

Co-Location Terms and Conditions

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BACKGROUND

- A 5G Networks Limited (ASX:5GN) and companies in the 5GN Group supply a range of Services and Hardware to Customers, including the supply of Co-Location Services and related services.
- B These terms and conditions apply to the supply of Co-Location Services and related goods and/or services to a Customer and, along with the applicable Specifications and the General Terms constitute the Co-Location Agreement that governs the supply of goods and/or services to the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the contrary intention appears:

- (a) **5G** means 5G Networks Operations Pty Ltd ABN 80 620 305 393 and where relevant another entity in the 5GN Group.
- (b) **5G Networks Limited** means 5G Networks Limited ACN 163 312 025.
- (c) **Activation Charges** means the activation charges specified in the Co-Location Agreement.
- (d) **Additional Services** means any services ordered by a Customer in accordance with clause 3.2.
- (e) **Authorised Person** means a person who is authorised by the Customer in accordance with the Co-Location Agreement to access the Facility for and on behalf of the Customer.
- (f) **Authorised Persons List** means a list that is maintained by the Customer and given to 5G which contains the names and contact details of Authorised Persons.
- (g) **Co-Location Agreement** means the Co-Location Agreement entered into between 5G and the Customer (and includes any variation including a variation resulting from an agreement to supply Additional Services).
- (h) **Co-Location Space** means space in a Facility provided by 5G to a Customer, the details of which are specified in the Co-Location Agreement. That space can be altered by 5G from time to time under clause 4.4.
- (i) **Co-Location Services** means the services referred to in clause 3.1.
- (j) **Commencement Date** means the Commencement Date specified in the Co-Location Agreement.
- (k) **Common Areas** means all parts of a Facility from time to time provided for the common use of more than one of the occupiers of the Facility and their visitors including areas earmarked for vehicular and pedestrian access, common passages, stairways, lifts, escalators, loading bays, fire escapes, toilet facilities and storage areas.
- (l) **Consumables** means supply items such as film, toner, developer, optical exposure lamps, glassware, paper, ribbons, fuser, consumable kits, hammer springs, copper patch and fibre leads, cable management, power cables, tape media, patch panels, cable pass thru adapters or accessories and similar items that may be used in connection with the Customer Equipment.
- (m) **Cross Connects** means the services provided by 5G under clause 9 .
- (n) **Customer** means the person or entity named in the Co-Location Agreement as the customer.
- (o) **Customer Equipment** means equipment and Systems owned or operated by the Customer which are necessary for the supply of Services to the Customer.
- (p) **Customer Representative** means the person specified in the Order Form or otherwise notified to 5G by the Customer as the Customer Representative in accordance with the Co-Location Agreement from time to time.
- (q) **Customer Systems** means Systems owned or operated by the Customer.
- (r) **Expiry Date** means the day which is the last day of the Term of the Co-Location Agreement.

- (s) **Facility** means the building or facility where the 5G data centre is located as specified in the Co-Location Agreement.
- (t) **Facility Rules** means the rules, regulations, policies and procedures relating to the Facility, access to the Facility and its use, as notified by 5G from time to time.
- (u) **General Terms** means the general terms and conditions of 5G which are available at www.5gnetworks.com.au under "Policies & Terms".
- (v) **Maximum Inclusive Power Draw** means the maximum inclusive power draw specified in the Co-Location Agreement.
- (w) **Order Form** means a document by which a Customer requests 5G to supply Co-Location Services and includes a quote or Proposal given to a Customer by 5G and accepted by the Customer. In either case the document will give rise to a Co-Location Agreement. It includes any supplementary order form agreed between the parties from time to time.
- (x) **Planned Outage Period** means a period during which 5G may carry out work on the Facility, its networks or systems.
- (y) **Proposal** means a proposal by 5G to supply Co-Location Services.
- (z) **Rack** and **Standard Rack** means a standard co-location rack supplied by 5G to the Customer at the Facility, the specifications of which are set out in the Co-Location Agreement or published by 5G from time to time.
- (aa) **Recurring Service Fees** means the Fees specified in the Co-Location Agreement that are payable on an ongoing basis during the Term of the Co-Location Agreement.
- (bb) **Remote Hands Service** means the services supplied by 5G under clause 8.
- (cc) **Services** means Co-Location Services and Additional Services.
- (dd) **Specifications** means the specifications of the Goods and / or Services to be supplied by 5G to the Customer under the Co-Location Agreement including quantities, pricing and the Term of the Co-Location Agreement, whether or not contained in a Quote or Proposal.
- (ee) **Standard Charge out Rate** means the hourly rates of 5G, as published from time to time, for supplying services to a Customer.
- (ff) **Supply Agreement** means the Co-Location Agreement when referring to the General Terms.
- (gg) **Systems** includes telecommunications systems, computer systems, networks, computer programs and databases, and the tangible media on which they are recorded and their supporting documentation.
- (hh) **Term** means the term specified in the Co-Location Agreement.

