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ASIAN PACIFIC TELECOMMUNICATIONS PTY LTD

STANDARD FORM OF AGREEMENT

Schedule 4 – Hosted (cloud) Services

December 2013



**ASIAN PACIFIC
TELECOMMUNICATIONS**

Member of  **ASIAN PACIFIC
CORPORATE SERVICES**

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1. Service Schedule 4 – Hosted (Cloud) Services

Capitalised terms used in this Service description have the same meaning as in the Asian Pacific Telecommunications Standard Form of Agreement published by us from time to time (**General Terms**), unless otherwise expressly stated to the contrary in this Service description.

1.1 Overview

1.2 Standard Service Terms

These are the Standard Service Terms provided to you as referred to in the General Terms. These Standard Service Terms provide specific information to you about the Hosted (Cloud) Services you are acquiring from us.

1.3 Service components

Depending on the content of your Application, Letter and any Variation, the Hosted Services may comprise one or both of the following:

- (a) **APTel Domain Name Registration:** the service we provide to you which enables business or individual Domain Name to be registered and hosted for online purposes.
- (b) **APTel Web Hosting (inc. SMTP POP or IMAP Email):** The server and storage infrastructure that host the web pages linked to your Domain Name containing the content and other materials which may be uploaded and designed by you using the Hosting Services. This service also covers the POP or IMAP email mailboxes that may be hosted in conjunction with the Web service.
- (c) **APTel APPSPOINT™ Hosted MS Exchange 2010:** A Hosted MS Exchange 2010 service whereby we make available a Microsoft Exchange e-mail box and space available on a server so its clients can host their data on the server. APTel manages the hosted data (mailboxes) of its clients on the MS Exchange infrastructure.
- (d) **APTel IRONPOINT™ Infrastructure as a Service (IaaS)** – consisting of:
 - (i) Virtual Data Centre,
 - (ii) Virtual Private Servers,
 - (iii) Storage,
 - (iv) Backup & Disaster Recovery

2 Domain Name Registration

2.1 What is the Domain Name Registration?

Domain registration refers to the process of registering a domain name, which identifies one or more IP addresses with a name that is easier to remember and used in URLs to identify particular Web pages. The person or business that registers the domain names is called the domain name registrant.

- a) We provide a Domain Name Registration Service in accordance with the rules and policies of our chosen registrar.
- b) The Domain Name Registration Service comprises the following service features and conditions:
 - (i) Registration
 - (ii) Availability
 - (iii) Re-delegation
 - (iv) Renewal

2.2 Domain Name Registration

- a) We will register a domain name on a first come, first serve basis in accordance with the rules and policies of our chosen registrar. There is no guarantee that your preferred domain name will be registered. Your requested domain name and application details must comply with the requirements of our chosen naming authority or otherwise advised by us from time to time.
- b) We reserve the right to refuse registration, re-delegation and or hosting of any domain name or sub-domain, which we consider to be, offensive, defamatory, illegal or otherwise inappropriate at any time. This right may be exercised by us at any time.
- c) If you request in your Application, and we agree, to register, renew or re-delegate a domain name on your behalf, we will notify you of the amount payable for such registration, renewal or re-delegation and the due date for such payment. If we do not receive payment of such amount within 30 days of a request for payment we reserve the right to cancel the domain name and all services associated with it.
- d) Please note and agree that your personal data relating to the domain name will be listed in the public registry for your domain name.

2.3 Domain Name Availability

- (a) Your requested domain name and application details must comply with the requirements of our chosen registrar.
- (e) We do not represent or warrant to you the availability of any domain name. You have no rights or cause of action against us if a domain is not available or cannot be registered for any other reason.

2.4 Domain Name Re-delegation

- a) When requesting domain name re-delegation, you warrant that you are the legal owner of the domain name and we reserve the right to require proof of ownership.
- b) You agree that your personal data relating to the domain name is to be listed in the public registry for your domain name.

- c) All possible efforts are made to ensure there will be no disruption to mail and/or web hosting services during re-delegation (or delegation) of a domain name.

