

TOTAL RECALL VR CIRRUS 60 SERVICE SCHEDULE

This Service Schedule forms part of the agreement between Prolancer Pty Ltd - ACN 115 942 357 - and you (the Agreement).

Any terms defined in the Standard Service Agreement and the Service Order Form have the same meaning in this Service Schedule unless defined in this Service Schedule or the context requires otherwise.

To place an order for the Service described in this Service Schedule, please complete, sign and return to us the Service Order Form provided to you.

1. DEFINITIONS

“Incident” means any Unplanned Outage or deterioration in the performance of the Service.

“Planned Outage” means a pre-defined period of time as reasonably determined by us, that we may interrupt supply of the Service to you for routine maintenance, upgrading or other similar activities, after giving you at least 3 days’ prior notice.

“Resolution” means the elapsed time between Our Response to an Incident or Service Request, and Services being restored to their pre-Incident condition.

“Response” means the elapsed time between the earlier of:

- 1) You making a Service Request or reporting an Incident to us; or
- 2) Us responding to an alarm on Our Network in relation to an Incident, and acknowledgement by us of the Service Request or Incident (or notification of Incident if we were responding to an alarm) to your nominated contact via a pre-agreed method (e.g. e-mail).

“Service Availability Target(s)” means the targeted Service availability

“Service Rebates” means the rebates related to breach of Service Availability Targets.

“Service Request” means a request for information or a change relating to a Service, where the request falls within the scope of the Services without incurring additional charges.

“Service Use Address” is the Customers’ address where Customers access the Service.

“Severity” means our categorisation of Service Requests and Incidents that dictate the speed and method of Our Response and Resolution.

“Unplanned Outage” means any interruption to the Services other than a Planned Outage.

2. SERVICE

2.1 Service Description

The Service:

- (a) Is dedicated, hosed Total Recall VR audio logger and call recorder that can be used to record audio from:
 - (i) IP (VoIP) telephones using SIP, SIPrec and Cisco Built in Bridge (BiB);
 - (ii) Two-way radios and consoles using RoIP, Omnitronics RoIP, Tait VRP and Hytera HDAP;
 - (iii) IP intercoms and emergency help points using AoIP, SIP and SIPrec;
 - (iv) Public broadcast radio using AoIP, RoIP and RTSP;
 - (v) IP public address and announcement systems using AoIP, SIP, SIPrec and RTSP;
 - (vi) IP (VoIP) air traffic management (ATM) and control (ATC) systems using ED-137;
- (b) Has capacity to record sixty (60) concurrent sessions continuously (24/7 basis).

2.2 Service Inclusions

For each Minimum Period we will include:

- (a) A dedicated Total Recall VR recorder capable of recording up to sixty (60) concurrent sessions and all features activated.
- (b) Unlimited number of Activation Licenses for the following PC applications:
 - (i) Total Recall VR Browser
 - (ii) Total Recall VR Monitor
 - (iii) Total Recall VR Event Player
 - (iv) Total Recall VR Audio Player
- (c) Unlimited GB inbound data traffic to be used to send audio to the recorder to be recorded.
- (d) Six hundred (600) giga-bytes (GB) outbound data traffic to be used to monitor (listen to) recordings in progress, search for completed recordings and play (listen to) completed recordings.
- (e) One thousand (1000) giga-bytes (GB) of storage space for recordings. This size of storage allows for storing of up to 60,000 audio hours of recordings.
- (f) One thousand (1000) giga-bytes (GB) storage space for a single weekly snapshot (backup) of the storage space for recordings.
- (g) Nine hundred thousand (900,000) database records to store metadata for recordings.

- (h) Two (2) public IP addresses for use with the Service.
- (i) One (1) public host name for use with the Service.

2.3 Service Exclusions and Limitations

- (a) We are not obliged to provide any service or product not expressly described as forming part of the Service in this Service Schedule.
- (b) If the Internet service at the Service Use Address is not functioning, such that a connection cannot be established between your devices being recorded and our recorder, the Service will not function.
- (c) The number of concurrent sessions that may be recorded using the Service is limited by the amount of available uncongested bandwidth on the Internet service at the Service Use Address. You acknowledge that the Service may require as much as 100Kbps of uncongested upstream and downstream bandwidth for each session to be recorded. The Internet service at the Service Use Address must be suitably scaled to support the number of concurrent sessions you require.
- (d) The Service must not be acquired or used for illegal and unauthorised recording.
- (e) We reserve the right to vary any method of supplying the Service provided that the Service substantially conforms to the specifications outlined in this Service Schedule.