1.2 Application of the General Terms

Expressions defined in the General Terms shall have the same meaning when used in this document. This document is to be interpreted in the way provided for in the General Terms.

1.3 Changes to these Terms

5G may, at any time, change or modify these terms and conditions stated in this document and the changes will be effective when 5G notifies a Customer about the change. The Customer will be deemed to have accepted any changed or additional terms if the Customer continues to use the Services after such changes to the General Terms are posted to our website. The Customer should review these Terms from time to time to ensure that they are kept updated on any changes.

2. CO-LOCATION AGREEMENT

2.1 Supply of Services

5G agrees to supply Co-Location Services, Additional Services and related goods and/or services to the Customer in accordance with the Co-Location Agreement. The terms and conditions under which 5G will supply, and the Customer will acquire, those goods and/or services are set out in the Co-Location Agreement, to the exclusion of all other contracts, arrangements or understandings.

2.2 Structure and overview

The terms and conditions of the Co-Location Agreement are set out in the following documents:

- (a) the Specifications;
- (b) Order Form or other documents giving rise to the Co-Location Agreement;
- (c) these Co-Location terms and conditions; and
- (d) the General Terms.

2.3 Order of precedence

The order of precedence of the documents making up the Co-Location Agreement is as set out in clause 2.2. Unless the contrary intention appears from the relevant document then, in the event of any inconsistency or conflict, the document higher in the list will prevail and the conflicting provision in the document lower in the list will be read down or severed, to the extent necessary to resolve the conflict.

2.4 Commencement and Term

The Term of the Co-Location Agreement commences on the Commencement Date and continues until the earlier of the Expiry Date or the date the Co-Location Agreement is terminated. 5G and the Customer may vary or extend the Term of the Co-Location Agreement at any time by agreement in writing.

2.5 Extension of Term for the supply of Services

Unless specified otherwise in the Co-Location Agreement or agreed in writing not less than 30 days before the end of the Term or any extension of the Term (**Further Term**) either party may give notice to the other party stating it will not renew the Term. If neither party gives such a notice the Term will automatically be renewed for a Further Term of 12 months. The Customer may terminate the Further Term of the Co-Location Agreement, as so extended, at any time by giving 5G not less than 6 months' notice of termination.

3. CO-LOCATION SERVICES

3.1 Supply of Co-Location Services

5G will supply Co-Location Services, which comprise:

- (a) the supply of Co-Location Space in accordance with clause 4;
- (b) allowing access to the Co-Location Space at the Facility in accordance clause 5;
- (c) the supply of power in accordance with clause 6;
- (d) the supply of a data centre environment in accordance with clause 7;
- (e) the supply of Remote Hand services under clause 8;
- (f) the supply of Cross Connect services under clause 9;
- (g) the supply of a Service Management Centre under clause 10; and
- (h) maintenance of physical security measures at the Facility in accordance with clause 11.

3.2 Additional Services

The Customer may request and 5G may agree to supply Additional Services. Additional Service, if any, provided by 5G will be charged to the Customer in accordance with the rate specified in the Order Form or other document by which the Customer requests for Additional Services.

3.3 Other services

5G is not obliged to supply any services not comprising Co-Location Services or agreed Additional Services. Without limiting the foregoing, the Customer is solely responsible to maintain a procedure to back up and restore its own data.

4. CO-LOCATION SPACE

4.1 Licence to access and use the Co-Location Space

5G grants to the Customer a limited and non-exclusive licence to access and use the Co-Location Space in accordance with the Co-Location Agreement. The Customer's rights of access and use do not constitute a lease or sublease of property. The Customer acknowledges and agrees that 5G has not granted the Customer any real property interest in the Facility or Co-Location Space and it has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulation or ordinances. The Customer may use the space provided at the Facility only for the purposes of maintaining and operating the Customer Equipment as necessary to support local access communications facilities and links to third parties.

