

## Service Terms

**SERVICE START DATE:** for a GWAN Service, is defined in Section 4.3

**INITIAL SERVICE TERM:** for a GWAN Service, is defined in Section 4.4

### 1 Structure of this Service Schedule

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- 1.1 This Service Schedule consists of:
- (a) each Service Attachment;
  - (b) any Service Schedule previously executed by Customer and Telstra for any of the GWAN Services referenced in Section 2.1 of this Service Schedule; and
  - (c) these Service Terms.
- 1.2 If there is any inconsistency between the parts of this Service Schedule, the document listed earlier in Section 1.1 prevails to the extent of the inconsistency.

### 2 GWAN Services

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- 2.1 GWAN Services consist of the following Services as further described in an Attachment incorporated herein by reference, (or otherwise described in the Service Attachments published online by Telstra at [www.telstrainternational.com](http://www.telstrainternational.com)), (**GWAN Service**):
- (a) IP Virtual Private Network (**IP VPN**);
  - (b) Ethernet Private Line (**EPL**);
  - (c) International Private Line (**IPL**),
  - (d) Asynchronous Transfer Mode (**ATM**);
  - (e) Frame Relay (**FR**);
  - (f) Virtual Private LAN Service (**VPLS**);
  - (g) Ethernet Virtual Private Line (**EVPL**);
  - (h) Wavelength Service; or
  - (i) other technology types advised by Telstra from time to time.

### 3 Local Circuit provisioning

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- 3.1 A Local Circuit is required to provide digital transmission between Customer's Site in a country and Telstra's PoP in that country.
- 3.2 The Customer may purchase the Local Circuit from Telstra (**Local Access**), where available, upon the terms and conditions contained in this Section 3 and subject to additional charges. In addition, from time to time, Telstra may agree to order the Local Circuit from third party providers as Customer's agent, subject to receiving an appropriate letter of agency and the terms and conditions contained in the Agreement.
- 3.3 Telstra's Local Access is provided by means of third party products and services obtained by Telstra on behalf of the Customer, through local in-country service providers and vendors. Such third party products may include telecommunication circuits, and telecommunication hardware and equipment such as PADs, routers, switches, DSUs/CSUs and modems. The Customer acknowledges that title to any of such third party products or to any products owned by Telstra remains with the relevant owner and will not transfer to the Customer pursuant to this

Agreement.

- 3.4 Availability of Telstra's Local Access varies according to the location and local in-country regulations.
- 3.5 Where Telstra supplies the Local Access in Australia or any Australian Domestic Private Line Service to connect a Site to a GWAN Service, the relevant sections of Our Customer Terms for that Australian Local Access or Australian Domestic Private Line will apply to the supply of such Services to the extent they are not inconsistent with any other part of the Agreement. Early termination fees and service levels in Our Customer Terms do not apply.
- 3.6 If the Customer elects to arrange Local Circuit provisioning itself through a provider other than Telstra:
- (a) the Service Start Date for the GWAN Service will not be subject to the Local Circuit being available for use by the Customer; and
  - (b) the Customer shall use reasonable efforts to ensure that:
    - (i) the Local Circuit is installed, tested and made available in good time to enable the GWAN Service to be provided on or before the Service Start Date;
    - (ii) the interfaces between the Local Circuit and the Telstra PoP conform to Telstra's technical standards and specifications;
    - (iii) the third party telecommunications provider which provides the Local Circuit deals directly with, and provides reasonable assistance to, Telstra, in relation to the connection and inter-working of the GWAN Service and the Local Circuit and the Customer provides the necessary information to enable the connection of the Local Circuit to the GWAN Service; and
    - (iv) there is continued operation of the Local Circuits during the Service Term, which efforts shall include promptly settling all invoices for the Local Circuits.
- 3.7 If the supply of a Local Circuit arranged by the Customer expires or is suspended, withdrawn or terminated for any reason before the expiration of the Service Term, then the Customer continues to be liable for all charges payable for the GWAN Service.
- 3.8 Notwithstanding anything contained in the Agreement Terms to the contrary, when the Customer arranges its own Local Circuit from its Site to the Telstra PoP with a third party telecommunications provider,
- (a) Telstra will connect the Local Circuit to its PoP, but it is **not** responsible for providing any telecommunications service, cabling, hardware or software to bring the Local Circuit, or to enable Telstra to connect the Local Circuit, to the Telstra PoP; and
  - (b) Telstra is **not** responsible for the Local Circuit, connections or cabling beyond its PoP.

