BETWEEN

**INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED
ACN 080 344 190**

AND

**SD NAME
ACN 000 000 000**

Date:

CONTENTS

BETWEEN **INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED** ACN 080 344 190 of of Level 12, 75 Miller Street North Sydney NSW 2060 *(INMS)*

AND **SD Name** ACN 000 000 000 of SD Address *(SD)*

PART I: INTRODUCTION

1. BACKGROUND TO THE CONTRACT

1.1 INMS administers and manages the processes associated with providing number portability for Freephone and Local Rate services.

1.2 Local Rate and Freephone number portability allows a customer to change its preferred service deliverer for Freephone or Local Rate services and retain its telephone number for those services.

1.3 Number allocation and related services (Delegated Services) are provided by the ACMA or its delegate, currently Zoak Pty Ltd (Zoak). INMS offers Subscribers the option of accessing Zoak's system for the provision of Delegated Services by way of a proxy interface.

1.4 Subscription to the Services of INMS is open to all CSP's.

1.5 SD wishes to obtain the Services from INMS.

1.6 INMS will supply the Services to SD on the terms of this Contract.

2. CONTRACT STRUCTURE

2.1 This Contract is divided into 7 parts:

(a) Part I: Introduction;

(b) Part II: Becoming an INMS Subscriber;

(c) Part III: Testing;

(d) Part IV: Service Delivery;

(e) Part V: Termination of the Services;

(f) Part VI: General Terms and Conditions; and

(g) Part VII: Definitions.

2.2 The relationship between SD and INMS is governed by:

(a) the Telecommunications Act;

(b) the Numbering Plan;

(c) the Business Rules; and

(d) this Contract.

On any point of conflict between any of these documents, the document dealing with the point of conflict ranked first in the list will prevail.

3.   TERM

3.1   This Contract commences on 1 August 2015 ("Commencement Date") and, subject to clause 3.2, continues in full force and effect until midnight 1 August 2019 ("Term") or until terminated in accordance with this Contract.

3.2   SD may extend the Term of this Contract for further successive three year periods by notifying INMS in accordance with clause 25 of the extension one month prior to 1 August 2019, or prior to the end of the current Term if the Term has previously been extended in accordance with clause 3.2.

PART II: BECOMING AN INMS SUBSCRIBER

4. OBLIGATIONS

Subscriber Application

4.1 To become an INMS Subscriber, an authorised representative of the SD must complete a Subscriber Application. The SD must also execute this Contract and, if they wish to connect to the INMS system using an XML Interface, deliver to the INMS Representative a Digital Certificate in accordance with clause 4.8.

4.2 The SD warrants to INMS that at the time of supply of the Subscriber Application and during the term of this Contract that it is and will remain a CSP, and agrees to immediately notify INMS if it should cease to be a CSP.

Interfacing with INMS

4.3 To obtain Services from INMS, SD must use one of the following interfaces to interact with the INMS system:

(a) Web Browser Interface; and/or

(b) XML Interface.

4.4 SD may design and develop an XML Interface (as part of its SD System) and if so must ensure that it is compatible with the INMS System and uses at all times, the standards and protocols described in Schedules 1 and 3 as varied from time to time.

4.5 In relation to the XML Interface the parties agree that SD:

(a) will be responsible for development, support and maintenance of its own technical infrastructure to the point of connection with the INMS System;

(b) must ensure that the SD Network for the purposes of this Contract complies with the response times set out in the Business Rules; and

(c) is permitted to use its XML Interface, for its connection of the SD System to the INMS System, or to alternative number management applications should the current INMS arrangements change, as advised by INMS in writing.

4.6 SD acknowledges that the XML Interface Specification and the XML Interface may incorporate Confidential Information of INMS and accordingly SD is not permitted, without the written approval of INMS, to sell or otherwise make the XML Interface Specification or the XML Interface available to any other person or use it for any other purpose, other than in accordance with this Contract.

4.7 SD must not knowingly do anything that will adversely impact the INMS System and must use reasonable efforts to ensure that its connection of the SD System to the INMS System will not adversely affect the INMS System, another INMS Subscriber's system or adversely impact on INMS' ability to provide services to other CSP's.

Security and Digital Certificates

4.8 To obtain Services from INMS, SD must maintain at least one SD Digital Certificate at all times during the term of this Contract.

4.9 If using a XML Interface, SD must deliver the SD Digital Certificate to the INMS Representative either by hand or by email. The SD must at all times keep secret the SD Digital Certificate Private Key. Services may not be provided to SD until 5 days after delivery of the SD Digital Certificate.

4.10 If using a Web Browser Interface, SD acknowledges that a digital certificate will be inserted into the SD's nominated computer or device by INMS as part of the user account creation process.

4.11 SD will use its SD Digital Certificate in all electronic requests for Services through the XML Interface or the INMS Web Browser Interface.

4.12 SD agrees to keep the SD Digital Certificate (and any Sub-Certificates) secure. SD may use and INMS will accept an expired SD Digital Certificate only where SD has notified INMS in writing that it intends to use the expired SD Digital Certificate. Where INMS has not received such written notification from the SD, INMS may reject any electronic request made with that expired SD Digital Certificate..

4.13 Both parties agree to use reasonable efforts to comply with the Security Management Framework in Schedule 1.

4.14 Both parties agree to change their digital certificate immediately upon becoming aware that their digital certificate has been compromised. Where the SD uses an XML Interface, a replacement digital certificate of the SD will be delivered to the INMS Representative or another person nominated by INMS.

4.15 If SD discovers any security breach of the SD Digital Certificate (or any Sub-Certificate) then it must notify INMS:

  (a) initially via telephone to the INMS Representative; and then

  (b) confirmed in writing in accordance with the notice provisions set out in clause 25.

4.16 Where SD becomes aware of any security breach in relation to their SD Digital Certificate and fails to notify INMS, INMS will not be responsible for or liable to any party resulting from such security breach and notwithstanding any other clause in this Agreement, SD will indemnify INMS fully for any losses, damages or costs that result from such security breach.

4.17 INMS shall as soon as practicable after receipt of a notice from SD that the SD Digital Certificate has been compromised in accordance with clause 4.15 take steps to suspend Services to the SD.

4.18 Where SD notifies INMS of a security breach and INMS fails subsequently to reasonably act upon such notice, SD will not be liable for any transactions made or effected using the SD Digital Certificate for the period that INMS has failed to act.