4.2 Non standard racks

5G may charge the Customer an additional Fee for Customer Equipment that does not comply with the specifications for a Standard Rack. Racks or floor space exceeding the maximum subscribed power draw will be charged at the next highest rate.

4.3 Maintenance of Co-Location Space and Customer Equipment

The Customer must keep and maintain the Co-Location Space clean, tidy and safe at all times, and in good and substantial repair and condition. The Customer must maintain all Customer Equipment in good working order.

4.4 Change to Co-Location Space and relocation of Customer Equipment

5G may change the Co-Location Space and require the Customer to relocate the Customer Equipment to an alternative Co-Location Space within the Facility provided the site of relocation shall afford comparable environmental conditions for the Customer Equipment and comparable accessibility to the Customer Equipment. If 5G requires the Customer to relocate Customer Equipment, all costs relating to relocation of the Customer Equipment shall be borne by 5G.

5. ACCESS TO THE FACILITY

5.1 Access by the Customer

5G will provide Authorised Persons with access to the Customer Equipment and to Common Areas within the Facility. The Racks provided under the Co-Location Agreement will be dedicated to the sole use of a Customer however the Customer acknowledges and agrees that they are located in a shared environment with equipment of other customers of 5G.

5.2 Authorised Persons

The Customer must provide an Authorised Persons List and any changes to an Authorised Persons List to 5G as soon as reasonably practicable. The Authorised Persons List must include names and contact details (email and phone) of the Authorised Persons. The Customer must ensure that the Authorised Persons List held by 5G is current and up-to-date at all times.

5.3 Access by other persons

Customer staff or suppliers engaged directly by the Customer that are not on the Authorised Persons List that require access must be authorised for access by 5G. Except in an emergency, the Customer must give 5G with a minimum of 24 hours' notice that access is required by a person that is not an Authorised Person. 5G will endeavour to provide access as soon as reasonably practicable.

5.4 Refusal of entry

5G may refuse entry to any person who is not an Authorised Person or who does not comply with the Facility Rules. 5G may also refuse entry to any person whose admission or presence is or would be, in the reasonable opinion of 5G, detrimental to the security of the Facility.

5.5 Access cards

The Customer must ensure that access cards are only held by Authorised Persons. Access cards remain the property of 5G at all times. The Customer must return all access cards to 5G at the end of the Term. The Customer must notify 5G immediately upon becoming aware of a lost or stolen Access Card and must pay 5G's fees for replacement of the Access Card.

5.6 Compliance with Facility Rules

The Customer must comply with the Facility Rules and ensure that its Personnel, its Authorised Persons and all other persons provided with access at the request of the Customer comply at all times with the Facility Rules. 5G may make changes to the Facility Rules from time to time as it, in its absolute discretion, deems necessary.

5.7 Access by 5G

5G and its Representatives may access the Customer's Racks for any purpose including to:

- (a) inspect and record the condition of the Co-Location Space or any other parts of the Facility;
- (b) remedy any breach of the Customer's obligations under the Co-Location Agreement;
- (c) repair, maintain, clean, alter or rebuild any part of the Facility;
- (d) independently inspect the power configuration; and
- (e) comply with its obligations under Co-Location Agreement.

The Customer must not restrict a 5G Personnel to access the Facility or Customer Equipment at any time.

6. POWER SUPPLY

6.1 Power supply

5G will supply uninterrupted power to all low voltage panels designated by 5G to serve the Co-Location Space by way of an uninterrupted power supply system with back-up diesel generators. The Customer may connect into the power distribution unit designated by 5G to serve the Co-Location Space for the purposes only of the provision of an electrical power supply to the Customer Equipment.

