

Global WAN Solutions Service Schedule

- Attachment - EVPL

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1 EVPL Service Description

Overview

- 1.1 The Ethernet Virtual Private Line (**EVPL**) Service is an Ethernet based layer 2 communication service providing either point-to-point or point-to-multipoint connectivity via Ethernet Virtual Connections (**EVC**) between access end points ("Ports") at PoPs on Telstra's EVPL Network.
- 1.2 For each EVPL:
- (a) there is a minimum of two Ports each configured to support Ethernet-based data traffic exchange; and
 - (b) each Port has a Physical Bandwidth;
 - (c) each Port may have one or more Port Sub-interfaces;
 - (d) each Port Sub-interface corresponds to an EVC configured to provide a point to point Ethernet connection between two Ports at Telstra's PoPs;
 - (e) each EVC has an EVC Bandwidth and, where applicable, an EVC Service Grade;
 - (f) Customer may select one of the two available Service Modes for Customer's EVPL:
 - (i) Transparent Mode; or
 - (ii) VLAN Mode,as further described below in this Section 1.

There may also be, for each EVPL, associated Local Access if Ordered. Where associated Local Access is Ordered, such Local Access shall form part of the EVPL Service.

Ports, Bandwidth and Service Grades

- 1.3 Ports are available at the following speeds:
- (a) 10Mb (**Ethernet**);
 - (b) 100Mb (**Fast Ethernet**); and
 - (c) 1000Mb (**Gigabit Ethernet**).
- The relevant speed is the maximum bandwidth physically available for that Port (**Physical Bandwidth**)
- 1.4 Each Port may be separated into one or more sub-interfaces if so specified in the Order. Each sub-interface is a "**Port Sub-interface**". Each Port Sub-interface corresponds to an EVC.
- 1.5 Each EVC shall have a data speed selected by Customer, as set out in the Order (**EVC Bandwidth**) and, where VLAN Mode is selected, an EVC Service Grade as set out in the Order.
- 1.6 Each EVPL Service will be subject to one of the following "**Service Modes**" for EVPL as set forth in the Order:
- (a) **Transparent Mode:** This Service Mode provides transparent transport of all EVPL traffic over Telstra's EVPL Network. Any VLAN tags sent by Customer will be preserved but will not be acted upon by Telstra's EVPL Network. The Transparent Service Mode only provides point to point transport of Customer's EVPL traffic. For EVPL with Transparent Mode, two Ports are connected by one EVC and such EVC cannot connect to other Ports ordered by the Customer.
 - (b) **VLAN Mode:** This Service Mode provides virtual local area network (VLAN) based transport of EVPL traffic in point to point and point to multipoint configurations. Each EVPL with VLAN Mode can have only one hubbing Port in the point to multipoint configuration. Each VLAN corresponds to a unique EVC on Telstra's EVPL Network. Customer is responsible for ensuring that Customer's traffic is sent with appropriate VLAN tags to enable Telstra's EVPL Network to carry the traffic as separate VLANs. For

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EVPL with VLAN Mode each Port may connect to up to 10 EVCs. Each of Customer's EVPL Services can only send and receive traffic with Customer's other EVPL Services with the same Service Mode.

Service Grades for VLAN Mode

- 1.7 For EVPL with VLAN Mode Customer may select one of the following service grades for an EVC (**EVC Service Grade**):
- (a) Standard: this EVC Service Grade is applicable for low priority data applications such as non-time critical applications where data traffic has more relaxed latency/variation and data delivery ratio objectives (e.g., E-Mail, Messaging); or
 - (b) Premium: this EVC Service Grade is applicable for critical data applications such as business applications where data traffic requiring low latency, low delay variation and good data delivery ratio (e.g. CRM, ERP).
- 1.8 No EVC Service Grades are available for EVPL with Transparent Mode.

Australian and New Zealand Ports

- 1.9 The EVPL Service is not available solely for use as a service to carry data between Customer's Sites either within Australia or within New Zealand. If Customer cancels all of its Ports with the exception of its Ports in either Australia or New Zealand, such Australian or New Zealand Ports shall be deemed cancelled by the Customer and the Customer will be liable for the payment of Early Termination Fees, if applicable.

2 Charges

- 2.1 For each EVPL non-recurring and monthly recurring charges are charged per EVC.

3 Service Levels Scope

- 3.1 The Service Levels that apply to each EVPL Service purchased by the Customer and the Relevant Credit Charges are set out in Table 1 below.

Table 1 - Service Levels and Relevant Credit Charges for EVPL Service

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Types of Service Levels		
	Applicable Service Levels	Relevant Credit Charge
Service Delivery	Service Provisioning Time (SPT)	The first month's MRC for the applicable EVC MRC
Service Reliability	Service Availability (Availability)	EVC MRC
	Mean Time to Restore (MTTR)	EVC MRC
Network Performance	PoP-to-PoP Round Trip Delay (RTD)	EVC MRC
	PoP-to-PoP Throughput	EVC MRC

EVC MRC means the monthly recurring charge for the applicable EVC 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).

- 3.2 Any Service Level measure which is expressed to be PoP-to-PoP is a carrier network level measurement. As such, the measure does not necessarily reflect the actual EVPL performance at the individual EVPL Service level.
- 3.3 The Service Level Targets may not be measured and therefore do not apply between Ports or Sites utilising the same PoP within the same country.
- 3.4 Measurement points for carrier network performance parameters, being PE Routers enabled with a device to measure continuous EVPL traffic flow over Telstra's EVPL Network, are identified by Telstra on the PoP List. This list may be changed from time to time, as advised by Telstra. Network Performance Service Levels are only measured for PoPs enabled with an SAA router.

