Master Services Agreement – Wholesale Global Edge

Master Services Agreement - MSA ("MSA")

This MSA for the supply of wholesale Network Services on the Global Edge Network is made as of the date last signed below between Global Edge Network Pty Limited (ABN 60 152 238 714) of 1 Altona Street, West Perth, Western Australia, 6005 ("Global Edge") and the Customer identified below ("Customer").

Customer	
ABN/ACN or other identifier	
Address	
Country/State of Incorporation	
Primary Contact	
Phone	
Email	

This MSA includes the attached terms and conditions that will apply to the provision of Network Services by Global Edge to Customer from time to time pursuant to an executed Service Order ("Service Order") in accordance with clause 2. Except for those incorporated in a Service Order, any different or additional terms of a purchase order, confirmation, or other form signed by the parties after the date of this MSA shall have no force or effect.

Global Edge may request that any Global Edge Affiliate contract with Customer for the provision of Network Services under this MSA, on the same terms and conditions as are granted to Global Edge, by entering into an applicable Service Order with Customer. In such event, the Affiliate shall be deemed to be "Global Edge" for the purposes of that Affiliate's Customer Contract. By signing below the parties agree to the terms of this MSA.

EXECUTED by the parties as an agreement:

By Customer in accordance with section 127 of the *Corporations Act 2001* (Cth):	
Signature of authorised officer 1 & Date	Signature of authorised officer 2 & Date
Name of authorised officer 1	Name of authorised officer 2
By Global Edge in accordance with section 127 of the *Corporations Act 2001* (Cth):	
Signature of director & Date	Signature of director/secretary & Date
Name of director	Name of director/secretary

Signing Instructions: Complete the form, then use your PDF application's Fill & Sign feature (such as Adobe Acrobat Reader) to add your electronic signature before returning the completed agreement to Global Edge.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this MSA, unless the context requires otherwise, the following definitions apply:

"*Affiliate*" means any entity that directly, or indirectly through one or more intermediaries, is controlled by, is under common control with, or controls, a party. For purposes of this MSA, "control" means the ownership of or exercise of voting control or direction over shares, securities or other voting instruments of such entity carrying fifty percent (50%) or more of the unrestricted voting rights attached to all outstanding shares, securities or other voting instruments of such entity, or ownership or exercise of other rights or powers entitling the holder thereof to direct or to cause the direction of, or to manage, the affairs and business of such entity. "Controls", "controlled" and "controlling" each has a similar meaning.

"*Billing Dispute*" means a dispute relating to a Fee and/or an invoice issued by Global Edge.

"*Business Day*" means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in Western Australia, excluding Saturdays, Sundays and public holidays.

"*Cancellation Charge*" has the meaning given in clause 11.4.

"*Cash Deposit*" has the meaning given in clause 9.

"*Commencement Date*" means the date of this MSA, being the date last signed on the cover page.

"*Confidential Information*" means all information (in whatever format) designated as such by either party, and any information which relates to the business, affairs, customers, products, developments, trade secrets, know-how, networks, configurations and technical specifications of either party and which may reasonably be regarded as the confidential information of the disclosing party. Confidential Information expressly includes this MSA and any Service Orders, but excludes information that is publicly known other than as a result of a breach of the obligations of confidentiality under this MSA.

"*Customer Contract*" means the contract formed in accordance with clause 2 in respect of a particular Service Order, comprising this MSA, the relevant Service Order, any applicable Product Description, and any Service Schedule attached to or incorporated in that Service Order.

"*End User*" means any person who acquires Network Services (or part thereof) from Customer and uses those Network Services (with or without Customer's authorisation).

"*Fault*" means any inconsistency in the performance of a Network Service provided to Customer that impacts use of that Network Service.

"*Fees*" means the charges payable for any Network Service as set out in a Service Order or Service Schedule, and includes out-of-pocket expenses payable under this MSA.

"*Force Majeure Event*" means an event or cause beyond the reasonable control of the party claiming force majeure, including without limitation fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts, computer viruses, internet failures, judicial action, unavailability or shortages of labour, materials or equipment, failure or delays in delivery of vendors and suppliers, or delays in transportation.

"*Global Edge*" means Global Edge Network Pty Limited (ABN 60 152 238 714) and any Affiliate of Global Edge that contracts with Customer under this MSA.

"*Global Edge Equipment*" means any equipment owned by Global Edge and/or provided by Global Edge to Customer for use in connection with a Network Service, other than equipment supplied by Global Edge to Customer by outright sale.

"*Global Edge Network*" means Global Edge's wholesale data communications network platform, marketed as Global Edge, and any other telecommunications network used by Global Edge or its Affiliates to provide the Network Services.

"*Governing Agreement*" means, in respect of a Network Service, this MSA (where the Network Service is acquired under a Service Order executed under this MSA) or the Global Edge Network Service Standard Terms & Conditions (where the Network Service is acquired via the Global Edge website).

"*Intellectual Property Rights*" means all trademarks, service marks, trade secrets, patents, patent applications, copyrights, moral rights, designs, database rights, and any other proprietary rights, whether or not registered and including applications for registration.

"*Interest Rate*" means, at a particular date, 3% above the Commonwealth Bank Corporate Overdraft Reference Rate published on the first day of the month in which that particular date falls.

