

Private Line (“PL”) Service Schedule Service Terms



1 Private Line Service Description

- 1.1 The PL Service is a dedicated, non-switchable link between two (2) points of presence (“POP’s”) on the Telstra PL Backbone Network.
- 1.2 The following PL speeds are available, depending upon the location requested: T-1, E-1, DS-3, OC-3/STM-1, OC12/STM-4 and OC-48/STM-16. Sub-rate T1 and E1 speeds are also offered depending on location. OC-N speeds are limited to locations within the United States.
- 1.3 For purposes of this Agreement, the PL Service and Telstra PL Backbone Network do not include any local circuit or any equipment located on the Customer’s Premises.
- 1.4 The PL Service comprises a PL circuit which is either a:
- (a) **Bilateral Half Circuit:** a circuit supplied by Telstra hereunder used in conjunction with a corresponding foreign half circuit supplied by Customer or third party (foreign operator), including without limitation, a circuit acquired on Customer’s behalf by Telstra acting as Customer’s agent, to provide connectivity; or
 - (b) **Whole Circuit:** a dedicated circuit of international transmission capacity provided on the Telstra Network between Telstra’s POPs at the A-End and Z-End.
- 1.5 The cable systems over which PL circuits are provided are either:
- (a) **Protected,** which means that the cable system is designed with a built-in redundant path that should automatically switch to a protected path in the event that the primary work path is cut or disrupted;
 - (b) **Unprotected,** which means that the PL Circuit operates on a single path with no built-in redundant path, so that the PL Circuit will not be automatically switched to in the event that the single path is cut or disrupted;
 - (c) **Restorable,** which means that the cable system is designed to be restored manually over an alternate path in the event of a fault on the primary cable where the service is provisioned; or
 - (d) **Nonrestorable,** which means the cable system operates on a single path with no alternate path that is switched to in the event that the single path is cut or disrupted.

2 Local Circuit Provisioning

- 2.1 The Customer may purchase the local circuit separately from Telstra (“Local Access Service”), where available, upon the terms and conditions contained in this Section 2 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.
- 2.2 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

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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.

- 2.3 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").
- 2.4 Availability of Telstra's Local Access Service varies according to the location and local in-country regulations.
- 2.5 The Local Access Service is provided on an AS-IS basis and no performance standards shall apply to its performance.
- 2.6 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) additional charges may apply;
 - (c) 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 PL 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 PL Service and the local circuit and the Customer provides the necessary information to enable the connection of the local loop circuit to the PL Service; and
 - (iv) the local circuits continuously operate during the Service Term, including by promptly settling all invoices for the local circuits.
- 2.7 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 PL Service.
- 2.8 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;
 - (b) Telstra is **not** responsible for the local circuit, connections or cabling beyond its POP.

3 Performance Standards

- 3.1 Subject to the terms, restrictions, exclusions and conditions set forth in this Schedule and the Agreement Terms, Performance Standards are provided for PL Availability for PL Service Whole Circuits. No Performance Standards apply for Bilateral Half Circuits. Such Circuits are provided on an As-Is basis.
- 3.2 The following provisions apply to every Performance Standard:

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- (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 PL Service Schedule.
- (b) The Performance Standards for PL Services only cover PL Services Whole Circuits and do not cover, among other things, satellite services, associated Local Access Services or Bilateral Half Circuits.
- (c) 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.
- (d) The Performance Standards for PL are subject to the Agreement Terms, including, without limitation, Section 4 of the Agreement Terms and the Exclusion Events referenced in the Agreement Terms. In addition, Unavailability excludes service suspensions due to network or equipment modification or preventive or emergency maintenance. Telstra will use reasonable efforts to give the Customer advance notice of any planned intention to suspend the service for any reasons of modification or preventive maintenance, including such details as are available concerning the estimated timing and duration of such a suspension and will agree with the Customer on the timing for such action where possible.
- (e) Calculations for Performance Standards are effective the first whole calendar month after the Service Start Date.
- (f) All Service Credits are calculated by reference to the Monthly Recurring International Segment Charge for the Unavailable Whole Circuit for the applicable month (the "International Segment MRC"), not factoring in, among other things, any non-recurring charges for the International Segment or any non-recurring or monthly recurring charges for any associated Local Access Service. For purposes of this Schedule, "International Segment" means and refers to the dedicated, non-switchable link between two (2) nodes on the Telstra PL Backbone Network and does not include the local circuit on either end.
- (g) In any calendar month or consecutive thirty (30) day period, the service credits applicable for Unavailability shall in no circumstance exceed 30% of the International Segment MRC for the applicable Unavailable PL Whole Circuit for the month during which such link was unavailable.
- (h) Monthly Availability is calculated in accordance with the following formula:

$$\text{Availability} = \frac{730 - \text{Number of Hours of Unavailability during the Applicable Month}}{730}$$