## 4 Service Term

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- 4.1 Telstra will provide Customer with a test period of two Business Days commencing on the date Telstra notifies Customer that the GWAN Service is ready for testing, whether or not any associated Customer or third-party equipment, software or services (including, without limitation, any Customer-supplied Local Circuits) are installed or ready-for-use (**Test Period**). If, prior to the conclusion of the Test Period:
- (a) Customer notifies Telstra of a suspected Provisioning Fault, Telstra will investigate and, if Telstra discovers any Provisioning Fault, Telstra will endeavour to rectify any Provisioning Fault before re-delivering the GWAN Service to Customer, and a new Test Period will begin on the date of re-delivery; or
  - (b) Customer does not notify Telstra of a suspected Provisioning Fault, Customer will be deemed to accept the GWAN Service on completion of the Test Period.
- 4.2 If Customer reports a Provisioning Fault within the Test Period and Telstra is able to certify through tests that

there is no Provisioning Fault, Customer will be deemed to accept the GWAN Service on completion of the Test Period.

- 4.3 Telstra will commence billing Customer on the earlier of the date Customer accepts the GWAN Service or is deemed to have accepted the GWAN Service under Sections 4.1(b) or 4.2 (**Service Start Date**).
- 4.4 The Initial Service Term for a GWAN Service is specified in the Order for that GWAN Service or if no period is specified then the Initial Service Term is 12 months (**Initial Service Term**).

## 5 Ordering GWAN Services

- 5.1 If Customer submits an order to Telstra to order a new, or to vary or cancel an existing GWAN Service, Telstra reserves the right in its sole discretion to accept such Customer order, request that Customer provide Telstra with further details or reject Customer's order.

### Variation to existing GWAN Services

- 5.2 If the Order is to upgrade an existing GWAN Service, a new Initial Service Term for that GWAN Service will apply from the Service Start Date for the upgraded GWAN Service.
- 5.3 If the Order is to downgrade an existing GWAN Service during the Service Term then that downgrade is an Early Termination Event and Early Termination Fees, to the extent applicable, are payable in accordance with Section 5.4 below.

### Early Termination Fees

- 5.4 If an Early Termination Event occurs:
  - (a) prior to the date Telstra notifies Customer that the GWAN Service is ready for testing, the Early Termination Fee is a sum equal to:
    - (i) one month's monthly recurring charge for the GWAN Service; and
    - (ii) any out-of-pocket expenses incurred as a result of the termination of that GWAN Service prior to the end of the Initial Service Term including without limitation (A) any early termination fees charged by Service Providers; and (B) any installation charges charged by such Service Providers that Telstra had amortized over the Initial Service Term to the extent such installation charges have not yet been repaid.
  - (b) any time thereafter prior to the expiration of the then current Service Term for a GWAN Service, the Early Termination Fee is a sum equal to the percentage of the charges, as set out in the table below, that would have been payable by Customer for the GWAN Service for the remainder of the then current Service Term, if the Early Termination Event had not occurred.

Months in the then current Service Term	Percentage of the charges payable for the months or parts thereof after termination
Months 1 – 12 of the then-current Service Term	100%
Months 13 – 24 of the then-current Service Term	75%
Months 25 – end of the then-current Service Term	50%

### Examples

- If an Early Termination Event for a GWAN Service with a Renewal Period of 12 months occurs at the end of month 4 of the Renewal Period, the Early Termination fee will be:  
*(8 months x monthly charges) x100%*

- If an Early Termination Event for a GWAN Service with an Initial Service Term of 36 months occurs at the end of month 4, the Early Termination Fee will be:  
 $(8 \text{ months} \times \text{monthly charges}) \times 100\% + ((12 \text{ months} \times \text{monthly charges}) \times 75\%) + ((12 \text{ months} \times \text{monthly charges}) \times 50\%)$
- If an Early Termination Event for a GWAN Service with an Initial Service Term of 36 months occurs at the end of month 30, the Early Termination Fee will be:  
 $(6 \text{ months} \times \text{monthly charges}) \times 50\%$