"*Initial Period*" means, in respect of an Individual Network Service, the period specified as the "Initial Period" or "Minimum Period" in the relevant Service Order, deemed to commence on the date that Global Edge commences provision of that Individual Network Service. Where no such period is specified, the Initial Period is twelve (12) months.

"*Individual Network Service*" means a particular Network Service ordered and supplied under a Service Order.

"*Network Service*" means a data communications connection between at least two points of presence on the Global Edge Network, or between a Global Edge point of presence and a point of presence operated by a third party, supplied by Global Edge to Customer pursuant to a Customer Contract, including any associated provisioning, monitoring and Fault management activities.

"*Product Description*" means a document published by Global Edge from time to time setting out the features, technical details, support arrangements, service commitments, and service levels for a particular type of Network Service.

"*Service Order*" means a Service Order for the purchase of one or more Network Services in accordance with Global Edge's standard format, as notified by Global Edge from time to time, and which has been accepted by Global Edge.

"*Service Order Withdrawal Charge*" means a charge that is the sum of (a) all costs incurred by Global Edge in respect of the Individual Network Service(s) being cancelled by Customer; and (b) all costs committed to by Global Edge in respect of the Individual Network Service(s) being cancelled by Customer, up to and including the date on which Customer notifies Global Edge in writing that it is cancelling the order, or otherwise withdraws or cancels the order.

"*Service Credit*" means a dollar-value credit, calculated in accordance with the Service Levels in clause 8, that Global Edge may credit back to Customer's account and apply to the specific Individual Network Service impacted. A Service Credit may only be claimed by Customer where Customer's account is not in default.

"*Service Levels*" means the service levels (including availability targets, response and restoration targets, and Service Credit regimes) that apply to the relevant Network Service, as set out in clause 8 and the relevant Service Order, Product Description or Service Schedule.

"*Service Schedule*" means a schedule relating to the provision of a particular type of Network Service under this MSA, as updated by Global Edge from time to time. A Service Schedule may override this MSA only to the extent expressly stated and only in respect of the Network Service it describes.

"*Site*" means a location identified in the relevant Service Order at which a Network Service is delivered.

"*Tax*" means any tax, levy, impost, charge, rate, duty or withholding which is imposed by a government authority (Local, State, Federal or otherwise) from time to time, including any stamp, value added, goods and services or transaction tax, duty or charge (including GST), excluding taxes on profit or capital gains.

"*Third Party Supplier*" means a carrier, carriage service provider or equipment supplier (other than Global Edge or a Global Edge Affiliate) used by Global Edge in the supply of a Network Service.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

(a) the singular includes the plural and conversely;

(b) the word "includes" and "including" are not words of limitation;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a clause is a reference to a clause of this MSA;

(e) a reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it, and any regulation or statutory instrument issued under it;

(f) a reference to a party includes its successors and permitted assigns;

(g) a reference to dollars or $ is to Australian currency;

(h) a reference to a "day" or a "month" is to a calendar day or calendar month, as applicable;

(i) all representations, warranties and indemnities are continuing and survive termination or expiry of this MSA or a Customer Contract;

(j) in the event of any inconsistency between the documents comprising a Customer Contract, the order of priority is, firstly the Service Order, then any Service Schedule, then any applicable Product Description, then this MSA;

(k) in the event of any inconsistency between two or more Service Orders for the same Individual Network Service, the most recent Service Order prevails.

2. INCORPORATION OF TERMS AND CONDITIONS

The terms and conditions in this MSA are incorporated into each Service Order executed by the parties and they shall together form a separate contract (the "Customer Contract"). If there is any inconsistency between the documents comprising a Customer Contract, they take precedence in the following order: firstly, the Service Order, then any Service Schedule, then any applicable Product Description, then this MSA, in each case to the extent of the inconsistency.

3. SUPPLY OF NETWORK SERVICES

3.1 Provision of Network Services

If the parties have executed a Customer Contract for the supply of Network Services, Global Edge will provide the Network Services to Customer using the Global Edge Network on the terms of the relevant Customer Contract. In doing so, Global Edge will:

(a) maintain the Global Edge Network in such a fashion that it is suitable for the supply of the Network Services purchased by Customer, including obtaining all required authorisations, permits and licences to build and operate the Global Edge Network;

(b) perform any planned Global Edge Network maintenance, including augmentation;

(c) provide Customer with no less than seven (7) days written notice of any proposed reduction to the functionality of a Network Service;

(d) identify the root cause and location of Faults, inclusive of invasive testing of the affected Network Service;

(e) where applicable, re-route an impacted Network Service in order to restore the service, and subsequently return the Network Service to its original path once the impacted network issue has been resolved; and

(f) comply with all relevant laws and any directions of a regulator relating to the Network Services.

3.2 Customer obligations

Customer will use the Network Services (and will ensure that its End Users use the Network Services) in accordance with this MSA and all applicable laws. Customer will:

(a) assist Global Edge and its personnel to comply with their obligations under this MSA, and assist Global Edge and its personnel to safely, efficiently and legally provision, supply and access Sites, equipment, data and information;

(b) provide Global Edge with reasonably requested information regarding the nature of any Fault or service incident;

(c) ensure that all equipment used by Customer in connection with a Network Service has suitable space and power, and complies with all laws, regulations and any reasonable Global Edge requirements;

(d) not use or attempt to use any Network Service, or allow an End User to use any Network Service, other than for its intended purpose, to break laws, to infringe upon anyone else's rights, to harm property or people, or in a way that damages, interferes with or interrupts the Network Service, the Global Edge Network or any supplier; and

(e) comply with all relevant laws and directions of a regulator relating to each Network Service.

