professional services).
14. Charges shall commence from the time Cloud Plus makes the Service available to the Client, whether or not the Client is ready to make use of the Service at that time.
15. 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.
16. 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 Cloud Plus 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 Cloud Plus in relation to any claim relating to the matters referred to in this paragraph.
17. Without limiting clause 10 above (and without making any warranty or representation), Cloud Plus recommends that the Client use a firewall and other security technologies in conjunction with the Service. Cloud Plus may agree to assist the Client in this regard, as an additional service and subject to Cloud Plus’ then current rates.
18. In the event that the Service allows for the assignment of a public IP address block and the Client requires a block greater than a /30 (2 usable IP addresses), the Client will need to provide justification for its requirements in accordance with APNIC policy. This will result in an additional monthly fee.
19. Cloud Plus may impose additional fees and charges (both once off and recurring) if the Client changes the site at which the Service is installed (for example, if the Client relocates from a CBD/Metro area to a Regional area). This may also result in service disruption. Cloud Plus does not guarantee the ability to provide the Service to an alternative site. However, it will make best endeavours to deliver the Service where appropriate access options are available.
20. Where the Service is being used to deliver Internet access with usage-based pricing Cloud Plus will charge an excess usage fee for downstream usage that exceeds the included usage associated with the service. Cloud Plus will not charge an excess usage fee for upstream usage unless upstream usage exceeds ten times the included downstream usage, however should this occur Cloud Plus 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 Cloud Plus for support. Should the Client request after-hours support and the fault be found not to be related to the Service, Cloud Plus may impose a professional service fee at Cloud Plus’ then current rates.
22. Nothing in this Schedule limits any limitation, exclusion or indemnity contained in the General Terms.
23. If the initial term for the Service is specified in the application forms it will be as specified. Where not specified in the application forms the initial term for the Service will be 36 months. The Agreement shall automatically renew for successive 12-month periods thereafter, provided either party may terminate the Agreement at the end of the then current term by notifying the other party in writing at least 60 days prior to the end of the then current term.