## 6 Charges

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- 6.1 The charges payable by Customer to Telstra for each GWAN Service are set out in the Order for that GWAN Service and include:
- (a) a fixed non-recurring charge, a fixed monthly recurring charge and/ or a variable usage charge; and
  - (b) for a variation of an existing GWAN Service, charges as advised by Telstra.
- 6.2 Fixed charges are payable in advance and variable charges based on usage are payable in arrears.

## 7 Service Levels

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- 7.1 The “**Service Levels**” for each GWAN Service are set out in the relevant Service Attachment.
- 7.2 A Foreign Carrier’s Service does not form part of the GWAN Service. The Service Levels do not apply to a Foreign Carrier’s Service unless stated otherwise in the relevant Service Attachment.
- 7.3 The Service Levels do not apply to Australian Domestic Private Lines.
- 7.4 Network Performance Service Levels are only measured for PoPs enabled with an SAA router.
- 7.5 The targets for the Service Levels are described in the relevant Attachments for each Service (Service Level Targets). Service Level Targets are subject to change by Telstra from time to time on 30 days notice to Customer, which Telstra may give by email. If Telstra makes an adverse change to a Service Level Target Customer may, within 30 days of Telstra notifying Customer of the change, request that Telstra review the change. Telstra will advise Customer if, as a result of the review, there is any change to the Service Level Target. If Telstra determines that the original change to the Service Level Target will continue to apply, Customer may terminate each affected GWAN Service on 30 days notice without payment of any Early Termination Fee.
- 7.6 All Service Levels are, unless otherwise specified, measured on a calendar month basis, and shall only be calculated for full calendar months during the Service Term. Any Credit to which Customer is entitled in a month in respect of a GWAN Service is calculated by reference to the Relevant Credit Charges for the affected GWAN Service in that month.

### Credit

- 7.7 To claim a Credit, Customer must follow the procedure set out in the Agreement Terms. If the Customer fails to make a claim in accordance with this Section, the Customer is taken to have unconditionally and irrevocably waived its right to claim the service credit and shall have no claim whatsoever against Telstra for its failure to meet such Service Level in such month. Each Service Level is also subject to the Exclusion Events set out in the Agreement Terms and, where applicable, Attachments.
- 7.8 Customer’s sole remedy for Telstra’s breach of a Service Level shall be as expressly provided for in the applicable Service Level and under no circumstances shall such breach or other failure to achieve such Service Levels be deemed a breach of this Agreement by Telstra or entitle Customer to terminate the unaffected GWAN Services or the Agreement.
- 7.9 The aggregate Credit due with respect to any month in which the Service Level was not met is subject to a cap of 100% of the Relevant Credit Charges for that GWAN Service in that month.

- 7.10 If, for a GWAN Service, in a month Customer is entitled to make a claim for a credit in respect of more than one Service Level in relation to the same event or outage Customer may only make a claim for a credit in respect of one of those Service Levels
- 7.11 Any Credits referenced hereunder shall be applied to Customer's account for the affected Services. No amounts will be refunded or paid directly to Customer.

## 8 Faults

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- 8.1 If Telstra elects, in its sole discretion, to perform any remedial work relating to a problem that has arisen in or in connection with:
- (a) Customer equipment or other equipment or software that does not form part of a GWAN Service, with the Customer's permission; or
  - (b) a GWAN Service resulting from a breach of the Agreement by the Customer,
- then
- (c) the Customer must pay Telstra for such work at Telstra's then current time and materials rates; and
  - (d) Telstra will not be liable to the Customer in any way if Telstra is unable to correct the Customer problem.

## 9 Definitions

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- 9.1 In this Schedule, unless otherwise indicated:

**Act** means the Australian Telecommunications Act 1997 (Cth)

**ATM** is defined in Section 2.1.

**Attachment** means an attachment to this Service Schedule.

**Australian Domestic Private Line** means a domestic connecting carriage service in a country for the purpose of connecting two or more of Customer's Sites in Australia.

