

# Standard Form Of Access Agreement

PREPARED FOR:

[RSP entity]

DATE | [supanetworks.au](https://supanetworks.au)



Parties

Between (collectively **Parties**, or individually a **Party**)

SUPA NETWORKS	
Entity Name	Fiber Asset Management Pty Ltd
ACN	624 043 303
Address	Suite 2, Level 4, 101 Moray Street, South Melbourne VIC 3205
Contact	

and

CUSTOMER	
Entity Name	
ACN /ABN	
Address	
Contact	
Email	

Recital

- A. SUPA Networks is the owner of the Network or has the right to use or provide wholesale telecommunications services on the Network for the purposes of this Agreement.
- B. The Customer is a retail service provider and wishes to acquire Services from SUPA Networks to be delivered over the Network to enable the Customer to supply retail telecommunication services to the End- Users.

Operative Part

Now it is agreed as follows:

1. Ordering process

1.1. Service request

- (a) The Customer will submit Service Requests using methods and processes specified by Supa Network from time to time .
- (b) The Customer acknowledges that it is in all circumstances responsible for :
  - (i) ordering the number, type and quantity of Services necessary to ensure it has sufficient capacity to meet the needs of the relevant End User;
  - (ii) acquiring, operating and maintaining all relevant connections made to the Customer-side of the POI; and

- (iii) supplying and installing all End User equipment required for the supply of the Service, including any equipment required by the End User such as residential gateways, routers and personal computers.
- (c) For avoidance of doubt, until Supa Networks accepts the service request, it is not obliged to supply the Services, and may, without liability, decline to accept a Service Request including if it considers that it will not be practical to supply the Services for commercial or technical reasons.

## 1.2. Acceptance of Order

A Service Request will become a Purchase Order on the date Supa Networks notifies the Customer that it accepts the Service Request. Supa Networks may require the Customer to amend or submit a new Service Request in order for it to be acceptable. In exercising its right under this clause Supa Networks must at all times act reasonably.

## 1.3. Supplemental Work

- (a) The Customer agrees that Supa Networks or a Third-Party Supplier may be required from time to time to contact End-users to arrange installation of Equipment to provide the Services. During this installation Supa Networks, a Third-Party Supplier, or their nominated agents may be required to perform Supplemental Works.
- (b) Prior to undertaking any Supplemental Work, Supa Networks must provide the Customer with Supa Network's charges for performing the relevant Supplemental Work for Customer's approval. Supa Networks must not charge Customer for any Supplemental Work unless and until Customer has approved the charges for such Supplemental Work. Customer will pay any such approved charges in accordance with clause 57.4(d).
- (c) Nothing in this Agreement obligates Supa Networks to perform any Supplemental Work until Supa Network's charges for performing that Supplemental Work have been approved by the Customer.

## 1.4. Agreement

Each Purchase Order forms a contract between the parties for the provision of Services consisting of:

- (a) This Master Agreement;
- (b) The Service Level Agreement;
- (c) The terms set out in the Wholesale Price List; and
- (d) The terms set out in the Acceptable Use Policy; and
- (e) Operations Manual.

## 2. Term

### 2.1. Period of Agreement

This Agreement commences from the Effective Date and continues until terminated in accordance with this Agreement.

### 2.2. Service Term

Supa Networks will provide each Service to the Customer on and from the relevant Service Date and will continue to provide that unless it is cancelled or terminated in accordance with this Agreement.

### 3. Compliance

#### 3.1. Supa Networks obligation

Supa Networks must:

- (a) comply with all applicable Laws in respect of the Services and the performance of its obligations under this Agreement; and
- (b) maintain all authorisations and licences required to provide the Services.

#### 3.2. Customer's obligation

The Customer must:

- (a) comply with all applicable Laws in respect of the performance of its obligations under this Agreement; and
- (b) maintain all authorisations and licences required (as either a Carrier or Carriage Service Provider) to receive the Services.

### 4. Services

#### 4.1. Resources

Each party will:

- (a) use a sufficient number of suitably trained, qualified, skilled and experienced Personnel in performing its obligations under this Agreement;
- (b) cooperate as reasonably requested by the other in relation to any request or direction of a government or regulatory authority, emergency services organisation, law enforcement or other agency, or court order in relation to the Services;
- (c) provide information and assistance that the other party reasonably requires to enable the party to comply with this Agreement; and
- (d) promptly do all things reasonably necessary including but not limiting, executing all documents to give full effect to this Agreement.

#### 4.2. Permitted Use of the Services

In using the Services:

- (a) The Customer must:
  - (i) Comply with, and make all reasonable endeavours to ensure that End-Users comply with, any direction given by a Regulator;
  - (ii) Comply with, and make all reasonable endeavours to ensure that End-Users comply with, any reasonable directions of Supa Networks; and
  - (iii) ensure that any use by the Customer of the Service is lawful and is in accordance with this Agreement.
- (b) The Customer must not use or attempt to use and must use all reasonable endeavours to prevent End Users using or attempting to use a Service:

- (i) in a manner which is not in accordance with any Law;
- (ii) to infringe any person's rights;
- (iii) to expose Supa Networks to liability;
- (iv) to transmit, publish or communicate material which is abusive, offensive defamatory, menacing or unwanted;
- (v) in a way which does, or might reasonably be expected to, damage, interfere with or interrupt the Service or Supa Network's Network or a Third Party Supplier's network; or
- (vi) in any other way which contravenes Supa Networks Acceptable Use Policy.

#### 4.3. Variation to Services

- (a) The Customer may request to vary existing Service under this Agreement by submitting a written request to Supa Networks setting out the details of variation including, the Services to be varied and the date the variation is to take effect.
- (b) Supa Networks will assess each variation request and respond within a reasonable time with details of any impact on pricing, delivery schedules, or other relevant commercial terms. No variation will take effect unless agreed in writing by both parties.

#### 4.4. Suspension of Service

- (a) Supa Networks may, without incurring any liability whatsoever to the Customer or End Users, suspend Services if:
  - (i) There is an Emergency;
  - (ii) Supa Networks considers it is necessary to minimise risk of death, personal injury or property damage or to safeguard the integrity and security of the S Network Infrastructure and Services.
  - (iii) If Supa Network reasonably suspects the Customer or End-User is in breach of the Acceptable Use Policy.
  - (iv) If required to do so by law, or to comply with court order, a direction, request, or order of a government or regulatory authority, law enforcement or other agency.
  - (v) the Customer :
    - (A) has exceeded any credit limit established by Supa Networks (where the Customer has a credit account), or has failed to maintain a positive account balance (where the Customer does not have a credit account), and
    - (B) has failed to make a payment within 5 Business Days (or longer period specified by Supa Networks) of receiving Supa Networks' request to make a payment to ensure that the Customer's account will be restored below the credit limit, or the credit limit will not be exceeded or the positive account balance will be restored or maintained, whichever is applicable.
  - (vi) Acting reasonably, Supa Networks believes that the Customer has provided false or incomplete Financial Information.
  - (vii) Subject to any applicable statutory stay period, Supa Networks has reason to believe that the Customer has suffered an Insolvency Event;
  - (viii) Supa Networks is issued with a competition notice under Part XIB of the Competition and Consumer Act 2010 (Cth) in respect of the Service, or the Service is declared under Part XIC of the Competition and Consumer Act 2010 (Cth).
- (b) Where the Services is suspended:
  - (i) Supa Networks will recommence providing a suspended Service as soon as reasonably practicable after determining that the reason for the suspension has ceased.