2.5 Domain Name Renewal

- a) If you have registered a domain name and we host it, you are responsible for any subsequent renewal of that domain name. We are not liable to you for any loss, cost, liability or damage incurred by you in relation to the expiry of a domain name.
- b) If we register, renew or re-delegate a domain name on your behalf (as instructed by you), we will notify you of the amount payable for such, and of the payment due date. If we do not receive payment of that amount by the due date we reserve the right to cancel the domain name and all other associated services.
- c) If we register a domain name on your behalf, we will renew your domain name provided that:
 - (i) the domain name is an open .au domain name (i.e. any .com.au, .net.au, .org.au, .asn.au, or .id.au domain name) where TPP Wholesale Pty Ltd is the registrar
 - (ii) the domain name is a gTLD domain name (i.e. any .com, .net, .org, .biz or .info domain) where TPP Wholesale Pty Ltd is the registrar
 - (iii) The domain name is a co.nz domain that has been registered through TPP Wholesale Pty Ltd.
- d) If we register a “.au” domain name on your behalf you will be asked to certify that the domain has a close & substantial connection to the person/business that it is intended to represent.

3 Web Hosting

3.1 What is Web Hosting

We will provide the Hosting Services for Websites in accordance with your order and these terms from the activation date for the term. From the activation date you are granted a non-exclusive, non-transferable right and licence for the term to access and use the Hosting Services in accordance with this agreement.

3.2 Web Hosting Terms of Use

- a) A standard Internet browser and Internet access are required in order for you to be able to access and use the Hosting Services pursuant to this Agreement. You acknowledge and agree that we are not responsible for providing you with such browser or internet access, or any hardware or equipment required to access the Hosting Services;
- b) It may be appropriate or necessary to use third party software as part of the Hosting Services. Any such third party software is licensed to you on and subject to the third party licence terms and conditions applicable to such software. You agree to comply with any such terms and conditions as notified by us from time to time;
- c) The Hosting Services are subject to the bandwidth, memory and disk space, and CPU time/usage limitations set out from time to time on the APTel website or in your Web Hosting Order. Each Hosting Services account has an agreed bandwidth limit of 10GB per month unless otherwise specified. Bandwidth is the amount of data transmitted to and from your account (E-mail, Shell, Website, FTP). In the event that:
 - (i) your bandwidth, memory or disk space or CPU usage exceeds those limitations, or
 - (ii) those limitations are not specified, but we consider in our sole discretion that your bandwidth, memory or disk space or CPU usage is excessive, we may at our option:
 - a. suspend or terminate the Hosting Services;
 - b. require you to reduce your relevant resource usage to the specified or (where not specified) an acceptable level;
 - c. charge you additional Fees. Fees for additional monthly allowance of bandwidth are \$40 ex GST per 1GB per month (billed in arrears), unless otherwise specified.
- d) APTel, Subject to clause (Limited liability in SFOA), is not responsible for:
 - (i) any failures or interruptions in the provision or operation of 3rd party communications networks or the Internet used to access or use the Hosting Services or the Website;
 - (ii) any failures or interruptions in the provision or operation of Hosting Services including any failures caused by our service providers;
 - (iii) any data loss, wrong deliveries or non-deliveries suffered in connection with the Hosting Services;
 - (iv) any use of Hosting Services by a third party to whom you have given access to the Hosting Services;
 - (v) any use of the unique username and password allocated by us to you by a person other than you.

