Global Frame Relay ("GFR") Service Schedule

Service Terms

1 Services

1.1 Global Frame Relay ("GFR") is a frame-switched data carriage network connecting intelligent end-points in international countries consisting of:

(a) at least two GFR accesses providing support for standards-based digital data streams in the format required by the GFR protocol; and

(b) permanent virtual circuits ("PVCs"), which are virtual links between customer sites for transmitting data.

1.2 Each site has PVC specified by the Customer which connects to one or more sites located in the countries set forth in this Schedule.

1.3 The Telstra Incorporated "GFR Backbone Network" means all equipment, including nodes and circuits, up to and including the entry and exit ports connected to the Customer's Premises equipment. It does not include:

(a) the local loop circuit connecting the Customer's site to the GFR Backbone Network;

(b) any equipment located on the Customer's Premises;

(c) CSUs/DSUs or modems connecting the Customer's Premises to the local loop;

(d) interconnection equipment between the local loop and the entry or exit port; or

(e) NNI ports.

2 Performance Standards

2.1 This Performance Standard applies only to Telstra Incorporated's Global Frame Relay Service in those countries specified in this Schedule 1. Interconnection or gateway services that support the transmission of data between disparate Telstra Incorporated services are not included.

2.2 Monitoring Telstra Incorporated's adherence to the following Performance Standards is the Customer's responsibility and claims for rebates must be made in accordance with this Schedule.

2.3 Service Credits will be applied to Customer's account and will not be paid directly to the Customer.

2.4 The following Performance Standards for GFR are subject to the Agreement Terms (including, without limitation, Section 4 and the Exclusion Events) and the Exclusions set forth in this Schedule 1.

2.5 Performance Standards are provided for GFR for:

(a) Network Site Availability;

(b) Backbone Network Transit Delay (Round Trip Delay); and

(c) Network PVC Throughput (Frame Delivery Ratio).

2.6 **Network Site Availability**

(a) The "Network Site Availability" percentage is calculated as the number of hours the GFR Service is available for use by the Customer at a specific site, divided by the total number of hours in the calendar month, multiplied by 100. The performance of both the GFR port and PVC(s) providing service to a Customer site are included in the determination of Network Site Availability.

(b) A site is available ("Available") if communications are possible with the network on one or more of the Customer's PVCs. A site is unavailable ("Unavailable") if a Customer port is down or isolated from the network or if all site PVCs are down at the same time, subject to the Exclusions set forth in this Schedule 1. All hours in which a specific site is Unavailable and for which the Customer is claiming a rebate or credit in accordance with this Schedule 1 must be documented in a Telstra Incorporated trouble ticket. The minimum fault outage duration which may be documented in a Telstra Incorporated trouble ticket is one (1) minute.

(c) Telstra Incorporated will aim to provide Network Site Availability objective of ninety-nine and nine-tenth percent (**99.9**%) within each calendar month for each Customer GFR site in those countries with Telstra Incorporated GFR Backbone Network nodes listed in Section 1 of Exhibit A to this Schedule 1.

(d) Telstra Incorporated will aim to provide a Network Site Availability objective of ninety-nine and one-half percent (**99.5%**) within each calendar month for each Customer GFR site in those countries with Telstra Incorporated GFR Backbone Network nodes listed in Section 2 of Exhibit A to this Schedule 1.

(e) From time to time Telstra Incorporated may update Exhibit A of this Schedule 1 with additional countries as Telstra Incorporated's network expands and availability increases in existing countries.

(f) Only network outages documented in Telstra Incorporated trouble tickets are included in Network Site Availability calculations. Trouble tickets opened later than three (3) days (or 72 hours) from the outage occurrence and trouble tickets opened for degraded service, such as slow data transmission, will not be included in the Network Site Availability calculations.

(g) In the event that the Network Site Availability objective is not met in a calendar month, Telstra Incorporated, upon Customer's written request delivered in accordance with this Agreement within twenty (20) days after the end of such month, will credit the Customer's account for the prorated charges for 1/30th of the Telstra Incorporated monthly port Service Charges for each cumulative hour of Customer site Unavailability or fraction thereof below the Network Site Availability objective. Downtime hours are rounded to two decimal places

For example, where Unavailability for a 99.9% Network Site Availability objective in one month is 1 hour 5 minutes (1.08 hours) and the monthly GFR port Service Charges are $3,000/month, the credit would be calculated as follows

3000/30 x (1.08 – 0.73) = Network Site Availability Credit of $35

Note: Availability of 99.0% is the equivalent of 0.73 hours (44 mins) 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% x 730 hours = 0.73 hours per month of downtime.