6.2 Compliance with technical and installation standards

The Customer must comply with 5G's technical and installation standards in respect of the Facility and 5G's electrical power management procedures and method statements on cable management and cable installation procedures each as set out in the Facility Rules to ensure that (without limitation):

- (a) no installation of, or modification, alteration or addition to, the Customer Equipment would result in increase to the floor loading or environmental conditions of the Customer Equipment above the levels specified by 5G's technical and installation standards in respect of the Facility;
- (b) the power draw by the Customer Equipment does not exceed the Maximum Inclusive Power Draw;
- (c) the power draw by the Customer Equipment does not exceed the Maximum Inclusive Power Draw provided that the Customer shall be permitted to exceed the Maximum Inclusive Power Draw where:
 - (i) 5G's technical and installation standards in respect of the Facility (including, without limitation, the cooling system and the ventilation installations for the provision of fresh and conditioned air) are not in 5G's opinion prejudiced;
 - (ii) the Customer has submitted to 5G details of the Customer Equipment and its proposed configuration for the approval of 5G (at the cost of the Customer equivalent); and
 - (iii) the Customer has first obtained the consent of 5G to the Maximum Inclusive Power Draw being exceeded (such consent not to be unreasonably withheld) provided that 5G shall be entitled at any time thereafter to withdraw such consent where (in its opinion) 5G's technical and installation standards in respect of the Facility are likely to be prejudiced.

6.3 Electricity charges

5G will charge a Recurring Service Fee for electricity usage for the Customer Equipment up to the maximum kW per Rack set out in the Specifications.

5G will check electricity usage monthly and any increase in power draw over the total power draw allowance will be charged at the additional 1 kW set out in the Specifications for the remainder of the Term. This charge is applicable per Rack. Any power draw will be rounded up to the next whole kW drawn.

6.4 Additional power

The Customer must provide 5G with at least 2 months' written notice if it requires power draw greater than 5 kW in a Rack. 5G will use reasonable endeavours to supply additional power but is not obliged to do so.

6.5 Dual power and cross-feeding

If 5G has provided the capability for dual power from two separate distribution paths, it is the Customer's responsibility to ensure that the Customer's Equipment is configured to take advantage of this power redundancy. If there is a loss of power supply to a single distribution path, it will not constitute a power failure or breach of any power availability service level. The Customer shall not engage in cross feeding of power. Cross feeding means the unauthorised connection of a power circuit to a cabinet, other than the cabinet specified by 5G for such use.

6.6 Electricity price increases

If the electricity costs incurred by 5G increase, 5G may increase the Service Fees by giving no less than 30 days' notice to the Customer.

7. ENVIRONMENT

During the Term of the Co-Location Agreement, except during the Planned Outage Period, 5G will ensure that the temperature and humidity in the Co-Location Space are maintained at appropriate levels.

8. REMOTE HANDS SERVICE

8.1 Supply of Remote Hands Service

5G may supply on-site technicians who will be available to provide services for the Customer Equipment including:

- (a) Power Cycling: Power cycling on servers, routers and switches; Plug/unplug of hot swappable network and peripheral cards;
- (b) Cabling and Connections: Plug/unplug and removal of inter-patch cable(s); Extend ad-hoc patch cables from patch panel to equipment within the Co-Location Space; Labelling and re-labelling of installed cable(s);
- (c) Inspection: Visual check on Customer Equipment; Take digital photos of installed Customer Equipment;
- (d) Tape Change: Ad-hoc/routine tape change;
- (e) Equipment Installation: Equipment installation/Rack-and-stack;
- (f) Report Generation: Access logs and snapshots of CCTV footages; Customized monthly report;
- (g) Miscellaneous: Cable patch within continuous racks with testing; Move equipment within space and cabinets; Pre-wiring of patch panels and equipment; Test carrier circuit with Customer provided tester; Storage; Other items as requested by 5G from time to time.

8.2 Fees

5G will charge fees for the Remote Hands Service by reference to the time taken by 5G Personnel. Rate will be the rate specified in the Co-Location Agreement published by 5G from time to time.

9. CROSS CONNECTS

9.1 Exiting Cross Connects

5G will maintain and support the existing Cross Connects.

9.2 New Cross Connects

If requested by the Customer, 5G will install, commission, test and maintain new Cross Connects (**New Cross Connects**) in accordance with the fees specified in the Co-Location Agreement, and if no fees is specified a fees that is agreed between the parties.

9.3 Fees

Fees for Cross Connects will be as specified in the Co-Location Agreement or as published by 5G from time to time.

10. SERVICE MANAGEMENT CENTRE

During Business Hours, 5G will make available a Service Management Centre to enable:

- (a) 5G to respond to requests made by a Customer to the Service Management Centre; and
- (b) 5G to respond to technical and user questions pertaining to Co-Location Services.