2.4 Service Availability

- (a) We will use due care and skill in providing the Service. However, given the nature of the Service (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault free or accessible at all times.
- (b) We may notify you of a Planned Outage from time to time in order to conduct maintenance on Our Network.
- (c) We may conduct pre-emptive maintenance health checks at our discretion provided that these are conducted during standard Business Hours with minimal or no interruption to the Service. Such works include standard diagnostics, system and error logs, application installations and licensing, security settings, environmental factors, and any other checks we consider necessary to ensure the systems that deliver the Service are performing without impending issues.

3. PROVISIONING

3.1 Your Responsibilities

- (a) You are responsible for:
 - (i) Sourcing and providing a suitable Internet service that meets our requirements in relation to both upstream and downstream speeds. Furthermore, you should ensure any data plan limits will not impact or impede the performance of the link;
 - (ii) Complying with all our directions in relation to the use of the Service (including all directions in relation to security of passwords in using the Service);

- (iii) Ensuring that only secure passwords are used;
- (iv) Paying for all Charges resulting from use of the Service, whether authorised by you or not;
- (v) Ensuring that any hardware or software supplied by us as part of the Service is not modified, interfered with or altered in any way without our prior written consent;

3.2 Service Demarcation Point

- (a) The service demarcation point for all reporting, metrics and support is the external interface of our gateway to the Internet (Network Boundary).
- (b) We will commit to delivering an acceptable quality of service to the Network Boundary on our side of the service demarcation point, but take no responsibility for connectivity or devices, switches, routers, firewalls or any other device managed by you that may negatively impact or degrade the Service.
- (c) Additional charges may apply if you require assistance in diagnosing or remediating poor voice quality issues beyond this service demarcation point.

3.3 Order Processing

- (a) We will use reasonable efforts to meet your requested commencement date for the Service. However, we do not represent or warrant that the Service will be available to you by that date.
- (b) We will keep you informed of our progress in provisioning the Service.

4. SERVICE LEVELS

4.1 Service Availability Target

- (a) You acknowledge that we receive services from Providers in relation to the provision of the Service. We may notify you of a change to the service levels for services from Providers in relation to the Service if the change may adversely affect the Services by giving not less than seven days' notice in writing. At the end of the seven days, the changed service levels shall apply to the Service.
- (b) The availability target for the Service will be 99.95%.
- (c) We will endeavour to maintain the Service at a level consistent with achievement of the relevant Service Availability Target above. Failure to achieve this Service Availability Target will entitle you to a Service Rebate.
- (d) Availability shall be calculated per calendar month as the total Standard Service Hours for the relevant month less any Unplanned Outages on the Service during the relevant month divided by the total Standard Service Hours for the relevant month expressed as a percentage (rounded up to the nearest two decimal places).
- (e) Availability refers to the Service only and does not extend beyond the Service Demarcation Point.

4.2 Incidents and Service Requests

- (a) All Incidents and Service Requests are categorised by Severity. Severity levels are defined as follows:
- (i) Severe – all functions of the Service are not available.
 - (ii) Major – at least one major functions of the Service are not available.
 - (iii) Minor – at least one minor function of the Service is not available.
 - (iv) Low – generally reserved for enquires related to the Service.
- (b) Service Requests and Incidents are prioritised by us on a reasonable basis, with every Incident or Service Request receiving a Severity categorisation. We will, however, have regard to any request by you for a change in priority.