- (ii) During any period of suspension, the Customer remains responsible for all recurring Fees where the suspension is a result of the Customer's breach of this Agreement or a suspension for the reasons set out in (iii), (vi), (vii),(viii) of this clause.

## 5. Maintenance and Fault

- (a) Where Supa Networks conducts maintenance and such maintenance may result in Service outages during the period of maintenance work, it will give the Customer the notice period as specified in the Service Level Agreement and if none is specified, give the Customer at least 10 business days notice;
- (b) Where Supa Networks has to temporarily interrupt the Services as a result of an Emergency Outage, Service Fault rectification or investigate a Performance Incident, then it must give the Customer notice as soon as is feasible in the circumstances and, if feasible, before the start of the Emergency Outage, Service Fault rectification or Performance Incident investigation.

## 6. Changes

### 6.1. Changes to this Agreement

- (a) Unless expressly stated otherwise in this Agreement, this Agreement can only be varied by a written agreement signed by both parties.
- (b) Other than in respect of any change(s) pursuant to clause 6.2(a), 6.2(c), 6.2(e), and 12, if the Carrier exercises a unilateral right to change this Agreement and the change(s) have a material detrimental impact on the Customer, then the Customer may immediately terminate:
  - (i) this Agreement; or
  - (ii) if the change(s) relate to a specific Service, that Service, by giving notice within thirty (30) days of the change taking effect. No early termination charges will apply in these circumstances, and Supa Networks must refund any prepaid fees on a pro-rata basis for the terminated Service
  - (iii) For the purposes of clause 6.1(b), a change that has a material detrimental effect on all or a significant number of the Customer's End Users will be deemed to materially impact the Customer.

### 6.2. Changes that may occur

Supa Networks may :

- (a) remove a Service from its product catalogue (cease sale) by providing at least six (6) months' written notice to the Customer;
- (b) vary the terms of a Service Schedule by providing:
  - (i) six (6) months' written notice for changes that have a material detrimental impact; or
  - (ii) one (1) month's notice for all other changes;
- (c) change its systems, processes, or Acceptable Use Policy following thirty (30) Business Days' notice to the Customer.
- (d) update the Agreement or Service Level Agreement to comply with law or a regulatory event, by giving as much prior notice as is reasonably practicable.
- (e) Where there is an Regulatory Event which results in an increase in Supa Network's direct cost, notify the Customer as soon as practicable of any required change and it may pass those costs on

to the Customer by providing a written notice (Cost Increase Notice) with at least fourteen (14) days' notice and details of the event and affected Services.

## **7. Fees and Payment**

### **7.1. Wholesale Price List**

- (a) The charges that apply in respect of this Agreement are set out in the Wholesale Price List.
- (b) Supa Network will provide the Customer with 60 days prior notice of any variation to existing Fees for the Services.

### **7.2. Support Fees**

The customer must pay fees relating to support activity as outlined in the Wholesale Price List, including fees relating to activity undertaken for non-standard fault resolution or activity undertaken for Faults outside of the Network infrastructure. The Customer must accept these fees prior to support activity commencing.

### **7.3. Cancellation Fees**

- (a) Cancellation Before Service Commencement: If the Customer cancels a Service before the scheduled commencement date, it must pay all non-recoverable third-party costs incurred by Supa Networks.
- (b) Cancellation for Migration to Another Service: Where the Customer cancels a Service for the purpose of replacing it with another service from Supa Networks, the Customer must reimburse Supa Networks for all non-recoverable third party costs.

### **7.4. Invoicing**

- (a) Supa Networks will issue invoices in respect of the Fees and any other agreed costs.
- (b) Supa Networks will usually include all Fees for a current billing period in an invoice but may invoice the Customer for unbilled or understated Fees relating to a billing period up to six calendar months before the invoice date.
- (c) If an error in an invoice is identified, it will be corrected via an adjustment in a subsequent invoice.
- (d) The Customer must pay each invoice issued by Supa Networks to the Customer without set-off or counterclaim within fourteen (14) days of the date of the relevant invoice.
- (e) Supa Networks may charge the Customer interest at an annual rate equal to five per cent (5%) above the then current base rate of the Reserve Bank of Australia at the date the invoice was issued on any invoices paid late.

## **8. Marketing**

- (a) From time to time Supa Networks may ask the Customer to contribute to marketing of the Services and the Network. The Customer may elect to contribute to these marketing activities at their absolute discretion.
- (b) Where the parties propose to undertake joint marketing, the parties will consult about undertaking joint marketing and agree to jointly work on the proposal and agree on the disbursement of funds.

## 9. Taxes

### 9.1. Exclusive GST

- (a) All Fees payable under this Agreement are exclusive of GST.
- (b) If GST is payable in respect of any supply made by a supplier under this Agreement (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 9.1(c) the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement in full and without deduction, set off, withholding or counterclaim (unless otherwise provided in this Agreement).
- (c) The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 9.1(b).

### 9.2. Adjustment

If an adjustment event occurs in relation to a taxable supply under this Agreement:

- (a) the supplier must issue an adjustment note to the recipient within 7 days after becoming aware of the adjustment; and
- (b) any payment necessary to give effect to that adjustment must be made within 7 days after the date of receipt of the adjustment note.

### 9.3. Reimbursement

If one party is required to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, the amount which the first party must pay, reimburse or contribute is the sum of:

- (a) the amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other party is entitled; and
- (b) if the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.

### 9.4. Withholding taxes

- (a) If the payment by the Customer of any sum due under this Agreement is subject by any applicable Law to withholding tax (or any similar taxes, duties or levies), then the Customer must:
  - (i) account to the relevant tax authority for that withholding tax; and
  - (ii) pay to Supa Networks such additional amount as is necessary in order that the amount received by Supa Networks under this Agreement after the payment by the Customer of any withholding tax will equal the amount Supa Networks would have received had no such payment of withholding tax been required.
- (b) Supa Networks will, upon written request from the Customer, supply a declaration of tax residence on the prescribed forms and obtain certification by the Australian (or other relevant) taxation authorities in order to confirm the applicability and availability of any reduced rate of withholding tax under the provisions of the relevant double taxation treaty (if applicable).

## 10. Credit

### 10.1. Credit Assessment

The Customer acknowledges and agrees that it is reasonable for Supa Networks to assess the Customer's credit ratings to determine a credit limit. To assess the Customer's credit rating, the Customer consents to



Supa Network disclosing to a credit reporting agency personal information relating to the Customer in Supa Network's possession. If Supa Networks requires additional information from the Customer to properly assess the Customer's credit rating the Customer must promptly supply this requested information.