3.3 End Users

Customer must enter into all contracts with End Users ("End User Contracts") on Customer's own account. Customer is responsible for all billing, collection and first-line customer support under those End User Contracts. Customer must ensure that End User Contracts make no reference to Global Edge, and Global Edge shall not bear any liability to an End User under any End User Contract.

3.4 Amendment of this MSA

Global Edge may amend any part of this MSA at any time without Customer's consent where the amendment (a) does not have a material adverse impact upon Customer's rights under this MSA (in Global Edge's reasonable opinion); or (b) relates to a change to a Network Service required by Global Edge for technical or regulatory reasons. All other amendments must be in writing and signed by both parties.

4. GLOBAL EDGE EQUIPMENT

4.1 Use of Global Edge Equipment

Where Global Edge provides Customer with Global Edge Equipment in connection with a Network Service:

(a) Customer must use Global Edge Equipment in accordance with any reasonable directions of Global Edge notified from time to time;

(b) Customer must not tamper with the Global Edge Equipment, and will notify Global Edge promptly upon becoming aware of any damage to or malfunction of the Global Edge Equipment or that any Global Edge Equipment requires maintenance;

(c) Global Edge may, on reasonable notice and at Global Edge's cost, change, modify, replace or remove the Global Edge Equipment in its absolute discretion; and

(d) Global Edge may, from time to time, request access to the Global Edge Equipment for the purpose of servicing or replacement, and Customer agrees to provide such access within a reasonable timeframe.

4.2 Title to Global Edge Equipment

If Global Edge has provided any Global Edge Equipment to Customer, then:

(a) the Global Edge Equipment always remains the property of Global Edge or its supplier (as the case may be);

(b) Customer will not enter into any agreement for the transfer, sale, mortgage, granting of any security interest, or other dealing in connection with the Global Edge Equipment, and will keep the Global Edge Equipment free from any charge, mortgage, lien or encumbrance and make it clear to third parties that the Global Edge Equipment belongs to Global Edge;

(c) Customer will not, without Global Edge's prior written consent, remove or obscure any identification marks on the Global Edge Equipment;

(d) Customer will only use the Global Edge Equipment at the location stipulated by Global Edge and will not part with possession of the Global Edge Equipment except to return it to Global Edge;

(e) Customer will allow Global Edge to enter Customer's (or, where applicable, its landlord's) premises and remove the Global Edge Equipment upon expiry or termination of the relevant Customer Contract; and

(f) Customer will return the Global Edge Equipment to Global Edge's possession as soon as practicable in accordance with any Global Edge request to do so where the Global Edge Equipment is no longer used by Customer or the relevant Customer Contract has expired or been terminated.

4.3 Customer's responsibilities for Global Edge Equipment

Customer bears the risk of loss or damage to the Global Edge Equipment from the date of delivery of such equipment to Customer's premises (or when Customer collects it). Customer indemnifies Global Edge in respect of any such loss or damage. Global Edge may charge Customer, in accordance with Global Edge's standard time and materials rates, for any repair, maintenance or replacement of Global Edge Equipment which is required other than as a result of normal wear and tear. Customer will make available an adequate power supply and environment (including air conditioning) for the operation of any Global Edge Equipment.

5. ORDERING AND ACCEPTANCE

5.1 Service Orders

During the term of this MSA, Customer may order Network Services or additional service quantities at any time from Global Edge by submitting a Service Order to Global Edge. A Service Order constitutes a binding offer from Customer capable of acceptance by Global Edge. If for any reason Global Edge cannot provide the Network Service or the additional service quantity in accordance with the Service Order, Global Edge will notify Customer in writing. If Global Edge accepts the Service Order, Global Edge shall provide the relevant Network Service to Customer on the terms of the Service Order, the relevant Service Schedule and this MSA.

5.2 Service Order Withdrawal

Customer acknowledges and agrees that if Customer withdraws or cancels (a) one or more Individual Network Services from a Service Order; or (b) a Service Order in its entirety, before Global Edge has completed provisioning the relevant Individual Network Service(s) or Service Order, Customer will be liable for and must pay to Global Edge a Service Order Withdrawal Charge.

6. FAULT REPORTING

6.1 Procedures

Customer must report any Faults in accordance with the procedures notified by Global Edge for fault reporting. Customer acknowledges and agrees that Global Edge will only respond to Faults reported in accordance with those procedures. Customer is required to report to Global Edge any error or failure by Global Edge in respect of the delivery and performance of the Network Services as set out in the relevant Customer Contract.

Global Edge reserves the right to charge Customer at Global Edge's then-current commercial rates for fault restoration services if Global Edge responds to a request from Customer and Global Edge is able to demonstrate that (a) the failure to provide the Network Service to Customer or in respect of any End User was not due to a matter for which Global Edge is responsible; and (b) the fact that Global Edge is not responsible for that matter would have been disclosed upon reasonable investigation by Customer.

6.2 Fault Restoration Exclusions

Global Edge's Fault restoration obligations do not extend to Faults caused as a result of:

(a) any fault in equipment, cabling or any network unit which does not form part of the Global Edge Network or which is not owned by Global Edge or its Affiliates;

(b) damage due to causes external to the facilities used by Global Edge to provide the Network Service;

(c) interference;

(d) a Force Majeure Event; or

(e) planned outages or scheduled maintenance.