For example, where the Unavailability for a 99.5% Network Site Availability objective in one month is 5 hours 20 minutes (5.33 hours) and the monthly GFR port Services Charges are $3,000/month, the credit would be calculated as follows:

$3,000/30 x (5.33 – 3.65) = Network Site Availability credit of $168.00

Note: Availability of 99.5% is the equivalent of 3.65 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 0.5% x 730 hours = 3.65 hours per month of downtime.

(h) The credits and remedies described in this Part B.1 of this Schedule 1 shall be the sole and exclusive remedy of the Customer in the event of failure to achieve Network Site Availability objectives, and under no circumstance shall failure to achieve such objectives be deemed a breach of this Agreement by Telstra Incorporated.

2.7 **Backbone Network Transit Delay**

(a) Backbone Network Transit Delay is defined as the average time (measured by Telstra Incorporated, in milliseconds, from a specific origin to a specific destination, under normal operating conditions and during a specific period of a calendar month) for a 100 byte diagnostic packet to transit the Telstra Incorporated GFR Backbone Network and return. Specially generated delay measurement packets on PVCs dedicated to service level monitoring are used to measure Backbone Network Transit Delay. The measurement frequency is five (5) minutes.

(b) The specific origins and destinations used to measure Backbone Network Transit Delay shall be the GFR Backbone Network primary nodes for the city pairs defined in Exhibit B to this Schedule 1. Due to on-going changes and improvements to the Telstra Incorporated GFR Backbone Network, such objectives are subject to update and change by Telstra Incorporated. Changes and updates to the Exhibit B Backbone Network Delay objectives will be notified by Telstra Incorporated to the Customer thirty (30) days prior to becoming effective.

(c) In addition to the Exclusion Events and Exclusions noted in this Schedule 1, Backbone Network Transit Delay objectives do not apply to delays caused by any of the equipment used to interconnect the local loop circuit to the Customer site or Telstra Incorporated GFR Backbone Network node equipment.

(d) In the event that during any full calendar month, the Backbone Network Transit Delay (as measured by Telstra) between the GFR Backbone Network primary nodes for the Customer's locations is 30% above the average Backbone Network Transit Delay for set forth in Exhibit B for the applicable city pair, the Customer shall be eligible for a service credit equal to five percent (5%) of the monthly PVC Service Charge. Within twenty (20) days of the end of a calendar month, Customer may request, in writing, in accordance with the Agreement Terms, the applicable service credit.

For example, where the average Backbone Network Transit Delay objective for the city pair Amstelveen and Barcelona is 116 msec for a PVCs, the actual Backbone Network Transit Delay (as measured by Telstra) is 155 msec and the monthly PVC Service Charges is $1500 per month, the credits would be calculated as follows:

$1500 x 0.05 = Backbone Network Transit Delay Credit of $75

(e) Backbone Network Transit Delay is offered to Customer only for GFR Service in the city pairs specified in Exhibit B to this Schedule 1. Interconnection or gateway services that support the transmission of data between disparate Telstra Incorporated Services are not included in Backbone Network Transit Delay.

(f) The credits and remedies described in this section shall be the sole and exclusive remedy of the Customer in the event of failure to achieve Network Site Availability

objectives, and under no circumstance shall failure to achieve such objectives be deemed a breach of this Agreement by Telstra Incorporated.

2.8 **Backbone PVC Throughput**

(a) The Network PVC Throughput Frame Delivery Ratio ("FDR") reports the effectiveness of the GFR Backbone Network's ability to transport an offered Customer frame relay load on a PVC. The FDR is a ratio of successful frame receptions to attempted frame transmissions within the Committed Information Rate ("CIR") of a PVC. The minimum FDR objective is ninety-nine and nine-tent percent (99.9%) (as determined by Telstra).

(b) Telstra Incorporated's FDR objectives exclude PVCs passing through a port where the sum of the PVC CIRs exceeds the port speed. In addition, excluded from the FDR objectives are frames dropped at Backbone network ingress due to pre-emptive congestion alleviation techniques. Other Exclusions apply as set forth in this Schedule 1 and in the Agreement Terms.

(c) Within twenty (20) days of the end of the calendar month during which the FDR objective is not met, the Customer may request, in writing, a service credit in an amount equal to five percent (5%) of the monthly PVC Service Charges.