## 10.2. Credit limit

- (a) At its absolute discretion and at any time, Supa Networks may implement a credit limit or vary an existing credit limit by giving notice to the Customer of the new or varied credit limit. Unless agreed otherwise in writing, the new or revised credit limit takes effect immediately in respect of all Fees incurred by the Customer, whether before or after the date advised.
- (b) The Customer must make any additional payments required to maintain its account within the approved credit limit (if any) or (if the Customer does not have a credit account) to maintain a positive account balance. If the Customer has exceeded, or in Supa Network's reasonable opinion, is likely to exceed 80% of a credit limit, or (if the Customer does not have a credit account) is unlikely to maintain a positive account balance, Supa Networks may invoice partner outside the normal billing cycle or request the Customer to remit an amount reasonably calculated by Supa Networks to ensure that the credit limit will not be exceeded or the positive account balance will be maintained (whichever is applicable) before payment is received on the next invoice. the Customer must make any such payment by the date, if any, specified in the invoice or request, and otherwise within 3 Business Days of the invoice or request being issued.
- (c) If acting reasonably, Supa Networks believes that the Customer has experienced, or is likely to experience, an Insolvency Event, Supa Networks may cancel the Customer's credit account and all balances owing to Supa Networks will become immediately due and payable

## 11. Access

### 11.1. Access to the Network

Except where specifically stated in this Agreement, the Customer or its End-user has no right to and will not access or interfere with the Network.

### 11.2. Access to Customer's Facilities

Supa Networks may only access a Customer's System or Equipment, premises or any other facilities where:

- (a) It has given prior written notice and have obtained written approval such approval shall not be unreasonably withheld;
- (b) the access is for the agreed purpose;
- (c) Supa Network complies with the Customer's reasonable security, administrative and other requirements and directions, including any training or other requirements relating to occupational health and safety.

### 11.3. Access to End User's Premises

The Customer must provide Supa Networks, its service providers and contractors timely and safe access to the End User's premises, if required, to develop, maintain and repair Supa Networks Infrastructure and for any other reasonable purpose provided that Supa Networks and its service providers and contractors comply with the Customer's or End-User's health and safety, security and confidentiality requirements while on the End User's premises, as applicable. If necessary, the Customer must procure that a suitably qualified representative of the End User is available onsite to assist and obtain any consents Supa Networks may reasonably require.

## 12. Operations

- (a) If an Operations Manual is developed and provided by Supa Networks for the Services, the parties must comply with its terms.
- (b) The Operations Manual (if any):
  - (i) sets out the details for the provisioning (including any ordering, testing and handover requirements), fault management and maintenance procedures that the parties must follow in respect of the Services;
  - (ii) may be updated by Supa Networks from time to time during the Term of this Agreement to reflect any operational changes resulting from updates to the Services (including the addition of new services by Supa Network) and otherwise to ensure consistency with this Agreement. Where any proposed update may result in material changes to the Operations Manual, Supa Network will consult with the Customer and other resellers about the proposed update.

## 13. Interception and assistance

- (a) The Customer acknowledges that Supa Networks may be required by law to intercept communications, maintain data, or provide assistance to law enforcement or national security agencies under the Telecommunications (Interception and Access) Act 1979 (Cth), Telecommunications Act 1997 (Cth), and any associated instruments.
- (b) The Customer agrees to provide, upon reasonable request and to the extent permitted by law, reasonable cooperation and assistance to Supa Networks in fulfilling any interception, data retention, metadata maintenance or lawful assistance obligations.
- (c) The Customer acknowledges and agrees that Supa Networks may, to the extent permitted by law:
  - (i) maintain, access, intercept, or retain communications and metadata transmitted over or in relation to the Services;
  - (ii) implement and operate lawful data retention and interception capabilities within its network and systems;
  - (iii) disclose any such data or communications to authorised government agencies or enforcement bodies in accordance with applicable law.
- (d) If a request or order is made that involves access to the Customer's network or systems, Supa Networks must, to the extent legally permissible, notify the Customer in writing of the nature of the request and the scope of the required assistance.

## 14. Customer Services Guarantee

- (a) The Customer acknowledges that the Services may be subject to the CSG.
- (b) The parties agree to comply with their respective obligations under the CSG where applicable, including ensuring that end users are properly informed of their entitlements under the CSG.
- (c) If the Customer elects not to offer CSG protections to its end users, it must ensure that it complies with applicable ACMA requirements for such elections, including obtaining valid and informed consent where required and retaining appropriate records.

## 15. Termination

### 15.1. Termination by the Customer

- (a) The Customer may cancel any Service or this Agreement by providing the necessary notice period as set out in the Service Schedule in writing to Supa Networks. If the Service being cancelled is subject to a committed term to a Third Party as set out in the Service Schedule, then the Customer shall be liable for the Cancellation Fee.
- (b) The Customer may cancel a Service or terminate this Agreement without incurring such Cancellation Fee if:
  - (i) Supa Networks commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice from the Customer;
  - (ii) the Service is rendered unavailable or substantially impaired for more than ten (10) consecutive business days due to no fault of the Customer or End-User;
  - (iii) an Insolvency Event occurs in relation to Supa Networks;
  - (iv) The Customer is entitled to exercise a right of termination pursuant to clause 17.

### 15.2. Termination by Supa Network

Supa Networks may terminate this Agreement or the provision of any Service if:

- (a) The Customer Networks commits a material breach of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice from Supa Networks;
- (b) It is required to cancel the Service to comply with a direction from a law enforcement agency or a Regulator. Where permitted to do so, Supa Networks will notify the Customer as soon as reasonably practicable upon becoming aware of any such direction.
- (c) The customer failed to make payments as and when it falls due and such payment remains outstanding 7 days after a default notice is issued.
- (d) a Force Majeure event prevents it from providing the Service for more than 30 consecutive days.
- (e) a Third Party Supplier withdraws or alters the terms of supply of a service that Supa Network requires to provide the Service.
- (f) a Third Party Supplier that supplies a service that Supa Networks requires to provide the Service is subject to an Insolvency Event.
- (g) An Insolvency Event occurs in relation to the Customer.
- (h) the Customer or an End-user using the Service is in breach of the Acceptable Use Policy in relation to that Service and has failed to remedy that breach within 10 Business Days of the Service being suspended under clause 4.4.
- (i) it reasonably suspects that the Services or Supa Networks infrastructure have been or are likely to be used for an unlawful purpose or in a fraudulent or otherwise improper manner or that fraud or other illegal activity has been or is likely to be committed in connection with the Services or Supa Network's infrastructure, and the Customer fails to take such steps as Supplier reasonably requires to ensure the unlawful purpose or fraud does not continue or recur, within one week of Supa Network giving the Customer notice to do so.

## 16. Effects of Termination

### 16.1. Consequences of Termination

Upon the expiry or termination of this Agreement for any reason:

- (a) the Customer must immediately cease identifying itself as a wholesale customer of Supa Networks or having a working relationship with Supa Networks and cease using the Services;
- (b) Supa Networks obligation to provide any Services immediately ceases;
- (c) any licences granted to the Customer by Supa Networks immediately cease;
- (d) Supa Networks is not liable to the Customer or End Users for any Loss in connection with suspension or termination of the Services in whole or part or termination of the Agreement by Supa Networks where such suspension or termination is permitted under this document.
- (e) Supa Networks may charge a reasonable sum for Services performed but for which no Fees have been previously charged; and
- (f) any outstanding Fees that have not been paid by the Customer become immediately due and payable.

