

## 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;
  - (c) these Service Terms (being Sections 1 to 8 of this Service Schedule); and
  - (d) each Order for a GWAN Service.
- 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.
- 1.3 If there is any inconsistency between the parts of this Agreement, the Order is last in precedence.

### 2 GWAN Services

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- 2.1 GWAN Services consist of the following Services to the extent described in an Attachment incorporated herein by reference, (or otherwise published online by Telstra at [www.telstrainternational.com](http://www.telstrainternational.com), as well as any Local Access (as defined below) to the extent provided by Telstra therewith (**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**); or
  - (h) 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 Section 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) x 100%*
- 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 months x monthly charges) x 100% + ((12 months x monthly charges) x 75%) + ((12 months x monthly charges) x 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 months x monthly charges) x 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. Each Service Level is also subject to the Exclusion Events set out in the Agreement Terms and, where applicable, Attachments.
- 7.8 Credits and any rights to cancel a GWAN Service under the Service Levels are Customer’s sole remedy for Telstra’s breach of a Service Level and under no circumstances shall 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 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 Definitions

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- 8.1 In this Schedule, unless otherwise indicated:

**ATM** is defined in Section 2.1.

**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.

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

**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.

**Order** means any Telstra provided order form for a GWAN Service (including a request to vary, reconfigure or cancel an existing GWAN Service) submitted by the Customer and accepted by 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.

**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

Confidential

of the Foreign Carrier's Service.