4.19 If INMS discovers any security breach of its digital certificate then it must notify SD:

  (a) initially via telephone to the SD Representative; and then

(b)   confirmed in writing in accordance with the notice provisions set out in clause 25.

Zoak Proxy Access

4.20 To obtain access to Zoak services via the INMS proxy solution, SD must indicate that it wishes to acquire Proxy Services in its Subscriber Application.

4.21 SD acknowledges that it will also need to enter into a separate agreement with the ACMA or it delegate (currently Zoak) if it wishes to be provided with Delegated Services.

4.22 SD acknowledges that Delegated Services are provided by the ACMA or its delegated, currently Zoak, and that INMS merely provides an interface to the Zoak system. INMS accepts no responsibility for the provision of the Delegated Services provided by Zoak and excludes liability for any loss or damage suffered by the Subscriber due to any failure by Zoak to provide Delegated Services, or to provide Delegated Services in an accurate and/or timely manner.

Costs

4.23 SD will bear all SD's specific costs of this clause 4.

PART III: TESTING & DATA MIGRATION

5. TESTING

XML Interface Testing

5.1 Subject to clause 5.2, XML Interface testing may be commenced by the SD upon successful completion of the application process set out in clause 4.

5.2 SD must give INMS at least 4 weeks' notice of its intention to undertake XML Interface Testing. Any SD that, at the Commencement Date, has an existing and operational XML Interface and has previously received an Acceptance Certificate from INMS, does not need to undertake further XML Interface testing in accordance with this clause 5.

5.3 To receive the Services via the XML Interface, the SD must be in possession of an Acceptance Certificate from INMS. INMS will issue an Acceptance Certificate to SD once SD has participated in and successfully completed to the satisfaction of INMS a series of system tests conducted between the SD system and the INMS system. In order to commence testing, SD agrees to pay INMS the Testing Fees set out in Schedule 2.

5.4 If the SD does not successfully complete the XML Interface Testing, INMS will issue a notice setting out dates on which SD may recommence XML Interface Testing. To recommence testing, SD must pay INMS the Testing Fees set out in Schedule 2.

Testing – General

5.5 The SD agrees to make itself available for any reasonable future testing or re-testing (including End to End Testing and Disaster Recovery Testing) and any testing required that results from a variation in accordance with clause 26. Such testing is to be conducted at a time to be agreed between the parties.

5.6 The SD will bear all SD specific costs of this clause 5.

PART IV: SERVICE DELIVERY

6. SERVICE DELIVERY

Services

6.1 INMS must be in a position to provide SD with the Services the SD has requested:

(a) via the INMS Web Browser Interface:

    (i) after INMS has processed the SD's Subscriber Application; and

    (ii) from the Commencement Date.

(b) using the SD's XML Interface:

    (i) after INMS has processed the SD's Subscriber Application; and

    (ii) after SD has successfully completed XML Interface Testing in accordance with clause 5 and been provided with an Acceptance Certificate and INMS has issued the SD with its Commencement Date;

from that Commencement Date.

(c) If requested in the Subscriber Application, a proxy interface to the Zoak system after:

    (i) INMS has processed the SD's Subscriber Application; and

    (ii) Zoak has granted the SD access to Delegated Services via the INMS proxy solution;

from that Commencement Date.

(d) in accordance with this Contract and so long as the Service Fees are being paid in accordance with clause 8.

6.2 INMS must provide the Services:

(a) to the best of INMS' abilities and knowledge with professional care and skill;

(b) in a safe and efficient manner, without negligence;

(c) in compliance with all applicable laws and regulations; and

(d) in accordance with the Service Levels specified in Schedule 4 .

Performance and Measurement of Service Levels

6.3 For as long as INMS provides the Services to SD, INMS must establish and maintain a log of all failures to meet the Service Levels set out in Schedule 4 and problems that have resulted in a failure of any Services. INMS will keep the log up to date and provide a copy to SD upon request from SD.

6.4 INMS cannot ensure compliance with the Performance Levels specified in Schedule 4 where transactions from the SD exceed one fifth of the Transaction Levels set out in Schedule 4. SD acknowledges and agrees that a failure by INMS to meet the

Performance Levels that does not have a material adverse impact on SD's business does not constitute a breach of this Contract.

System Availability

6.5 The INMS System will be available 99.9% on a 24 hour by 7 day a week basis, excluding scheduled maintenance periods. System availability will be measured on a monthly basis. SD releases INMS from any and all claims in connection with INMS System failure that does not solely affect the SD, except as set out in clause 6.6.

Rebates

6.6 Where INMS receives any rebates from its contractor(s) in relation to INMS System availability and Performance Levels, these rebates will be reflected in future INMS charges.

7. REPORTING AND RECORDS

7.1 For as long as INMS provides the Services to SD INMS will provide reports to SD listed in Schedule 2 Table 1b and in accordance with the Specification of Business Requirements.

8. PRICE AND PAYMENT

Services Fees

8.1 The parties agree to the Service Fees and payment terms in Schedule 2. If SD fails to comply with the payment terms in Schedule 2 Interest will accrue at the rate set out in Schedule 2 dealing with late payment and if payment has not been received within 60 days then INMS may suspend all Services.

Taxes

8.2 The parties agree that all amounts payable under this Contract by SD are inclusive of any taxes, duties and charges, including without limitation, withholding taxes or goods and services taxes or similar consumption taxes. INMS will issue tax invoices in accordance with the rules in the *New Tax System (Goods and Services) Tax Act 1999* (Cth) (*Act*) for input tax credits entitlement. The parties also agree that payments (including indemnity payments) made pursuant to this agreement will be made in accordance with the rules in the Act.

8.3 Notwithstanding any other clause in this Contract where a party (*First Party*) is the recipient of a Taxable Supply from a third party for which the other party to this Contract (*Other Party*) is liable to reimburse the First Party, the First Party shall invoice the other party an amount equivalent to the GST Exclusive Value plus any GST payable in respect of that amount.

Variation of Fees

8.4 INMS may vary the Services Fees in accordance with Schedule 2.

No Set Off

8.5 The parties agree that set-off of amounts owing under this agreement from one party to the other (or vice versa) is not permitted under this Contract.

PART V: TERMINATION OF THE SERVICES

9. TERMINATION

9.1   This Contract may be terminated immediately if:

(a)   if SD ceases to be a CSP as defined in the *Telecommunications Act*.