Global Edge is not responsible for rectifying Faults where the Fault arises in or is caused by its suppliers and is outside Global Edge's reasonable control, but Global Edge will use reasonable endeavours to request that suppliers rectify such Faults. Customer is responsible for repairing faults relating to equipment which is not owned by Global Edge.

6.3 Maintenance

Global Edge and its suppliers will, from time to time, conduct scheduled or unscheduled maintenance which may interfere with the provision of Network Services. Global Edge will use

its best endeavours to provide Customer with ten (10) Business Days' notice of any scheduled maintenance where reasonably possible. Global Edge will use reasonable efforts to rectify identified Faults within a reasonable period.

7. SUPPORT

7.1 Help Desk

Provided Customer has paid all Fees owing under any Service Order entered into by Customer with Global Edge, and subject to the exclusions in clause 7.4, Global Edge will provide Customer with email access to trained Global Edge staff (the "Global Edge Help Desk") to enable Customer to record Faults, incidents and queries relating to the Network Services as tickets. The Global Edge Help Desk will:

(a) record Faults, incidents and queries relating to the Network Services as tickets in accordance with clause 7.2;

(b) refer each recorded ticket to specialist teams organised based on their knowledge of the particular Network Service and technical environment;

(c) ensure all reported tickets are managed effectively and efficiently;

(d) report progress on reported tickets upon request; and

(e) maintain proactive communications with Customer.

7.2 Severities and Priorities

All Fault and incident reports are entered and managed via Global Edge's support ticketing system and are assigned a case priority. Case priority relates to the severity of business impact and governs the management of Faults. Priority is determined for Global Edge support based on the following definitions:

Fault Priority Definitions		
P0	**Default**	All Faults fall under this Priority unless otherwise defined.
P1	**Critical**	Complete failure of a Network Service resulting in a total outage of the affected circuit(s).
P2	**Serious**	Serious impairment of a Network Service that results in significant degradation of throughput, latency, jitter or availability across multiple sites.
P3	**Significant**	Localised loss of service to a single site, or intermittent performance degradation on a single circuit.
P4	**Minor**	Minor or cosmetic issues, configuration assistance, or queries that do not materially affect the operation of a Network Service.

The following table sets out the default target response times for Faults:

Priority	Resource Allocation	Target Initial Response
P0	8 x 5 until resolved	16 hours
P1	8 x 5 until resolved	16 hours
P2	8 x 5 until resolved	16 hours
P3	8 x 5 until resolved	16 hours
P4	Global Edge's discretion	1 week

After-hours support and faster response times than those set out above are only available if specified in a Service Order or Service Schedule.

7.3 Assumptions and Constraints

Office hours are 9am to 5pm AWST (GMT+8). After-hours response times are from on-call resources. Fault notifications must be placed via the official Global Edge service desk email address. Requests that are not submitted to the service desk email address are not measured within the terms of the Service Levels. The Service Levels are only applicable if Customer has paid all Fees and charges invoiced up to 60 days prior to the incident occurring, excluding any amounts disputed in good faith prior to the incident. Where a workaround is provided in response to a Fault, the remaining degradation of business operations is to be evaluated at the next priority level down until a match is found. Global Edge is entitled to request (a) closure of a ticket where Customer fails to acknowledge a fix or workaround within a reasonable period (3 Business Days) from its provision; and (b) that ticket severity be downgraded where Customer fails to respond to requests for further information, actions or traces within a reasonable period (1 Business Day).

7.4 Exclusions

Global Edge is entitled (at its discretion) to refuse to provide support or to charge additional fees on a time and materials basis if (a) Customer fails to provide authorisation, approvals or information necessary for Global Edge to resolve a ticket or adequate access to a Site as required; (b) Customer fails to provide trained personnel capable of assisting in the resolution of a ticket; (c) despite reasonable efforts of Global Edge and Customer, the Fault reported cannot be replicated or otherwise identified; (d) Customer is in default of any Service Order under this MSA and has not remedied the breach within the time required; or (e) the Fault is caused by, or its extent or impact worsened by, any of the matters set out in clause 6.2.

8. SERVICE LEVELS

8.1 Service Level commitments

Global Edge will use its best endeavours to provide the Network Services in accordance with the Service Levels set out in the relevant Customer Contract. The specific availability targets, restoration targets and Service Credit regime applicable to each Individual Network Service will be set out in the relevant Service Order or Service Schedule, and supplement (but do not replace) the targets in clause 7.2.

8.2 Service Credits

Where Global Edge fails to meet a Service Level in respect of an Individual Network Service in a given calendar month, Customer may claim a Service Credit calculated in accordance with the relevant Service Schedule. A Service Credit:

(a) is the sole and exclusive financial remedy available to Customer for a failure by Global Edge to meet a Service Level;

(b) is applied as a credit against future Fees payable for the affected Individual Network Service, and is not redeemable for cash;

(c) must be claimed by Customer by written notice to Global Edge within 30 days after the end of the calendar month in which the Service Level failure occurred; and

(d) may only be claimed where Customer's account is not in default and Customer has paid all Fees invoiced up to 60 days prior to the relevant Service Level failure (excluding amounts disputed in good faith).