4 Service Delivery - Service Provisioning Time (SPT)

- 4.1 Telstra will provide Customer with a service delivery date in writing for each EVPL Service (inclusive of any associated Local Access) purchased by Customer, after completing a feasibility assessment (**Firm Delivery Date**).
- 4.2 If the Service Start Date for such EVPL 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 EVPL Service for each Business Day (in the jurisdiction(s) where the affected EVPL 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 EVPL Service.
- 4.3 Where the Order for an EVPL Service is changed at Customer's request, then the SPT will not apply.
- 4.4 If an EVPL 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 EVPL 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.

5 Service Availability

- 5.1 From the Service Start Date for each EVPL Service, Telstra will endeavour to provide Availability for each EVPL Service (inclusive of any associated Local Access) at 99.99% for each full calendar month during the Service

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Term (**Service Availability Service Level Target**).

- 5.2 If during any such month, an EVPL Service experiences cumulative Unavailability of 9 minutes or more, Customer is entitled to claim a credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected EVPL Service, calculated in accordance with Table 2, dependent upon the cumulative Unavailability experienced during the applicable calendar month.

Table 2 - Service Availability Credits

Availability calculated as a percentage*	Cumulative Unavailability for the applicable calendar month calculated in minutes**	Noncumulative Credit
99.98%-99.84	9 minutes – 120 minutes	10%
<99.84-99.50	121 minutes – 180 minutes	20%
<99.5-99.45%	181 minutes – 240 minutes	30%
<99.45%	>240 minutes	50%

*This is provided for illustrative purposes only, based upon a 30 day (730 hour, 43,800 minute) month. For purpose of calculating the credits, the dispositive column is the one entitled "Unavailability calculated in minutes")

**Unavailability measurements are rounded down to the nearest minute. The credit payable for a failure to meet the Service Availability Service Level Target for an EVPL Service in a month is capped at 50% of the Relevant Credit Charges for that EVPL Service for that month.

- 5.3 If an EVPL Service experiences either:
- (a) a single period of Unavailability in excess of 24 hours in any month; or
 - (b) three or more distinct periods of Unavailability of eight hours or longer in any six month period,

Customer may cancel the affected EVPL Service without the payment of Early Termination Fees provided that at least forty-five (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 clause; 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.

For the purpose of this Service Availability Service Level, 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.

6 Mean Time to Restore (MTTR)

- 6.1 Mean Time to Restore means the sum of all Unavailability for an EVPL Service during a month divided by the total number of Global Service Interruptions that gave rise to such Unavailability on that EVPL Service in that month. From the Service Start Date for each EVPL Service, Telstra will endeavour to provide a Mean Time to Restore of four (4) hours or less for such EVPL (**MTTR Service Level Target**).
- 6.2 If the Mean Time to Restore for an EVPL Service is more than four hours for any such month, Customer is entitled to a credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected EVPL Service calculated in accordance with Table 3 below.

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Table 3 - MTTR Credits

Mean Time to Restore calculated in minutes*	Noncumulative Credit
241 minutes – 480 minutes	10%
481 minutes – 720 minutes	15%
721 minutes – 960 minutes	20%
961 minutes – 1200 minutes	25%
1201 minutes – 1440 minutes	30%
>1440 minutes	35%

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

- 6.3 The credit payable for a failure to meet the MTTR Service Level Target for an EVPL Service in a month is capped at 35% of the Relevant Credit Charges for that EVPL Service for that month.

7 Pop-to-Pop Round Trip Delay (RTD)

- 7.1 RTD is a measure of the monthly average round trip delay performance for the PoP-to-PoP portion of each EVPL Service. RTD is measured PoP-to-PoP using sample data sent at 5 minute intervals between PE Routers enabled with a device to measure continuous traffic over Telstra's EVPL Network. If none of the sample data is received back for a measurement test, it is assumed that there is a line fault and the test is excluded.
- 7.2 RTD is measured separately for each EVC connecting two Ports at distinct PoPs.
- 7.3 The current RTD Service Level Targets for Customer's EVPL Service are set forth on Exhibit A to this Service Attachment.
- 7.4 Credits for exceeding the RTD Service Level Target for an EVPL Service in a month are calculated separately for each affected EVC.
- 7.5 If the RTD on an EVC for a EVPL Service exceeds the RTD Service Level Target for that EVPL Service in a month, Customer is entitled to claim a credit of 10% of the Relevant Credit Charges for such EVC for such month.

8 Pop-to-Pop Throughput

- 8.1 Throughput means the average success rate of data transmission from origin to destination PE Routers over Telstra's EVPL Network during a month. Throughput is measured PoP-to-PoP using sample data sent at 5 minute intervals between PE Routers enabled with a device to measure continuous traffic over Telstra's EVPL Network. If none of the sample data is received back for a measurement test, it is assumed that there is a line fault and the test is excluded.
- 8.2 Throughput is measured separately for each EVC connecting two Ports at distinct PoPs.
- 8.3 The Throughput Service Level Target is as set out in Table 4 below

Table 4 – Throughput Service Level Target

Service Grade	Throughput Target
Transparent Mode or Standard VLAN	99.9%
Premium	99.95%

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- 8.4 If the Throughput Service Level Target is not met for an EVC, Customer is entitled to claim a credit of 10% of the Relevant Credit Charges for such EVC for such month.