9.2   Notwithstanding any other terms in this Contract, a party may terminate this Contract with immediate effect by giving notice to the other party if:

(a)   that other party breaches any material term of this Contract that is not capable of remedy;

(b)   that other party breaches any material term of this Contract that is capable of remedy but fails to remedy the breach within 30 days after receiving notice requiring it to do so;

(c)   that other party repeatedly breaches any term of this Contract and fails to demonstrate, within 60 days after receiving notice requiring it to do so, to the first party's reasonable satisfaction, that similar breaches will not occur; or

(d)   any event referred to in sub-clause 9.6 happens to that other party (whether or not notified),

9.3   Breach of a material term for the purposes of this Contract is constituted amongst other things when a breach by SD or INMS of its obligations under this Contract has a material adverse effect on INMS or SD's operations or one or more INMS Subscribers or other CSP's.

9.4   SD may terminate this Contract for convenience on 30 days' notice in writing.

9.5   INMS may terminate this Contract on 30 days' notice in writing if the Board of INMS resolves in Special Meeting to dissolve INMS or suspend INMS' operations.

9.6   INMS and the SD must notify one another immediately if:

(a)   one of them disposes of the whole or any part of its assets, operations or business other than in the normal course of business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction or if the new company assumes all of the disposing party's obligations under this Contract);

(b)   any step is taken to enter into any arrangement between a party and its creditors, a party ceases to be able to pay its debts as and when they become due, a party ceases to carry on business or any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of a party's assets or business;

(c)   any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person over the whole or a party's of the assets or business; or

(d)   any step is taken against a party by any government, government body or regulator for any unlawful reduction in its assets or the funds under its control.

10. AFTER TERMINATION OR EXPIRATION

10.1 SD will bear all of its own costs related to disconnecting the SD System from the INMS System.

10.2 SD will return to INMS upon termination or expiration all INMS Documentation and intellectual property and property belonging to INMS, including all copies of information, Confidential Information, and data pertaining to the INMS System, INMS and/or this Contract.

10.3 INMS will return upon termination or expiration, the SD Documentation and all intellectual property and property that belongs to SD including all copies of information, confidential information, and data pertaining to the SD System, SD and/or this Contract.

10.4 After expiration or termination of the Contract, the following clauses continue to apply:

  (a) clause 13 (Warranties);

  (b) clause 16 (Confidential Information);

  (c) clause 20 (Exclusion and Limitation of Liability and Insurance).

  (d) clause 21 (Compliance with Information Laws);

10.5 Termination or expiration of this Contract does not affect any accrued rights or remedies of a party.

10.6 SD will pay to INMS all outstanding services fees and any other amounts owing to INMS as at the date of termination or expiration.

PART VI: GENERAL TERMS AND CONDITIONS

11. PARTIES' OBLIGATIONS

Service Deliverer Obligations

11.1 SD must:

(a) comply with the Business Rules;

(b) ensure that it has sufficient suitable employees or contractors to perform its obligations under this Contract;

(c) ensure that if it is required to attend INMS premises, its employees and the employees of its subcontractors comply with INMS' usual staff and security practices while attending INMS' premises;

(d) comply with INMS' reasonable directions in respect of Services;

(e) provide INMS with information that is in SD's possession or control and that INMS reasonably requires to comply with this Contract;

(f) pursuant to clause 14 nominate a representative as INMS' primary point of contact with SD; and

(g) not knowingly place INMS in violation of any provision in the Numbering Plan related to Freecall and Local Rate Number Portability, or any applicable law, regulation, ordinance or code which INMS has brought to SD's notice or of which SD should be aware.

INMS Obligations

11.2 INMS must:

(a) provide SD with information that is in INMS' possession or control and that SD reasonably requires to comply with this Contract;

(b) not knowingly place SD in violation of any provision in the Numbering Plan related to Freecall and Local Rate Number Portability, or any applicable law, regulation, ordinance or code which SD has brought to INMS' notice or of which INMS should be aware.

Mutual Obligations

11.3 If SD or INMS becomes aware of any actual or alleged non-compliance with the Numbering Plan or the Business Rules or any law, regulation or ordinance relevant to the operation of this Contract, it shall promptly notify the other party in writing. Both parties undertake to work together to ensure compliance with the Numbering Plan and the Business Rules.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 INMS grants to SD a royalty-free, non-exclusive licence to use the INMS Documentation for the purpose of complying with SD's obligations under this Contract.

This licence will not be revoked during the term of this Contract but automatically terminates upon termination or expiration of this Contract.

12.2 INMS will not have rights to the SD's Data Interchange Interface.

12.3 Without INMS' prior written consent, SD shall not use the name, service marks or trademarks of INMS. INMS shall not, without SD's prior written consent, use the name, service marks or trademarks of the SD.

12.4 INMS has all Intellectual Property Rights in the Data Interchange Interface Specification and all other INMS Documentation.

13. WARRANTIES

Intellectual Property

13.1 Each party warrants to the other that:

(a) in complying with this Contract, it will not infringe the Intellectual Property Rights of any person; and

(b) use by the other party (or its nominee) of its documentation in accordance with this Contract will not infringe the Intellectual Property Rights of any person.

13.2 If a claim is made against a party that any of its documentation or its performance of this Contract infringes the Intellectual Property Rights of any person (*Claim*), that party must:

(a) at its cost promptly and within 10 Business Days of being notified of a Claim either, as the circumstances require:

(i) procure for it (or its nominee) the right to use the documentation or perform the Contract as contemplated under this Contract free from any Claim ;

(ii) modify the documentation or its performance of the Contract so that it ceases to infringe on those rights; or

(iii) otherwise obtain the rights to use the documentation or perform its obligations under this Contract.

(b) provide, at its cost, all assistance required by the other party (or its nominee), to defend any Claim or any proceedings arising from any Claim (*Proceedings*). In defending or settling any Claim of Proceedings, the party will follow the other party's reasonable instructions; and

(c) indemnify the other party (or its nominee) against all losses and damages and reasonably incurred costs and expenses that the other party may sustain or incur as a result of a Claim or Proceedings.

13.3 If in relation to any Claim, Proceedings are commenced or threatened against INMS either in a Court through arbitration or otherwise, then INMS must inform SD of the commencement or threat of commencement of the proceedings or arbitration and the SD must give INMS all reasonable assistance it may request in the defence of such proceedings.

General Warranties

13.4 Each party warrants to the other party that:

(a) it has good and sufficient corporate power and authority to execute this Contract and perform the obligations set out; and

(b) this Contract has been duly authorised and signed and when stamped if required, constitutes a legally binding agreement enforceable against it in accordance with its terms.