### 16.2. Return of Confidential Information and property

On termination or expiration of this Agreement, each Party must promptly return to the other Party (or at the request or with the consent of the other Party, destroy):

- (a) all Confidential Information (including copies, summaries and excerpts);
- (b) all software, hardware, books, documents, papers, materials, equipment, customer lists, technical information, data and reports; and
- (c) any other property,  
(in whatever form, including in electronic format) of or belonging to the other Party which are in its possession or control.

### 16.3. Survival

- (a) On termination or expiry of this Agreement:
  - (i) the obligations of confidentiality (but not the rights to use or disclose) under clause 15;
  - (ii) clauses 1, 2, 9, 15 to 38; and
  - (iii) any other provision of this Agreement which expressly or by implication is intended to come into or remain in force on or after termination or expiration of this Agreement,
  - (iv) will continue in full force and effect notwithstanding any such termination.
- (b) Termination or expiration of this Agreement for whatever reason does not affect the rights and obligations of the Parties which have accrued due prior to the date of termination or expiration, including the right to claim damages as a result of a breach of this Agreement.

## 17. Force Majeure

- (a) Notwithstanding any other provision of this Agreement, neither Party will be in breach of this Agreement or otherwise liable to the other Party (or its Affiliates) as a result of any delay or other failure in the performance of its obligations under this Agreement (other than an obligation to pay money, including the Fees) if and to the extent that such delay or other failure is caused by or arises from any Force Majeure Event, and the time for performance of the relevant obligation(s) is extended accordingly.

- (b) A Party whose performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event must:
  - (i) notify the other Party of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event as soon as reasonably practicable; and
  - (ii) after cessation of the Force Majeure Event, as soon as reasonably practicable notify the other Party thereof and resume full performance of its obligations under this Agreement.
- (c) A party may terminate this Agreement with immediate effect from the date of service of a notice, or a later date specified in the notice if a Force Majeure event significantly affects the other party's ability to perform its obligations (other than obligation to pay) for a continuous period of more than 60 Business Days.

## 18. Communication with End-Users

- (a) In the event that the Customer's Services are suspended or terminated in accordance with this Agreement, upon request by Supa Networks following suspension, termination, or expiry of this Agreement, or suspension or termination of any Service, the Customer must provide Supa Networks with the minimum necessary contact details of end users receiving the affected Service(s), solely for the purpose of facilitating the orderly transition and potential alternate provisioning of equivalent or replacement services to those end users.
- (b) The Customer warrants that it has obtained all necessary consents from end users to share such information with Supa Networks for this limited purpose, in compliance with applicable privacy laws.
- (c) Supa Networks must use such end user information strictly in accordance with applicable laws and solely for the purpose described in clause 18(a) and must implement reasonable safeguards to protect that data.
- (d) Each Party must comply with all requirements of the Privacy Law including when they would otherwise not have to comply with such requirements because of the application of section 6D of the Privacy Act 1988 (Cth.).

## 19. Privacy

### 19.1. Compliance with Privacy Law

Each party must comply with all applicable Privacy Laws in connection with the collection, handling, use, disclosure, and storage of Personal Information under or in connection with this Agreement.

### 19.2. End User Consents

The Customer warrants that it has obtained all necessary consents from its end users to enable the Carrier to collect, use, disclose or otherwise process Personal Information for the purposes of delivering and supporting the Services.

### 19.3. Permitted Use and Disclosure

Supa Networks may use or disclose Personal Information:

- (a) for the performance of its obligations under this Agreement;
- (b) as required by Law or a direction of a Regulator or government agency;
- (c) in accordance with its published privacy policy; or

- (d) to comply with its obligations under clause 13.

#### 19.4. Data Security Obligations

Each party must implement reasonable security measures to protect Personal Information from misuse, interference, loss, unauthorised access, modification, or disclosure.

#### 19.5. Notifiable Data Breach Management

If a Data Breach occurs that constitutes a Notifiable Data Breach, the affected party must:

- (a) notify the other party as soon as practicable upon becoming aware of the breach;
- (b) take immediate steps to contain, assess and mitigate the Data Breach;
- (c) cooperate with the other party in determining the extent of impact and required notification steps under Privacy Laws; and
- (d) comply with all obligations to notify affected individuals and the Office of the Australian Information Commissioner as required by Law.

### 20. Data Security and Cyber Security

#### 20.1. Data Security Obligations

Each party must implement and maintain appropriate and up-to-date technical and organisational security measures to:

- (a) protect systems, networks, and data used in connection with this Agreement against cyber threats, malware, and unauthorised access;
- (b) prevent any unauthorised disclosure, alteration, or destruction of Personal Information, Confidential Information or service data; and
- (c) meet industry standards and comply with applicable Laws, Privacy Laws, and Cyber Security Laws.

#### 20.2. Legal and Confidential Safeguards

Nothing in this clause requires a party to take any action, or refrain from taking any action, that would result in that party breaching its obligations under any Cyber Security Law or breaching any obligation of confidence to a third party.

#### 20.3. Cyber Security Incidents

If a party becomes aware of a cyber security incident that has occurred, is occurring, or is imminent, and which:

- (a) materially impacts or is likely to impact the Services, Personal Information, Confidential Information, the Network, or the confidentiality of any data or communications contained in or traversing the Network; or
- (b) involves a Data Breach or Notifiable Data Breach,

the affected party must:

- (c) notify the other party as soon as practicable after becoming aware of the incident;
- (d) provide regular updates on containment, investigation, and remediation actions;
- (e) cooperate with the other party in mitigating the impact and managing notification obligations;
- (f) comply with all applicable Laws and Privacy Laws in relation to notification to regulators and affected individuals; and
- (g) take reasonable steps to prevent a recurrence.

#### 20.4. Audit Rights

Each party must:

- (a) permit the other party or its authorised representative, upon reasonable notice and during normal business hours, to audit its data security measures no more than once per calendar year, or more frequently if required by applicable Law or following a cyber security incident;
- (b) provide reasonable cooperation and access to policies, systems, personnel and records relevant to data protection and security under this Agreement.

#### 20.5. Incident Response Procedures

Each party must maintain a documented incident response plan that includes procedures for detecting, responding to, and recovering from cyber security incidents. The parties agree to share relevant portions of their incident response plans on a confidential basis upon reasonable request, for the purpose of ensuring continuity and resilience of Services.

### 21. Intellectual Property

#### 21.1. Ownership

Each party retains ownership of all Intellectual Property Rights it owned or developed independently of this Agreement.

#### 21.2. Use of Intellectual Property

Neither party acquires any right, title or interest in the Intellectual Property Rights of the other except to the extent necessary to perform its obligations under this Agreement.

#### 21.3. Licence to Use

Supa Network grants the Customer a non-exclusive, non-transferable, revocable licence to use any Supa Network-owned Intellectual Property solely for the purpose of accessing and using the Services, subject to the terms of this Agreement.

#### 21.4. Developed Materials

Unless otherwise agreed in writing, all Intellectual Property developed by Supa Network in connection with the provision of the Services (including improvements, configurations or documentation) will vest in and remain the property of Supa Network.