When making a request, the Customer must provide any information relating to that request reasonably requested by 5G.

11. SECURITY

11.1 Security measures

5G will maintain reasonable physical security measures at the Facility including alarms connected to 5G's security control centre, CCTVs and proximity cards for access to the Facility.

11.2 Fire alarms

5G will maintain a fire alarm system at the Facility comprising heat and smoke detectors and an automatic gas extinguishing subsystem.

12. PROVISIONING, INSTALLATION AND REMOVAL OF CUSTOMER EQUIPMENT

12.1 Provisioning and installation

5G is not obliged to commence provisioning and installation until the Customer has paid the Activation Charges. 5G will commence the supply of goods and/or services on the later of the date specified for activation in the Co-Location Agreement and the date 5G is able to commence the supply of Services. 5G is not liable for any loss arising from delays in provisioning and installation. The Customer must take all reasonable steps to assist with the provisioning.

5G is not required to transition Customer Equipment to the Facility or to install Customer Equipment at the Facility, unless the Customer has engaged 5G to provide such services. It is the Customer's sole responsibility to assess its own computer, security and telecommunications needs and the functionality of the Customer Equipment. 5G has no responsibility for the performance or security of applications installed on the Customer Equipment.

12.2 Connection to 5G Systems

The Customer is responsible for the installation of any Customer Equipment and connections to 5G Systems necessary for 5G to supply the Services. The Customer must ensure that Customer Equipment does not have a detrimental effect on 5G Systems and complies with all applicable Laws. 5G may, without liability, immediately disconnect all or any of the Customer Equipment if 5G reasonably considers that the Customer Equipment may:

- (a) cause death or personal injury;
- (b) cause damage to the property of 5G or another person; or
- (c) materially impair the operation of 5G Systems,

provided that, where and to the extent that it is reasonable for 5G to do so, 5G will notify the Customer before disconnection. Where Customer Equipment is located at a place under the control of the Customer, the Customer must promptly comply with a written request from 5G to disconnect Customer Equipment in accordance with this clause.

12.3 Activation Charges

5G will not commence provisioning and installation unless and until it has received payment in full of all Activation Charges.

12.4 Alterations to Co-Location Space

The Customer must not make:

- (a) any structural alteration or additions to the Co-Location Space; or
- (b) any non-structural alteration or addition to the Co-Location Space without the prior written consent of 5G (such consent not to be unreasonably withheld) and then only by appointing 5G to supervise the alteration or addition.

12.5 Removal of Customer Equipment at the end of the Term

No later than seven (7) days after the Expiry Date, the Customer must remove all Customer Equipment from the Facility, uninstall any services fed to the Rack including carrier services, cabling and installed infrastructure. If the Customer does not comply with this clause, 5G may remove the Customer Equipment or remaining services from the Facility and deliver it to the Customer's last known address. The Customer shall pay all reasonable costs incurred by 5G to remove the Customer Equipment and connected services.

12.6 Make good

The Customer must restore the Co-Location Space to its original condition at the end of the Term.

13. STANDARDS OF SUPPLY

13.1 Supply to the Customer

5G agrees to supply goods and/or services to the Customer in accordance with the Co-Location Agreement and:

- (a) in a timely, efficient, proper and workmanlike manner, using reasonable care, skill and diligence;
- (b) using suitably skilled and experienced Personnel; and
- (c) in compliance with any Laws applicable to the supply of the goods and/or services.

13.2 Planned outages

5G may declare Planned Outage Periods from time to time for any purposes, including:

- (a) installation of infrastructure; or
- (b) maintenance requirements on the Facility networks or systems; or
- (c) software or infrastructure upgrades.

5G will use its best endeavours to give the Customer at least 14 days' notice of any Planned Outage Periods and the length of any Planned Outage Periods.

13.3 Limitations on service obligations

5G will not be in breach of the Co-Location Agreement as a result of any failure or interruption of any of the Services:

- (a) resulting from circumstances beyond 5G's reasonable control, so long as 5G uses its reasonable endeavours to remedy the same as soon as reasonably practicable after becoming aware of such circumstances; or
- (b) to the extent that the Services (or any of them) cannot reasonably be provided as a result of works of inspection, maintenance and repair or other works being carried out at the Facility; or
- (c) resulting from a breach of the obligations of the Customer.