For example, if the FDR is 99.85% in any calendar month and the monthly PVC Service Charges are $1500, the credit is calculated as follows:

$1500 x .0.05 = FDR Credit of $75

(d) The credits and remedies described in this section shall be the sole and exclusive remedy of the Customer in the event of failure to achieve FDR objectives, and under no circumstance shall failure to achieve such objectives be deemed a breach of this Agreement by Telstra Incorporated.

3 Exclusions

3.1 Exclusions to the measurement and calculation of Network Site Availability, Backbone Network Transit Delay, Network PVC Throughput, and Installation and Upgrade Management performance ("Exclusions") are set forth in this Agreement and Schedule 1 and include without limitation, the following:

(a) outages due to scheduled maintenance during the standard maintenance windows (which currently are 01:00 – 05:00 Sundays Pacific Time within the Americas, and 01:00 – 05:00, Sundays local time elsewhere in the world). Telstra Incorporated reserves the right to revise the regularly scheduled maintenance window with ten (10) day prior written notice to the Customer;

(b) outages due to unscheduled upgrades that cannot be performed during the regularly scheduled maintenance window;

(c) outages and calculations due to local in-country practices, laws, customs or regulations;

(d) any action or inaction or delay of Customer including with respect to the Customer Pending Status of any open trouble ticket;

(e) unavailability of Customer personnel in order to determine and/or isolate the problem or provide information;

(f) outages and calculations where diverse routing of Customer site backup circuits has not been implemented;

(g) any outages and calculations for GFR ports and PVCs occurring within the first thirty (30) days following the RFU Date; and

(h) lost delay and throughput measurements due to measurement system failures.

Exhibit A – Network Site Availability

Section 1. 99.9% Network Site Availability Countries

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

Section 2. 99.5% Network Site Availability Countries

Colombia
Ecuador
Poland

Exhibit B – Average Monthly Backbone Network Transit Delay

City Pair		Transit Delay (msec)
Amstelveen	Barcelona	116
Amstelveen	Brussels	38
Amstelveen	Copenhagen	88
Amstelveen	Docklands	79
Amstelveen	Dubin	80
Amstelveen	Dusseldorf	42
Amstelveen	Frankfurt	60
Amstelveen	Hamburg	67
Amstelveen	Hayward	251
Amstelveen	Helsinki	67
Amstelveen	London	64
Amstelveen	Los Angeles	240
Amstelveen	Milan	90
Amstelveen	New York City	140
Amstelveen	Oak Brook	170
Amstelveen	Paris	72
Amstelveen	Prague	106
Amstelveen	Seattle	260
Amstelveen	Singapore	298
Amstelveen	Stockholm	65
Amstelveen	Tel Aviv	113
Amstelveen	Vienna	56
Athens	Brussels	100
Athens	Docklands	142
Athens	Frankfurt	136
Athens	London	115
Atlanta	Buenos Aires	319
Atlanta	Caracas	152
Atlanta	Dallas	106
Atlanta	Houston	40
Atlanta	Jersey City	64
Atlanta	Los Angeles	110
Atlanta	Madrid	210
Atlanta	Mexico City	134
Atlanta	New York City	59
Atlanta	Oak Brook	64
Atlanta	Sao Paulo	246
Atlanta	Toronto	89
Atlanta	Washington DC	40
Auckland	Los Angeles	317
Auckland	Sydney	44
Bangkok	Hong Kong	86
Bangkok	Kuala Lumpur	49

City Pair		Transit Delay (msec)
Bangkok	Los Angeles	310
Bangkok	Singapore	122
Barcelona	Docklands	107
Barcelona	Frankfurt	104
Barcelona	Hamburg	118
Barcelona	London	89
Barcelona	Madrid	34
Barcelona	Stockholm	119
Berlin	Dusseldorf	64
Berlin	Frankfurt	42
Berlin	Hamburg	19
Bern	Dusseldorf	61
Bern	Frankfurt	61
Bern	Jersey City	142
Bern	Lausanne	13
Bern	London	61
Bern	Zurich	17
Bogota	Jersey City	128
Bogota	Los Angeles	186
Bogota	New York City	185
Bogota	Sao Paulo	437
Bogota	Washington DC	143
Boston	Brussels	158
Boston	London	119
Boston	Mexico City	156
Boston	New York City	37
Boston	Oak Brook	64
Brussels	Budapest	96
Brussels	Docklands	91
Brussels	Frankfurt	76
Brussels	Helsinki	76
Brussels	Johannesburg	277
Brussels	London	65
Brussels	Luxembourg	25
Brussels	Madrid	121
Brussels	Milan	73
Brussels	New York City	156
Brussels	Oak Brook	169
Brussels	Paris	41
Brussels	Sao Paulo	350
Brussels	Singapore	299
Brussels	Stockholm	60
Budapest	Docklands	102
Budapest	Dusseldorf	73
Budapest	Frankfurt	65
Budapest	London	90
Buenos Aires	Hayward	307
Buenos Aires	Los Angeles	289
Buenos Aires	Santiago	41