**CE Router** means the customer edge router at Customer's Site.

**Customer Premises Equipment (CPE)** means equipment located at Customer's Site.

**EPL** is defined in Section 2.1.

**EVPL** is defined in Section 2.1.

**Firm Delivery Date** for a GWAN Service is defined in the Attachment for that Service.

**FR** is defined in Section 2.1.

**GWAN Service** is defined in Section 2.1 **Error! Reference source not found.**

**Half Circuit** means an IPL Half Circuit, EPL Half Circuit, ATM Half Circuit or FR Half Circuit as described in the Attachment for the relevant Service.

**IP VPN** is defined in Section 2.1.

**IPL** is defined in Section 2.1.

**ITU** means the International Telecommunication Union.

**Initial Service Term**, for a GWAN Service, is defined in Section 4.4.

**International Backbone Network** means a Network or group of Networks used by Telstra to carry GWAN Services between PoPs in different countries around the world.

**Local Circuit** means the domestic connecting carriage service providing a direct connection between a PoP in a country and Customer Site in that country.

**Month** or **month** means a calendar month.

**Network** means a system or series of systems that carries, or is capable of carrying, communications by means of guided or unguided electromagnetic or optical energy.

**Network Performance Service Levels** means the Service Levels identified in a Service Attachment as being a Network Performance Service Level.

**Non-Tier 1 PoP** means a PoP which is not designated as a Tier 1 PoP in the PoP List.

**One Stop Shop Service** or **OSS** means the One Stop Shop Service described in the One Stop Shop Service Attachment.

**Our Customer Terms** means the Standard Form of Agreement formulated by Telstra Corporation Ltd. for the purposes of Part 23 of the Act. If applicable to Services being provided hereunder, Customer acknowledges either receiving, or having had the opportunity to review, a copy of Our Customer Terms. Customer may view Our Customer Terms at <http://www.telstra.com.au/customerterms/> or obtain a copy from Telstra

**PE Router** means the provider edge router at a PoP.

**PoP** means a point of presence in a country housing an access node which connects to the International Backbone Network.

**PoP List** means the table of locations, available from Telstra on request, (city, state and country) where there are PoPs, subject to change by Telstra on 30 days written notice to Customer.

**PoP-to-PoP** means between two PoPs on the International Backbone Network.

**Provisioning Fault:**

- (a) for an IPL, ATM, FR or EPL, EVPL or VPLS Service, means the failure of the relevant Service to meet the relevant ITU specifications for establishing that Service; and
- (b) for an IP VPN Service means any packet drop occurred when Telstra performs a ping test for 1000 packets of 1500 bytes from a loopback IP address on one PE Router to another loopback IP address on another PE Router and then to another loopback IP address on the CE Router used by Customer to connect to, access and use the IP VPN Service

**Service Level** for a GWAN Service is defined in Section 7.1.

**Service Level Targets** is defined in Section 7.5.

**Service Start Date**, for a GWAN Service, is defined in Section 4.3.

**Site** means the location to which a GWAN Service provided to Customer is supplied or connected.

**Site-to-Site** means the entire Network connectivity path provided by Telstra hereunder to connect one Site to another Site, but excluding any intra-Australia Private Line.

**Telstra Group** means Telstra Corporation Limited and its wholly owned subsidiaries.

**Tier 1 PoP** means a PoP designated in the PoP List as a Tier 1 PoP.

**VPLS** is defined in Section 2.1.

## One Stop Shop Service Attachment

### 1 Requirement for OSS

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- 1.1 This Attachment only applies if Telstra provides our One Stop Shop Service to Customer.
- 1.2 In certain jurisdictions (including India) Telstra is unable, for legal, regulatory or Foreign Carrier policy reasons, to supply a Service to Customer (**Foreign Jurisdictions**).