### 21.5. Infringement

Each party must notify the other as soon as reasonably practicable if it becomes aware of any claim that the use of the Services or any material provided under this Agreement infringes a third party's Intellectual Property Rights. The party receiving such notice must cooperate with the other in the investigation and defence of any such claim.

### 21.6. Protection of Intellectual Property

Each party must take reasonable steps to protect the Intellectual Property Rights of the other and must not knowingly do or permit anything that may infringe, damage or invalidate those rights.

## 22. Confidentiality

### 22.1. Confidential

Subject to the provisions of clauses 22.2 and 22.3, each Party must:

- (a) treat as strictly confidential and only use the other Party's Confidential Information solely for the purposes contemplated by this Agreement;
- (b) not, without the prior written consent of the Party from whom the Confidential Information was obtained (which may be withheld in that Party's absolute discretion), publish, use or otherwise disclose to any person the other Party's Confidential Information except for the purposes contemplated by this Agreement;
- (c) maintain adequate security for the other Party's Confidential Information while in its possession or control, including protecting the same against any use, disclosure, access, damage or destruction which is inconsistent with the terms and conditions of this Agreement; and
- (d) not make use of the other Party's Confidential Information to the commercial, financial or competitive disadvantage of the other Party.

### 22.2. Exception

Each Party may disclose Confidential Information which it would otherwise be prevented from disclosing pursuant to clause 22.1 if, but only to the extent, it can demonstrate that:

- (a) such disclosure is required by applicable Law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated;
- (b) the Confidential Information was lawfully in its possession prior to its disclosure by the other Party (as evidenced by written records) and had not been obtained from the other Party; or
- (c) the Confidential Information has come into the public domain other as a result of a breach of this Agreement or any other obligation of confidence,

provided that any such disclosure must not be made without prior consultation with the Party from whom the Confidential Information was obtained and in the case of disclosures under clause 22.2(a), must be made so as to minimise any such disclosure.

### 22.3. Third party bound by confidentiality

- (a) Each Party may for the purposes contemplated by this Agreement and on a strictly 'need-to-know' basis disclose the other Party's Confidential Information to the following persons or any of them, provided that such persons have first been directed (Direction) by the disclosing Party to keep it confidential:
  - (i) if the disclosing Party is the Customer, the Customer's officers and employees;
  - (ii) if the disclosing Party is the Supplier, the Supplier's Personnel; and
  - (iii) its professional advisers, auditors, bankers and insurers, acting as such.



- (b) The disclosing Party under clause 22.3 must enforce each Direction at its own cost.

#### 22.4. Notice

A Party must promptly give notice in writing to the other Party if it becomes aware of any unauthorised or suspected unauthorised disclosure to any third party of any of the other Party's Confidential Information and provide the other Party with all information and assistance.

### 23. Warranties

- (a) Each Party warrants and undertakes to the other Party that:
  - (i) it is validly existing under the Laws of the place of its incorporation and has the power and authority to carry on its business as that business is now being conducted;
  - (ii) it has the power, capacity and authority to enter into and observe its obligations under this Agreement;
  - (iii) this Agreement and the obligations created hereunder are binding upon it and enforceable against it in accordance with their terms and do not and will not violate the terms of any other agreement or any judgment or court order to which it is bound; and
  - (iv) it has and will maintain all approvals, licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- (b) Supa Network warrants and undertakes to the Customer that the Services will provide the functions and meet the performance criteria set out in the relevant Specifications.
- (c) The Customer acknowledges and agrees that Supa Networks does not represent, warrant or guarantee that the Services will be fault, error or 'bug' free.

### 24. Insurance

- (a) Each party must maintain appropriate and adequate insurance coverage to meet its obligations under this Agreement, including but not limited to:
  - (i) public liability insurance;
  - (ii) professional indemnity insurance; and
  - (iii) cyber liability or data protection insurance, as reasonably appropriate for the size and nature of the party's operations and the risks associated with this Agreement.
- (b) Each party must, upon request, provide to the other party evidence of current insurance policies required under this clause.

### 25. Liability

#### 25.1. Customer Indemnity

- (a) The Customer indemnifies Supa Networks and must keep Supa Networks indemnified against any Loss suffered or incurred by Supa Networks in connection with any action, claim, or demand brought by a third party to the extent that it arises directly from:
  - (i) the Customer's use of the Services in breach of this Agreement or in contravention of any applicable Law;
  - (ii) any act or omission of the Customer that results in the transmission of any illegal, misleading, or offensive material using the Services;
  - (iii) any use of the Services by the Customer's End-users that would contravene the Acceptable Use Policy; or

- (iv) any claim by an End-user against Supa Networks in connection with the Services or this Agreement, where such claim could have lawfully been excluded or limited under the Customer's arrangements with that End-user.
- (b) The indemnity in clause 25.1 only applies to the extent that the Loss arises out of or in connection with the conduct of the Customer or its End-users and does not apply to the extent that the Loss is caused by the Carrier's breach of this Agreement, negligence, or wilful misconduct.

#### 25.2. Mutual Indemnities

Each party indemnifies the other party for all Loss suffered or incurred by that other party arising from:

- (a) any breach of clause 22 by the indemnifying party;
- (b) personal injury (including illness and disability) or death caused or contributed to by the indemnifying party or its Personnel; or
- (c) damage to that other party's physical property caused or contributed to by the indemnifying party or its Personnel (up to the value of the damage to the damaged property),

except to the extent it is caused directly by the negligence or wrongful act or omission of the indemnified party in connection with this Agreement.

#### 25.3. Implied Terms

Subject to any applicable Consumer Guarantee, and to the fullest extent permitted by law, all terms, conditions, and/or warranties that may otherwise be implied into this Agreement, statutory and otherwise, are excluded.

#### 25.4. Indirect & Consequential Costs

Notwithstanding any other provision of this Agreement, neither party will be liable to the other party (whether in contract, tort (including negligence), under statute, or otherwise) for any Consequential Loss suffered or incurred under or in connection with the Services or this Agreement.

#### 25.5. Limitation of Liability

- (a) Subject to clause 25.6, and except to the extent that the Customer is entitled to any greater remedy for any breach by Supa Network of an applicable Consumer Guarantee, the aggregate liability of each party to the other party in each calendar year for all Loss (including, in Supa Network's case, any rebate payable under the Service Level Agreement) suffered or incurred under or in connection with this Agreement is limited to:
  - (i) in respect of the period from the Commencement Date until the end of the first 12-month period (Year 1), the lesser of:
    - (A) AUD \$500,000; or
    - (B) the amount of the Fees paid or payable to Supa Network by the Customer in Year 1; and
  - (ii) in respect of any period after Year 1, the amount of the Fees paid or payable to Supa Network by the Customer in the 12-month period prior to the date of the event giving rise to liability.
- (b) Except to the extent that the Customer is entitled to any greater remedy for any breach by Supa Network of an applicable Consumer Guarantee, the liability of Supa Network for breach of an

applicable Consumer Guarantee is limited, at the option of Supa Network, to any one or more of the following:

- (i) if the breach of Consumer Guarantee relates to goods:
- (ii) repair of the goods or the payment of the costs of having the goods repaired; or
- (iii) the replacement of the goods, the provision of new goods, or the payment of the cost of replacing or acquiring equivalent goods; and
- (iv) if the breach of Consumer Guarantee relates to Services:
- (v) provision of the Services again; or
- (vi) the payment of the costs of having those Services supplied again.

