
2degrees

2degrees Internet Express (IEX) Service Schedule

1. Definitions.

Defined terms in the Standard Terms and Conditions or Master Service Agreement (as applicable) have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

2degrees means Vocus (New Zealand) Limited (NZCN 1371006).

2degrees SLA means the 2degrees service level agreement which can be found at <https://business.2degrees.nz/legal-contracts> as updated from time to time.

BGP means Border Gateway Protocol version 4.

DDoS means distributed denial-of-service.

DDOS Protection Service means the distributed denial-of-service protection service which assists in attacks that attempt to make our and/or your network unavailable to its intended users.

Service means IEX and DDOS Protection Service (where applicable).

Service Interface means the physical interface at the Service Delivery Point by which you connect to the IEX Service.

2. The Service

- 2.1. This Service Schedule applies to the delivery of Services across the 2degrees Network. This Service Schedule will apply to the first and any subsequent Service Orders executed by you and us for the Services.
- 2.2. We will provide the Services to you on the terms of the Standard Terms and Conditions or Master Service Agreement (whichever is applicable), this Service Schedule and any applicable Service Orders, all of which are binding on you. You must use the Services (and, where applicable, will ensure that your End Users use the Services) in accordance with the terms of the Standard Terms and Conditions or Master Service Agreement, this Service Schedule, any applicable Service Orders and all applicable laws.
- 2.3. We may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on you.

3. 2degrees Internet Express

- 3.1. 2degrees Internet Express (IEX Service) is a **business Internet service**

with the following limitations:

- 3.1.1. You must supply your own router;
- 3.1.2. BGP routing is not available;
- 3.1.3. IEX Service may not be used in a redundant port arrangement; and
- 3.1.4. IEX Service is only available with Flat Rate billing. Data Plan billing, IP Burst and Aggregated Billing are not available.
- 3.2. IEX Service may not be used by Internet, hosting or other service providers as part of their own products or services or used to aggregate Internet traffic for more than one (1) End User.
- 3.3. A IEX Service may be re-sold "as-is" to an End User.
- 3.4. IEX Service may not be sold for provision into a data centre, except where agreed to in writing by us.
- 3.5. Where you are in violation of clauses 3.2, 3.3 or 3.4, we may suspend or cancel a service on two (2) days written notice.

4. Billing

- 4.1. The IEX Service may be billed using one of the following methods:
 - 4.1.1. Flat Rate: where a fixed monthly amount is payable by you based on the speed of the Service.
 - 4.1.2. Data Plan: where a fixed monthly fee for a fixed amount of traffic is payable by you and any excess usage is charged at the rate as listed in the Service Order.

5. IP Addressing

- 5.1. IP Addresses supplied by us.
 - 5.1.1. You may elect to use our supplied IP addresses which will be of type IPv4 and/or IPv6.
 - 5.1.2. A single four (4) IPv4 subnet is provided at no charge for use between our border router and your router. Fees apply for any additional IPv4 addresses.
 - 5.1.3. Any IP addresses allocated to you by us remain the property of us and is not transferable.
 - 5.1.4. Your right to use our supplied IP addresses ceases upon the termination of the agreement for supply of the Service, cancellation of the Service, or where we cease to provide the IEX Service to you.
 - 5.1.5. We reserve the right to change your supplied IP addresses allocated to you on at least 7 days' notice or immediately if an urgent change is

required in order to maintain our Network availability or stability or to correct a fault. We will work with you in order to minimize any disruption to the IEX Service during the change.

- 5.1.6. You may request the reallocation of IP Addresses to an active IEX Service which is subject to our approval. Additional fees apply for reallocations of more than four (4) contiguous IP addresses. Depending on the size of the address reallocation, additional information may be required from you in order for us to fulfil the request.
- 5.1.7. In the event we cancel the IEX Service to which the IP Addresses are attached, the IP Addresses may be allocated to the Services to other of our customers.
- 5.1.8. Requests for more than 256 IP addresses are not generally available from us and should be referred to APNIC (Asia Pacific Network Information Centre) or the relevant Regional Internet Registry.
- 5.2. IP Addresses supplied by you.
 - 5.2.1. You may elect to supply your own IP Addresses in which case you must ensure the timely payment of all fees due and payable to applicable Regional Internet Registries (including but not limited to APNIC).

