

AXON SERVICES SERVICE DESCRIPTION

This Service Description ("**AXON Services**") contains the terms governing the provision of the AXON Services by Interactive Pty Ltd ABN: 17 088 952 023 of 461 Williamstown Road, Port Melbourne VIC 3207 ("**Interactive**") to the customer named in the DCBC SOW that applies to this Co-location Service Description ("**Customer**").

This AXON Services Service Description forms part of the Agreement, also containing the Master Services Agreement.

1 Terms of Services

- 1.1 Interactive will provide the AXON Services in accordance with this AXON Services Service Description on a non-exclusive basis, via a third party Provider engaged by Interactive on behalf of the Customer.
- 1.2 The AXON Services will be provided from the Customer Connection Date ("Service Start Date") for the Individual Term set out in the DCBC SOW.
- 1.3 For planning and pricing and ensuring continuity of service purposes:
 - (a) not less than 30 days before the end of the Individual Term or a current Extended Term either party may serve written notice on the other party stating it will not renew the Service; and
 - (b) If no such notices are served under clause 1.3(a) each Service renews for successive one-month terms (each an "Extended Term"), at the end of its Individual Term and each Extended Term.

2 AXON Services

- 2.1 Upon receipt of a Service Order Request from the Customer, Interactive will log into the Provider Portal and request that the Provider provision connectivity of the AXON Services to the Customer Rack.
- 2.2 Upon acceptance of the Service Order by the Provider and once the Provider has provisioned the requested connectivity, Interactive will connect the AXON Service to the nominated Customer Equipment.

3 Customer Responsibility

- 3.1 The Customer must submit a Service Order Request to Interactive and that request must identify where the AXON Service is to be delivered.
- 3.2 By submitting a Service Order Request to Interactive the Customer:
 - (a) warrants that the information set out in Service Order Request is true and correct;
 - (b) is making a binding offer to acquire the AXON Services from Interactive.
- 3.3 The Customer is solely responsible (at its cost) for:
 - (a) ensuring that the Customer's Equipment is compatible with the Provider Equipment;
 - (b) ensuring that all cabling (including Cross Connects) at the Interactive Facility between the Provider Equipment and the Customer's Equipment is established and maintained.

- 3.4 The Customer must:
- (a) follow all instructions and directions given or published by Interactive or the Provider in connection with the AXON Services or the Provider's Equipment;
 - (i) comply with all applicable laws and regulations;
 - (ii) comply with the rules or requirements of the Interactive Facility;
 - (iii) comply with all reasonable directions of Interactive or the Provider in connection with the Services; and
 - (iv) not take any action which may damage any Provider Equipment.
- 3.5 The Customer is responsible for all data accessed or transmitted using the AXON Services, including any requirements in relation to intellectual property rights in relation to such data.
- 3.6 The Customer acknowledges that it bears sole responsibility for adequate security, protection and back up of its data.
- 3.7 The Customer warrants that all information provided by the Customer for and as part of provisioning of services by Interactive and the Provider are complete and accurate. The Customer acknowledges that the failure to provide correct or complete information may result in delays and neither Interactive nor the Provider shall be liable for such delays or any loss or damage suffered as a result.
- 3.8 The Customer must and shall ensure that all Customer personnel comply with the Provider's and Interactive's operational requirements, facility rules and applicable Laws. The Customer warrants that it has obtained and continues to have any required and relevant consents, authorisation, permit, approvals and licences required, including from any relevant third parties (including in relation to any IP addresses and Customer's own IP assets).
- 3.9 The Customer releases, indemnifies and holds Interactive and the Provider harmless from and against, all loss or damage (including legal costs) incurred or suffered by Interactive or the Provider due to:
- (a) a material breach of the Customer contract by the Customer;
 - (b) any claim, allegation or cost arising in connection with the exercise of the rights contemplated by clause 4.3
 - (c) the personal injury or death of any person (including any of the Customer Agents) in connection with the Customer's Equipment, use of the Services, use of the Provider Equipment or any act or omission of the Customer or the Customer Agent;
 - (d) damage to any property of the Customer (including the Customer's Equipment), the Interactive Facility and the Provider Equipment, or any third- party property in connection with any act or omission of the Customer or the Customer Agent;
 - (e) any claim or allegation by a third party, relating to Intellectual Property Rights or privacy obligations, in connection with any act or omission of the Customer or the Customer Agent.

4 Termination and Suspension

- 4.1 In addition to the termination rights set out in the Master Services Agreement or the DCBC SOW and Colocation Service Description the following termination rights apply:
- (a) Interactive may immediately terminate the AXON Services if the Provider ceases to have the right to operate the Provider Equipment at the Interactive Facility.

(b) Interactive may terminate the AXON Services with 30 days written notice to the Customer.

4.2 No later than 7 days after the expiry or termination of the Individual Term for any reason the Customer must ensure that any Customer Equipment, cabling or connection to Provider Equipment is removed.

4.3 In the event that the Customer does not fulfil its obligations under clause 4.2 Interactive or the Provider may do so, at the Customer's cost, such costs must be paid by the Customer within 30 days of the invoice date.

5 Pricing Terms

5.1 The Customer shall pay the monthly Service Fees for the AXON Services from the Service Start Date.

5.2 The monthly Service Fees will be invoiced monthly in advance.

6 Liability

6.1 The following provisions in this clause 5.2 apply in place of any other provisions regarding liability set out in the Master Services Agreement.