#### 25.6. Duty to Mitigate Loss

Each party must use reasonable endeavours to mitigate any Loss suffered by it under or in connection with this Agreement, and a claim for Loss will be reduced to the extent that this is not done.

#### 25.7. Exceptions

The limitations of liability in clauses 24.4 and 24.5(a) do not apply to any liability of a party:

- (a) which cannot be lawfully limited or excluded by contract;
- (b) for loss or damage to Third Party property;
- (c) for infringement of Intellectual Property rights or unauthorised use or disclosure of Confidential Information;
- (d) for personal injury or death;
- (e) for fraud or breach of any Law by that party; or
- (f) to the extent that the liability relates to an insurable event and is covered under an insurance policy required under this Agreement.

### 26. Dispute Resolution

- (a) Subject to clause 19.7, prior to implementing legal proceedings a Party claiming that a dispute (Dispute) has arisen under or in connection with this Agreement must notify the other Party in writing giving details of the dispute.
- (b) During the ten (10) Business Day period after a notice is given under clause 26(a)(or any longer period agreed in writing between the Parties) (the **Initial DR Period**) the Parties' Designated contact persons must work in good faith to resolve the Dispute.
- (c) If the Dispute is not resolved by the Parties within the Initial DR Period, the Dispute is to be referred an expert appointed by agreement between the parties, or failing agreement appointed by the Chairperson of the Institute of Arbitrators and Mediators, Australia. The cost of the expert will be shared equally by the parties
- (d) Expert determination of a dispute will be carried out in accordance with Institute of Arbitrators and Mediators, Australia's Rules for Expert Determination of Commercial Disputes.
- (e) Unless agreed otherwise, all dispute resolution proceedings will be conducted in Melbourne, Victoria.

## 27. Notices

- (a) Any notice (which term in this clause includes any other communication) required to be given under, or in connection with the matters contemplated by this Agreement must, except where otherwise specifically provided, be in writing in the English language.
- (b) Any notice given under this agreement must be in writing and must be signed by the Party giving the notice or any Authorised Officer of that Party. Communications sent by email are taken to be signed by the named sender.
- (c) The address for notice of the party is set out on the first page of this Agreement. (A party may change its address or email address by giving notice of that change to the other party.
- (d) Unless a later time is specified in a notice, the notice takes effect from the time it is received.
- (e) A notice is taken to be received:
  - (i) if delivered by hand, when so delivered;
  - (ii) if sent by pre-paid post, on the second clear Business Day after the date of posting;
  - (iii) if sent by email:
  - (iv) when the sender receives an automated message confirming delivery; or
  - (v) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that:
  - (vi) the email has not been delivered; or
  - (vii) that the recipient is “out of the office” or equivalent.

## 28. General

### 28.1. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, understandings and agreements, whether written or oral. Each party acknowledges that it has not relied on any representation, warranty, promise or statement other than those expressly set out in this Agreement.

### 28.2. Relationship

Nothing in this Agreement creates a relationship of partnership, joint venture, agency or employment between the parties. Neither party has authority to bind the other except as expressly set out in this Agreement.

### 28.3. Assignment or Waiver

- (a) A party must not assign, novate or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party, which must not be unreasonably withheld.
- (b) A waiver of any right, power or remedy under this Agreement must be in writing and signed by the party granting the waiver. A failure or delay in exercising any right, power or remedy does not operate as a waiver.

#### 28.4. Variation

Except as otherwise expressly permitted under this Agreement, no variation of this Agreement will be valid unless it is in writing and signed by each of the parties to this Agreement.

#### 28.5. Severance

If any provision of this Agreement is held to be invalid, void or unenforceable, that provision is severed, and the remainder of this Agreement continues in full force to the extent permitted by law.

#### 28.6. Further Assurance

Each party must do all things reasonably necessary, including executing all documents, to give full effect to this Agreement and the transactions contemplated by it.

#### 28.7. Cost, expenses and duties

Each party must bear its own costs and expenses in relation to the negotiation, preparation and execution of this Agreement. Any stamp duty, registration fees or similar charges arising from this Agreement must be borne by the party liable for them under applicable law.

#### 28.8. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together constitute one instrument.

#### 28.9. Electronic Execution

The parties consent to this Agreement being executed, exchanged and stored electronically, including through the use of electronic signatures, in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic) and any applicable Commonwealth legislation relevant to telecommunications transactions.

#### 28.10. Governing Law

This Agreement is governed by the laws of the State of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria, including the Federal Court of Australia sitting in Victoria, and any courts entitled to hear appeals from those courts.

### 29. Definition and Interpretation

#### 29.1. Definitions

In this Agreement the following abbreviations, words and phrases have the following meanings, unless the context requires otherwise:

Acceptable Use Policy	means Supa Networks Acceptable Use Policy which is published and made available on its website. The applicable version of the Acceptable Use Policy as at the Effective Date is in Annexure A. Any updates to the Acceptable Use Policy made in accordance with this Agreement will be published by Supa Networks on its website.
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Act	means the Telecommunications Act 1997 (Cth).
Agreement	means the documents listed in clause 1.4 as amended from time to time
Business Day	means any day except Saturdays, Sundays and gazetted public holidays observed in the place where an act is to be performed or where such performance relates to payments, in the state of Victoria.
Cancellation Fee	means the amount payable by Supa Networks to a Third Party as a result of the Customer cancelling a Service or this Agreement.
Carriage Service Provider	has the meaning given to that term in the Act.
Carrier	has the meaning given to that term in the Act.
Confidential Information	means any information which is disclosed to the Confidant by the Discloser, or which is acquired or observed by the Confidant, in connection with this Agreement or the Network and includes the contents of this Agreement, the nature, extent and scope of the Services, information relating to technology, processes, products, samples, drawings, plans, specifications, inventions and designs used, developed or produced by or on behalf of one or both of the parties and trade secrets and know-how and information of a commercially sensitive nature (including, financial information, business and marketing plans, projections and formulae and any geological, processing and engineering information, results, interpretations, reports and analyses), but does not include any information which is in, or comes into, the public domain otherwise than by disclosure in breach of the terms of this Agreement.
Consequential Loss	means loss of profits, loss of anticipated earnings or savings, loss of business or goodwill, loss of business opportunity, loss of production or loss of data.
Consumer Guarantee	a consumer guarantee applicable under the Competition and Consumer Act 2010 (Cth), including the guarantees set out in Schedule 2 (Australian Consumer Law), which may not be excluded, restricted or modified by contract.
Control	means the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of fifty per cent (50%) or more of the voting interest, by contract, or otherwise (and Controlled and Controlling are to be construed accordingly).
CSG	means the Customer Service Guarantee Standard as defined under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth), including the Telecommunications (Customer Service Guarantee) Standard 2011 and any amendments or replacements
Customer Portal	means a secure site on Supa Network's website that the Customer may access.
Cyber Security Laws	means any laws and legislative requirements pertaining to cyber security applicable in Australia, including: (a) the Security of Critical Infrastructure Act 2018 (Cth); (b) the Telecommunications Act 1997 (Cth); (c) the Telecommunications (Carrier Licence Conditions—Security Information) Declaration 2022 (Cth); and (d) the Telecommunications (Carriage Service Provider—Security Information) Determination 2022 (Cth), as well as any amendments or replacements of those laws.
Data Breach	means any loss of, misuse of, interference with, unauthorised access to, unauthorised modification of or disclosure of Confidential Information, data, details or Personal Information.