14. REPRESENTATIVES

14.1 SD and INMS must each appoint one or more Representatives (in the case of SD the SD Representative and in the case of INMS the INMS Representative) as a point of contact in their organisation and who has authority to bind their organisation.

14.2 A party must at all times have at least one Representative. SD agrees that INMS may reveal the name of SD's representative to others SDs for the purposes of resolving disputes arising from Freephone and Local Rate number portability.

14.3 Each of INMS and SD must, if reasonably requested by the other party, replace its Representatives.

14.4 Subject to giving the other party at least 2 Business Days' notice, a party may change its Representatives from time to time as it sees fit.

14.5 SD nominates its first Representative in the Subscriber Application.

14.6 INMS appoints its first Representative within 2 Business Days of receiving the Subscribers Application from SD.

15. INDEMNITIES

15.1 Subject to clause 20 each party agrees to indemnify the other against all losses and damages, and reasonably incurred expenses and costs that they may sustain or incur as a result, whether directly or indirectly, of the other's breach of the terms of this Contract or of the negligence of any employee or subcontractor of the other in relation to this Contract.

15.2 Subject to clause 20 a party (**First Party**) indemnifies the other party (**Other Party**) against third party claims made against the Other Party arising out of unlawful, wrongful or negligent acts or omissions in connection with this Contract by the First Party, a subcontractor of the First Party or an employee of any of them, except to the extent that those losses, damages, expenses or costs are sustained or incurred as a result of the unlawful, wrongful or negligent acts or omissions of the Other Party.

16. CONFIDENTIAL INFORMATION

16.1 In this clause "Owner" means the person who discloses Confidential Information, and "Recipient" means the person receiving Confidential Information from the Owner.

16.2 In consideration of the Owner disclosing Confidential Information to the Recipient, the Recipient agrees:

(a) to use the Owner's Confidential Information solely as permitted by sub-clause 16.3;

(b) to keep confidential the Owner's Confidential Information (subject to disclosure permitted under sub-clause 16.4); and

(c) otherwise to comply with the terms of this clause 16.

16.3 The Recipient may use the Owner's Confidential Information as follows:

(a) for the purpose of participating in discussions with the Owner regarding the Services if for compliance with any obligations under this Contract ; and

(b) where the Recipient is INMS, INMS may use the Owner's Confidential Information:

(i) in carrying on INMS' business operations.

16.4 The Recipient may disclose the Owner's Confidential Information as follows:

(a) to officers and employees of the Recipient, or officers and employees of any person with whom the Recipient has a confidentiality agreement that imposes on that person confidentiality obligations no less stringent than those imposed on Recipients under this clause 16, who:

(i) have a need to know (and only to the extent that each has a need to know); and

(ii) have been directed in the form of the attached Confidentiality Notice and have agreed to keep confidential the Confidential Information on terms not inconsistent with this Contract; and

(b) if disclosure is required by law if required by a stock exchange or to comply with other statutory obligations (and then only to the extent, and to the persons, required by law).

16.5 Each party must, at its own expense:

(a) ensure, at all times, that each officer and employee to whom a person's Confidential Information has been disclosed under sub-clause 16.4 keeps that information confidential;

(b) notify the other party immediately if it becomes aware of a suspected or actual breach of confidentiality; and

(c) immediately take all steps to prevent or stop, and comply with any direction issued by a person from time to time regarding, a suspected or actual breach of confidentiality.

16.6 Each of the parties will:

(a) establish and maintain effective security measures to safeguard a person's Confidential Information from unauthorised access or use;

(b) keep the Confidential Information under its control; and

(c) immediately notify the other party of any suspected or actual unauthorised use, copying or disclosure of the other's Confidential Information.

16.7 SD will provide assistance, as reasonably requested by INMS in relation to any proceedings that the INMS may take against any person for unauthorised use, copying or disclosure of INMS' Confidential Information.

16.8 INMS will provide assistance, as reasonably requested by SD in relation to any proceedings that SD may take against any person for unauthorised use, copying or disclosure of SD's Confidential Information.

16.9 Each party acknowledges that it is aware that any breach of this clause will result in damage to the other party and that each party is entitled to enforce its rights by specific performance or injunction proceedings as monetary damages may not be sufficient relief.

16.10 The Recipient must immediately on request from the Owner:

(a)   return to the Owner; or

(b)   destroy and certify in writing to the Owner the destruction of; or

(c)   destroy and permit an employee of the Owner to witness the destruction of,

all of the Owner's Confidential Information in the Recipient's possession or control, other than one copy of any notes and other records if a party is required to keep a copy, to comply with this Contract or the Numbering Plan by law.

16.11 On termination or expiration of this Contract:

(a)   the Recipient must return to the Owner all Confidential Information of the Owner in material form (including without limitation, those parts of all notes or records of the first party containing Confidential Information of the Owner) in the Recipient's possession or control; and

(b)   INMS may keep Confidential Information of SD that:

(i)   is incorporated in goods that INMS is licensed to use; and

(ii)   that INMS is required to disclose in order to comply with any reporting obligations to the Australian Government.

(c)   SD may keep Confidential Information of INMS that SD is required to disclose in order to comply with any reporting obligations to the Commonwealth.

16.12 On termination or expiration of this Contract, each party agrees that:

(a)   it must continue to keep secret Confidential Information in accordance with this clause 16;

(b)   its rights to use, keep and disclose the other party's Confidential Information cease except as set out in sub-clause 16.11(b); and

(c)   it may not sell or otherwise transfer any Confidential Information of the other party.

16.13 Subject to INMS providing SD with 24 hours' notice, SD will provide access to its premises to INMS and procure reasonable access for INMS to SD premises to ensure compliance with this clause 16.

17.   PROBLEM MANAGEMENT

17.1 The parties agree that Problems will be dealt with in accordance with the Business Rules.

17.2 Each party must bear its own cost of resolving a Problem.

18. DISPUTE RESOLUTION

18.1 The parties agree that if there is a Dispute they will follow the procedures for resolution of that Dispute set out in the Business Rules.

18.2 Each party must bear its own costs of resolving a Dispute under this clause and the parties to the Dispute must bear equally the costs of any appointed person and independent premises used for resolving or attempting to resolve a Dispute.