### 2 Provision of OSS

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- 2.1 In some Foreign Jurisdictions Telstra has relationships with carriers (**Foreign Carrier**) which enable traffic to be transmitted between a Service provided by Telstra and a corresponding type of service provided by the Foreign Carrier (**Foreign Carrier's Service**). The Foreign Carrier's Service may be, where the Service is:
  - (a) an IPL, EPL, ATM or Frame Relay Half Circuit, a corresponding half circuit using the same transmission technology at the Z end;
  - (b) IP VPN, EVPL or VPLS, a port and Local Circuit capable of communicating with the applicable GWAN Service provided by Telstra; or
  - (c) the Z end of any other transmission technology types advised by Telstra from time to time.
- 2.2 To assist Customer to obtain and manage a Foreign Carrier's Service Telstra can provide our One Stop Shop Service (**OSS**).
- 2.3 OSS provides single end ordering, single end billing and single end fault reporting for the Foreign Carrier's Service as set out below:
  - (a) Single end ordering: Telstra will assist Customer to obtain a Foreign Carrier's Service from a Foreign Carrier by ordering, assisting with arrangement of installation and, at the end of the relevant term, terminating the Foreign Carrier's Service on Customer's behalf;
  - (b) Single end billing: Telstra will bill Customer the charges for each Foreign Carrier's Service and pay those charges to the Foreign Carrier on Customer's behalf. The charges for each Foreign Carrier's Service are determined by the Foreign Carrier and are payable in accordance with the Foreign Carrier's terms and conditions. If the Foreign Carrier varies the charges for the Foreign Carrier's Service, Telstra will make a corresponding variation to the charges billed pursuant to this Section 2.3(b) for that Foreign Carrier's Service. If Telstra reasonably considers it necessary for regulatory reasons, Telstra may cease providing single end billing and Customer will have to pay the charges for each Foreign Carrier's Service directly to the Foreign Carrier;
  - (c) Single end fault reporting: Customer may report faults on each Foreign Carrier's Service to Telstra. Telstra has no liability to Customer, any party occupying the premises where the Foreign Carrier's Service terminates (**End User**) or any other party in respect of the Foreign Carrier's Service, its performance or the ability to claim Credits under Customer's contract with the Foreign Carrier.
- 2.4 Telstra may, in its sole discretion, offer Service Levels (including Credits) over the Foreign Carrier's Service. If Telstra does so:
  - (a) this is Telstra's commercial decision and does not make Telstra the supplier of the Foreign Carrier's Service; and
  - (b) Telstra may retain any Credits received from the Foreign Carrier.
- 2.5 Foreign Carrier's Services in respect of which Telstra provides OSS are set out in the Order and are noted as having OSS apply to them.
- 2.6 Notwithstanding anything to the contrary in this Agreement, any IPL, ATM or Frame Relay Service Half Circuit

from, IP VPN Service or any other Service in, India, Papua New Guinea or Fiji set out in the Order is a Foreign Carrier's Service to which OSS applies.

- 2.7 Where Telstra provides OSS to assist Customer to obtain and manage a Foreign Carrier's Service, OSS forms part of the GWAN Service to which the OSS relates but the Foreign Carrier's Service does not.
- 2.8 If a Foreign Carrier cancels the provision of the services it provides to Telstra to enable Telstra to provide OSS to Customer Telstra may cancel any OSS with effect from a date no later than the date such cancellation by the Foreign Carrier takes effect.

### 3 Foreign Carrier's Service

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- 3.1 The Foreign Carrier's Service for which Telstra provides OSS is:
- (a) acquired by Customer directly from the Foreign Carrier;
  - (b) provided by the Foreign Carrier and subject to the Foreign Carrier's own terms and conditions (including any applicable service level agreement and early termination fees); and
  - (c) not part of the GWAN Service and is not provided to Customer by Telstra.