6. DDoS Protection

- 6.1. If ordered by you with your IEX Service in the Service Order, we must provide you with a DDoS Protection Service in accordance with this clause 6 (DDoS Protection Service).
- 6.2. The DDoS Protection Service provides protection against DDoS events that, in the sole opinion of us, require mitigation using traffic scrubbing, filtering, black holing or any other action in order to protect our Network and/or your network. The Service Order will stipulate whether you have procured one or both of the following components of the DDoS Protection Service:
 - 6.3. DDoS Detect – which comprises of DDoS and traffic reporting, DDoS event alerts.
 - 6.4. DDoS Protect – which comprises of the provision of on-net DDoS protection to automatically mitigate DDoS events detected by the 2degrees DDoS detection system at all times.
 - 6.4.1. We may use BGP routing protocols or any other means to direct Customer bound traffic to 2degrees DDoS mitigation devices for the duration of the attack only.

- 6.4.2. You may also contact our support centre to request 2degrees DDoS Protect if an attack was not detected by 2degrees DDoS Detect.
- 6.4.3. We will in our sole discretion determine the method of mitigation to be used against a DDoS attack including, but not limited to, scrubbing, filtering and black holing of traffic.
- 6.4.4. Scrubbing of DDoS traffic as an action to mitigate a DDoS attack is limited to the current capacity of the on-net scrubbing system within our Network.
- 6.4.5. At any given time, the current capacity will depend on the source of the attack traffic, the ingress route and type of traffic destined for the host under attack, the volume of concurrent traffic being scrubbed and other factors.
- 6.4.6. Where a DDoS attack is larger than the scrubbing capacity of our mitigation system, we may black hole traffic or use other methods at our disposal to mitigate the attack.
- 6.5. If you have only procured DDoS Detect may request that we provide DDoS Protect for a period of up to 24 hours for an additional fee by contacting our support centre via telephone. At the end of the applicable 24 hour period, we will cease providing 2degrees DDoS Protect unless notified by you to continue for a further 24 hour period for an additional fee.
- 6.6. If you have not ordered a DDoS Protection Service, you may request, at no charge, mitigation of a DDoS attack in accordance with clause 6.5 once during the term of their IEXService, after which you must order a DDoS Protection Service.
- 6.7. The DDoS Protection Service provides volumetric DDoS protection, not protection against application-level attacks. DDoS protection is not available if in the sole opinion of us:
 - 6.8. the traffic is not categorised as volumetric DDoS traffic, or
 - 6.9. the work required to identify, profile, and mitigate the traffic is substantial, in which case we may charge a fee for service as agreed by you.
- 6.10. If you order a DDoS Protection Service you are entitled to access online systems via a single user ID as provided by us which includes information regarding DDoS events. You may request access for additional users for a fee.
- 6.11. Each order for a DDoS Protection Service may be applied only to one IEX Service (a single connection or an aggregated billing group of internet connections) provided by us under a Service Order. All IP addresses

associated with that IEX Service will be monitored. Additional charges apply if you require monitoring of additional IP addresses or a subset of a larger range of IP addresses already being monitored.

6.12. With respect to the DDoS Protection Service, we are not liable and otherwise excludes all liability in negligence or otherwise (whether under this agreement, any other 2degrees agreement or under any 2degrees SLA) in connection with, or in relation to:

6.12.1. any traffic being rerouted away from you or any delays or other changes to traffic caused by routing, filtering or cleaning of your traffic;

6.12.2. DDoS events not detected or protected by us; or

6.12.3. any traffic to, or from your Service that may be delayed, dropped or otherwise affected.

7. Service Level Agreement

7.1. Subject to the terms of the Standard Terms and Conditions or Master Service Agreement, this Service Schedule and any applicable Service Orders, we will provide the Services in accordance with the 2degrees SLA.