Data Breach	means any unauthorised access to, or unauthorised disclosure of, Personal Information, or a loss of Personal Information in circumstances where unauthorised access to, or disclosure of, the information is likely to occur, including any event that constitutes a notifiable data breach under the Privacy Act 1988 (Cth), as amended.
Effective Date	means the effective commencement date of this Agreement, as set out at the beginning of this Agreement.
Emergency	means an emergency due to an actual or potential occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or war like action or other Force Majeure event) which endangers or threatens to endanger the environment, the integrity of the Network, the safety or health of persons, or destroys or damages or threatens to destroy or damage property.
End User	means any person to whom a Service is resupplied by the Customer or to whom goods or services which use or rely on a Service are supplied by the Customer
Equipment	means any device, electronic or otherwise, which is used in the delivery or consumption of the Service.
Fees	mean the fees and charges that are set out in the Wholesale Price List or as otherwise advised to the Customer by Supa Network.
Financial Information	means financial statements, credit reports and other information that Supa Network may reasonably require to assess the Customer's credit worthiness.
Force Majeure Event	means means an event or circumstance beyond the reasonable control of the party claiming force majeure including act of God, epidemic or pandemic, fire, flood, storm, tempest or wash away or high sea inundation, radioactive contamination, act of war (whether declared or not), terrorism, revolution or act of public enemies, riot or civil commotion, strike, stoppage, ban, limitation on work or restraint of labour and, in the case of Supa Networks, includes any Third Party damage to the Network, and any suspension or failure by a Third Party to supply goods or services (provided that such suspension or failure by a Third Party was not caused by an act or omission by Supa Networks).
GST	has the meaning assigned to that term in the A New Tax System (Goods and Services) Act 1999 (Cth).
Insolvency Event	means in respect of a party, being insolvent under administration or insolvent, or having a controller appointed, or being in receivership or receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment, or composition, protected from creditors under any statute, dissolved, or otherwise unable to pay its debts when they fall due (with each of the expressions used in the clause having the meaning given under the Corporations Act 2001 (Cth)), but, for clarity, does not include a solvent internal restructure or any form of members' scheme of arrangement
Intellectual Property	all statutory, civil and common law, and other proprietary rights (including rights to require information be kept confidential), whether registered or not or capable of registration or not, and including all applications and the right to apply for any registrations in respect of inventions, copyright, trademarks, designs, patents, circuit layouts, know-how, trade secrets and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967;
Interconnect User Manual	means Supa Network's collective documents, policies and procedures in relation to interconnection and usage, as updated by the Supplier from time to time.
Law	means (a) any treaty, statute, regulation, by-law, ordinance or subordinate legislation; (b) any binding court order, judgment or decree;



(c) any applicable industry code, policy or standard, in each case enforceable by law; and  
 (d) any applicable direction, policy, rule or order that is given in writing; in force from time to time in Australia, whether made by a State, Territory, the Commonwealth or a local government and includes common law and rules of equity as applicable from time to time.

Loss	includes claims, actions, proceedings, losses, damages, liabilities and costs (including legal expenses).
Network	has the same meaning as 'telecommunications network' as defined in the Act and, for the purposes of this Agreement specifically means the telecommunication facilities used by Supa Network to provide the Services including facilities and networks owned by Suppliers.
Notifiable Data Breach	means a data breach that is likely to result in serious harm to any of the individuals to whom the information relates, and which requires notification under the Privacy Act 1988 (Cth), as amended by the Privacy and Other Legislation Amendment Act 2024 (Cth).
Operations Manual	means the published document entitled "Operations Manual". Supa Networks will publish the Operations Manual, and any updates made in accordance with this Agreement in the Customer Portal.
Party	means a party to this agreement.
Personal Information	has the meaning given to that term in the Privacy Laws.
Personnel	means that party or person's employees, officers, agents, contractors, professional advisers or other representatives.
Point of Interconnect or POI means	means a point of interconnection between the Supa Network's Network and the Customer network located at Supa Network's Premises.
Premises	means an addressable location which is serviced by Supa Network's Network.
Pricelist	means Supa Network's wholesale fees and charges under this Agreement. Supa Networks will publish the Pricelist and any updates in the Customer Portal
Privacy Laws	means the Privacy Act 1988 (Cth), including the Australian Privacy Principles and any applicable amendments, regulations, or guidelines issued under such legislation, and any other law or code (whether statutory or otherwise) in Australia that regulates the handling of Personal Information.
Purchase Order	means the written order established between the parties in accordance with clause 1.2.
Regulator	means any statutorily recognised supervisory or government agency, body or authority having regulatory or supervisory authority over a Party.
Regulatory Event	means any change in a Law, including: (a) amendments to or repeals of any part of any statute, ordinance, code or Law including the Telecommunications Act 1997 (Cth), the Competition and Consumer Act 2010 (Cth), or the introduction of a new statute, ordinance, code, standard or Law; (b) a directive of, or determination by, a Regulator; (c) registration or determination of a new industry code or industry standard under the Telecommunications Act 1997 (Cth), or amendments to or repeals of any existing code or industry standard; (d) the issue by the ACCC of a Competition Notice (as defined in section 151AB of the Competition and Consumer Act 2010 (Cth)) which affects any Services or the subject matter of the Agreement;



	(e) the determination, addition, variation or removal of a Service Provider Rule (as defined by section 98 of the Telecommunications Act 1997 (Cth)) applicable to Supa Network or a Third Party Supplier; or (f) an amendment, declaration, addition or removal of a condition to Supa Network's carrier licence.
Service Level Agreement	means the relevant Supa Network published agreement nominated for a particular Service, that details the service levels in respect of that Service and the consequences if those service levels are not met. Supa Networks will publish the Service Level Agreement, and any updates made in accordance with this Agreement in the Customer Portal.
Service Request	means a written request from the Customer for the provision, variation or cancellation of a Service provided by Supa Networks in the form set out in Annexure A
Service Schedule	means the product and technical description of, and schedule of terms applicable to, a particular type of Service. Supa Networks will publish each Service Schedule, and any updates made in accordance with this Agreement in the Customer Portal.
Service(s)	means any carriage service or content service to be provided by Supa Network to the Customer over the Network, as described in a Purchase Order and the applicable Service Schedule.
Specifications	means in relation to any Services : (a) the required functionality and performance criteria for the Services as set out or referred to in the relevant Schedule; and (b) the functional and performance specifications set out or referred to in the Supplier's standard documentation for the Services, including in the Documentation, and in the event of any conflict or inconsistency between the functionality and performance criteria referred to in paragraphs (a) and (b) immediately above, the functionality and performance criteria referred to in paragraph (b) prevails to the extent of such conflict or inconsistency.
Supplemental Work	means works that are in addition to the standard UNI installation works performed by Supa Networks to enable connection to the Services.
Third Party	means a party who is not a party to this agreement.
Third Party Supplier	means a supplier of goods or services to Supplier including goods or services used to supply Services to Customer.