6.2 Interactive does not warrant that the Services will be continuous, error-free, or secure. As the Service may include transmission over the Internet, including networks outside the control of Interactive and the Provider, neither Interactive nor the Provider guarantee data transmission using the Service. The Customer shall not make any claim against Interactive or the Provider concerning the Customer's, Interactive's, or the Provider's network security.

6.3 To the extent permitted by law:

(a) Interactive excludes all statutory or implied conditions or warranties.

(b) Interactive's liability for non-excludable conditions and warranties is limited to:

(i) resupply of the Services; or

(ii) providing the cost of having the Services resupplied.

6.4 To the extent permitted by law, the aggregate liability of Interactive for any loss or damage, however caused (including by the negligence of Interactive or the Provider), suffered by the Customer in connection with the AXON Services is limited to:

(a) where the Customer suffers loss or damage because of a failure by Interactive or the Provider to meet any Service Level, the relevant service credit specified in the SLA; or

(b) in every other case, an amount equal to the Services Fees paid by the Customer to Interactive under the DCBC SOW for the AXON Services in the 12 months prior to the Customer first suffering loss or damage in connection with the provision of the AXON Services under the DCBC SOW.

6.5 Notwithstanding anything else in this Statement of Work or the Master Service Agreement, to the extent permitted at law, Interactive's liability to the Customer in relation to any claim arising in whole or in part as a result of a breach caused by a Third Party Fault, is limited in relation to that claim, to the amount actually recovered by Interactive from the relevant third party that caused the breach.

6.6 The Customer shall not make any claim regarding the Services against the Provider directly. The Customer indemnifies Interactive against loss or liability incurred by Interactive in connection with the Customer breaching this clause.

6.7 The Consequential loss carve out in the Master Services Agreement continues to apply to this Service Description.

7 General

- 7.1 The Customer acknowledges, represents, warrants and agrees that:
- (a) the Service Levels are provided by the Provider and not Interactive. The Service Levels offered by the Provider are published at <https://www.nextdc.com/axon-terms-of-service> or any replacement URL used by the Provider from time to time;
 - (b) the Provider may vary the AXON Services if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.
- 7.2 Interactive may (acting reasonably) vary any Terms or Service Descriptions (as applicable) at any time provided that Interactive notifies the Customer of any proposed material variation in writing no less than 30 days in advance of any such variation and posts an updated version at www.interactive.com.au/terms-and-conditions or such other URL as may be used by Interactive and stated in the notice. The variation to the Terms or relevant Service Description will apply from the version date stated on that document, and by continuing to use the Services after that date, the Customer agrees to the varied Terms or Service Description.
- 7.3 If a variation is proposed in accordance with the preceding clause that materially and adversely impacts the rights or obligations of the Customer under the relevant Terms or Service Description (including through the imposition of, any fee or charge payable by the Customer beyond anything detailed in the Statement of Work, Master Service Agreement, the Service Terms, or a Service Description but excluding changes required by law or regulatory bodies or third party providers), the Customer may elect to remain on the then current version of the relevant Terms or Service Description (if possible) by giving fourteen (14) days written notice to Interactive. This notice must be given by the Customer to Interactive within thirty (30) days of Interactive notifying the Customer of the proposed variation. Where this election is made by the Customer the parties will sign an executable copy of the last agreed Terms or Service Description.

8 Definitions and interpretation

AXON Port means the interface that allows the Customer to interconnect with the Customer's own or other users' AXON Ports in the same or other AXON enabled data centres over high-speed ethernet to access network and services offered under the terms and conditions of those providers and described in the DCBC SOW.

Customer Agent means employees of the Customer, agents, contractors, or anyone the Customer is responsible for.

Customer Contract Commencement Date means the date the Provider advises Interactive that the Service Order Request submitted by the Customer has been accepted.

Customer Connection Date means the date on which the Customer successfully becomes connected to the AXON Port, EXC or other such services being provided to the Customer by Provider and is advised by Interactive that such connection is available for use.

Customer Equipment means any equipment in the possession or control of the Customer that is used to access the Services.

EXC (Elastic Cross Connect) means an ethernet virtual circuit between two or more AXON Ports within a single metropolitan area, elastic cross connect offered by Provider as part of the AXON Services and described in the DCBC SOW.

Individual Term means, for the AXON Services, the individual term set out in the DCBC SOW, commencing on the Service Start Date.

Internet provides layer-3 network connectivity to the Customer's nominated location in a data centre facility that has an AXON presence. An Internet service includes any individual service or component which constitutes that service.

IP address means an Internet Protocol address assigned to an equipment/device participating in a network that uses the Internet Protocol for communication.

Provider means NEXTDC Pty Ltd ACN 35 143 582 521 and all its subsidiaries, affiliates, and Related Bodies Corporate and is the entity providing the Services to the Customer on Interactive's behalf.

Provider Equipment means the AXON Port, any software, site, network or other equipment used by the Provider to provide the AXON Services.

Service Order Request means a request for AXON Services from the Customer which details the requirements set out in clause 3.1.

Services Fees means each fee (other than any establishment fee) specified in the DCBC SOW.

Service Levels means the Service Levels described at clause 7.1.

Service Start Date means, for the AXON Services, the date determined in accordance with clause 1.2.

Third Party Fault means any one or more of the following:

- (a) any act or omission by any third party;
- (b) failure by the provider of services utilised by the Provider to deliver Services; or
- (c) any event or component of the Service beyond Interactive's control, which may include breakdowns of machinery or equipment, facilities outside of Interactive's control or telecommunications failure.