- e) APTel, Subject to clause (Limited liability in SFOA), do not warrant that the Hosting Services:
 - (i) will be supplied fault free or made continuously available;
 - (ii) will be in accordance with your requirements; suitable for the installation, uploading, use or operation of the Content; or fit for the purposes contemplated by you; or
 - (iii) will be free of hackers, other unauthorised access, denial of service attacks, virus's or other malicious or harmful code.
 - (iv) APTel take all reasonable steps to ensure the Web Hosting Service is fit for purpose and free from malicious or harmful code on a best efforts basis only. We provide and make no guarantee of this.
- f) We may perform scheduled or unscheduled maintenance to our servers and other equipment from time to time. We will use reasonable endeavours to minimise any disruption to the Hosting Services as a result of any such maintenance and where possible and practical provide service outage notifications in advance of the actual service outage event.
- g) You acknowledge that we can suspend your use of the Hosting Services if we reasonably believe that your use of the Hosting Services is interfering with: the Hosting Services; any other services provided by us to any of our customers; our systems or facilities, or any of the services, systems or facilities provided to us by our service providers.
- h) Our Web Hosting accounts come equipped with a pre-configured CGI-Bin. You are free to use any CGI-scripts provided with your account or add any additional ones you require. If we consider in our sole discretion that any CGI-scripts are adversely affecting server performance or network integrity, they may be shut down by us without prior notice. CGI-script sharing with domains not hosted by us is not allowed.
- i) We may from time to time, modify, enhance, update or issue new versions of the Hosting Services. We will use reasonable endeavours to ensure that sufficient notification is given to you of these changes. If any such change has a material adverse impact on your website (S), you may terminate this Agreement as outlined in section 12 of the SFOA, Cancellation or Suspension.

3.3 Your Obligations When using the service

- a) Where you do not purchase your Domain Name from us at the time of your Order, you must allocate the IP Address supplied by us with confirmation of your Order to the Domain Name. We may at our discretion change any IP Address allocated to your Domain Name.
- b) We will provide you with a unique username and password which you may use to access and use the Hosting Services. You must keep the unique username and password supplied by us safe and secure and immediately notify us of any breach of this obligation.
- c) You must:
 - (i) access and use the Hosting Services only in accordance with any (written or electronic) user manual or other instructions for use provided or made available by us from time to time; and
 - (ii) report any faults in Hosting Services to us as soon as you become aware of them.
- d) Other than as may be expressly provided for in this Agreement you must not:

- (i) sublicense, sell, lease or loan Hosting Services to any other person or legal entity;
 - (ii) upload, download, transmit, communicate to the public, or otherwise copy, reproduce or distribute any of the Hosting Services or any part thereof; or
 - (iii) deploy Hosting Services for rental or commercial bureau services, applications services or hosting activities.
 - (iv) modify or alter the Hosting Services; or
 - (v) reverse engineer, decompile or disassemble any software forming part of the Hosting Services or otherwise reduce the same to a human readable form, except to the extent that doing so is expressly permitted by law and any right to do so cannot be excluded.
- (f) In the event that you are expressly entitled to resell Hosting Services under this Agreement, you are liable for the acts or omissions of any person to whom such Hosting Services are resold, as if they were your acts or omissions.
- (g) You acknowledge and agree that you are responsible for:
- (i) the suitability, installation, configuration, uploading, downloading, use, operation, communication, accuracy and legality of the Content, and that we do not monitor, install, configure, download, review, authorise, edit or alter Content; and
 - (ii) the back up of the Content and any other data or files, unless otherwise expressly agreed by us.
- (h) You authorise and licence us to copy, reproduce, communicate, distribute, perform and display the Content and the Website for the purposes of providing the Hosting Services to you.
- (i) You warrant that:
- (i) your access to and use of Hosting Services complies with the provisions of this Agreement and all Laws;
 - (ii) the Content, the Website and the Domain Name, and their use and operation do not infringe any Intellectual Property Rights or other rights of any entity or person; and
 - (iii) the software, hardware and equipment used to access the Hosting Services and the Content are free of viruses or other malicious or harmful code at the time of access, uploading or entry into Hosting Services; and
- (j) the Content and the Website:
- (i) comply with all Laws;
 - (ii) are not obscene, indecent, excessively violent, misleading, deceptive or defamatory;
 - (iii) do not infringe any Intellectual Property Rights or other rights of any entity or person (including offering or enabling the unauthorised downloading, uploading or distribution of software, music, video or other copyright material);
 - (iv) do not include pornography, nudity, adult sexual content or any sex-related merchandising;
 - (v) are not damaging to our servers or any other servers on the Internet;