### 4 Appointment

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- 4.1 Where Customer requests Telstra to provide OSS, Customer appoints, or if required by Telstra will have any applicable End User appoint, Telstra or another member of the Telstra Group nominated by Telstra, to act as agent (the **Agent**) to do the things contemplated by Section 2.3 of this Attachment.
- 4.2 Telstra or the Foreign Carrier may require that a warranty of agency, or similar document, be signed by Customer or the End User rather than Customer. Where Telstra advises Customer that a warranty of agency, or similar document, needs to be signed by the End-User, Customer must procure that the End User does so.
- 4.3 If another member of the Telstra Group is the Agent, or if the Agent is appointed as agent for the End User, OSS remains supplied by Telstra to Customer on the terms and conditions of this Agreement.
- 4.4 Where Telstra or another member of the Telstra Group are the Agent of the End User, Customer is solely responsible for ensuring that the End User agrees and understands that:
- (a) OSS is being provided by Telstra to Customer and by Customer to the End User;
  - (b) the End User must deal only with Customer in relation to the OSS; and
  - (c) Telstra and the other member of the Telstra Group, where applicable, have no liability whatsoever to the End User or any other party.
- 4.5 Customer agrees to indemnify Telstra, and where Telstra is not the Agent then the Agent and Telstra, against any loss, cost, damage, liability or expense incurred by, or any claim against, Telstra or the Agent in relation to the Foreign Carrier's Service, the Agent's performance of duties as agent for Customer or the End User and the supply by Telstra of OSS to Customer. If Telstra are not the Agent then the benefit of Customer's obligations under this Section 4.5 in respect of the Agent are deemed to inure to the Agent and Telstra may exercise and enforce the Agent's rights under this Section 4.5 for and on behalf of the Agent.

### 5 Management fee and Taxes

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- 5.1 Customer acknowledges that Telstra may charge Customer a management fee for providing OSS and include this in the Single End Billing charges.
- 5.2 All Taxes on charges for a Foreign Carrier's Service are payable by Customer. Customer indemnifies Telstra against any Tax liability Telstra incurs in relation to the Foreign Carrier's Service or charges payable in respect

# Global WAN Solutions Service Schedule

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of the Foreign Carrier's Service.

# Telstra Business Services Agreement

## Global WAN Solutions Service Schedule - Attachment – EPL Service

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### 1 EPL Service Description

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- 1.1 The Ethernet Private Line Service (**EPL**) is a dedicated, point-to-point private line service that provides Ethernet connectivity between Customer's agreed Sites, which encapsulates Ethernet traffic into either Synchronous Digital Hierarchy (**SDH**) or Synchronous Optical Network (**SONET**) based transport infrastructure, available at speeds as set out in the Order or advised by Telstra from time to time.
- 1.2 Customer may choose the following options for its EPL Service, where available:
- (a) a **Protected EPL Service** is an EPL Circuit provided on two dedicated cable paths on a protected cable system. In the event of failure on the working path, the system automatically switches to the protected path;
  - (b) an **Un-protected EPL Service** is an EPL Circuit provided over a single cable path which may be designed on linear systems without built-in protected paths, or as a single path on a protected cable system. In the event of the primary path failure, the EPL Circuit will not be switched to the alternate working paths; or
  - (c) a **Restored EPL Service** is an EPL Circuit which is provided on a single cable path, and does not have a built-in protected path, but uses a separate cable path for restoration of service. In the event of failure, Telstra will manually restore the EPL Circuit to the alternate path.
- 1.3 Availability of the EPL Service options in Section 1.2 is subject to a feasibility study being conducted by Telstra and Telstra subsequently confirming to Customer in writing whether Telstra are able to provide the path requested by Customer.

### EPL Circuit and Local Access

- 1.4 The PoP-to-PoP transmission segment forming part of an EPL Service and providing a point-to-point transmission circuit between a PoP in Country A (**A end PoP**) and a PoP in Country Z (**Z end PoP**) is an "**EPL Circuit**".
- 1.5 A Local Circuit is required to provide digital transmission between Customer's Site in a country and Telstra's PoP in that country. Where a Local Access is set out in the Order that EPL Service includes that Local Access. All Local Access provided in conjunction with EPL Circuits must be an Ethernet-type Local Access, with a standard Ethernet interface.

### 2 Service Levels Scope

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- 2.1 The Service Levels do not apply to Ethernet packets that exceed the Maximum Frame Size ("Oversized Transmissions"). Telstra shall have no responsibility for the performance or quality of service in relation to Oversized Transmissions or the impact on other transmissions or the EPL Service itself. Faults caused by Oversized Transmissions shall be deemed Exclusion Events for the purpose of this Schedule.
- 2.2 The Maximum Frame Size for:
- (a) Gig Ethernet connections is 9200 bytes; and
  - (b) 10/100 Mbps connections is 1600 bytes.
- 2.3 The Service Levels that apply to each EPL Service and the Relevant Credit Charges are set out in Table 1 below.