18.3 Pending resolution of a Dispute:

(a) SD must not suspend payment of an invoice (so long as it does not specifically form part of the Dispute or otherwise is in dispute) issued in accordance with this Contract; and

(b) INMS must not suspend performance of its obligations under this Contract including without limitation supplying the Services.

19. FORCE MAJEURE

19.1 If:

(a) a party is wholly or partially unable to perform its obligations because of a Force Majeure Event then:

(i) as soon as reasonably practicable after the Force Majeure Event arising but in any event within 24 hours of becoming aware of the Force Majeure Event occurring, that party must notify the other party of the extent to which the notifying party is unable to perform its obligations; and

(ii) in case of a Force Majeure Event, both parties' obligations under this Contract will be suspended for the duration of the Force Majeure Event;

(b) a party (*affected party*) becomes aware of a Force Majeure Event the affected party must:

(i) comply with all reasonable directions made by the other party; and

(i) take steps and ensure that any of its affected subcontractors take all steps necessary to minimise the period during which the Force Majeure Event subsists; and

(c) a Force Majeure Event subsists or is likely to subsist for more than 30 days and it looks to the other party that such Force Majeure Event cannot be resolved that other party may terminate this Contract and the affected party will hold the other party harmless from all consequences of such termination if the Force Majeure Event relates to the affected party or the affected party's obligations under this Contract.

20. EXCLUSION AND LIMITATION OF LIABILITY

20.1 Neither party excludes or limits a liability set out below to a person arising out of or in connection with this Contract:

(a) liability for personal sickness, injury or death;

(b) liability for breach of clause 13 (Warranties);

(c) liability for breach of clause 16 (Confidential Information);

(d) liability for breach of clause 21 (Compliance with Information Laws);

20.2 Notwithstanding anything else in this Contract but subject to sub-clause 20.1, neither party will be liable to the other for any indirect and consequential, incidental or punitive damages (including but not limited to loss of revenue or loss of profits) arising from or related to this Contract, even if the other party advised the first party of the possibility of damages arising.

20.3 In no event will a party (the innocent party) be liable for any damages if and to the extent they are caused by the other party's (the defaulting party) failure to perform its obligations under this Contract or where the innocent party contributes to its own loss through its negligence.

20.4 INMS will not be liable for any damages, if and to the extent that they are caused by SD's sub-contractors.

20.5 INMS will not be liable for any loss or damage if and to the extent that they are caused by a failure of ACMA's delegate to provide Delegated Services (or related services) whether or not via INMS as proxy.

20.6 Except in relation to liability exempted from this limitation by the operation of sub-clause 20.1, each party's entire liability under this Contract, regardless of the form or cause of action and whether arising in contract, tort, or based on misrepresentation or breach of warranty or on statutory, legal or equitable grounds, will be limited in the aggregate for all claims, causes of actions and occurrences to a maximum of $1 million per claim up to a total of AUD $10 million.

20.7 SD must maintain adequate insurance to cover its liability under this Contract.

21. PROTECTION OF INFORMATION AND COMPLIANCE WITH INFORMATION LAWS

21.1 SD acknowledges that the INMS System may contain 'protected information' in accordance with Part 13 of the *Telecommunications Act* and that a CSP must treat such information accordingly. SD acknowledges that Part 13 of the *Telecommunications Act* contains criminal penalties for failure to comply with that Part.

21.2 Each party agrees and must ensure that its subcontractors agree, with respect to Personal Information in the context of this Contract to:

(a) use Personal Information held or controlled by it in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;

(b)   take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Contract is protected against loss and unauthorised access, use, modification or disclosure;

(c)   in the performance of its obligations under this Contract, comply with the *Information Privacy Principles* contained in the *Privacy Act 1988* to the extent that the content of those principles apply to the types of activities it is undertaking, as if it were an agency as defined in the *Privacy Act 1988*;

(d)   co-operate with any reasonable demands or enquiries made by the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a request to comply with a guideline concerning the handling of Personal Information;

(e)   ensure, including by complying with the procedure for treatment of Confidential Information specified in clause 16, that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe the *Information Privacy Principles* and other obligations referred to in this clause 21;

(f)   observe any recommendation of the *Privacy Commissioner* relating to any acts or practices of INMS that the *Privacy Commissioner* considers breaches the obligations in this clause 21.1.

22.   RELATIONSHIP OF THE PARTIES

22.1   The parties agree that:

(a)   this Contract does not create a relationship of employer and employee, principal and agent, or partnership between INMS and SD; and

(b)   this Contract does not give SD or any of its subcontractor's authority to bind INMS.

22.2   SD must ensure that its subcontractors and employees do not, directly or indirectly, assume or create or attempt to assume or create, any obligation on behalf of or in the name of INMS.

23.   COOPERATION

23.1   Each party must:

(a)   do or cause to be done all acts and things necessary or desirable to give effect to and refrain from doing all acts and things that could hinder the performance of this Contract; and

(b)   make any discretionary decisions under this Contract in good faith.

24.   SUBCONTRACTORS AND ASSIGNMENT

24.1   SD must not assign or attempt to assign any or all of its rights under this Contract or otherwise transfer any right or obligation arising out of this Contract without INMS' written consent. INMS must not unreasonably withhold its consent.

24.2   INMS may assign or novate part or all of its obligations arising out of this contract to Communications Alliance Limited (ACN 078 026 507) or its successor.

24.3   INMS may subcontract its obligations under this Contract, including under the Business Rules to third parties, but if it subcontracts it remains primarily responsible for the performance of its obligations under the Contract.

24.4 SD acknowledges that if INMS assigns or novates part or all of its rights and obligations in accordance with clause 24 then from the date of that assignment or novation INMS is released from all the assigned or novated obligations, effective from the date of assignment or novation as the case may be and without affecting the accrued rights of the parties. INMS must notify the SD if assignment or novation occurs.

25. NOTICE

25.1 A party notifying or giving formal notice under this Contract must notify:

(a) in writing;

(b) addressed to the address of the representative of the recipient specified on the first page of this Contract, or sent to the email address of a person that has been identified as the party's authorised representative for the purposes of this clause,; and

(c) by leaving the notice at or sending the notice by registered post to that address.

25.2 A notice given in accordance with sub-clause 25.1 will be taken to have been received:

(a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient when it arrives;

(b) if sent by registered post, 3 working days after the posting; and

(c) if by email, 1 working day after sending (unless the sender becomes aware that the email has not been delivered).