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

3.3 International Private Line Availability Performance Standard for Protected Whole Circuits

- (a) The Availability Standard for each Protected Whole Circuit is 99.99% Availability.
- (b) If a Protected Whole Circuit is Available on either the primary or redundant backup path then such circuit is Available.
- (c) If a Protected Whole Circuit experiences Unavailability of more than 4 minutes in any calendar month, then, provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end of the

applicable month, Telstra will credit the Customer's account by the amounts specified below.

Cumulative Duration of Unavailability for the affected Protected Whole Circuit during applicable month	Credit (% of International Segment MRC for Unavailable Protected Whole Circuit for applicable month - noncumulative)
4 minutes – 60 minutes	3%
61 minutes – 240 minutes	5%
241 minutes – 480 minutes	10%
481 minutes – 960 minutes	15%
961 minutes – 1440 minutes	25%
Each 24 hour period after 1440 minutes	2.5% per day (in addition to the 25% credit for Unavailability of initial 1440 minutes) up to an aggregate 30% cap

3.4 International Private Line Availability Performance Standard for Unprotected Whole Circuits

- (a) The Availability Standard for each Unprotected Whole Circuit is 99% Availability.
- (b) If an Unprotected Whole Circuit experiences more than 438 minutes of Unavailability in any calendar month, then, provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end of the applicable month, Telstra will credit the Customer's account by the amounts specified below.

Cumulative Duration of Unavailability for the affected Unprotected Whole Circuit during applicable month	Credit (% of International Segment MRC for Unavailable Unprotected Whole Circuit for applicable month - noncumulative)
438 minutes – 600 minutes	3%
601 minutes – 960 minutes	5%
961 minutes – 1440 minutes	10%
1441 minutes – 2040 minutes	15%
2041 minutes – 2760 minutes	20%
2761 minutes – 3520 minutes	25%
>3250 minutes	30%

3.5 International Private Line Availability Performance Standard for Restorable Whole Circuits

- (a) The Availability Standard for each Restorable Whole Circuit is 99.45% Availability.
- (b) If a Restorable Whole Circuit is Available on either the primary or alternate path then such circuit is Available.
- (c) If a Restorable Whole Circuit experiences more than 241 minutes of Unavailability in any calendar month, then, provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end of the

applicable month, Telstra will credit the Customer's account by the amounts specified below.

Cumulative Duration of Unavailability for the affected Restorable Whole Circuit during applicable month	Credit (% of International Segment MRC for Unavailable Restorable Whole Circuit for applicable month - noncumulative)
241 minutes – 480 minutes	10%
481 minutes – 720 minutes	15%
721 minutes – 960 minutes	20%
961 minutes – 1200 minutes	25%
>1200 minutes	30%

3.6 International Private Line Availability Performance Standard for Nonrestorable Whole Circuits

- (a) The Availability Standard for each Nonrestorable Whole Circuit is 99% Availability.
- (b) If a Nonrestorable Whole Circuit experiences Unavailability that exceeds 438 minutes in any calendar month, then, provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end of the applicable month, Telstra will credit the Customer's account by the amounts specified below.

Cumulative Duration of Unavailability for the affected Nonrestorable Whole Circuit during applicable month	Credit (% of International Segment MRC for Unavailable Nonrestorable Whole Circuit for applicable month - noncumulative)
438 minutes – 600 minutes	3%
601 minutes – 960 minutes	5%
961 minutes – 1440 minutes	10%
1441 minutes – 2040 minutes	15%
2041 minutes – 2760 minutes	20%
2761 minutes – 3520 minutes	25%
>3250 minutes	30%

3.7 The credits described in this Section 3 of this Schedule shall be the sole and exclusive remedy of the Customer in the event of failure to achieve any of the objectives or Performance Standards set forth herein, and under no circumstance shall failure to achieve such objectives or Standards be deemed a breach of this Agreement by Telstra or entitle the Customer to terminate the Services or Agreement.