

SERVICE SCHEDULE C - MANAGED INFRASTRUCTURE SERVICES

1. ABOUT THIS SCHEDULE

- 1.1 This is Service Schedule C which applies to CrossPoint Managed Infrastructure Services and is part of your Managed Service Application Form or Managed Service Agreement. It needs to be read in conjunction with the CrossPoint Standard Terms and Conditions and the relevant CrossPoint SLA document. Certain terms used in this Service Schedule A are defined in the Standard Terms and Conditions, and therefore you will need to refer to the CrossPoint Standard Terms and Conditions for full definition of the used term.
- 1.2 The terms in this Service Schedule C apply to your Managed Infrastructure Service unless you have entered into a separate written agreement with us. Such written agreement excludes the application of this Service Schedule C and CrossPoint Standard Terms and Conditions.

Inconsistencies

- 1.3 If there is any discrepancy between the terms in this Service Schedule C and our Standard Terms and Conditions, then the Standard Terms and Conditions apply instead of this Service Schedule A to the extent of the inconsistency.
- 1.4 If a provision of this Service Schedule gives us the right to suspend or terminate your service, then that right is in addition to our rights to suspend or terminate your service under our Standard Terms and Conditions.

2. CROSSPOINT MANAGED INFRASTRUCTURE SERVICE

What is the CrossPoint Managed Infrastructure Service?

- 2.1 The Managed Infrastructure Service ("MIS") provides you with the equipment and on-going management and maintenance for your local network and infrastructure requirements, as an end to end solution.
- 2.2 The MIS includes some or all of the following components:
 - a. network design services;
 - b. provision of CrossPoint Equipment for your use during the Committed Term and any extension of it;
 - c. network implementation and configurations services;
 - d. network management services;
 - e. equipment maintenance services;
 - f. MIS performance and availability reports; and
 - g. other additional services in relation to your MIS.
- 2.3 For your MIS, you can choose a different Service Resilience Option with a respective service availability target, as specified in the CrossPoint Standard SLA document.
- 2.4 The CrossPoint MIS is based on CrossPoint owned, operated and maintained equipment.

No assignment or resupply

- 2.5 You agree that the CrossPoint MIS is for your use only and not to be assigned to third parties.

Carriage service management

- 2.6 As part of your Managed Infrastructure Service, Crosspoint may liaise on your behalf with third party carriage service providers for services provided by CrossPoint procured from third parties. For Third Party Provided Services the CrossPoint SLA's do not apply and any SLA's and any applicable service credits will be based on the SLAs and service credit terms and conditions provided by the third party service provider.

Service Maintenance Coverage

- 2.7 Unless otherwise stated, we perform work as part of your MIS (including installation, configuration, site surveys or site audits and equipment services) during extended business hours (8am to 8pm during Business Days). Additional charges apply for work outside business hours. We tell you what additional charges apply when you request us to work outside business hours.

MIS Services

- 2.8 You can apply for the following services as part of your MIS:
 - a. (LAN Infrastructure service, which provides high performance switches in your network or data centre that include the core, aggregation/distribution and access layer;
 - b. Network or Application Load balancing service, which aims to improve system, application, server or network performance or optimisation. This is typically achieved by load balancing transactions or services to an appropriate server or offloading computing, network or applications request to the relevant available processing devices;
 - c. Wireless LAN ("WLAN") service, which is an extension to, or an alternative for, a wired LAN within a site, based on the IEEE 802.11 suite of standards. You can also apply to upgrade the security of your WLAN service ("Secure WLAN"); and
 - d. WAN Optimisation service, which is designed to optimise your network to deliver improved performance of applications through the use of the WAN Optimisation equipment.
 - e. Network Router Service, designed to control inter-network traffic across one or more LAs, WLAN or WAN networks.
 - f. Firewall service, provides network to network level protection, inbound and outbound restrictions, permission and denial traffic rules and high level network security and access control management.

