

Encoo Supplied Managed Hardware Service Schedule

1. Definitions

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Access Network means the part of the Encoo Network, or a third-party network provided by Encoo, that connects the Customer's location to the Core Network.

Access Service means a service used to transmit the Ethernet Service over the Access Network.

Core Network means the network that connects major national and international nodes of the Encoo network. The boundary between the Core Network and the Access Network is defined as the egress port facing the Access Network on core routers or switches.

CPE (Customer Premise(s) Equipment), means any piece of connected equipment that is not owned or operated by Encoo or a Third Party Supplier of Encoo and that is used for accessing the Internet or accessing the Encoo Network

Customer means the customer described in the SOW and any of its employees, subcontractors, agents, and representatives and includes references to "You" and "Your."

Encoo Network means any telecommunications network, equipment, facilities, or cabling owned, controlled or utilised by Encoo.

Encoo SLA means the Encoo service level agreement which can be found at <https://encoo.com.au/legal-documents>, as updated from time to time.

End Users mean a customer of the Customer.

Managed Hardware means hardware that is supplied and managed by Encoo.

Service Delivery Point means the sites at which Encoo will install Encoo Equipment necessary to provide the Service Interface as specified in the SOW.

Service Interface means the physical interface at the Service Delivery Point by which the Customer connects to the Ethernet Multipoint Service.

Standard Terms and Conditions means the Channel Partner Wholesale Agreement or if applicable other standard terms and conditions between Encoo and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable SOW from time to time, available at <https://www.encoo.com.au/legal-contracts>.

2. Service Description

2.1. This Service Schedule applies to the following services:

- a) Encoo supplied Managed Hardware.

2.2. Encoo will provide the Managed Hardware to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule, and any applicable SOWs, all of which are binding on the Customer. The Customer must use the Managed Hardware (and, where relevant, will ensure that Your End Users use the Managed Hardware) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable SOWs, and all applicable laws.

3. Service Provision

3.1. Encoo will use reasonable endeavours considering relevant commercial, economic and operational matters to commence provisioning of the Managed Hardware in accordance with the service delivery targets set out in the Encoo SLA.

3.2. Encoo may vary the Managed Hardware if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

3.3. The Customer acknowledges that any charges set out in the order for carrying out the Work are based on the information that the Customer has provided to Encoo. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of Encoo's negligence), the Customer must pay Encoo for any additional Services and Work required.

3.4. Encoo will, in accordance with the customers specifications, as outlined in the data capture form:

- a) Perform initial setup and configuration of the Managed Hardware;
- b) Configure network parameters, such as IP addresses, gateway settings, DNS servers, and security settings;
- c) Verify connectivity and ensure that the Managed Hardware is functioning correctly;
- d) Regularly monitor the performance and status of the Managed Hardware to ensure optimal operation;
- e) Proactively identify and resolve any issues or anomalies that may arise;
- f) Perform periodic firmware updates and security patches to keep the Managed Hardware up to date;
- g) Provide technical support to customers for any Managed Hardware and related issues or concerns;
- h) Troubleshoot connectivity problems, hardware failures, or software conflicts related to the CPE; and
- i) Assist customers in resolving Managed Hardware related issues remotely.

3.5. The customer will:

- a) Coordinate with the End User to schedule a convenient time for CPE installation;
- b) Install the CPE at the End User's or Customer's premises as per the agreed-upon location;

- c) Ensure proper connection of the CPE with the customer's network; and
- d) Provide level 1 troubleshooting and on-site support of the Managed Hardware.

4. Service Level Agreement

4.1. Subject to the terms of the Standard Terms and Conditions, this Service Schedule, Encoo will provide the Services in accordance with the Encoo SLA which can be found at <https://encoo.com.au/legal-documents>, as updated from time to time.

5. Cancellation of Managed Hardware

7.1. Any Managed Hardware should be returned to Encoo no later than 30 days from the date that the service is terminated, failure to do so may result in additional charges.

6. Early Terminations and Order changes

8.1. The customer must pay the remainder of the contract in full if they wish to terminate the agreement early.

8.2. The following charges are applicable for the withdrawal of an order during the provisioning phase

- a) Service not ordered with the upstream carrier, 20% of the total contract value including any CPEs or backup Access Services;
- b) Upstream carrier has accepted the order but has yet undertaken any design activities, 40% of the total contract value including any CPEs or backup Access Services;
- c) Upstream carrier has started the design but has yet to undertake any build activities, 80% of the total contract value including any CPEs or backup Access Services;
- d) Upstream carrier has commenced the build, a flat fee of \$20,000 ex GST;
- e) Immediately after the build phase before order completion, a flat fee of \$20,000 ex GST;

8.3. Changes to the project scope during the provisioning phase must be submitted to the Encoo project manager via a change request form. Additional fees may apply as determined by Encoo.

7. Exclusions and Force Majeure:

9.1. Encoo is not responsible for damage to any equipment after delivery, or for the operation of the equipment or the Services resulting from:

- a) manual repointing of the antenna;
- b) repair, modification, or disassembly of equipment by anyone other than Encoo, our upstream carriers or their authorised agent;

- c) failure to follow instructions, including by obstructing the Starlink Kit's field of view;
- d) fire, flood, wind, lightning, earthquake, weather, or other acts of nature or God;
- e) spills of food or liquids on equipment;
- f) planned or emergency maintenance on the network;
- g) problems with the Customer's electrical power or network equipment;
- h) misuse, abuse, accident, vandalism, alteration, or neglect;
- i) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the equipment;
- j) use in combination with devices not provided or approved by Encoo;
- k) inability to obtain or maintain necessary permissions, authorisations, or permits;
- l) events not reasonably within Encoo's control;
- m) with respect to any incident caused by your breach of the Agreement; or
- n) where you have failed to pay any Charges to us as and when due and payable.