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## Global WAN Solutions Service Schedule - Attachment – EPL Service

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Table 1: Service Levels and Relevant Credit Charges for EPL Service

Types of Service Levels	EPL Service	
	Applicable Service Levels	Relevant Credit Charges
Service Delivery	Service Provisioning Time (SPT)	The first month's MRC for the applicable EPL Circuit*
Service Reliability	Service Availability (Availability)	EPL Circuit MRC*
	Mean Time to Restore (MTTR)	EPL Circuit MRC*

\*EPL Circuit MRC means the monthly recurring charge for the applicable EPL Circuit that does not meet the applicable Service Level during the applicable month (expressly excluding, among other things, any non-recurring charges or any monthly recurring charges for any associated Local Access or other service).

- 2.4 All Service Levels and Credits are subject to the terms and conditions set forth in Section 7 of the GWAN Solutions Schedule.

### 3 Service Delivery - Service Provisioning Time (SPT)

- 3.1 Telstra will provide Customer with a service delivery date in writing for each EPL Service, after completing a feasibility assessment (**Firm Delivery Date**).
- 3.2 If the Service Start Date for an EPL Service with a Firm Delivery Date is delayed by Telstra beyond the Firm Delivery Date (other than as a result of an Exclusion Event, including without limitation, the Customer's unavailability upon the Firm Delivery Date, Customer's providing incomplete or inaccurate information on the Order, or Customer changing information on the Order) Customer is entitled to claim a Credit of 5% of the Relevant Credit Charges for the delayed EPL Service for each Local Business Day (in the jurisdiction(s) where the affected EPL Service is being installed) of delay past the Firm Delivery Date up to a maximum of 100% of the Relevant Credit Charges for the delayed EPL Service. For purposes of the SPT Service Level, Local Business Day means a Business Day in both Country A and Country Z for the applicable EPL Service.
- 3.3 If an EPL Service is not delivered within 31 days of its Firm Delivery Date other than as a result of an Exclusion Event, Customer may cancel that EPL Service without the payment of Early Termination Fees, by providing notice to Telstra at least 10 Business Days before the earlier of the scheduled or actual delivery date; provided that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of any associated Local Access.
- 3.4 Where the Order for an EPL Service is changed at Customer's request, then Sections 3.2 and 3.3 will not apply unless a new feasibility assessment is conducted and Telstra advises Customer in writing of a new Firm Delivery Date.

### 4 Service Availability

- 4.1 From the Service Start Date for each EPL Service, Telstra will endeavour to provide Availability for that EPL Service as set out in Table 2 below:

Table 2: Service Availability Targets for EPL Services

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## Global WAN Solutions Service Schedule - Attachment – EPL Service

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Service	Service Availability Target	
	PoP-to-PoP	Local Access
Protected EPL Service	99.99%	99.90%
Unprotected EPL Service	99.50%	99.50%
Restored EPL Service	99.50%	99.50%

for each full calendar month during the applicable Service Term (**Service Availability Service Level Target**).

### Service Availability Target for Protected EPL Service

- 4.2 If for any full calendar month, a Protected EPL Service experiences (a) PoP-to-PoP Availability of 99.98% or less or (b) Local Access Availability of 99.89% or less, Customer is entitled to claim a Credit (not cumulative) as a percentage of the Relevant Credit Charges for the affected Protected EPL Service, calculated in accordance with Table 3, dependent upon the Availability experienced by such EPL Service for the applicable calendar month.