- (vi) do not include material or resources relating to hacking/phishing, viruses, anarchy, or that promote or participate in wilful harm to Internet sites or providers;
- (k) You must not use the Hosting Services or the Website for the purposes of operating, sending, selling or promoting bulk or SPAM email or other unsolicited electronic (fixed or wireless) messages. Your Domain Name may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition shall include the sending of unsolicited mass mailings from any other service that in any way implicates the use of our network, equipment or any APTel email address. A message is considered to be unsolicited if it is sent to a recipient who has not requested or invited the message. Simply making one's email address accessible to the public will not constitute a request or invitation to receive messages, for purposes of this clause 3.3 (j). If we consider in our sole discretion that you have breached this clause, we may in our discretion and without limitation:
 - (i) disable your Website without notice;
 - (ii) impose a \$200 penalty for each breach; and/or
 - (iii) suspend or terminate the Hosting Services.
- (l) You will comply with any reasonable direction communicated from time to time by us regarding access to or use of the Hosting Services.
- (m) You are responsible and liable for the access and use of Hosting Services by third party service providers or anyone accessing Hosting Services using the unique username and password supplied by us, as if such access or use is by you.
- (n) We may without notice to you remove, amend, alter or deny access to any Content in our sole discretion if:
 - (i) we are required to do so by any Law or order or judgment of a Court or tribunal of fact or law or other competent body (including any take down notice issued under the Broadcasting Services Act 1992 (Cth));
 - (ii) in our opinion any such Content is obscene, offensive, indecent, excessively violent, illegal, misleading or defamatory, or otherwise unacceptable, undesirable or objectionable.
- (o) You may not use the Hosting Services to attempt in any way to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing any data not intended for you, logging into any server or account you are not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy. You may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, denial of service attacks, or other deliberate attempts to overload or crash a host or network.

1 HOSTED EXCHANGE 2010 EMAIL & GROUPWARE

1.1 What is Hosted Exchange 2010 Email & Groupware

APTel provides a Hosted MS Exchange 2010 service whereby we make available a Microsoft Exchange e-mail box and space available on a server so its clients can host their data on the server. APTel manages the hosted data (mailboxes) of its clients on the MS Exchange infrastructure.

Clients can access their emails, address book, task management and documents from different places and through various media. The e-mails are routed to a laptop, desktop or mobile phone through push technology.

- a) The APTel APPSPOINT™ Hosted MS Exchange Email & Groupware service comprises the following provisioning variants:
 - (i) Exchange Business 10Gb (inc. Outlook 2010 Lic.)
 - (ii) Exchange Business Lite 10Gb (no Outlook 2010 Lic.)
 - (iii) Exchange Business 25Gb (inc. Outlook 2010 Lic.)
 - (iv) Exchange Business Lite 25Gb (no Outlook 2010 Lic.)

- b) The APTel APPSPOINT™ Hosted MS Exchange Email & Groupware service comprises the following features:
 - (i) Uses your own domain name (i.e. john.smith@mycompany.com.au)
 - (v) Integrates with almost every smartphone on the market (Android, IOS, Windows)
 - (vi) Includes calendar integration and business collaboration features
 - (vii) Customer Mailboxes are fully backed up every day,
 - (viii) Provides a large mailbox size by default, and addition storage is available on top.
 - (ix) Allows and supports migration from standalone Outlook, previous version of MS Exchange and Pop Mail (ie Gmail and Hotmail etc.)

1.2 Hosted Exchange Features and Variants.

The table to follow outlines the various provisioning options and what features are included in each option.

APTel - MS Hosted Exchange 2010	Business Lite 10	Business 10	Business Lite 25	Business 25
*APTel APPSPOINT™ End User Admin Portal/Console	Yes	Yes	Yes	Yes
*Exchange Mailbox Space	10GB	10GB	25GB	25GB
*Additional Disk Space Available	Yes	Yes	Yes	Yes
*iPhone & Smartphone connectivity	Yes	Yes	Yes	Yes
*Spam Filtering	Yes	Yes	Yes	Yes
*Virus Protection	Yes	Yes	Yes	Yes
*Daily Backup	Yes	Yes	Yes	Yes
*Patching and Security Fixes	Yes	Yes	Yes	Yes
*Fixed Monthly Pricing	Yes	Yes	Yes	Yes
*Includes Outlook 2010 Client License	No	Yes	No	Yes
*Includes Active Sync	Yes	Yes	Yes	Yes