26. VARIATION

26.1 Subject to sub-clause 26.2, a variation to this Contract must be made in writing with a document signed by both parties. A variation may only be made in accordance with the following process:

(a) 14 days' notice in writing of the party requesting the variation;

(b) 21 days for comment on that proposed variation by INMS or any of INMS Subscribers; and

(c) INMS giving 10 days' notice before making and implementing the variation.

26.2 INMS may by 7 days' notice in writing vary any Schedule in accordance with any provision made for variation within that Schedule. Where no provision is made for variation within a Schedule, then a variation to that Schedule may only be made in accordance with sub-clause 26.1.

26.3 INMS may by 24 hours' notice in writing to SD vary any Parameter.

27. GOVERNING LAW AND JURISDICTION

27.1 This Contract is governed by the laws applicable in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

28. SEVERABILITY

28.1 The whole or any part of any clause of this Contract, that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions.

29. WAIVER

29.1 If a party fails (first party) at any time to insist on performance by the other party of any obligation under this Contract, the first party does not waive its right:

(a) to insist on performance of that obligation or to claim damages unless the first party acknowledges in writing that the failure is a waiver; and

(b) at any other time to insist on performance of that or any other obligation of that party under this Contract.

30. ENTIRE CONTRACT

30.1 This Contract constitutes the entire agreement between the parties as to its subject matter, and in relation to that subject matter, supersedes all previous agreements, arrangements and representations between the parties in relation to that subject matter.

PART VII: DEFINITIONS

31. DEFINITIONS AND INTERPRETATION

31.1   Capitalised words set out below, where used in this Contract, have the following meanings:

Business Day   means any day other than Saturday, Sunday or a day that is a public holiday in New South Wales.

Business Rules   are the business rules for management of portable Freephone and Local Rate numbers as amended from time to time .

a **certification authority**   is an authority within a public key infrastructure that issues and manages digital certificates after having a registration authority verify the information provided by a requestor of a digital certificate.

Commencement Date   is the date that INMS will commence providing Services to the SD through the SD's XML Interface or through the INMS Web Browser Interface. This date will be determined by INMS.

Confidential Information   of a party (**Owner**)means all information of the Owner, in any form which is treated by the Owner as confidential and of which the other party (**Recipient**) first becomes aware either:

(a)   through disclosure by the Owner to the Recipient; or

(b)   otherwise through the Recipient's involvement in this Contract,

except information that:

(c)   the Recipient creates (whether alone or jointly with any person) independently of the Owner's Confidential Information (if the Recipient has evidence in writing that the information falls within this exception); or

(d)   is public knowledge (otherwise than as a result of a breach of confidentiality by a Recipient or any person to whom it has disclosed the information)

(e)   the Recipient receives from a third party who is under an obligation of confidence to the Owner in respect of that information.

Contract   means this contract between INMS and SD.

CSP   means a carriage service provider as defined in section 87 of the *Telecommunications Act*.

date change ready	means that it:

    (a)   complies with ISO 8601 - data elements and interchange formats – information exchange - representation of dates and times;

    (b)   will operate without error before, on and after 1 January 2000;

    (c)   will recognise the year 2000 and all other leap years as a leap year;

    (d)   will without human intervention, correctly and without interruption, incorporate, store, process, calculate, rely on, and otherwise use the date 1 January 2000 AD and subsequent dates, including dates in leap years; and

    (e)   will not recognise a sequence of digits as being a reference to a date where those digits are not intended to represent a date, including '9999' as a reference to a date.

Data Migration Plan	means the plan for data migration from the SD to INMS set out in Schedule 3.
Delegated Services	means the services specified as such in the Business Rules and provided by Zoak as the Australian Communications & Media Authority's delegate .
Designated Certification Authority	means a competent authority that is acceptable to INMS and able to issue digital certificates compatible and able to interoperate with the digital certificates used by INMS.
a **digital certificate**	is an electronic certificate issued under the principles of public key cryptography used to establish the credentials of parties when completing transactions over a public key infrastructure. It is issued by a certification authority and contains a name, a serial number, expiration date, a copy of the certificate holder's public key (used for encrypting and decrypting messages and digital signatures), and the digital signature of the certification authority so that a recipient can verify that the certificate is real.
Dispute	means a dispute arising out of or relating to this Contract, including without limitation, a dispute about the breach, termination, validity or subject matter of this Contract or a claim in equity or in tort relating to the performance or non-performance of this Contract.
End to End Testing	means the testing specified in the document "End-to-End Testing" contained in Schedule 3.
Force Majeure Event	affecting a party means anything outside that party's reasonable control, including without limitation, fire, storm, flood, earthquake, explosion, accident, enemy acts, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, general labour dispute, transportation embargo, act or omission (including laws, regulations, disapprovals or failures to approve excluding acts by the ACMA) of any third person, excluding employees or subcontractors of that party.

Freephone	*service* means a carriage service in which:

      (a)   the person to whom a number is issued is charged for calls to the number; and

      (b)   the call charge for calls made from a standard telephone service (other than a public mobile telecommunications service) is zero.

GST	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
GST Exclusive Value	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
INMS Documentation	means the documentation listed in Schedule 3 and available upon request from INMS.
INMS Member	means an INMS Subscriber who has joined INMS by paying the annual membership fee.
INMS Subscriber	means a service deliverer that has successfully applied to INMS for the Services.
INMS System	means the hardware, software and documentation used by INMS in supplying the Services.
INMS Web	means the web interface of INMS for use by SD to make request/s for Services.
Intellectual Property Rights	means all intellectual property rights, including without limitation:

      (a)   patents, copyright, rights in circuit layouts, registered designs, trade marks and the right to have confidential information kept confidential; and

      (b)   any application or right to apply for registration of any of those rights.

Local Rate	*Service, also known as a "13 Service",* means a carriage service:

      (a)   that is capable of voice telephony;

      (b)   that, for a call, involves the translation of the number dialled in making the call to a number that identifies a point of termination for the call;

      (c)   that is not a local service; and

      (d)   for which:

            (i)   the call charge for calls made using a standard telephone service (other than a public mobile telecommunications service) is equal to, or less than,

the call charge for local calls; and

       (ii)   responsibility for the residual charge for calls (if any) lies with the person to whom the number is issued.