8.3 Service Level exclusions

The Service Level commitments do not apply to any unavailability or performance issue of a Network Service that:

(a) occurs as a result of a planned maintenance event;

(b) is caused by factors outside of Global Edge's reasonable control, including any Force Majeure Event;

(c) results from any actions or inactions of Customer, an End User or any third party; or

(d) results from Customer equipment, software or other technology that is the responsibility of Customer, an End User or any third party.

If availability is impacted by factors other than those used in the availability target calculation, Global Edge may issue a Service Credit considering such factors at its discretion.

8.4 No other warranty as to performance

Global Edge does not warrant or represent the performance, accuracy, reliability or continued availability of any Network Service or that any Network Service will operate free from faults, errors or interruptions. Customer acknowledges that Network Services may not be available from time to time as a result of factors including capacity constraints, electromagnetic interference, adverse weather conditions, excessive network use, equipment failure, Force Majeure Events or maintenance activities, and that in such circumstances Global Edge is not obliged to supply the Network Services. Customer's sole remedy for any failure by Global Edge to meet a Service Level is the Service Credit regime in this clause 8.

9. SECURITY

From time to time and for any reason, Global Edge may request that Customer provide security (a "Cash Deposit"). If Customer does not provide the Cash Deposit within five (5) Business Days of the request, then, notwithstanding anything else in this MSA and without liability, Global Edge may cease, refrain from, or refuse to supply some or all of the Network Services to Customer, in which case Global Edge's obligations under this MSA will become conditional upon receipt of the Cash Deposit. The request may be made by Global Edge prior to the supply of any Network Service. Any Cash Deposit will be held by Global Edge on account of Fees payable by Customer pending supply of Network Services and any other amounts that may become payable by Customer under this MSA. Global Edge may deduct the Fees and other amounts payable by Customer from the Cash Deposit in the event Customer fails to pay such amounts by the due date or this MSA is terminated. Customer will ensure that the original Cash Deposit amount is restored within two (2) Business Days of any such deduction.

10. FEES AND PAYMENT

10.1 Fees

The Fees payable by Customer for the Network Services are payable in accordance with this clause 10 and as set out in the relevant Service Order, Service Schedule, or as otherwise agreed in writing between the parties from time to time. Customer agrees that Global Edge may pass on any increases or special/once-off Third Party Supplier charges incurred by Global Edge (or any of its Affiliates) without notice where such charges impact the cost of supply of the Network Services to Customer. Other than amendments to Fees permitted by this MSA, Fees for Network Services the subject of an accepted Service Order will be fixed for the Initial Period of that Service Order and will not be retrospectively changed. At any time after expiry

of the Initial Period, Global Edge may vary the Fees for that Network Service upon 30 days' prior written notice.

Customer will be liable for all Fees, whether or not Customer authorised the particular use of the Network Services by another person, including Fees resulting from a hacking incident or other breach of security, viral infection of any computer or related equipment, attacks from the internet, denial-of-service attacks, account or password misuse, and misuse of the Network Service by third parties including Customer's employees and contractors.

10.2 Payment

Customer must pay all amounts owing by Customer under this MSA by electronic transfer, cheque or other means specified on the invoice, and without set-off, counterclaim or deduction. Payments by credit card may only be made with Global Edge's prior written approval and will incur an additional processing fee equal to any fee Global Edge incurs for processing the credit card payment.

Customer must pay all Fees (and any other amounts payable in accordance with this MSA) set out in Global Edge's invoice within thirty (30) days of the date of the invoice. If Customer fails to pay Global Edge within this period, Customer will pay interest on the outstanding amount at the Interest Rate, which accrues daily from the due date until the date payment in full is received by Global Edge. Customer is liable to pay Global Edge all reasonable expenses (including legal costs and the fees of Global Edge's debt recovery agents) incurred by Global Edge in relation to recovering payments due under this MSA. Global Edge may suspend performance of any Network Service if any portion of an invoice under the relevant Customer Contract is not paid when due and is not the subject of a genuine dispute. Global Edge will not be obliged to resume performance until the outstanding invoice is paid.

10.3 Billing Disputes

If Customer wishes to raise a Billing Dispute in respect of an invoice or a Fee contained in an invoice, Customer must lodge that Billing Dispute in writing to Global Edge within sixty (60) days of the date of the invoice to which the dispute relates. Customer must only initiate a Billing Dispute in good faith and, pending its resolution, must pay the undisputed portion of the invoice in full in accordance with this MSA. Any Billing Dispute that does not comply with this clause is invalid, and Global Edge is under no obligation to consider it. Nothing in this clause limits Global Edge's rights to commence proceedings at any time to recover amounts owed by Customer to Global Edge, or Global Edge's right to suspend or terminate Network Services in accordance with this MSA.

10.4 Taxes

The Fees are exclusive of all applicable Taxes. Customer will pay any applicable Tax (including GST) in addition to the Fees. Global Edge may invoice Customer for the amount of any applicable Taxes and Customer shall pay that amount in accordance with this clause 10. In the event that withholding tax is payable in relation to any supply of Network Services under a Customer Contract, Customer shall increase the amount of any payment to Global Edge so that the amount actually received by Global Edge is no less than the Fee that would otherwise have been received.

11. TERM AND TERMINATION

11.1 Term

Unless terminated earlier in accordance with this clause 11, the term of (a) this MSA will begin on the Commencement Date and continue until terminated in accordance with clause 11.2

or 11.3; and (b) each Individual Network Service ordered under a Customer Contract will commence on the date Global Edge commences provision of that Individual Network Service and continue for the Initial Period, after which it will automatically renew for successive periods of one (1) month each unless and until terminated by either party by giving the other party thirty (30) days' prior written notice or otherwise in accordance with this clause 11.