LAN Infrastructure Service (LIS)

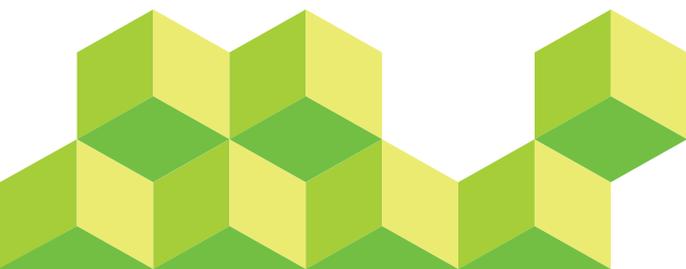
- 2.9 The LIS service supports compatible layer 2 and 3 accredited features, such as standard IP routing protocols, traffic switching, traffic redirection and virtual LANs. An optional service feature is the provision of POE (Power Over Ethernet) ports.

Network Application Load Balancing Service (NALBS)

- 2.10 The NALBS service may support one or several of the following features: virtual contexts, virtual servers and configuration, allocation of application requests to an appropriate server, network traffic prioritisation, network traffic link management and load balancing.
- 2.11 When you apply for the LAN or NALBS services, you can ask us for further information on the accredited features supported by the infrastructure chosen for your solution.

Wireless LAN

- 2.12 The WLAN service is provided on a shared, unlicensed spectrum. So there may be interference with (and we don't guarantee), the availability, performance or quality of your WLAN service. If you report issues with your WLAN service, we aim to correct issues we identify with the configuration of your wireless equipment. However, we don't guarantee this will improve the availability, performance or quality.
- 2.13 We supply the WLAN service only to the point at which the IP packets are converted into radio frequency. The WLAN service does not include any device issues that relate to laptop or WLAN client devices or their connectivity (or any other similar issues).
- 2.14 We configure the 802.11 wireless equipment for your WLAN service. We don't configure your client devices or authentication servers as part of the WLAN service.



- 2.15 We take reasonable care to control electronic access to the WLAN service by third parties. However, radio signals transmitted and received by the 802.11 wireless equipment aren't secure. You are responsible for all security issues with the WLAN service. We aren't responsible for any unauthorised access to data or other communications sent or received by the 802.11 wireless equipment.

Secure WLAN

- 2.16 Secure WLAN is an optional security enhancement to your WLAN service. Secure WLAN offers the following features:
- Wireless Intrusion Protection** – aims to tell you of unauthorised access and security incidents in your WLAN that our systems detect. It's your responsibility to deal with these incidents, but you may ask us to assist you for an additional fee;
 - Secure Radius Authentication** – is a managed authentication service based on a Radius application. You can provide the Radius application or obtain it from us. If you provide the Radius application, we first have to verify that it is compatible with our service and additional fees may apply. If we provide the Radius application, you must comply with the applicable Radius licence terms;
 - CleanAir Spectrum Monitoring** – aims to detect and temporarily adjust for radio frequency interference, such as from rogue access points, microwave ovens, Bluetooth devices, or cordless phones; and
 - Device Locator** – aims to track the signal strength and location of Wi-Fi devices and known interferences in your office environment that may affect your WLAN.
- 2.17 You can apply for one or more of the above features or the below components as part of your Secure WLAN service. However, to do this, you may need to obtain additional features, components, or accredited equipment from us, which we can confirm at the time you apply. These components may include:
- Mobility Services Engine ("MSE")** – a logging and tracking service for accredited devices in your WLAN;
 - Wireless Control System ("WCS")** – provides visibility, control and reporting of wireless access points, wireless LAN controllers and the MSE. We install and manage the WCS at your site. We give you read only access to the WCS; and
 - Secure Access Control Service** – an access control system and an integration point for wireless network access control and identity management.
- 2.18 By using the Secure WLAN service, you acknowledge that you choose to apply encryption and have control of all encryption keys in relation to the service.

WAN Optimisation

- 2.19 There are two available WAN Optimisation services:
- (appliance based, where we install a standalone device in your network; and
 - hardware based, which is incorporated within the router.

