

Standard Form of Agreement

Service Description (Co-location)

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1 The Agreement

1.1 The Parties

1.1.1 Highway 1 (Aust) Pty Ltd ABN 068 383 737 Level 5, 10 William Street, Perth, Western Australia trading as Highway 1, Apiix, EON Technology, Nerdnet Internet, Global Dial, Global Web, Simtex, Worldwide Internet (hereinafter referred to as "Highway1", "us", "our") and the Customer (being an entity subscribing to Highway1 for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is a Service Description?

1.2.1 The Highway 1 Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

2 Service Description

2.1 What is Co-location?

2.1.1 Co-location is the service by which a customer provides IT equipment (servers, networking, backup etc) and locates this equipment within a Highway 1 data centre in order to receive the benefits of a purpose built facility including physical security, power supplies and internet connectivity. This IT equipment is referred to as Customer Co-located Equipment (CCE).

2.2 CCE Supply and Installation

2.2.1 You are required to supply the CCE. Highway 1 will schedule an appointment for the installation of the CCE into the data centre.

2.2.2 We will provide a period of 4 consecutive hours for the installation of this equipment for a single rack unit. We will make further time available for additional rack units.

2.3 Equipment Access

2.3.1 Unlimited unescorted visits are arranged after a security application process and site induction. At the completion of this process, you will receive an individual access code, swipe card and procedures. One access code and swipe card is provided per qualified plan. Access may be revoked where data centre or Highway 1 procedures are not followed.

2.3.2 Where you qualify for escorted visits, we will provide you with complimentary hours of escorted access per month during business hours as stated on your application. Please provide 24hrs notice for a site visit. Escorted time does not accrue from month to month. Where you require access outside of business hours, we will provide access to an on-call technician. Call out charges will apply. Where you require Highway 1 to perform remote activities we will provide a technician to perform this on your behalf. Remote hands charges will apply.

2.3.3 We, or a person approved by us, may require access to your co-location space from time to time in connection with the provision and maintenance of equipment or Services. If you do not own the equipment, you must obtain the owner's permission for access and warrant to us that you have such permission. You indemnify us, or any serviceman approved by us, against a claim by the owner of the co-location space in relation to such entry on the co-location space. If you do not provide access as we reasonably request, we may limit, suspend or cancel the Services.

2.4 Equipment Responsibility

2.4.1 You are responsible for maintaining any equipment supplied by yourself. This equipment must be certified to be used in Australia. Where equipment connects directly to public telecommunications infrastructure, this must be ACMA C-Tick and A-Tick approved.

- 2.4.2 You will ensure that any equipment supplied to you, facilities and connections used in providing the Services, are not altered, maintained, repaired or connected to or disconnected from any power source or line except by a person approved by us.
- 2.4.3 On the termination of this Agreement for any reason, you must return any equipment to us or the relevant Supplier, or make it available for collection, in accordance with our instructions. If you fail to return the equipment or make it available for collection:
- a) if the equipment is ours, we may recover the value of the equipment, and the cost of recovering the equipment, from you as a debt due; or
 - b) if the equipment is a Supplier's, you must indemnify us against any claims made by the Supplier in relation to the equipment.

2.5 Traffic and Bandwidth Allocation

- 2.5.1 Each Service plan may be allocated a monthly data traffic quota. Both inbound and outbound internet traffic count toward your quota.
- 2.5.2 Traffic within the Highway 1 network is excluded from your monthly traffic quota.

2.6 Power Allocation

- 2.6.1 Each rack unit is allocated .65Amps average draw. Where this is exceeded you will be charged an excess per Amp.

2.7 Firewall and Logical Security

- 2.7.1 The basic Service does not include firewall protection. Where you elect not to utilise our firewall option you will be responsible for providing your own firewall security.
- 2.7.2 You will be responsible for ensuring all equipment is hardened against security vulnerabilities. We may elect to suspend your service if we identify that your Service may be compromised and no action has been taken by you within a reasonable timeframe to rectify the security breach.
- 2.7.3 We will not be liable for any content, security breach, distribution of protected information or other malicious activity on your CCE.

2.8 Payment

- 2.8.1 Payment for the Service is required in advance. You may choose to pay for the Service in monthly, quarterly or yearly.
- 2.8.2 Where you have chosen a plan with excess charges, this will be charged monthly in arrears. Where the value of the excess charges exceeds 100% the total value of your contract at anytime during a month, we will be able to invoice you for these excess charges immediately.

2.9 Revised Charges

- 2.9.1 If, at any time during the term of this Agreement, there is an increase in Highway 1's power and cooling costs of providing the Services Highway 1 may review and modify the Charges and advise You by notice in writing (the **Revised Charges**). The Revised Charges so advised will become the Charges effective from the date that is 10 Business Days after the date of the notice.
- 2.9.2 If Highway 1 varies the Charges under this paragraph 2.8, Highway 1 may require from You an additional form of security or prepayment, as applicable, to cover the Revised Charges.

2.10 Title

- 2.10.1 You grant, as security for any unpaid Charge owed to Highway 1 under this or any other Agreement with Highway 1, a lien over the Customer Equipment. Highway 1 may sell all or part of the Customer Equipment on which it has a lien in the event that You fail to pay any Charges by the due date for payment and Highway 1 gives You written notice at least 7 days prior to the date of sale, stating and demanding that the outstanding Charges be paid.

2.11 Support and Service Levels

- 2.11.1 Support information for the Co-location Service is detailed in the General Terms and Conditions.

2.12 Target Service Level

99.95%

2.13 Call Response Target

4hrs

2.14 Restoration Target

2.14.1 1 Business Day

2.15 Service Level Rebates

2.15.1 This service is eligible for service rebates where the Service is unavailable as per the General Terms and Conditions. The following rebates apply for this service:

2.15.1.1 Dual UPS Power Feeds

Service Disruption	Service Rebate
Less than 15 minutes per calendar month.	No Rebate Available
More than 15 minutes but less than 30 minutes during a calendar month.	10% of the Monthly Service Charge
More than 30 minutes but less than 60 minutes during a calendar month.	20% of the Monthly Service Charge
More than 60 minutes but less than 120 minutes during a calendar month.	30% of the Monthly Service Charge
More than 120 minutes during a calendar month.	40% of the Monthly Service Charge

2.15.1.2 Single UPS Power Feeds

Service Disruption	Service Rebate
Less than 2 Hours per calendar month.	No Rebate Available
More than 2 hours but less than 6 hours during a calendar month.	10% of the Monthly Service Charge
More than 6 hours but less than 12 hours during a calendar month.	20% of the Monthly Service Charge
More than 12 hours but less than 18 hours during a calendar month.	30% of the Monthly Service Charge
More than 18 hours during a calendar month.	40% of the Monthly Service Charge

2.16 Contract Term

2.16.1 Co-location Services have a minimum contract term of 12 months. At the completion of this term, your service will be automatically contracted on an ongoing basis. The term of which is determined by the your billing frequency. Monthly, Quarterly, 6 monthly or Annually.

2.16.2 If you decide to cancel or move your service within the contract term, you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions.

2.17 Cancellation Notice Period

2.17.1 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions