

Global Internet Direct (“GID”) Service Schedule Service Terms

1 Global Internet Direct Service Description

- 1.1 The GID Service is a service that provides global access to the Internet. A Service Access Port is provisioned at each site where Telstra agrees to provide the Customer with Internet connectivity. The Telstra GID Backbone Network (“GID Backbone Network”) is defined as all equipment, including nodes and backbone circuits, up to and including the entry and exit ports connected to the equipment and software used by the customer to connect to access or use the GID Service (“CPE”). It does not include:
- (a) any local circuit;
 - (b) any equipment located on the Customer Premises;
 - (c) any CSU/DSUs or modems connecting the Customer Premises to the local circuit; or
 - (d) any interconnection equipment between the local circuit and the Customer's port on the GID Backbone Network.
- 1.2 GID Service does not support transit and ISP traffic applications.
- 1.3 GID Service requires (a) dedicated circuit access including the necessary line terminating equipment from the Customer's Premises to the Telstra Network; and (b) a router at the Customer's Premises. Local Access Service including the necessary line terminating equipment where available may be provided by Telstra pursuant to this Service Schedule.
- 1.4 Telstra may change its routing policy at any time without notice to the Customer and without the Customer's consent. The Customer is responsible for obtaining and paying for its use of the local circuit and for all associated telecommunications service and other charges involved in the connection between the Customer Premises and the Telstra Point of Presence (“POP”).

2 Charges

- 2.1 The charges for the Services shall consist of: a non-recurring Installation Charge, as set out in the Agreement Details or relevant Customer Order; and a Monthly Recurring Charge, which is either a flat rate monthly charge specified on the Customer Order; or a monthly Committed Usage Charge, as set out in the Agreement Details or relevant Customer Order, for use of a specific amount of bandwidth (the “Committed Usage Amount”) for each Internet Access Port and for provision of the required port capacity. If the Order or Details specify a Committed Usage Charge, then an additional usage charge will apply, as specified in the Agreement Details or Customer Order, if Bandwidth Utilization (as defined below) during the applicable month exceeds the Committed Usage.
- 2.2 Bandwidth Utilization shall be determined by sampling Internet bandwidth utilization at 5 minute intervals throughout the month. At end of the month, all data samples are sorted from highest to lowest and the top 5% will be discarded. The highest remaining data sample will then be used as the basis in computing the bandwidth utilization percentage for that particular month.
- 2.3 Certain configuration changes requested by the Customer may incur additional charge, as notified by Telstra.

3 IP Addresses

- 3.1 If Telstra agrees to provide IP addresses to the Customer, Telstra will grant to the Customer a non-exclusive, non-transferable revocable licence to use each IP Address (“Licensed IP Addresses”) in the Customer’s equipment for the sole purpose of enabling such equipment to access Telstra’s point of presence. Telstra reserves the right to charge the Customer for Licensed IP Addresses.
- 3.2 The Customer may only use the Licensed IP Addresses for the purpose specified below:
- (a) the Access Port IP Address – as the gateway IP address for that Internet Access Port; and
 - (b) the Equipment Address – as the IP address for the Customer’s Equipment that will use the Internet Access Port
- Telstra may suspend or terminate the licences to use the Licensed IP addresses where the Customer uses such Licensed IP Addresses for any purpose other than those set out in this Section 3.2 or the Customer otherwise breaches the license terms.
- 3.3 The Customer’s license to use the Licensed IP Addresses terminates immediately upon Telstra’s ceasing to provide the GID Service via the relevant Telstra Service Provisioning Point.
- 3.4 Telstra may change a Licensed IP Address: on four days’ written notice to the Customer; or immediately, if the change is needed because of a service difficulty.
- 3.5 Where the Customer provides its own IP addresses:
- (a) Telstra may, as a condition of providing the GID Service, require the Customer to provide Telstra with IP addresses from within a certain block agreed between the parties (“Customer Supplied IP Addresses”);
 - (b) the Customer grants to Telstra a non-exclusive, non-transferable, revocable licence to use such Customer Supplied IP Addresses for the purpose of providing the GID Service.
- 3.6 If the Customer uses Customer Supplied IP Addresses for a GID Service, the Customer must use Customer Supplied IP Addresses for all interfaces associated with the use of that GID Service (including the Port IP Address and the Customer Equipment IP Address).
- 3.7 The Customer must give Telstra at least 30 days’ prior written notice of any change in the Customer Supplied IP Addresses.
- 3.8 On termination or revocation of a license to use a Licensed IP Address, the Customer must immediately cease using and remove the Licensed IP Address from all software and hardware devices in the CPE.
- 3.9 If the Customer advertises IP addresses which are not provided by Telstra, Telstra may, in its sole discretion, request, or require that the Customer obtain, written permission from the registered owner of those IP addresses to route those IP addresses on the Customer’s behalf. If Telstra does not receive such written permission when requested, Telstra reserves the right to refuse to route such IP addresses advertised by the Customer through the Telstra Network. If Telstra otherwise receives a request from the registered owner of those IP addresses to cease such routing, it reserves the right to do so without notice and approval of the Customer.