## 29.2. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) any reference to a 'person' includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same includes a reference to the others;
- (b) references to any legislation, statute or statutory provisions includes a reference to those provisions as amended or re enacted or as their application is modified by other provisions from time to time and any reference to a statutory provision includes any subordinate legislation made from time to time under that provision;
- (c) references to clause(s) and Schedule(s) are references to clause(s) and Schedule(s) of and to this Agreement;

- (d) references to sections(s) are references to sections(s) of a Schedule;
- (e) references to any Party include its successors (whether by operation of applicable Law or otherwise) and permitted assigns;
- (f) any phrase introduced by the words 'including', 'include', 'in particular', 'for example' or any similar expression must be construed as illustrative only and must not be construed as limiting the generality of any preceding words;
- (g) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa; and
- (h) a reference to '\$' or 'dollars' is a reference to Australian dollars.
- (i) The headings and sub-headings in this Agreement are inserted for convenience only and do not affect the meaning of this Agreement.
- (j) Each of the Schedules to this Agreement has effect as if set out in this Agreement.
- (k) If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

Executed as a Deed on:

[Insert Date Here]

Executed by **SUPA Networks Pty Ltd ABN 55 624 043 303** in accordance with section 127(1) of the Corporations Act 2001 (Cth)

.....  
Director signature

.....  
Director / Company Secretary signature

.....  
Director name

.....  
Director / Company Secretary name

.....  
Date

.....  
.....  
Date

Executed by the **Customer** in accordance with section 127(1) of the Corporations Act 2001 (Cth)

.....  
Director signature

.....  
Director / Company Secretary signature

.....  
Director name

.....  
Director / Company Secretary name

.....  
Date

.....  
Date

# Annexure A

## Service Request

To :

Customer Name :

Date Requested

Date Required [ must be at least 30 days after the Date Requested] :

Customer Reference No :

Type of Service required	
Address of proposed Services	
Point of interconnect	
Contact details of property owner/occupier for purpose of arranging access	
Details of any Supplemental Work	
Any other relevant information	

# Schedule 1

30 May 2025

# SUPA Networks FY2026 Wholesale Tariff & NNI Handoff Update

Dear valued Retail Service Provider,

SUPA Networks continues to evolve our wholesale fiber access framework in response to the national expansion of our network, engagement with our retail partners and in line with our objective to deliver an optimised super-fast experience for users. As part of our transition to a scalable, multi-state carrier model, we are implementing changes to plan pricing, additional points of interconnection and new services to provide flexible connection options for RSP's.

In consultation with existing and upcoming RSPs joining the network, we are extending our network to provide state-based handoffs. This approach will enhance routing performance, enable future automation, and align with regional handoff expectations.

# Updated FY2026 Plan Pricing (Effective 1 July 2025)

Plan (Mbps)	Current Rate	Rate effective 1 <sup>st</sup> July 2025
SUPA Fibre 25/10	\$45.50	\$48.00
SUPA Fibre 50/20	\$48.50	\$53.00
SUPA Fibre 100/40	\$54.00	\$59.00
SUPA Fibre 250/50	\$57.00	\$63.00
SUPA Fibre 500/50	\$59.00	\$65.00
SUPA Fibre 750/50	\$61.00	\$67.50
SUPA Fibre 1000/50	\$64.00	\$69.00
SUPA Fibre 2000/1000 (NEW)	N/A	\$90.00

# SUPA Max Boost Plans – Matched Upload Speeds

All SUPA Max Boost plans remain and will maintain the flat \$10.00 uplift compared to their base plans, supporting symmetrical use cases such as content creation, cloud sync, and remote working environments.

Plan (Mbps) (Symmetric)	Rate effective 1 <sup>st</sup> July 2025
SUPA Fibre Boost 100/100	\$69.00
SUPA Fibre Boost 200/200	\$73.00
SUPA Fibre Boost 250/250	\$73.00
SUPA Fibre Boost 500/500	\$75.00
SUPA Fibre Boost 1000/1000	\$79.00
SUPA Fibre Boost 2000/2000	\$100.00



# Migration Policy – All Users

Please note, Effective 1 July 2025, all existing connected services will be migrated to the new FY2026 plan types. Legacy plans and grandfathered pricing will be retired and will **not** be supported, maintained, or available for connection of new services beyond this date.

## State-Based NNI Handoff – Charges & Conditions NNI Monthly charges & Setup Fees:

NNI Product Type	Monthly Recurring Charge	Setup & Activation Fee
10GBase-LR (per NNI Bearer)	\$150.00	\$1,500
10GBase-ER (per NNI Bearer)	\$150.00	\$1,500
100GBase-LR4 (per NNI Bearer)	\$600	\$10,000
100GBase-ER4 (per NNI Bearer)	\$600	\$10,000

Monthly NNI charges apply for Sydney are effective from 1<sup>st</sup> July 2025. NNI set up and monthly recurring charges for Melbourne, Brisbane and Canberra POI's are waived until 1<sup>st</sup> July 2026, providing RSP's the opportunity to expand their network coverage with minimal additional set up and recurring costs. In addition, NNI set up costs are waived for Sydney for new RSP's connecting prior to 1<sup>st</sup> July 2026.

# Interstate Transit Fee (ITF)

For RSPs unable to connect to all designated state NNI locations by 31 December 2025, an Interstate Transit Fee (ITF) will apply from 1 January 2026. This fee represents the reasonable costs of SUPA Networks providing interstate carriage to those RSP's who elect to only connect to the Sydney POI and activate services in inter-state locations. Further it provides flexibility for RSP's to grow with SUPA Networks and connect state based POI's as they grow active services and achieve necessary scale to justify investing in infrastructure and backhaul services in interstate locations. The ITF is a per month per service fee as follows:

Plan (Mbps)	Plan Rate
SUPA Fibre 25/10	\$1.00
SUPA Fibre 50/20	\$2.00
SUPA Fibre 100/40	\$3.30
SUPA Fibre 250/50	\$7.50
SUPA Fibre 500/50	\$9.60
SUPA Fibre 750/50	\$11.50
SUPA Fibre 1000/50	\$12.90
SUPA Fibre 2000/1000 (NEW)	\$16.00

The above pricing also applies to the SUPA Max plans as follows:

Plan (Mbps) (Symmetric)	Plan Rate
SUPA Fibre Boost 100/100	\$3.30
SUPA Fibre Boost 200/200	\$7.50

<b>SUPA Fibre Boost 250/250</b>	<b>\$9.60</b>
<b>SUPA Fibre Boost 500/500</b>	<b>\$11.50</b>
<b>SUPA Fibre Boost 1000/1000</b>	<b>\$12.90</b>
<b>SUPA Fibre Boost 2000/2000</b>	<b>\$16.00</b>



 supanetworks.

SUPA acknowledges the Traditional Custodians of the Lands on which we operate throughout Australia, and recognise their continuing connection to the land, waters and culture. We pay our respects to them and to Elders, past, present and emerging.