Numbering Plan	means the *Telecommunications Number Plan 1997*, as amended from time to time.
Parameter	means any technical parameter or variable that can be altered through a data entry change (not reprogramming) and includes those variables described as such in the INMS Interface Specification.
Performance Levels	are the standards for the Services set out in Schedule 4.
Personal Information	means information or an opinion, whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which information or opinion is disclosed by a party to another party under this Contract.
Private Key	means, in a public key cryptography system, that key of a user's key pair which is known only to that user.
a ***Problem***	is an issue that must be dealt with in accordance with the Business Rules.
Proxy Services	Is the interface provided between the INMS system and the ZOAK system enabling INMS subscribers to receive delegated services from ZOAK.
a ***public key infrastructure***	is a networked system that enables companies and users to exchange information and money safely and securely.
a ***registration authority***	is an authority within a public key infrastructure that at the request of a certification authority verifies information given to the certification authority by a customer who requests a digital certificate from the certification authority.
Related Body Corporate	has the meaning given to that term in section 50 of the Corporations Law.
Representative	of a party means the representative of that party appointed under sub-clause 14.
SD	means the party signing who is a carriage service provider as defined in the *Telecommunications Act*.
SD Digital Certificate	means the digital certificate issued to SD by a Designated Certification Authority.
SD Documentation	means the documents that relate to the development of the SD Interface.
SD Network	means the network used by SD to provide carriage services as defined in the Telecommunications Act.

SD System	means the hardware and software used by SD in supplying Local Rate and Freephone services.
Service Levels	means the Performance Levels and the Transaction Level set out in Schedule 4.
Services	means the services specified in Schedule 2, including without limitation, the services of administering and managing of the numbers and processes associated with providing number portability for Freephone and Local Rate services.
Services Fees	are the fees payable for the Services under Schedule 2.
Services Start Date	means the due date on which INMS will be in a position to provide the Services.
software	means software which comes within the definition of a computer program as set out in section 10(1) of the *Copyright Act 1968 (Cth)*.
Subscriber Application	means the SD application form.
Specification of Business Requirements	means the document known as the Specification of Business Requirements that is available for download from the INMS website located at www.inms.com.au .
Taxable Supply	has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Telecommunications Act	means the *Telecommunications Act 1997 (Cth)* as amended from time to time.
Transaction Levels	are those generated by the SD. The benchmark number of transactions is set out in Schedule 4.
XML Interface	means the direct communications interface based on the XML Interface Specification and developed by or for the SD to effect interoperability between the SD System and the INMS System.
XML Interface Specification	means the specification of the characteristics and protocols to be used by the SD and all CSP's to enable the CSP's to effect interoperability of the SD System with the INMS System including the set out in Schedule 3.
XML Interface Testing	means the testing specified in the document "XML Interface Test Plan " listed in Schedule 3.

31.2 In this Contract, unless the contrary intention appears:

(a) the clause and section headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and

(b) words in the singular include the plural and vice versa.

Zoak	means Zoak Pty Ltd (ACN 161 531 880), a company registered under the Corporations Act 2001 (Cth), having its registered office a Level 8, 10 Queens Road, Melbourne, Victoria
Zoak System	means the hardware, software and documentation used by Zoak in supplying Delegated Services.

Executed as an agreement.

EXECUTED BY INDUSTRY NUMBER MANAGEMENT SERVICES LIMITED
(ACN 080 344 190) pursuant to section 127(1) of the Corporations Law

_____   _____
Signature of Authorised Person   Signature of Authorised Person

_____   _____
Office Held   Office Held

_____   _____
(Print) Name of Authorised Person   (Print) Name of Authorised Person

EXECUTED BY SD Name (ACN 000 000 000)
pursuant to section 127(1) of the Corporations Law

_____   _____
Signature of Authorised Person   Signature of Authorised Person

_____   _____
Office Held   Office Held

_____   _____
(Print) Name of Authorised Person   (Print) Name of Authorised Person

SCHEDULE 1

Internet Security Protocol

SECURITY MANAGEMENT FRAMEWORK FOR INMS and SERVICE DELIVERERS

Purpose

This schedule provides a framework of security measures that Service Deliverers and INMS should adopt as a minimum to minimise the risks of security threats associated with the access of information with the INMS System for the Inbound Number Portability application. The ongoing integrity of the INMS application and minimisation of security risks will be facilitated by the cooperation of and application of measures by both Service Deliverers and INMS. The security measures indicated in this document represent baseline measures and are based on Australian Standard AS-4444.

Security Risk Assessment

It is recommended that both SDs and INMS undertake a risk analysis of their INMS access arrangements, or alternatively adopt the baseline security measures recommended as part of this framework. Regular audits of the security measures adopted and the level of compliance are also recommended as a means to minimise ongoing security risks.

Security of Third Party Access

Third party access to SD's information systems for INMS access should be controlled so as to limit risks of impact. A risk assessment should be carried out to determine security implications and control requirements, and should be agreed and defined in a contract with the third party. Contracts conferring third party access should include allowance for designation of other eligible users and conditions for their access.

Security Incidents and Malfunctions

Any incidents affecting security and possible impact on INMS system should be reported by SD so that potential impacts are minimised. Similarly, INMS should advise SDs of any incidents which may have a security impact.

Physical and Environmental Security

SD should ensure that equipment and documentation used to access INMS system is physically protected from security threats and environmental hazards and that unauthorised access is prevented.

INMS shall ensure physical and geographic site security by providing a primary and backup location for INMS system and network accesses. Sites will secured with the appropriate level of security systems.

Malicious Software

INMS and SDs should ensure that precautions are put in place to prevent and detect the introduction of malicious software that could impact the integrity of INMS system and the information sourced.

Host Defence Against Malicious Attack

INMS should use their best endeavours to ensure that INMS host system is sufficiently hardened to minimise risks of subscribers gaining unauthorised access to parts of the system and services to which they haven't subscribed, and to prevent access by malicious individuals who may attempt to break into or out of host applications.

User Access Management

SD should ensure that formal procedures are put in place to control the allocation of access rights to users. These procedures should cover the entire lifecycle including initial registration of new users through to de-registration of users no longer requiring access.

Network Access Control

SD should ensure that access to networked services are controlled so that security of access is not compromised by ensuring:-

- correct SD Interfaces to INMS system,

- correct authentication mechanisms for users and equipment,

- control of user access to information services.

INMS system shall provide secure network access by requiring all users to connect to the application via a user name and password, and requiring use of digital certificates to authenticate the user.

INMS and SDs should regularly change passwords to assist in maintaining security of access.

Audit of External Access

INMS should maintain an ongoing log of all user transactions via the Web and direct system SD Interfaces whether successful, unsuccessful, short duration, repeated, unusual, etc, as a means of detecting and monitoring potential cases of malicious attacks or usage.