4 Local Circuit Provisioning

- 4.1 The Customer may purchase the local circuit separately from Telstra ("Local Access Service"), where available, upon the terms and conditions contained in this Section 4 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.
- 4.2 Telstra's Local Access Service 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.
- 4.3 Telstra's Local Access Service shall terminate at (a) at a Circuit Location Address; or (b) at a Telstra POP (in either case, the "Customer Interface").
- 4.4 Availability of Telstra's Local Access Service varies according to the location and local in-country regulations.
- 4.5 The Local Access Service is provided on an AS-IS basis and no Performance Standards shall apply to its performance.
- 4.6 If the Customer elects to arrange local circuit provisioning through a provider other than Telstra:
- (a) the Service Start Date will not be subject to the local circuit being available for use by the Customer;
 - (b) the Customer must use reasonable efforts to ensure that:
 - (i) the local circuit is installed, tested and made available in good time to enable the GID Service to be provided on or before the Service Start Date;
 - (ii) the interfaces between the local circuit and Telstra's 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 GID Service and the local circuit and the Customer provides the necessary information to enable the connection of the local circuit to the GID 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.
- 4.7 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 shall continue to be liable for all charges payable for the GID Service.
- 4.8 Notwithstanding anything contained in the Agreement Terms to the contrary, when the Customer arranges its own local circuit from its Premises 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.

Faults

- 4.9 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 the GID Service, with the Customer's permission; or
 - (b) the GID 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.

5 Performance Standards

- 5.1 The Performance Standards apply to the GID Service, which the parties acknowledge shall not include any Local Access Service.
- 5.2 Subject to the terms, restrictions, exclusions and conditions set forth in this Schedule and the Agreement Terms, Performance Standards are provided for GID for:
- (a) Port Availability;
 - (b) Backbone Network Transit Delay; and
 - (c) Packet Delivery.
- 5.3 Performance Standards only apply to GID Services provided within the countries set out in Exhibit A and within and between the zones set out in Exhibit B (the "Zones").
- 5.4 The following provisions apply to every Performance Standard:
- (a) Monitoring Telstra's adherence to the following Performance Standards is the Customer's responsibility and claims for service credits must be made in accordance with the Agreement Terms and GID Service Schedule.
 - (b) Any service credits referenced hereunder shall be applied to the Customer's account for the affected Services. No amounts will be refunded or paid directly to the Customer.
 - (c) The Performance Standards for GID are subject to the Agreement Terms, including, without limitation, Section 4 of the Agreement Terms and the Exclusion Events referenced in the Agreement Terms.
 - (d) In certain locations, Telstra offers "oversubscribed services" to Customers who are requesting lower prices. If such a Service is specified in the Agreement Details or Customer Order, no Performance Standards or Service Level Guarantees shall apply and the Service is provided on an AS-IS basis, AND TELSTRA SHALL

PROVIDE NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICE AND SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF, OR RELATED TO, THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE.

- (e) Calculations for Performance Standards are effective the first whole Reporting Period after the Service Start Date, and shall only be calculated for full calendar months during the Service Term.
- (f) All service credits are calculated by reference to the Monthly Recurring Charge for the adversely impacted Port (the "Monthly Port Charge"), not the Monthly Charge for the GID Service. The Monthly Port Charge is set out in the GID Agreement Details or applicable Customer Order. Charges for any associated Local Access Service or Router Management Services, among other things, will not be considered.
- (g) The total amount of service credits with respect to a GID Service for any particular month or consecutive thirty (30) day period is subject to a cap of 35% of the Monthly Port Charge for that month for such Service at such location, unless the Port Availability Performance Standard entitles the Customer to a service credit in excess of that amount in which case the cap is 100% of the Monthly Port Charge.

5.5 Port Availability Performance Standard

- (a) The Service Access Port availability ("Port Availability") is a percentage defined as the number of hours of Availability of the GID Service for the Customer at a specific port divided by 730 hours multiplied by 100 minus the exclusions noted herein. The minimum fault outage duration possible with a Telstra trouble ticket is one minute.