Network router and firewall services

- 2.20 The Network router and firewall services support IP traffic only
- 2.21 We cannot guarantee the performance of your network or the throughput of any devices providing the service
- 2.22 We will assist with traffic congestion or traffic performance troubleshooting as part of the incident management process, however we cannot guarantee your services to be free from congestion or performance issues due to the nature and unpredictability of client devices.
- 2.23 Crosspoint will take all reasonable care in assisting with intrusion detection, however you agree to be overall responsible for the intrusion detection rules and access control instructions which Crosspoint will implement and manage on your behalf.

- you or we may terminate your MIS in respect of a device by giving at least 30 days' prior written notice. Termination of a MIS for one device does not affect your MIS for other devices (unless you have the Managed Infrastructure Terms and Conditions Bundle, in which case all components in that Managed Infrastructure Terms and Conditions Bundle will be terminated).

3. CROSSPOINT EQUIPMENT

- You don't have any title to any CrossPoint Equipment supplied by us.
- Your MIS includes CrossPoint Equipment. You may choose to enhance, improve or upgrade the number of Services from time to time subject to you and CrossPoint agreeing on a written amendment to the existing Service Agreement or a new Service Agreement.
- The CrossPoint Equipment, its configuration, management and maintenance is included in the subscribed Service.

Use of CrossPoint Equipment

- You must refer to our Standard Terms and Conditions in regard to the keeping and use of CrossPoint Equipment.

Replacement, alterations and addition of parts

- Additional charges may apply if request modifications or upgrades to the Crosspoint Equipment.
- If you remove a part of CrossPoint Equipment, you must at your own cost, replace the removed part with a part of equal or better quality and functionality ("Replacement Part"). The Replacement Part forms part of the CrossPoint Equipment.
- If we supply additional parts or upgrades to the CrossPoint Equipment as part of a MAC request, your Service Charges may increase as a consequence. We tell you of any increase in Charges before supplying such additional parts or upgrading the CrossPoint Equipment.

Maintenance

- CrossPoint will provide software and hardware maintenance throughout the Committed Term and any extension of it for any CrossPoint Equipment.

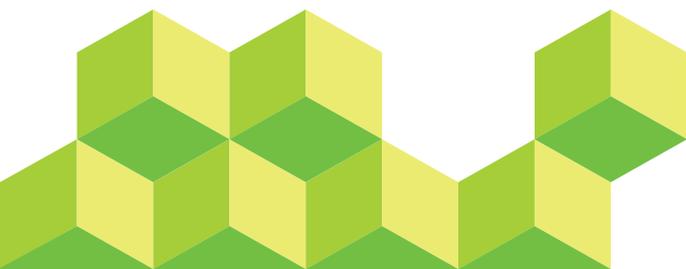
Insurance

- You must obtain and maintain adequate insurance for the full replacement value of the CrossPoint Equipment and for your ability to pay all Service Charges. You must show us this insurance policy on our reasonable request from time to time.

4. SECURITY OF THE EQUIPMENT AND NETWORK

Level of security provided

- You are responsible for all CrossPoint Equipment hosted at your premises, including physical access, security and the like.
- Unless otherwise agreed in writing, we have exclusive access to the login and password for all CrossPoint Equipment we manage.
- You must tell us in advance of any vulnerability scanning or security assessment of your network.
- To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at any other time, we may charge you for the applicable software update.



5. YOUR NETWORK DETAILS

What you must do

- 5.1 You must give us complete network diagrams (including IP addresses and copies of configuration files) for networks that are already installed and need to interact with any CrossPoint provided services. We can't manage or optimise all networks that are already installed and we will tell you if this is the case.

Network design

- 5.2 If you acquire the MIS, we provide the network design and installation component of your MIS based on the network design or business requirements that you give us ("Design"). We can make any reasonable changes to the Design but will tell you of these changes before installation of your MIS.
- 5.3 After the network design process, we will give you a site schedule containing the details of your MIS based on the Design. You must:
- review any site schedules immediately when you receive them; and
 - tell us within 7 business days of receiving any site schedule if you think that it does not accurately describe your MIS, otherwise we are entitled to rely on your site schedule as an accurate description of your MIS.