5G does not warrant or undertake that the Services will cause the Customer Equipment to operate without fault or interruption. 5G shall be entitled to suspend the provision of Services in the event that the Customer's operations at the Co-Location Space or from the Customer Equipment are unlawful or illegal.

13.4 Limitations on 5G representations and warranties

Except as specified otherwise in the Co-Location Agreement, 5G will supply goods and/or services on an "as is" basis and 5G does not represent or warrant that they will be error, defect or "bug" free, free from interruption or intrusion, continuously available, accurate or secure, or suitable for the Customer's business objectives or other purposes.

13.5 Limitation of 5G responsibility

Except as specified otherwise in the Co-Location Agreement, 5G will not be responsible or liable for:

- (a) the development, functionality or performance of the Customer Applications, or the compatibility and interoperability of the Services with the Customer Applications or the Customer Systems;
- (b) without limiting the generality of clause (a), any Customer Application-related issues of which 5G was not aware, or could not reasonably have been expected to be aware, at the time 5G and the Customer entered into the Co-Location Agreement;
- (c) the content, operation, maintenance, backing-up, security and use of the Customer Applications or the Customer Content, except as specified otherwise in the Supply Agreement;
- (d) monitoring any Customer or End User activity;
- (e) exercising editorial control over the Customer Content and/or Customer Applications;
- (f) any claims or legal issues related to or arising from Customer Applications or Customer Content;
- (g) defects or errors resulting from any modifications or enhancements to the Customer Applications or Customer Content not made by 5G or made without 5G's prior written consent, or resulting from incorrect use of the Customer Applications or Customer Content by the Customer;
- (h) malfunctions arising due to the incorrect use of the Customer Applications or Customer Content, or for any reason external to the Services supplied by 5G including, but not limited to, a failure or fluctuation of electrical supplies, hardware failures, accidents, or natural disasters;
- (i) the acts and omissions of the Customer and/or End Users including any failure by the Customer or End Users to comply with clause 14;
- (j) any losses, costs or liabilities incurred by the Customer and/or an End User by using the Customer Applications or Customer Content inappropriately or outside the scope of Services;
- (k) maintaining the currency of, and ensuring the Customer's ongoing compliance with, any third-party software licences, maintenance contracts and other agreements;
- (l) any interrupted availability or degraded performance of Customer Applications or Customer Content attributable to the Customer:
 - (i) failing to adopt 5G's recommendations for changes or upgrades reasonably required to the Services due to material changes in the Customer's requirements (for example because of increased traffic, usage or capacity requirements); or
 - (ii) using unsupported or out-of-date software;
- (m) providing support to End Users, except as specified otherwise in the Scope of Services; or
- (n) the Customer's compliance with applicable Laws, including the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth).

13.6 Customer responsibility

The Customer must take and accepts full responsibility for the items or matters referred to in clause 13.5.

13.7 Management Tools

The Customer acknowledges that tools made available by 5G from time to time (**Management Tools**) provide the Customer with a high degree of control over the configuration and management of the Services.

The Customer agrees that it is solely responsible and liable for any and all consequences that result from the Customer's or any End User's use of the Management Tools, including any disruption to, or failure or degradation of, the Services or any Customer Applications, any corruption or loss of Customer Content, and any other losses, damages, costs or expenses suffered or incurred as a result of any acts or omissions of the Customer or any End User in the course of using the Management Tools.

The Customer agrees that it is liable for and will pay to 5G any additional fees or charges levied by 5G for any steps taken to remedy any faults or damage caused by the Customer's or any End User's use of the Management Tools.

13.8 Internet and security

The Customer acknowledges and agrees that the Internet and activities conducted online are, by their nature, not secure. Except as provided otherwise in the Supply Agreement, the Customer is responsible for providing all necessary security and privacy features and procedures to protect its Systems and End Users.

13.9 High risk situations

The Customer must not use the Services in a high risk situation or for high risk purposes, including situations where failure or fault of the Services could harm or threaten the life, health or safety of any individual, or public health or safety.

14. CUSTOMER OBLIGATIONS

14.1 Assistance with provisioning

The Customer must take all reasonable steps to assist with provisioning including:

- (a) ensuring that it is possible and safe for 5G Personnel to obtain necessary access to a Site;
- (b) ensuring that relevant and appropriately authorised Customer Personnel are available to give 5G Personnel timely guidance and instructions;
- (c) ensuring that Customer Equipment is ready at the appropriate times; and
- (d) following 5G's reasonable instructions in connection with making any modifications to Customer Equipment reasonably necessary to enable 5G to supply the goods and/or service.