Cryptographic Controls

SD will be required to use encryption systems and techniques, and authentication using digital certificates, as specified by INMS to ensure authenticated and secure access, and the ongoing confidentiality and integrity of information sourced from INMS system.

SDs will be required to obtain digital certificates from the Certification Authority nominated by INMS.

SDs should ensure that care is taken to protect the confidentiality of the private key. Procedures should be put in place to manage and protect cryptographic keys both public and private.

INMS should ensure the confidentiality and security of subscriber passwords, digital certificates, and associated key information pertaining to SDs and that such information for INMS access is processed by trusted staff.

Non Repudiation of Transactions

Non repudiation services are to be used to resolve disputes on whether a particular transaction actually occurred.

SDs will be accountable for all transactions that have been signed using their certified digital certificate whether by staff from their organisation or by third parties.

Business Continuity Management

SD will be required to interwork with INMS' disaster plan to ensure that interruptions to business activities are minimised and protected from effects of major failures or disasters.

INMS will undertake regular backup of the data base to minimise risks of loss of information and to ensure integrity of the data quality.

SCHEDULE 2

Services, Price And Payment (Terms)

SERVICE TRANSACTIONS AND SERVICE FEES

Transactions Include:

> Number Activation/Switch Update
> Proxy transmission of number allocation requests to ZOAK.
> Suspend
> Suspend – Release
> Change CPSD
> Status Enquiry
> Porting

Refer to Table 1 for charges.

LASD Advice: Represents a notice provided by INMS that instructs the LASD to provision their network to point to the new CPSD. Charges are specified in Table *1*a.

Where the LASD has not provisioned their network in the timeframe specified in the Business Rules, a reminder is sent. The charge is set out in Table 1.

Mirror Update: Provision of updated INMS Database information to mirror sites. Charges are specified in Table 1a.

Subsequent Database Extract Service : Provision of complete INMS Database information to mirror sites. Charges are specified in Table 1b.

Reports : INMS makes available a number of standard reports to SDs. Charges are specified in Table 1b.

Payment Terms

Charges will be aggregated for the month and invoiced to SD's. Invoices are payable **30 days** from the date of issue. Payment is to be made via cheque or electronic transfer.

Overdue accounts for transactions will be charged liquidated damages at the Commonwealth Bank of Australia reference overdraft rate plus 2%.

Price Review

The Service Fees will be reviewed from time to time. SD's will be notified not less than **30 Business Days** in advance of any price change.

Table 1 –Transactions

Transaction	Fee per transaction (excluding GST)	Fee per transaction (including GST)
Activation/Switch Update	$15	$16.50
Proxy relay services:	$0	
- allocation	$0	
- reserve/reserve extend	$0	
- withhold/withhold extend	$0	

-	early release from quarantine/special allocation	$0	
-	cancel	$0	
-	return	$0	
Suspend		$10.00	$11.00
Suspend – Release		$10.00	$11.00
Change CPSD		$10.00	$11.00
Status Enquiry		$0	$0
LASD Advice Reminder		$0	$0
Port - initiation		$10.00	$11.00
Port - complete		$34.00	$37.40

Table 1a –Transactions

Service	Fee per annum (excluding GST)	Fee per annum (including GST)
LASD Advice (incl Look Only)	$12,000.00	$13,200.00
Mirror Update (incl Look Only)	$4,500.00	$4,950.00
Look Only Browser Access	$1,000.00	$1,100.00
FTP service	$2,000.00	$2,200.00

Table 1b –Transactions

Service	Fee per request (excluding GST)	Fee per request (including GST)
Subsequent Database Extract Service	$1,000.00	$1,100.00
New or Altered SD Details Report	$0.00	$0.00
PSD Usage Report	$0.00	$0.00
PSD Detail Report	$0.00	$0.00
PSD Restrictions Report	$0.00	$0.00
Number Status Report	$0.00	$0.00
Transaction History Report	$0.00	$0.00

Table 1c – Testing Fees

Service	Fee per request (excluding GST)	Fee per request (including GST)
Base fee	$13,000.00	$14,300.00
LASD Subscriber	$2,000.00	$2,200.00
Mirror Subscriber	$5,000.00	$5,500.00
Number Management	$10,000.00	$11,000.00

SCHEDULE 3

INMS Documentation

These documents are available on the INMS web site at www.inms.com.au.

Document Type	Document ID	Issue Status	Filename and Location
INMS Detailed Design	INMS Application Functional Specification	Version 4.0	AFS v4.0.pdf
	INMS XML Interface Specification	Version 2.12	XML Interface Specification v2.12.pdf

SCHEDULE 4

Service Levels

Transaction Levels

Type	Initial	3-year
Status inquiries	35 per 5 seconds	100 per 5 seconds
Number reservations	7 per 5 seconds	20 per 5 seconds
Number withholds	7 per 5 seconds	20 per 5 seconds
Number issue	7 per 5 seconds	20 per 5 seconds

Performance Levels

INMS Response to	Required Performance
Porting Request	95% in 2 seconds and 99.9% in 5 seconds
Query, Issue etc	95% in 2 seconds and 99.9% in 5 seconds

ANNEXURE: CONFIDENTIALITY NOTICE

NOTICE:

- As you know, the Company supplies goods and services to INMS/INMS acquires goods from suppliers.

- Given the highly confidential nature of this relationship, the Company/INMS is being thorough in ensuring that its confidential information and the confidential information of other parties, such as government agencies and Subcontractors, is protected. The Company/INMS is relying on you to do the same.

- The fact that information is obtained while working and relates to the Company or INMS indicates that it is confidential information. This applies to information you hear or read, even if you are not told the information is confidential and even if the information is not marked 'secret' or 'confidential'.

- Information you hear about another party (such as a Subcontractor) should be treated as confidential information of that party, and should be protected.

Your obligations relating to Confidential Information are:

- To keep it secret. For example, you should not discuss:

  - Company X's confidential information with, or in the presence of, Company Y

  - any confidential information outside the office, in lifts or other public areas

- To use it only as your supervisor directs. For example, unless you are expressly asked by your supervisor, you should not use Agency X's information in discussing something with Company Y. You may not use the information for your personal benefit.

- Not to copy it unless your supervisor tells you to.

- Not to remove it from the office.

When you stop working for the Company/INMS:

- You must return all confidential information to your supervisor, including all hard and soft copies.

- You must keep secret any confidential information you remember.