Intellectual Property and confidentiality

- 5.4 If we design your network, we own all Intellectual Property Rights connected with the design, including in the network diagrams, management IP addresses and equipment configurations ("Items").
- 5.5 We licence you to use the Items solely for the purpose of your MIS. The licence ends upon expiry or termination of your relevant MIS and we will give you access to your devices to manage the equipment configuration and your network.
- 5.6 The network diagrams and other information we give you with your MIS is our Confidential Information. You must protect and keep this confidential. CrossPoint will not copies of these Items to you at the end of your Committed Term or any extension of it and you must cease to use all Items and you must surrender all Items to us.

6. NETWORK IMPLEMENTATION SERVICES

Site audit

- 6.1 The site audit determines if your site is ready for installation of your MIS. We will notify you of the charge for the site audit at the time you apply for it.
- 6.2 If we don't perform a site audit beforehand, you must ensure your site and equipment are ready for installation. If your site and equipment aren't ready, there may be additional charges which we will tell you of at that time. You must, at your expense, comply with our reasonable directions to make your site and equipment ready.

WLAN site survey

- 6.3 You can apply for a WLAN site survey except that for Secure WLAN, you must obtain a WLAN site survey before we can provide you with the service. The scope of the WLAN site survey is to:
- ascertain the radio frequency coverage requirements of your site (ie. How many access points are needed for the network coverage at your site);
 - determine points of wired connectivity for root access points (mesh network backhaul); and
 - determine the physical and structural installation requirements for installing the WLAN service on your site.
- 6.4 You must give us:
- reasonable and unconditional access that complies with standard occupational health and safety requirements to your site at times we reasonably request;

- all reasonable plan, site and other information we request; and
- all necessary mechanical aids and tools for us to conduct the site survey;
- Provide all required cabling for connection of WLAN devices.

- 6.5 If we don't perform a site survey before installing your WLAN service, your service may not function properly (for example, access points may not be installed in optimum locations and radio frequency fields may be inefficient). If after installing your WLAN Service, we have to attend your site for these or similar issues, there may be an additional charge. We will notify you of any additional charges before commencing work.

Equipment installation and configuration

- 6.6 We can't install the equipment if we can't promptly or properly access your site. If this happens, we aren't liable for any delays and there may be additional charges which we will tell you of at that time.
- 6.7 As part of your MIS, we provide an appropriately configured redundant management connection to enable us to remotely manage devices and collect reporting information. You must obtain and maintain your access service separately. The charges and terms for your access service are separate from and in addition to the charges and terms for your MIS.
- 6.8 You must not change the configuration of your MIS (including any equipment) without our prior consent.

Equipment and service commissioning

- 6.9 At commissioning, we remotely download your equipment configuration file prepared by us and check the equipment interfaces will accept configuration changes.
- 6.10 After we determine that the equipment can be remotely monitored, we will tell you that the equipment has been satisfactorily commissioned.

Helpdesk

- 6.11 We provide a helpdesk as a single point of contact for faults with your network or the equipment we manage as part of your MIS. The helpdesk can be used by up to 10 of your authorised fault reporting personnel. You can change these authorised personnel at any time by telling us in writing.
- 6.12 Our helpdesk will record, monitor and manage incidents and give you reports on the progress of restoring normal service.
- 6.13 Your authorised incident reporting personnel can report to our helpdesk at any time. Diagnosis of an incident only occurs during Coverage Hours.

Priority levels

- 6.14 As part of MIS, we provide 3 priority levels based on the incident. Priority levels are defined in the CrossPoint standard SLA document.

