

TELARUS IP DATA (BUSINESS) – SERVICE SCHEDULE

SERVICE DESCRIPTION

The Telarus IP Data Service is a service for the transmission of data across an IP network. It offers a number of network access services packaged with managed virtual private network (VPN) and/or 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 intranet, extranet and Internet applications and protocols. These may include Microsoft networks using NetBIOS over IP (including Microsoft file and print sharing and Microsoft Exchange), 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).

The Service may be delivered via a range of different access mediums, details (including pricing) of which can be obtained from Telarus upon request. Access may or not be provided based upon the service type selected (e.g. with dial-up modem and ISDN Internet services the Customer is required to provide their own access).

PRICING

Pricing for the Service and other charges under the Agreement shall be as notified by Telarus (for example, in its proposal to the Customer) and as otherwise notified or varied by Telarus 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 Customer's account and password details; (b) deliberately or recklessly disrupting Telarus' 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 customers or any network; (g) using the Service to obtain unauthorized access to any network; or (h) as otherwise reasonably determined by Telarus; and "**Denial-of-service attack**" includes behaviour of the Customer that results in disruption of Telarus' 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. Telarus may provide the Customer with a unique login identification code, password, telephone number and other login information required to enable connection to the Service. The Customer must not use such information for multiple concurrent logins and must ensure that such information is not disclosed to any unauthorized person.
3. The Customer agrees to use the Service only in accordance with any acceptable use policy provided or published by Telarus from time to time.
4. The Customer shall be responsible for backup and storage of the Customer's software including without limitation data.
5. In the case of dial-up modem and ISDN services, the Customer is responsible for paying for all costs relating to communications connection and usage charges (including without limitation line rental, call charges and any associated charges), modems, hardware and software and other devices necessary to access the Service. The Customer acknowledges that the carriage service used to connect the Customer's premises to the Service is not part of the Service.
6. Telarus reserves the right to vary or substitute the Service with a suitable alternative for technical, operational or commercial reasons.
7. Telarus will use reasonable endeavours to make the Service available to the Customer 24 hours a day, 7 days a week. However, the Customer acknowledges that the Service may be unavailable at times, due to various factors including but not limited to system maintenance, peak congestion, Service Equipment or line failure. The Customer further acknowledges that Telarus does not guarantee the speed, performance or quality of the Service. References to speeds are maximum theoretical speeds and may not reflect actual performance.
8. Charges may include establishment, monthly recurring (which may be invoiced in advance), usage-based and other associated charges (including systems integration, hardware and software).
9. Charges shall commence from the time Telarus makes the Service available to the Customer, whether or not the Customer is ready to make use of the Service at that time.
10. If a data allowance is not used within the period for which it is provided, it does not roll-over into a subsequent period.
11. The Customer acknowledges that servers connected to a network, and particularly those connected to the internet, are subject to security threats. The Customer agrees that Telarus 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 data or electronic mail transfer via or held on the servers used to provide any Services or on Customer systems. The Customer must fully indemnify and defend Telarus in relation to any claim relating to the matters referred to in this paragraph.
12. Without limiting clause 10 above (and without making any warranty or representation), Telarus recommends that the Customer use a firewall with the Service. Telarus may agree to assist the Customer in this regard, as an additional service and subject to Telarus' then current rates.

13. In the event that the Service allows for the assignment of a public IP address block and the Customer requires a block greater than a /30 (2 usable IP addresses), the Customer will need to provide justification for its requirements in accordance with APNIC policy.
14. Telarus may impose additional fees and charges (both once off and recurring) if the Customer changes the site at which the Service is installed (for example, if the Customer goes from CBD/metro to regional). This may also result in service disruption. Telarus does not guarantee the ability to provide the Service to an alternative site. However, it will offer the Service where available.
15. Charges for the Service shall relate only to the provision of downstream (not upstream) bandwidth.
16. The Customer shall use its best efforts to identify whether a fault is related to the Service or is within the Customer's own network prior to contacting Telarus for support. Should the Customer request after-hours support and the fault be found not to be related to the Service, Telarus may impose an additional charge.
17. Nothing in this Schedule limits any limitation, exclusion or indemnity contained in the General Terms.
18. The initial term for the Service will be 24 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.