11.2 Termination of this MSA for convenience

Either party may terminate this MSA for convenience by giving the other party sixty (60) days' written notice. Termination of this MSA does not, of itself, terminate any Customer Contract or Individual Network Service then in force; each Customer Contract continues unaffected until terminated in accordance with its terms or this clause 11.

11.3 Termination for cause

Customer may terminate all or any Individual Network Services by notice in writing to Global Edge if Global Edge materially breaches the relevant Customer Contract in relation to that Individual Network Service and fails to remedy the breach within fourteen (14) days of receipt of written notice from Customer requiring the breach to be remedied. Global Edge may, in its absolute discretion and without prejudice to its other rights and remedies, immediately cease, limit or suspend the supply of any Network Service (temporarily or permanently and without prior notice) and/or immediately terminate this MSA and any or all Customer Contracts by notice in writing to Customer if:

(a) Customer fails to pay any sum payable under a Customer Contract by the due date for payment and does not remedy that failure within seven (7) days of written notice;

(b) Customer breaches any provision of this MSA or a Customer Contract which is not capable of remedy, or which is capable of remedy and is not remedied within seven (7) days of written notice;

(c) Customer fails to provide any Cash Deposit amount required under clause 9 within the period specified;

(d) any step is taken for Customer's winding up, dissolution or administration, or Customer entering into any arrangement, compromise or composition with or assignment for the benefit of its creditors, except for the purposes of a solvent reconstruction or amalgamation;

(e) a receiver, receiver and manager, controller, administrator or similar officer is appointed with respect to, or takes control of, Customer or any of its assets;

(f) in Global Edge's reasonable opinion there has been a material adverse change in Customer's financial position since the Commencement Date;

(g) Global Edge believes it is necessary to do so to comply with any law or an order or request of any government or regulatory body, to protect any person, equipment or the Global Edge Network, and/or to attend to any emergency;

(h) Global Edge is unable to supply, or continue to supply, Customer with the Network Services due to the cancellation, suspension or termination of any agreement with its suppliers, for whatever reason; or

(i) a Force Majeure Event prevents either party from performing all or substantially all of its obligations under the relevant Customer Contract (other than an obligation to pay money) for a continuous period of more than thirty (30) days.

Global Edge may, but is not obliged to, arrange for the suspension of a Network Service without notice to Customer in circumstances where Global Edge reasonably suspects that there has

been unauthorised use of the Network Service (including as a result of a hacking incident or fraudulent or illegal use).

11.4 Cancellation Charges

Customer will be liable to pay a Cancellation Charge if:

(a) Customer terminates all or any Individual Network Services, or this MSA, before the end of the Initial Period, other than for cause under clause 11.3; or

(b) Global Edge terminates all or any Individual Network Services, or this MSA, prior to the end of the Initial Period in accordance with clause 11.3.

Unless expressly stated otherwise in a Service Schedule, a Cancellation Charge is an amount equal to one hundred percent (100%) of all Fees that, but for the early termination, would have been payable by Customer under the relevant Service Order between the date of the termination and the end of the Initial Period. Customer acknowledges and agrees that, except where Customer validly terminates for cause under clause 11.3, the full amount payable under the Service Order for the Initial Period is a debt due and payable to Global Edge, and that this reflects the agreed allocation of risk and the basis on which the Fees were set.

11.5 Effect of termination

On termination of this MSA or any Customer Contract, all unpaid sums owing by each party will immediately become due and payable. The party owing any money not paid within two (2) Business Days of the date of termination will be liable to reimburse the other party for all reasonable legal costs and disbursements incurred by the other party in the recovery of such sums. On termination, Customer must immediately discontinue any use of Global Edge's Confidential Information (and must return or destroy such Confidential Information if directed to do so by Global Edge), and Customer must not hold itself out as having any continuing relationship with Global Edge and must immediately cease use of any trade mark or name used by Global Edge or its Affiliates.

11.6 Survival

The clauses labelled Definitions, Confidentiality, Limitation of Liability, Cancellation Charges, Effect of Termination, Intellectual Property Rights, and General will survive expiry or termination of this MSA or any Customer Contract for any reason.

12. WARRANTIES AND DISCLAIMERS

12.1 Mutual warranties

Each party represents and warrants to the other party that (a) it is duly incorporated under the jurisdiction of its incorporation, with all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as currently conducted; (b) it has full power and all necessary rights to enter into this MSA and to perform its obligations in accordance with its terms; and (c) none of the events of insolvency or external administration described in clause 11.3(d) to (f) has occurred or is subsisting or threatened in relation to it.

12.2 Network Services

Global Edge does not warrant or represent the performance, accuracy, reliability or continued availability of any Network Service or that any Network Service will operate free from faults, errors or interruptions. To the extent permitted by law, all terms, conditions and warranties that may be implied into this MSA, statutory or otherwise, relating to the provision of the Network Services by Global Edge are excluded. To the extent that any Third Party Supplier products or services are provided to Customer under a Customer Contract, the warranties provided to

Customer will be limited to those that Global Edge is able to obtain from the relevant Third Party Supplier.