14.2 Safeguards and security

- (a) The Customer must maintain adequate operational and technical safeguards and security procedures in relation to the Customer's and End Users' use of the Services, Customer Applications and Customer Content, and must comply with any technical documentation, user manuals or other documentation provided by 5G in relation to the Services.
- (b) The Customer must ensure that all Customer Content and Customer Applications is encrypted at rest and in transit in accordance with 5G's encryption standards and that any laptop or tablet used to access, store or process Customer Content or End User's data has end point encryption installed.
- (c) The Customer must have in place appropriate software, systems and processes that are designed to detect and prevent loss of Customer Content and the data of End Users.

14.3 Compliance

The Customer must:

- (a) comply with all applicable Laws and must obtain and maintain any authorisation, permission, licence, waiver, registration or consent from any person including any Government Authority necessary or desirable for the legal and efficient supply of the goods and/or services by 5G; and

- (b) comply with all policies and requirements of 5G in respect of the performance of its obligations under the Co-Location Agreement.

14.4 Acceptable Use Policy

The Customer must comply with, and ensure that End Users comply with, the Acceptable Use Policy.

14.5 Access and passwords

The Customer must control access to and use of logins and passwords by the Customer's Personnel and End Users to ensure their compliance with the Supply Agreement.

14.6 Information and reporting

The Customer must supply 5G with any information it reasonably requests:

- (a) for credit management purposes;
- (b) to enable 5G to monitor and help reduce the incidents of fraud;
- (c) to assist 5G in complying with its regulatory obligations and its obligations to report on compliance with those obligations;
- (d) to assess whether or not the Customer has complied, is complying and will be able to continue to comply with all obligations of the Customer under the Co-Location Agreement; and
- (e) from time to time in connection with the Co-Location Agreement.

14.7 Remote access by 5G

The Customer must:

- (a) permit and facilitate remote access by 5G's engineers which may be required as part of the Services; and
- (b) provide reasonable assistance in relation to 5G's investigation of Service interruptions, outages and security issues.

14.8 Access

5G grants the Authorised Person the right to access the Co-Location Space and Common Areas subject to other terms and conditions of the Co-Location Agreement.

14.9 Increased cost

The Customer must pay 5G any additional costs incurred by 5G as a result of the Customer failing to comply with this clause 14.

15. SERVICE CHANGES

15.1 Customer Representative

The Customer warrants to 5G that the person specified in the Order Form as 'Customer Representative' has the authority of the Customer to negotiate and agree with 5G any changes to the Co-Location Agreement.

15.2 Changes generally

If 5G notifies the Customer or the Customer notifies 5G that it wishes to make a change to the Services (other than a change of the kind contemplated by clause 15.3), or add to them, then:

- (a) 5G will prepare a proposal, setting out how it intends to implement the change, the costs and timing of implementation and any impact on other aspects of the Services and the Supply Agreement;
- (b) the parties will negotiate, in good faith, the terms of 5G's proposal;
- (c) if the parties are unable to agree on the terms of 5G's proposal then either party may refer the matter as a Dispute and the procedures set out in the General Terms will apply; and

- (d) upon the parties reaching an agreement on, and executing a document outlining the details of the change, 5G will implement the change.

15.3 Required Service Changes

The Customer acknowledges that 5G relies on a range of third-party systems, applications, tools, technologies and services (**Third Party Tools**) in order to deliver the Services and that from time to time there may be changes to the Third Party Tools, or certain Third Party Tools may cease to be provided or supported by the relevant third-party owners. If that occurs 5G may consider it necessary to make a change to the manner in which the Services are supplied to the Customer or via the Customer to End Users (**Required Service Change**).

If 5G considers it necessary to do so it may give the Customer notice of the Required Service Change and the change will take effect from the date specified in the notice. If 5G makes a Required Service Change it must give the Customer as much prior notice as is reasonably practicable in the circumstances, use all reasonable endeavours to maintain the same features, functionality and performance of the Services following the Required Service Change coming into effect and provide reasonable assistance to enable the Customer to modify the Customer Applications and/or Customer Content as necessary to accommodate the Required Service Change.

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