

5GN CLOUD SERVICE SCHEDULE

5G NETWORK OPERATIONS PTY LTD

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5GN CLOUD SERVICE SCHEDULE

BACKGROUND

- A 5G Network Operations Pty Ltd ACN 620 305 393 and companies in the 5GN Group supply a range of Services and Hardware to Customers, including the supply of Cloud Services and related services.
- B This document applies to the supply of Cloud Services and related goods and/or services to a Customer and, along with the applicable Specifications and General Terms, constitutes the Supply Agreement that governs the supply of Cloud Services to the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document, unless the contrary intention appears:

- (a) **5GN** means 5G Network Operations Pty Ltd ACN 620 305 393 and where relevant another entity in the 5GN Group.
- (b) **Activation Charges** means the activation charges specified in the Supply Agreement.
- (c) **Cloud Services** means the services referred to in clause 2.2.
- (d) **Customer** means the person or entity named in the Supply Agreement as the customer.
- (e) **Customer Representative** means the person specified in the Order Form or otherwise notified to 5GN by the Customer as the Customer Representative in accordance with the Supply Agreement from time to time.
- (f) **General Terms** means: the general 5GN General Terms and Conditions which are available at <https://5gnetworks.au/terms-conditions/>.
- (g) **Services** includes the Cloud Services described in clause 2.2.

1.2 Relationship to General Terms

This Cloud Service Schedule supplements the General Terms. If there is any inconsistency between this Cloud Service Schedule and the General Terms, this Cloud Service Schedule prevails to the extent of the inconsistency solely in respect of the Cloud Services.

2. CLOUD SERVICES

2.1 Supply of Services

5GN agrees to supply Cloud Services, Additional Services and related Goods and/or Services to the Customer in accordance with the Supply Agreement. The terms and conditions under which 5GN will supply, and the Customer will acquire, those Goods and/or Services are set out in the Supply, to the exclusion of all other contracts, arrangements or understandings.

2.2 Supply of Cloud Services

5GN will supply Cloud Services, which comprise:

- (a) the provision of access to 5GN's cloud computing environment, including compute, storage, networking, and associated cloud resources, as specified in the applicable Order;
- (b) the allocation of a logically segregated cloud space for the Customer's use;
- (c) the ability for the Customer to deploy, manage, and operate its own workloads, applications, and data within the Cloud Services; and
- (d) any ancillary services expressly identified in an Order Form or service schedule.

The Cloud Services do not include application management, data backup, security configuration, monitoring, or support services unless expressly stated in writing by 5GN.

2.3 Provision of Cloud Services

5GN will make the Cloud Services available to the Customer in accordance with the applicable Order.

Where the Cloud Services include virtual private server services, those services are provided on a non-exclusive, shared infrastructure basis. Where the Cloud Services include bare metal server services, the underlying hardware allocated to the Customer is provided on an exclusive basis for the duration of the Order.

5GN may update or change the Cloud Services from time to time, provided that these changes do not materially reduce the core functionality of the Cloud Services.

The Customer acknowledges that the Cloud Services may be unavailable from time to time due to scheduled maintenance, emergency maintenance, or other interruptions, and that the Cloud Services may rely on third-party infrastructure, networks, or services.

Access to the Cloud Services may be delayed or restricted where required to

comply with applicable laws, security requirements, or technical constraints.

2.4 Fee increases

5GN may increase the Fees for the Service in accordance with the fee increase provision set out in the General Terms.

3. 5GN'S OBLIGATIONS

3.1 Provisioning and installation

5GN is not obliged to commence provisioning and installation until the Customer has paid the Activation Charges. 5GN will commence the supply of goods and/or services on the later of the date specified for activation in the Supply Agreement and the date 5GN is able to commence the supply of Services. 5GN 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.

5GN has no responsibility for the performance or security of applications installed on the Customer Systems.

4. CUSTOMER OBLIGATIONS

4.1 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 5GN in relation to the Services.
- (b) 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.

4.2 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 5GN; and
- (b) comply with all policies and requirements of 5GN in respect of the performance of its obligations under the Supply Agreement.

4.3 Acceptable Use Policy

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

4.4 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.

4.5 Remote access by 5GN

The Customer must:

- (a) provide reasonable assistance in relation to 5GN's investigation of Service interruptions, outages and security issues.

5. BILLING

5GN will issue invoices in advance on either a monthly, quarterly or annual basis.

- (a) Invoices are payable within fifteen days of the invoice date.
- (b) If the customer disputes an invoice, it must notify 5GN in writing within ten days of receipt of the invoice, detailing the reason for the dispute. The customer must pay any undisputed portion of the invoice.
- (c) Fees are exclusive of GST unless expressly stated otherwise. The customer must pay any applicable GST in addition to the fees, subject to the receipt of a valid tax invoice
- (d) 5GN May issue adjusted or corrective invoices where required to reflect changes to the Services, usage, or errors in previous invoices

6. SUSPENSION

5GN Cloud may temporarily suspend some or all of a customer's services if:

- (a) the customer breaks the agreement or a service schedule and does not fix the issue within 14 days after being told in writing; or
- (b) the customer does not pay an undisputed invoice on time and does not fix the non-payment within 15 days after being told in writing; or
- (c) we reasonably believe the customer's use of the services:
 - i. creates a security risk for our platform, other customers, or third parties;
 - ii. could expose 5GN to legal or regulatory issues; or
 - iii. is causing, or is likely to cause, problems for the performance or stability of the platform or shared infrastructure.

Where it is reasonable to do so, we will give advance notice before suspending services. However, we may suspend services immediately if this is necessary to reduce security, legal, or operational risk.

7. TERMINATION

5GN Cloud may permanently terminate some or all of a customer's services if:

- (a) the customer does not pay overdue, undisputed invoices within 45 days after the payment due date; or
- (b) the reason for a suspension is not fixed within a reasonable timeframe; or
- (c) the customer commits a serious breach that:
 - i. cannot reasonably be fixed; or

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- ii. is serious enough that continuing the services would create security, legal, regulatory, or reputational risk for 5GN Cloud.

7.2 Effect of termination

The procedures following termination along with related charges and expenses are outlined in the General Terms.