City Pair		Transit Delay (msec)
Buenos Aires	Sao Paulo	78
Buenos Aires	Washington DC	283
Caracas	Los Angeles	158
Caracas	Washington DC	107
Copenhagen	Dusseldorf	157
Copenhagen	London	41
Copenhagen	Malmo	19
Copenhagen	Oslo	37
Copenhagen	Paris	126
Copenhagen	Stockholm	50
Dallas	Hayward	77
Dallas	Houston	106
Dallas	Jersey City	58
Dallas	Kansas City	42
Dallas	Los Angeles	64
Dallas	Mexico City	197
Dallas	New York City	132
Dallas	Singapore	306
Dallas	Washington DC	96
Docklands	Dubin	82
Docklands	Dusseldorf	107
Docklands	Frankfurt	84
Docklands	Hayward	270
Docklands	Helsinki	121
Docklands	Hong Kong	348
Docklands	Jakarta	344
Docklands	Jersey City	140
Docklands	Kuala Lumpur	287
Docklands	Lisbon	98
Docklands	London	72
Docklands	Los Angeles	246
Docklands	Madrid	140
Docklands	Malmo	96
Docklands	New York City	154
Docklands	Oak Brook	192
Docklands	Oslo	100
Docklands	Paris	104
Docklands	Stockholm	118
Docklands	Tel Aviv	109
Docklands	Toronto	193
Docklands	Vienna	66
Dubin	Frankfurt	79
Dubin	London	41
Dubin	Los Angeles	242
Dubin	New York City	163
Dusseldorf	Frankfurt	76
Dusseldorf	Hamburg	54
Dusseldorf	Johannesburg	276
Dusseldorf	London	47

City Pair		Transit Delay (msec)
Dusseldorf	Madrid	118
Dusseldorf	Milan	211
Dusseldorf	Munich	26
Dusseldorf	New York City	192
Dusseldorf	Paris	103
Dusseldorf	Prague	97
Dusseldorf	Stockholm	144
Dusseldorf	Vienna	44
Frankfurt	Hamburg	76
Frankfurt	Hayward	318
Frankfurt	Lisbon	224
Frankfurt	London	46
Frankfurt	Madrid	65
Frankfurt	Milan	77
Frankfurt	Moscow	91
Frankfurt	Munich	35
Frankfurt	Oak Brook	239
Frankfurt	Paris	49
Frankfurt	Prague	85
Frankfurt	Singapore	301
Frankfurt	Stockholm	88
Frankfurt	Sydney	415
Frankfurt	Tokyo	353
Frankfurt	Vienna	34
Frankfurt	Zurich	85
Hamburg	Sao Paulo	451
Hayward	Hong Kong	274
Hayward	Jarkarta	344
Hayward	Jersey City	146
Hayward	Lima	370
Hayward	London	245
Hayward	Los Angeles	67
Hayward	Manila	308
Hayward	Mexico City	196
Hayward	New York City	144
Hayward	Oak Brook	113
Hayward	Paris	260
Hayward	Sacramento	100
Hayward	Seattle	56
Hayward	Seoul	318
Hayward	Singapore	305
Hayward	Sydney	242
Hayward	Tel Aviv	272
Hayward	Tokyo	193
Hayward	Vancouver	43
Helsinki	London	89
Helsinki	Malmo	53
Helsinki	New York City	216
Helsinki	Oak Brook	293