**Table 3: Service Availability Credits – Protected EPL Service**

Measurement	Availability calculated as a percentage	Where Unavailability is caused by the EPL Circuit	Where Unavailability is caused by the Local Access
PoP-to-PoP	99.98%-99.86%	10%	NA
	99.85%-99.45%	30%	NA
	<99.45%	50%	NA
Local Access	99.89% - 99.86%	NA	10%
	99.85%-99.45%	NA	15%
	<99.45%	NA	20%

- 4.3 The Credit payable for a failure to meet the Service Availability Service Level Target for a Protected EPL Service in a month is capped at 50% of the Relevant Credit Charges for the applicable EPL Service for that month.
- 4.4 Where a Protected EPL Service is Unavailable in a month due to a combination of faults on the EPL Circuit and the Local Access, the Credit for a failure to meet the Service Availability Service Level Target for that EPL Service will be the higher of:
- (a) the Credit payable where the Unavailability is caused by the EPL Circuit; or
  - (b) the Credit payable where the Unavailability is caused by the Local Access,
- calculated in accordance with Table 3 above.
- 4.5 If a Protected EPL Service experiences either:

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- (a) a single period of Unavailability in excess of 24 hours in any month where the Unavailability is caused by the EPL Circuit; or
- (b) three or more distinct periods of Unavailability of eight hours or longer each in any six month period where the Unavailability is caused by the EPL Circuit,

Customer may cancel the affected Protected EPL Service without the payment of Early Termination Fees provided that at least 45 days' written notice of cancellation is provided to Telstra within 15 days of the event giving rise to the right to cancel under this Section; provided further that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of any associated Local Access.

### Service Availability Target for Unprotected EPL Service and Restored EPL Service

- 4.6 If for any full calendar month, an Unprotected or Restored EPL Service experiences Site-to-Site Availability of 99.49% or less, Customer is entitled to claim a Credit (not cumulative) as a percentage of the Relevant Credit Charges for the affected EPL Service, calculated in accordance with Table 4 below, dependent upon the Availability experienced by such EPL Service during the applicable calendar month.

**Table 4: Service Availability Credits – Unprotected EPL Service and Restored EPL Service**

Availability calculated as a percentage Site-to-Site	Service Availability Credit for Unprotected EPL and Restored EPL Services
99.49%-98.89%	5%
≤98.88%	10%

- 4.7 The Credit payable for a failure to meet the Service Availability Service Level Target for Site-to-Site Unprotected and Restored EPL Services in a month is capped at 10% of the Relevant Credit Charges for the applicable EPL Service for that month.

For the purpose of the Service Availability Service Levels, a period of Unavailability will not be distinct from a preceding period of Unavailability to the extent the trouble ticket for the original period of Unavailability remains open.

## 5 Mean Time To Restore (MTTR)

- 5.1 Mean Time to Restore means the sum of all minutes of Unavailability for an EPL Service during a month divided by the total number of Global Service Interruptions on that EPL Service in that month.
- 5.2 The Mean Time to Restore Service Level Target for each EPL Service is four (4) hours for each full calendar month during its Service Term (**MTTR Service Level Target**).
- 5.3 If the Mean Time to Restore for an EPL Service exceeds four (4) hours for any full calendar month, Customer is entitled to a Credit (not cumulative) as a percentage of the Relevant Credit Charges for the affected EPL Service, calculated in accordance with Table 5 below.

**Table 5: MTTR Credits**

Mean Time to Restore	Where Unavailability is caused by the EPL Circuit	Where Unavailability is caused by the Local Access
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# Telstra Business Services Agreement

## Global WAN Solutions Service Schedule - Attachment – EPL Service

Confidential

241 minutes – 480 minutes	10%	10%
481 minutes – 720 minutes	15%	13%
721 minutes – 960 minutes	20%	15%
961 minutes – 1200 minutes	25%	18%
1201 minutes – 1440 minutes	30%	20%
Each 24 hour period thereafter	35% (in addition to the 30% for MTTR of 1201 minutes – 1440 minutes)	10% (in addition to the 20% for MTTR of 1201 minutes – 1440 minutes)

\*Mean Time to Restore measurements are rounded down to the nearest minute.

5.4 Where the Mean Time to Restore for an EPL Service exceeds the MTTR Service Level Target for a month due to Unavailability caused by a combination of faults on the EPL Circuit and the Local Access, the Credit will be the higher of:

- (a) the Credit payable where the Unavailability is caused by the EPL Circuit; and
- (b) the Credit payable where the Unavailability is caused by the Local Access,

calculated in accordance with Table 5.