Please note: for purposes of these Performance Standards, each month is deemed to have 730 hours. This is derived from the following formula: (365 days per year x 24 hours per day/12 months).
- (b) Telstra will aim to provide a Port Availability objective of **99.98%** within each calendar month for each Customer GID Service Access Port in those countries with GID Backbone Network nodes, as listed in Section 1 of Exhibit A to this GID Service Schedule.
- (c) Telstra will aim to provide a Port Availability objective of **99.90%** within each calendar month for each Customer GID Service Access Port in those countries with GID Backbone Network nodes listed in Section 2 of Exhibit A to this GID Service Schedule.
- (d) Telstra will aim to provide a Port Availability objective of **99.70%** within each calendar month for each Customer GID Service Access Port in those countries with GID Backbone Network nodes listed in Section 3 of Exhibit A to this GID Service Schedule.
- (e) From time to time, Telstra will update Exhibit A as (i) the GID Backbone Network topology is revised, (ii) Availability changes in existing countries, (iii) new countries are added, or (iv) countries where Telstra no longer has node presence are removed. Such changes may affect the Availability Standards as set forth in this Section 5.4 and Exhibit A. The new Availability Performance Standard becomes effective thirty (30) days after Telstra notifies the Customer of updates to Exhibit A.
- (f) Provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end applicable month during which the Port Availability objectives were not met, Telstra, after its confirmation that the objective is not met, will credit the Customer's account by an amount representing 1/60th of the applicable Telstra monthly GID Service Access Port Service Charge for each cumulative hour of Customer port Unavailability or fraction thereof below the Port Availability objectives. Unavailability hours are rounded to two decimal places.

- (g) The service credit applicable for the failure to meet the Port Availability Performance Standard in respect of a GID Service for any calendar month shall not exceed 35% of the Monthly Port Charge for the applicable GID Service Access Port for that month unless the Port Unavailability for that month is greater than 96 consecutive hours, in which case the service credit will equal 100% of the Monthly Port Charge for the affected GID Service Access Port.

Note: Availability of 99.9% is the equivalent of .73 hours of Unavailability per month. This is based on the following calculation: 365 days per year x 24 hours per day / 12 months per year = 730 hours per month. Unavailability of 0.1% (100%-99.9%) x 730 hours = .73 hours (44 minutes) per month of Unavailability.

- (h) The credits described in this Section 5.5 shall be the sole and exclusive remedy of the Customer in the event of failure to achieve Port Availability objectives, and under no circumstances shall failure to achieve such objectives be deemed a breach of this Agreement by Telstra or entitle Customer to terminate the Services or Agreement.

5.6 Backbone Network Transit Delay

- (a) Backbone Network Transit Delay is defined as the average time measured by Telstra, in milliseconds, within an applicable Zone or between applicable Zones, under normal operating conditions and during a specific period of a calendar month for a diagnostic ping ("Ping") test packet to transit between specific origins and destinations on the GID Backbone Network and return. The measurement frequency is five (5) minutes.
- (b) The specific origins and destinations used to measure Backbone Network Transit Delay for any Zone(s) shall be the GID Backbone Network node pairs to which the Customer is connected in such Zone(s).
- (c) In addition to the Exclusion Events, Backbone Network Transit Delay does not include delays caused by any of the GID Backbone Network node equipment.
- (d) Telstra will aim to achieve a Backbone Network Transit Delay each calendar month for each applicable Zone set forth in Exhibit B within which the Customer has a GID Service Access Port that does not exceed the Target Backbone Network Transit Delay specified for such Zone in Exhibit B.
- (e) Provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end applicable month during which the Backbone Network Transit Delay objectives in Exhibit B are not met for transmissions within the applicable Zones where Telstra has installed a GID Access Port for the Customer, Telstra will credit Customer's account three percent (3%) of the Service Charges for each faulty Service Access Port for the affected Customer locations within the Zone.
- (f) The credits and remedies described in this Section 5.6 shall be the sole and exclusive remedy of the Customer in the event of failure to achieve Backbone Network Transit Delay objectives set forth in this GID Service Schedule, and under no circumstances shall failure to achieve such objectives be deemed a breach of this Agreement by Telstra or entitle Customer to terminate the Services or Agreement.
- (g) Backbone Network Transit Delay is offered to Customer only for Telstra's GID Service in the Zones specified in Exhibit B of this GID Service Schedule. Interconnection or gateway services that support the transmission of data between disparate Telstra Services are not included in Backbone Network Transit Delay.