City Pair		Transit Delay (msec)
Helsinki	Oslo	139
Helsinki	Paris	79
Helsinki	Singapore	340
Helsinki	Stockholm	47
Hong Kong	Jakarta	112
Hong Kong	Jersey City	335
Hong Kong	Kuala Lumpur	119
Hong Kong	Los Angeles	241
Hong Kong	Manila	37
Hong Kong	New York City	328
Hong Kong	Oak Brook	365
Hong Kong	Osaka	107
Hong Kong	Seoul	103
Hong Kong	Singapore	98
Hong Kong	Sydney	193
Hong Kong	Taipei	65
Hong Kong	Tokyo	103
Hong Kong	Vancouver	400
Houston	Jersey City	133
Houston	London	256
Houston	Los Angeles	139
Houston	New York City	140
Houston	Oslo	293
Houston	Sao Paulo	347
Jakarta	Kuala Lumpur	50
Jakarta	Seoul	199
Jakarta	Singapore	113
Jakarta	Sydney	312
Jersey City	New York City	61
Jersey City	Oak Brook	67
Jersey City	Philadelphia	24
Jersey City	Quito	702
Jersey City	Sacramento	131
Jersey City	Sao Paulo	246
Jersey City	Tel Aviv	232
Jersey City	Washington DC	54
Johannesburg	London	265
Kansas City	Oak Brook	25
Kuala Lumpur	London	247
Kuala Lumpur	Manila	83
Kuala Lumpur	Paris	335
Kuala Lumpur	Singapore	52
Kuala Lumpur	Sydney	155
Kuala Lumpur	Tokyo	148
Lausanne	Paris	44
Lima	Santiago	90
Lima	Washington DC	156
Lisbon	Madrid	55
London	Jersey City	102

City Pair		Transit Delay (msec)
London	Luxembourg	52
London	Madrid	89
London	Milan	61
London	New York City	130
London	Oak Brook	149
London	Paris	73
London	Prague	138
London	Sao Paulo	334
London	Stockholm	96
London	Tel Aviv	121
London	Toronto	168
London	Zurich	49
Los Angeles	Jersey City	125
Los Angeles	London	229
Los Angeles	Manila	276
Los Angeles	Mexico City	184
Los Angeles	New York City	127
Los Angeles	Oak Brook	116
Los Angeles	Sacramento	59
Los Angeles	San Juan	209
Los Angeles	Santiago	266
Los Angeles	Sao Paulo	349
Los Angeles	Seattle	56
Los Angeles	Sydney	250
Los Angeles	Taipei	330
Los Angeles	Tokyo	164
Los Angeles	Toronto	136
Los Angeles	Washington DC	131
Luxembourg	Milan	77
Luxembourg	New York City	149
Madrid	New York City	191
Madrid	Paris	67
Madrid	Sao Paulo	391
Malmo	Oslo	35
Malmo	Stockholm	43
Manila	Singapore	114
Manila	Sydney	210
Manila	Tokyo	125
Melbourne	Sao Paulo	715
Melbourne	Singapore	169
Melbourne	Sydney	36
Melbourne	Toronto	335
Mexico City	Jersey City	98
Mexico City	New York City	192
Mexico City	Oak Brook	133
Mexico City	Washington DC	96
Milan	Oak Brook	173
Milan	Rome	26
Milan	Stockholm	72

City Pair		Transit Delay (msec)
Montreal	Jersey City	48
Montreal	Toronto	22
Moscow	Stockholm	58
Munich	Oak Brook	185
Munich	Stockholm	91
New York City	Oak Brook	89
New York City	Osaka	293
New York City	Paris	146
New York City	San Juan	133
New York City	Sao Paulo	252
New York City	Sydney	348
New York City	Tel Aviv	188
New York City	Toronto	106
New York City	Washington DC	68
Oak Brook	Seattle	86
Oak Brook	Stockholm	178
Oak Brook	Sydney	305
Oak Brook	Tokyo	246
Oak Brook	Toronto	64
Oak Brook	Washington DC	73
Osaka	Tokyo	96
Oslo	Stockholm	65
Paris	Rome	78
Paris	Singapore	302
Paris	Stockholm	98
Paris	Tel Aviv	85
Philadelphia	Washington DC	22
Sacramento	Seoul	236
Sacramento	Singapore	307
Sacramento	Sydney	260
Sacramento	Tokyo	205
San Juan	Washington DC	114
Santiago	Washington DC	298
Sao Paulo	Santiago	138
Sao Paulo	Washington DC	226
Seoul	Singapore	181
Seoul	Sydney	277
Seoul	Tokyo	208
Singapore	Sydney	198
Singapore	Taipei	200
Singapore	Tokyo	98
Singapore	Washington DC	362
Singapore	Zurich	362
Stockholm	Warsaw	44
Stockholm	Washington DC	160
Sydney	Taipei	265
Sydney	Tokyo	368
Taipei	Tokyo	116
Tel Aviv	Toronto	336

City Pair		Transit Delay (msec)
Toronto	Vancouver	74