4.3 Response and Resolution Targets

- (a) We will use reasonable efforts to respond and resolve Incidents and Service Requests during Business Hours as follows:
- (i) Incidents and Service Requests that are categorised as Severe:
 - i. Response within 1 hour;
 - ii. Resolution within 6 hours;
 - iii. Monthly target 99%.
 - (ii) Incidents and Service Requests that are categorised as Major:
 - i. Response within 2 hour;
 - ii. Resolution within 8 hours;
 - iii. Monthly target 99%.
 - (iii) Incidents and Service Requests that are categorised as Minor:
 - i. Response within 2 hour;
 - ii. Resolution within 2 Business Days;
 - iii. Monthly target 97%.
 - (iv) Incidents and Service Requests that are categorised as Low:
 - i. Response within 2 Business Days;
 - ii. Resolution within 5 Business Days;
 - iii. Monthly target 95%.

4.4 Service Rebates

(a) Subject to the conditions and exemptions below, our failure to meet the Service Availability Target for the Service, will entitle you to the following Service Rebates:

- (i) Nil if the monthly availability of the Service is 99.5% or greater;
- (ii) 5% of the monthly Charges availability of the Service is between 98% and 99.5%.
- (iii) 10% of the monthly Charges availability of the Service is between 95% and 97.99%.
- (iv) 15% of the monthly Charges availability of the Service is at or below 94.99%

(b) The following conditions apply to the Service Rebates:

- (i) Service Rebates apply only to availability of the Service on our side of the service demarcation point;
- (ii) The maximum Service Rebate payable for a Service in a calendar month is capped at 15% of the total monthly charges for the Service in a calendar month;
- (iii) The payment of a Service Rebate is your sole remedy for our failure to meet the relevant Service Availability Target;
- (iv) You must apply for a Service Rebate by contacting us and following the prescribed process for obtaining Service Rebates within thirty (30) calendar days of the end of the calendar month to which the Service Rebate applies;
- (v) The Service Rebate is only to be applied by way of a credit, and cannot be redeemed for cash; and
- (vi) Services Rebates will not apply where one or more of the exemptions (outlined below) apply.

(c) You will not be entitled to a Service Rebate to the extent that one or more of the following exemptions apply:

- (i) The Incident giving rise to the Service Rebate was directly or indirectly caused by:
 - i. Your acts or omissions or those of your employees, contractors or agents;
 - ii. A Force Majeure Event;
 - iii. Your equipment, software modifications, updates or changes (whether or not approved by us), or the failure or malfunction of equipment, applications or systems not owned or controlled by us; or
 - iv. Third party service provider or as a result of a fault on a third party service provider's network;

- (ii) A disruption or delay in restoring the Service is caused by or was contributed to by you (including, without limitation, the exercise of our right to suspend the Service in accordance with the Standard Services Agreement);
- (iii) You fail to comply with any of your obligations under this Service Schedule; or
- (iv) You fail to pay any charges due to us when due and payable.

5. PRICING

5.1 Charges

- (a) The Charges for the Service will consist of:
 - (i) Non-recurring provisioning charges specified in the Service Order Form;
 - (ii) Monthly recurring charges specified in the Service Order Form;
 - (iii) Monthly usage charges specified in the Service Order Form;
 - (iv) Other charges that apply to the Service as set out in the Service Order Form or as otherwise agreed with you.
- (b) From time to time, fluctuations in exchange rates will require us to adjust the Charges that are applicable to the Service. We will provide you with not less than five (5) days' written notice of a change to the Charges.
- (c) All amounts are in United States Dollars and exclusive of Indirect Taxes unless otherwise stated. The Service attracts Indirect Taxes and Indirect Taxes will be included on any invoices supplied for the Services.

6. ADDITIONAL TERMS AND CONDITIONS

6.1 Improper Use of Service

- (a) You must not use the Service for illegal and/or unauthorised recording of conversations and copyrighted material.

6.2 Service Updates and Variations

- (a) We may vary the Service provided to you in the following circumstances:
 - (i) if, in our reasonable opinion, the Service needs to be varied or added to in any way from time to time, in which case we may do so at our discretion without reference to you, provided the variation does not result in any material deterioration in the quality of the Service; and

- (ii) in any other case, upon thirty (30) days' prior written notice to you (such notice may contain a new Service Schedule (the New Service Schedule), for the avoidance of doubt the terms of the New Service Schedule will supersede the terms of this Service Schedule).

6.3 Withdrawal of the Service

- (a) We reserve the right to not accept orders for the Services and to withdraw the Service from the market on fifteen (15) days' notice.