1.3 Terms of Use for the APTel APPSPOINT™ Hosted Exchange 2010 Service

- a) APTel will provision the initial environment, and if agreed, assist with initial mailbox migrations and provide administration assistance for customers of the Hosted Exchange 2010 service as per what has been agreed and stated on the customer order.
- b) You the customer remain responsible for the administration of all other aspects of your Hosted Exchange service and related mailbox data.
- c) Each mailbox may only be accessed by one natural person. You must not allow multiple people to simultaneously use a single mailbox.
- d) You must not, and must ensure that other persons do not, use automated software to retrieve mail from a single mailbox and distribute that mail to multiple people locally.
- e) You must not resell your email service without our prior written consent.

1.2 Spam Filtering

- a) "Spam" includes one or more unsolicited commercial electronic messages to which the Spam Act 2003 applies, and derivations of the word "Spam" have corresponding meanings.
- b) The Internet Industry Codes of Practice registered with the Australian Communications and Media Authority ("ACMA") set out how internet service providers, such as APTel, and email service providers must address the sources of Spam within their own networks. They also requires internet service providers and email service providers to give end-users information about how to deal with Spam, and informed choice about their filtering options.
- c) You acknowledge that without prior notice to you, we will filter email delivery for spam to accounts hosted by us. Due to the nature of spam filtering software, we cannot guarantee that all spam will be filtered and that all non-spam will not be filtered. You will need to monitor filtered email regularly.

1.4 Storage Limitations

- a) Mailbox storage capacity for each Hosted Exchange plan is set out in the Features and Variants (4.2) section. It is your responsibility to monitor the storage capacity for your individual mailboxes. Email messages that exceed the storage capacity for a particular mailbox when received may be queued on the mail servers but not delivered to the user mailbox, and if the condition is not remedied by the customer, email may be permanently lost.

1.5 Deleted Items Retention

- a) You will be able to recover deleted email messages (other than email messages that have been permanently deleted by the user) for a period of 30 days from the day the message was deleted.

1.6 Specific Billing Conditions

- a) You will be charged a recurring monthly fee for your Hosted Exchange service based on the number of active mailboxes connected to your service. Mailboxes that are active for only a portion of the relevant billing period will be charged on a pro-rata basis.
- b) You are responsible for the creation and deletion of mailboxes, either via formally requesting the service with the APTel Service Desk or Sales Team, or via provisioning the service via the customer control panel. Charges will apply for every active mailbox created on your behalf or via the control panel for your Hosting Exchange service.
- c) You must take all reasonable care to ensure that your account details are kept secure to prevent unauthorised creation, modification and deletion of mailboxes.

1.7 Content Ownership

- a) You are responsible for obtaining any and all necessary licenses, consents, authorisations and approvals to enable you to lawfully use any intellectual property rights with the service, including without limitation, consents in respect of any proposed domain name or other intellectual property rights being used by you.
- b) All hosted content or data stored by you on our server is your property and responsibility. We claim no ownership over, and assume no responsibility in respect of, any of your data. Accordingly you should maintain a back-up of your own mailbox data (e.g. using a local .PST mailbox archive).

2 APTEL IRONPOINT™ INFRASTRUCTURE AS A SERVICE (IAAS)

2.1 What is IRONPOINT™ Infrastructure as a Service?

IRONPOINT is an Infrastructure as a Service (IaaS) suite of hosted technology services that provides a customer the ability to self-provision, or request provisioning of various kinds of Infrastructure resources such as Virtual Servers, Virtual Networks, Storage, and Virtual Firewalls. Furthermore, IRONPOINT™ can be combined with other APTEL services such as Managed Private Network (also known as Private IP, or Private WAN) services and APPSPOINT™ Application Hosting services.