12.3 Liability for non-excludable terms

Global Edge's liability for breach of any term, condition or warranty, or under any remedy implied by law, which cannot be lawfully excluded, will be (a) limited (if permitted by law), at Global Edge's option, to the re-supply of the Network Services or the payment of the cost of having the Network Services re-supplied; and (b) reduced to the extent that such liability is caused by Customer's negligent acts or omissions or a breach by Customer of the terms of this MSA.

13. LIMITATION OF LIABILITY AND INDEMNITY

13.1 Customer's indemnity

Customer indemnifies Global Edge and its Affiliates, and will keep Global Edge and its Affiliates fully indemnified, from and against any losses, damages, costs and expenses (including legal costs assessed on a solicitor and client basis) which Global Edge and/or its Affiliates may suffer or incur arising out of or in connection with any action or claim brought by Customer or a third party against Global Edge and/or its Affiliates which relates to or arises out of Customer's (or any of Customer's End Users') use of the Network Services, including as a result of (a) the transmission of any illegal, fraudulent or offensive material by Customer (or any End User); (b) any breach of this MSA by Customer; or (c) any wilful, unlawful or negligent act or omission by Customer (or any End User).

13.2 Limitation of liability

Subject to clause 12.3, each party's total cumulative liability, whether in contract or tort, negligence or otherwise, in connection with any Customer Contract will not exceed the total Fees paid by Customer to Global Edge for the affected Network Service(s) in the twelve (12) month period immediately preceding the relevant cause of action accruing (or, if there is more than one cause of action, the last cause of action accruing).

In no event will either party be liable for any consequential, indirect, exemplary, special or incidental damages (including additional costs arising from delay or increased inefficiency, loss of contracts, loss of use, loss of data, loss of profits, loss of revenue, loss of anticipated savings, loss of production, business interruption, damage to reputation or lost opportunity), arising from or relating to this MSA or any Customer Contract (including arising from negligence), regardless of whether the loss was within the contemplation of the parties at the time of entering into the Customer Contract.

Global Edge and its Affiliates have no liability to Customer, any End User or to any other person, for (a) the acts or omissions of any third party, including Third Party Suppliers engaged by Global Edge for the purpose of supplying or maintaining a Network Service; (b) Faults or defects in Network Services which are caused by Customer's own conduct or misuse, or the conduct or misuse of Customer's End Users; (c) Faults or defects that arise in telecommunication services provided to Customer other than under this MSA; (d) Faults or defects in the Network Services that arise due to equipment or cabling owned or leased by Customer or an End User; or (e) Faults or defects in the Network Services that arise due to a failure by Customer or any third party (other than a contractor or agent engaged by Global Edge) to appropriately maintain any equipment or cabling relevant to the supply of the Network Services.

Each party acknowledges that the Fees reflect the allocation of risk between the parties and that the other party would not enter into this MSA or any Customer Contract without these

limitations on liability. These limitations apply even if any other remedy fails of its essential purpose. In no event will Customer or any of its Affiliates raise any claim relating to or under this MSA or any Customer Contract more than two (2) years after the discovery of the circumstances giving rise to such claim.

14. CONFIDENTIALITY

14.1 Use

Subject to clause 14.2, each party shall (a) only use the Confidential Information of the other party for the purposes of the relevant Customer Contract; (b) only disclose Confidential Information to a third party with the prior written consent of the other party; and (c) ensure that any third party to whom Confidential Information is disclosed is under similar obligations of confidentiality.

14.2 Exceptions

Clause 14.1 does not apply to any Confidential Information that (a) is in or comes into the public domain other than by breach of this clause 14; (b) is or has been independently generated by the recipient party; or (c) is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction, or that of a competent regulatory body or stock exchange. A party may also make a disclosure of the other party's Confidential Information to its professional advisers (including legal and financial advisers, financiers and insurance carriers), to credit reporting agencies for credit purposes, or to its employees who need to know, in each case where the recipient is bound by obligations of confidentiality consistent with this clause 14.

15. INTELLECTUAL PROPERTY RIGHTS

Acquiring Network Services from Global Edge does not give Customer any ownership or other property rights in the Global Edge Network or any Global Edge Equipment. Any Intellectual Property Rights owned by either party prior to the Commencement Date, or developed independently of this MSA by either party, will continue to be owned by Customer or Global Edge, as the case may be. Global Edge either owns the Intellectual Property Rights in the Network Services provided to Customer or, where Global Edge uses any Intellectual Property Rights belonging to anyone else, has a licence to do so. Customer acknowledges that none of Global Edge's Intellectual Property Rights are transferred to Customer and that, unless specifically authorised by this MSA, Customer cannot and will not use or reproduce any such Intellectual Property Rights for any purpose outside this MSA. All Intellectual Property Rights in any improvements or changes to any Network Service devised or made by anyone during the period Global Edge is providing the Network Service to Customer belong to Global Edge.

16. GENERAL

16.1 Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations under this MSA or a Customer Contract (other than an obligation to pay money) which is due to a Force Majeure Event. The non-performing party will be excused from further performance of the obligations affected by the Force Majeure Event for so long as the Force Majeure Event continues.

16.2 Compliance

Each party shall comply with all relevant local, State and Commonwealth laws and regulations and any registered industry-based codes of practice. Each party must provide the assistance the other party reasonably requires to comply with those laws, regulations and codes. Customer must comply with its obligations under the Privacy Act 1988 (Cth) and must ensure that all personal information of End Users is handled in accordance with the Privacy Act. Customer will comply with any reasonable direction of Global Edge with respect to the collection, use, disclosure, storage and disposal of personal information.