Fault monitoring and notification

- 6.15 The management of faults or incidents are included in your MIS provided at an additional charge when those faults or incidents are caused or contributed to by:
- incidents with your equipment caused by you or a third party;
 - the disconnection of services which are needed to provide your MIS;
 - interference or damage to our equipment or network by you or by a third party;
 - incidents in relation to equipment we don't manage as part of your MIS;
 - you not giving us sufficient and timely access to your premises and equipment so that we can carry out the repair or restoration; or
 - any other cause due to Force Majeure.
- 6.16 Where we manage or correct a fault or incident caused or contributed to by any of the above, we may charge you at our then current rates for carrying out those services. We will advise you of those charges as soon as we are reasonably able to do so.

Fault restoration hours

- 6.17 For fault restoration with your MIS, you can choose the following Service Coverage option: Standard, Extended Business Hours or 24x7 as defined in the Standard SLA document.
- 6.18 We only respond during your chosen fault restoration hours.

Online alarm view

- 6.19 You can apply for an online alarm view service at additional charge. This is a web-based application giving you views of network faults. You can view information in near real time online via a supported web browser. We aim (but don't guarantee) to update alarms every 5 minutes.
- 6.20 When your network is configured, you can apply for the online alarm view service.

Monthly activity report

- 6.21 We give you a monthly activity report that details activity of your MIS. The report contains the following:
 - a. your closed trouble tickets, including reported time, restored time and fault cause;
 - b. closed planned interruptions;
 - c. Monthly incident charges; and
 - d. completed request for information.

Consultancy and audit services

- 6.22 You request consultancy services (including baselining) and audits on your network for an additional charge. We will tell you of the applicable charges at the time of your request.

Network management system maintenance outages

- 6.23 Your MIS may have scheduled maintenance outages which cause temporary loss of some or all of your service features. These outages usually occur after business hours. These outages may not necessarily affect your network's operation but may affect our ability to detect network issues during the outage.
- 6.24 You can ask our helpdesk to provide you with information on the outage duration and restoration time. Alternatively, notification of the current or next scheduled outage is available online at a website address we tell you from time to time.
- 6.25 We use reasonable care to provide the MIS. However, unplanned outages may occur at any time (eg. due to a power outage at an exchange or for software deficiencies or security risks). We can't always give you notice of these unplanned outages.
- 6.26 You must continue paying us the applicable service tier charge even if certain events affect your service, including a defect, breakdown, accident, loss, theft, damage, non-return of equipment (see above) or any unavailability of the equipment, unless our breach of contract or negligence caused the event or unavailability.
- 6.27 Any adds, moves or changes to your network or network design (such as hardware upgrade or installation of additional features) may incur additional charges.

Site survey charges

- 6.28 Any site surveys we perform in connection with your MIS are charged in accordance with your separate agreement with us.

Travel and accommodation charges

- 6.29 We charge you for travel and accommodation costs we incur in providing your MIS. We will seek your consent before incurring these costs. You must not unreasonably withhold this consent.

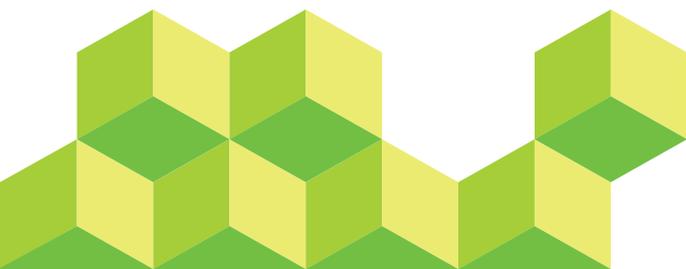
7. GENERAL

Minimum Term

- 7.1 Your CrossPoint MIS will be valid for the Committed Term set out in the Managed Service Application Form or Managed Service Agreement.

Charges

- 7.2 You agree to pay all Charges incurred in respect of your Managed Infrastructure Service. The Charges are specified in the Managed Service Application Form or the Managed Service Agreement. For the avoidance of doubt, these charges do not include any associated services charges for such as telecommunications connectivity services or call usage charges.



For any questions please contact your CrossPoint sales representative