- (a) The APTEL IRONPOINT™ IaaS service comprises of the following components and provisioning options:
- (i) **Virtual Data Centres (VDC's)** - A Virtual Data Centre (VDC) is a collection of Virtual Appliances, Virtual Networks and Storage Volumes contained within a secured, customer specific portion of our hosted infrastructure.
 - (ii) **Virtual Machines (VM's) (otherwise known as Virtual Private Servers (VPS's))** – Run on powerful physical server technology, that allow a significant number of virtual servers to share the underlying resources and performance. A VM or VPS is functionally equivalent to a separate physical computer, has the privacy of a separate physical computer and is configured to run as a normal server computer (i.e. to run server software such as Windows 2008, SQL, Linux etc.).
 - (iii) **Virtual Appliances (VA's)** – Reside within a VDC and is a, or a collection of Virtual Machines (VM's) that can be deployed or un-deployed together. A virtual appliance may contain any number of VM's.
 - (iv) **Compute Performance Units (PU)** - CPU and memory resources within IRONPOINT VM's are allocated utilising Performance Units (PU's). Each PU allocated to a VM grants a memory (vRAM) allocation of 2GB and a CPU allocation of 1 vCPU. Each PU added to a server (Max 16 PU to 1 VM) increase the compute capacity of the VM.
 - (v) **Storage** – Is physical disk infrastructure provided to a VM and available in three variants, being SATA (standard disk), SAS (performance disk) and Solid State Drives (SSD's) (very high performance disk). Client may choose which disk technology a volume will reside upon based on specific data serving requirements.
 - (vi) **Virtual Networks** – Are provided in a number of iterations dependant on the customer's specific hosted (Cloud) computing connectivity requirements. Typically virtual networks are provisioned as "Private", "External" and "Public" depending on the customer's network connectivity requirements.
 - a. Private Network – A private virtual network is a dedicated VLAN that enables connectivity between VM's that reside within the same Virtual Data Centre (VDC). Private networks do not extend past the VDC in which they are deployed.
 - b. External Network – An external virtual network is a dedicated VLAN that enables connectivity between multiple VDC's or between VDC's and resources that is hosted outside of the VDC. (e.g. CO-located

equipment, private network links, hosted firewalls or data centre interconnect link, (VDC).

- c. Public Network – Is a shared VLAN that enables direct connectivity to the internet. All VM's attached to the same public network can "see" one another even if those virtual machines belong to different customers.

(vii) **Managed Backup** – A service that provides daily VM snap shots that backup the entire VM and all attached disk storage (data volume). Backups are sent to a separate physical infrastructure, preserving the data for restoration purposes in the event of production system data loss.

(viii) **Managed Disaster Recovery** – A service that replicates in near real time a VM and its storage volume (s) to a physically and geographically separate data centre and Compute and storage infrastructure that is reserved for a customer's Disaster Recovery (DR) requirements.

2.2 Terms of Use for the APTel IRONPOINT™ IaaS Service

- a) If the Client chooses to connect a Virtual Machine to a Public Network, then it is the Client's responsibility to ensure that suitable firewalling is in place to protect the Virtual Machine.
- (b) If we have agreed to install, patch or otherwise manage software for you in reliance on your licence with a software vendor (rather than APTel's licence with the software vendor), then you represent and warrant that you have a written licence agreement with the software vendor that permits APTel to perform these activities. You agree that you will provide APTel with evidence of licensing as APTel may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the licence. If you fail to provide the required evidence of licensing, APTel may, at its option, either:
- (i) delay the deployment date for the Hosted System that was to include such software until such time as the required evidence is provided;
 - (ii) deploy the Hosted System in reliance on APTel's licensing agreement with the software vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided; or
 - (iii) suspend or terminate the Agreement.
- (c) Your licensed software may not be compatible with our standard process for deploying and repairing Hosted Systems. In addition, in order to install the software, APTel may require you to send the physical or electronic media provided to you by the software vendor, both for deployment, and again in the event of a failure of your Hosted System. You agree that APTel will not be in breach of any Service Level Guarantee or other obligation under this Agreement that would not have occurred but for the delay resulting from our agreement to use your licensed software.
- (d) You must use reasonable security precautions in connection with your use of the Services. You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with APTel's reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement.