16.3 Assignment

Global Edge may assign any of its rights and obligations under this MSA or a Customer Contract without Customer's consent. Customer cannot assign any of its rights and obligations under this MSA or a Customer Contract without Global Edge's prior written consent, and any attempt to do so without that consent (which Global Edge may withhold in its sole discretion) shall be deemed a material breach of the relevant Customer Contract. Global Edge may have subcontractors or other agents meet any of its obligations under this MSA but Global Edge will remain liable to Customer for satisfying those obligations.

16.4 Notices

All notices, consents and approvals under this MSA must be in writing and delivered by courier, by email, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on the cover page of this MSA, unless otherwise directed in the relevant Customer Contract. Notices are effective on receipt or, if sent by email, upon confirmation of receipt or on the first to occur of an email acknowledgement from the recipient's information system showing that the notice has been delivered to the relevant email address and the time the notice is first opened or read by the recipient. Either party may change its address by giving written notice of the new address to the other party.

16.5 Dispute Resolution

Upon any dispute, controversy or claim between the parties relating in any way to a Customer Contract (other than a Billing Dispute or a dispute relating to a confidentiality violation or an Intellectual Property Right), each of the parties will designate a representative from senior management to attempt to resolve such matter. The designated representatives will negotiate in good faith to resolve the dispute over a period of thirty (30) days. If the dispute is not resolved in that 30-day period, the parties shall submit the matter to binding arbitration in Perth, Western Australia, in accordance with the Commercial Arbitration Act 2012 (WA), by a single arbitrator independent of both parties who is skilled in the legal and business aspects of the telecommunications industry. Disputes regarding Intellectual Property Rights or a confidentiality violation shall be resolved in the courts of Perth, Western Australia, in accordance with the laws of Western Australia and the Commonwealth of Australia. Nothing in this clause prevents a party from seeking urgent interlocutory relief.

16.6 Governing Law

Each Customer Contract and any claims related to it will be governed by the laws of Western Australia and, regarding Intellectual Property Rights or confidentiality, by Australian Commonwealth laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any Customer Contract. Any court action or civil proceeding arising from or relating to any Customer Contract must be brought in Perth, Western Australia, and each party irrevocably submits to the jurisdiction and venue of the courts of Perth, Western Australia.

16.7 Waivers

All waivers must be in writing. Any waiver or failure to enforce any provision of any Customer Contract on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.8 Entire Agreement

Each Customer Contract is the complete agreement between the parties regarding the subject matter of that Customer Contract and replaces any prior oral or written communications between the parties relating to that Customer Contract.

16.9 Independent Contractor

In all matters relating to any Customer Contract, Global Edge will act as an independent contractor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party. This MSA does not constitute any party the agent of the other party or imply that the parties intend to constitute a partnership, joint venture or other form of association.

16.10 Severability

If any provision of this MSA or a Customer Contract is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

16.11 Counterparts

This MSA and any Customer Contract may be executed in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

16.12 Affiliate Beneficiaries

Global Edge may provide the Network Services to Customer through the use of any of its Affiliates, and/or invoice Customer via its Affiliates. Customer acknowledges that any debt Customer owes under this MSA is a debt owed to Global Edge, and that Global Edge may take any necessary action in relation to any such debt notwithstanding that the right or obligation giving rise to that debt has been satisfied by an Affiliate, or that the invoice for that debt has been provided to Customer by an Affiliate.

16.13 Press Releases

Neither party may issue press releases or make public statements or announcements regarding the other party, this MSA, any Customer Contract or the Network Services without the other party's prior written consent. Notwithstanding the foregoing, Customer consents to being included in any listing of Global Edge's current customers on Global Edge's website and marketing materials, as Global Edge may deem appropriate from time to time.

16.14 Non-Solicitation

During the term of each Customer Contract and for a period of twelve (12) months thereafter, no party to the Customer Contract shall (without the prior written consent of the other party) solicit, endeavour to entice, or offer to employ or engage (either directly or indirectly) any officer, employee or contractor of the other party who was involved in the provision, management or receipt of Network Services under, or relationship management in relation to, that Customer Contract. This shall not prevent any party from considering and accepting an application made in response to a recruitment advertisement published generally and not directed at officers, employees or contractors of the other party.

16.15 Set-off

Global Edge may, without prior notice to Customer, set off any amount owing by Customer (or any of Customer's Affiliates) to Global Edge under or in respect of this MSA and/or on any other account against any liability of Global Edge to Customer (or any of Customer's Affiliates) whether under or in respect of this MSA or on any other account. Customer is not, at any time, except as permitted by law, entitled to any right of set-off against Global Edge.

16.16 Contra Proferentem

This MSA and any Customer Contract may not be construed adversely to a party because that party prepared it.

16.17 Construction

The headings of clauses in this MSA are for convenience only and are not to be used in interpreting this MSA. As used in this MSA, the word "including" means "including but not limited to".

16.18 Costs

The parties must pay their own legal and related costs incurred in preparation of this MSA.

16.19 Further Assurance

Each party shall take all steps, execute all documents and do everything reasonably required by the other party to give effect to any of the transactions contemplated by this MSA or a Customer Contract.

[End of Standard Terms and Conditions]