5.7 Packet Delivery

- (a) Telstra shall count the number of Ping packets used to determine Backbone Network Transit Delay for which there is no response from the remote device. If none of the Ping packets are received back for a sample it is assumed there is a line

fault and the sample is excluded. The percentage of successful responses to total Ping packets sent during a calendar month (subject to the exclusions set forth above) shall be defined as the Packet Delivery Rate for such month.

- (b) Telstra will aim to achieve a GID calendar monthly Packet Delivery Rate within and between the Zones of at least 99%.
- (c) The specific origins and destinations used to measure Packet Delivery Rate inter-zonally or intra-zonally shall be the specific pair of nodes set forth in Exhibit B for such regions, or, in the case of certain intra-zonal measurements, to the extent so specified in Exhibit B, the GID Backbone Network primary node for the Customer’s site and a defined zonal central site, as specified in Exhibit B. The Packet Delivery Rate objectives are subject to update and change by Telstra as (i) the GID Backbone Network topology is revised, (ii) the Packet Delivery Rate changes in or between existing Zones, (iii) new measuring locations are added, or (iv) cities or countries where Telstra no longer has a node presence are removed. Changes and updates to Exhibit B or the packet Delivery Rate objectives will be provided by Telstra to the Customer thirty (30) days prior to becoming effective.
- (d) Provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end applicable month during which the average Packet Delivery Rate is less than 99% for any Zone in which a Customer Port is located during any calendar month, Telstra shall provide the following Service Credits.

Average Packet Delivery	Credits (Non-cumulative)
Less than 99% to 98%	1/30 th of the Monthly Port Charge for the applicable Ports
Less than 98% to 95%	1/15 th of the Monthly Port Charge for the applicable Ports
Less than 95%	10% of the Monthly Port Charge for the applicable Ports

The credit payable for the failure to meet the Packet Delivery Rate Performance Standard in any particular month shall not exceed 10% of the applicable Monthly Port Charge for the applicable Ports during any calendar month.

- (e) The credits described in this Section 5.7 shall be the sole and exclusive remedy of the Customer in the event of failure to achieve Packet Delivery objectives, and under no circumstances shall failure to achieve such objective be deemed a breach of this Agreement by Telstra or entitle Customer to terminate the Services or Agreement.

Exhibit A – Port Availability Country Categories

Section 1. 99.98% Port Availability Countries

Australia
United States

Section 2. 99.9% Port Availability Countries

Argentina	Luxembourg
Austria	
Belgium	Mexico
Brazil	Netherlands
Canada	New Zealand
Chile	Norway
China	Peru
Philippines	Czech Republic
Denmark	Portugal
Finland	Puerto Rico
France	Russia
Germany	Singapore
Greece	Spain
Hong Kong	Sweden
Hungary	Switzerland
	Taiwan
Indonesia	Thailand
Ireland	United Kingdom
Israel	Venezuela
Italy	
Japan	
Korea	

Section 3. 99.70% Port Availability Countries

Bolivia	South Africa
Colombia	Poland
Costa Rica	Turkey
Egypt	
Ecuador	

Section 4. No Availability Guarantee – extended service

Estonia
Guatemala
Panama
Romania
Slovakia

Exhibit B – Zones and GID Transit Delays Targets

Zones	Target Delay (milliseconds)
London/Amsterdam – New York	≤ 100 ms
Within United Kingdom	≤ 50 ms
Within Continental Europe	≤ 65 ms
Within North America	≤ 70 ms
Designated Asian PoP's – San Jose, CA,	≤ 285 ms
Within Latin America	≤ 195 ms
Mexico-Miami, Florida	≤ 90 ms
Between Designated Asian PoP's**	≤ 168 ms
Sydney-San Jose, California	≤ 272 ms
Sydney-Tokyo	≤ 210 ms

Notes:

1. The Designated Asian POPs are limited to POPs within Bangkok, Hong Kong, Kuala Lumpur, Manila, Taipei, Tokyo, Seoul and Singapore, and exclude, among other POPs, those located within Australia and China.
2. The measurement of the Target Delay between Zones depends upon the routing of the applicable Service. To compute the Target Delay for traffic transiting more than one Zone set forth above, Customer must aggregate the Target Delays above.
3. From time to time, Telstra will update Exhibit B as (i) the GID Backbone Network topology is revised, (ii) Transit Delay changes in existing countries, (iii) new countries are added, or (iv) countries where Telstra no longer has node presence are removed. Such changes may affect the Performance Standards as set forth in this Service Schedule and Exhibit B. The new Exhibit B becomes effective thirty (30) days after Telstra notifies the Customer of updates to Exhibit B.