- (e) You are responsible for keeping your account permissions, billing, and other account information up to date
- (f) You may permit your subsidiaries and affiliated companies to use the Services if you wish. APTel will provide support only to you, not to your customers, subsidiaries or affiliates unless we are provided specific written instruction to do so. Unless APTel is provided written instruction and agrees to do so, there are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.
- (g) You agree that you will comply with the Australian Privacy Act 1988 (Cth) with respect to all personal information as defined in those respective laws, collected, accessed, processed and used by you, and hosted by APTel, including making any required notifications to, or obtaining required consents from, third parties in relation to APTel hosting personal information in connection with the Services.
- (h) We may give our affiliates and subcontractors outside of Australia access to your Hosted System. For example, we may provide an affiliate with access to your Hosted System so that the affiliate may provide support to you during off business hours in Australia. We will only do so if we have first received written authorisation for the customer.
- (i) You may resell the Services, but you are responsible for use of the Services by any third party to the same extent as if you were using the Services yourself. APTel will provide support only to you, not to your customers directly unless agreed in writing by both parties.
- (j) Upon expiration or termination of the Agreement, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you by APTel in connection with Services, including pointing the DNS for your domain name(s) away from APTel Services. You agree that APTel may, as it determines necessary, make modifications to DNS records and zones on APTel managed or operated DNS servers and services.

3 APTEL HOSTED SERVICES (CLOUD) GENERAL TERMS (IAAS)

3.1 Your connection to our network

- a) It is your responsibility to ensure that the Hosted Service can be provided to your Premises and to the Network Boundary Point.
- b) If you require us to connect your Premises to our network so that you can receive the Hosted Service, we may do so for an additional charge payable by you. That charge may be a one off charge, or payable by you on an ongoing basis, e.g. monthly. Except if we provide you with any equipment for which you have paid us in full, no title or interest in any equipment we use to provide a Service to you passes to you.
- c) We may use a third party supplier to connect you to the Hosted Service.

3.2 Additional General terms relating to your connection to, or use of the Hosted Services

You acknowledge and agree that our supply of the Hosted Service may be adversely affected by any of the following:

- a) non-compliant or defective equipment including Third Party Facilities;
- d) configuration changes not supported by us or our network operators; or
- e) non-adherence to cabling standards endorsed by us or in compliance with the Law,

and if that occurs, any such adverse effect does not equate to a default by us or give rise to an obligation on us to rectify the cause of the adverse effect or constitute a defect in our provision of the Internet Service to you.

3.3 Connecting to the Hosted Services

- a) We will endeavour to connect our Hosted Services and make available to you within the timeframes set out in your contract or otherwise agreed.
- b) We decide the route and technical means that we use to provide the Hosted Service to you.
- c) At our discretion we may at any time and from time to time decide that we are unable to provide the Hosted Services to you if you do not have the necessary Third Party Facilities in place or if the Third Party Facilities do not have sufficient capacity to support the Hosted Services.
- d) We decide the IP addressing scheme which will be provisioned with the Hosted Service. Managed IP addressing must follow our predefined schema and cannot be changed on a per client basis.

3.4 Equipment required to use the Hosted Services

- a) Unmanaged Connections – You will need to supply Third Party Facilities to connect to Hosted Service. We will supply the necessary configuration details for you to connect to the Internet Service, but take no liability or responsibility for faulty or misconfigured Third Party Facilities or other inability to connect to the Internet Service.
- b) Managed Connections – We supply the required equipment to enable you to connect a designated number of end points as agreed between us.

3.5 Charging of the Hosted Services

You accept fixed monthly access fees and software license fees (if applicable) will be charged monthly in advance and variable usage charges in arrears except to the extent we otherwise determine.

3.6 Service Level Agreements for the Hosted Services

We aim to provide the following service levels in relation to the Hosted Services. Only the service level applicable to the particular Hosted Services we have agreed to provide to you will apply:

- a) Domain Name Registration
No Service Level – Best Efforts Only
- b) Website Hosting
99.9% Service availability
- c) APTel APPSPOINT™ (SaaS inc Hosted Exchange)
99.9% Service availability
- d) APTel IRONPOINT™ (IaaS inc Hosted Exchange)
99.9% Service availability