

Telstra Managed Services (“TMS”) Schedule

Managed Services Addendum – Router Management Services (“RMS”)

Service Terms

1 Services

- 1.1 RMS means Telstra’s router management service and the maintenance service, consisting of the following, as set forth in this Managed Services Addendum: Fault Resolution, Remote Fault Detection, Hardware Maintenance and Software Maintenance.
- 1.2 Telstra does not provide or maintain ancillary equipment for housing and protecting the Equipment such as racks, air conditioning and power points. Telstra is under no obligation to provide any of the Managed Services if any such ancillary equipment is not provided by the Customer at the Customer’s Premises in a timely manner.
- 1.3 Telstra will provide the RMS from the Service Start Date of each piece of Equipment if RMS is ordered at the time of ordering the Equipment.

2 Fault Restoration

- 2.1 A Security Officer may contact Telstra at any time to report a Fault. If a person other than a Security Officer contacts Telstra, it will refer them to a person listed as a Security Officer and they will be asked to ensure that only a Security Officer reports a Fault.
- 2.2 When Telstra receives a report of a Fault, whether from a Security Officer or internally from Telstra’s remote fault detection programs, it will provide Fault Resolution by:
 - (a) taking details of the Fault where possible;
 - (b) issuing a Trouble Ticket;
 - (c) giving the Security Officer the identifying number of the Trouble Ticket; and
 - (d) after consulting with the Customer, determining the severity of the Fault.
- 2.3 The standard maintenance for the Equipment is only provided during Standard Business Hours. If a priority 1 problem (down condition) is reported within Standard Business Hours, Telstra will aim for, but does not guarantee, a Mean-Time-To Respond of four (4) hours; provided that the Customer Premises are located within 50 miles of a Telstra Network Point of Presence for the applicable Service with respect to which the RMS is associated. Telstra will use reasonable efforts to resolve Faults but does not guarantee that it will be able to resolve any Faults within a particular time or at all.
- 2.4 Where the Customer has selected Standard Business Hours for its Service Hours, Telstra is under no obligation to perform any work to investigate or repair the Fault outside Standard Business Hours. If the Customer asks Telstra to repair the Fault outside of Standard Business Hours, Telstra will charge the Customer its then current out of hours fees as additional charges for such services.
- 2.5 Telstra will use reasonable efforts to keep the Customer informed of progress and problems during Fault Resolution. Telstra will inform the Customer when Telstra has responded to the Fault. Telstra will inform the Customer when Telstra has repaired the Fault.
- 2.6 Where the Customer is using: (a) Non-Managed Equipment; or (b) data transmission services provided by a person other than Telstra, and Telstra considers that the cause or partial cause of the

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Fault lies with either (a) or (b) above, Telstra will inform the Customer of this conclusion. Telstra will no longer be responsible for resolution of that Fault and will close the Trouble Ticket. The Customer will be responsible for the resolution of such Faults and will liaise with Telstra as to the timing of the repair of such Faults.

- 2.7 Telstra will carry out investigation and repair of Faults at the Customer's Premises as Telstra considers necessary. Charges will apply for any work performed on-site at the Customer's Premises for Fault Resolution. A Security Officer or another person appointed by the Customer must be physically present at the Customer's Premises to provide access, accompany the Telstra representative during the process of Fault Resolution, and provide a written receipt evidencing the Telstra representative's presence for the purpose of Fault investigation and repair.
- 2.8 Telstra will not be responsible for Fault Resolution where Faults are caused by or contributed to by:
- (a) Non-Managed Equipment;
 - (b) data transmission services provided by any person other than Telstra;
 - (c) equipment other than the Equipment;
 - (d) any inadequacy of the Customer's Firewall Security Policy, or any changes to its Firewall Security Policy, whether made by the Customer or by Telstra at the Customer's direction; and
 - (e) any failure by the Customer to comply with the Agreement, including, without limitation, any provision of the Managed Services Schedule

3 Hardware Maintenance

- 3.1 Telstra will carry out Hardware Maintenance on the Equipment in order to try to repair hardware Faults.
- 3.2 Telstra will supply all hardware spares to restore the Equipment and the Network but not NPC Equipment.
- 3.3 When Telstra has installed spares, they are permanent replacements for the original components and become part of the Equipment. Telstra will return the faulty parts to the relevant Supplier.
- 3.4 At the Customer's request Telstra may be able to provide expansion or modification of hardware as an RMS Extended Feature, and the Customer will be charged accordingly.
- 3.5 If the Customer has selected Standard Business Hours coverage, it will only receive support for Hardware Maintenance during these hours unless the Customer requests out-of-hours support, in which case, Customer will be charged for, and agrees to pay Telstra's then current out-of-hours rates as additional charges.
- 3.6 Spare parts are provided when Telstra considers spare parts are necessary to rectify a Fault with Equipment. Telstra will in its sole discretion determine whether on-site work at Customer's Premises is required to rectify a Fault with Equipment.
- 3.7 Additional charges will apply when the spare parts must be provided to Customer's Premises which are outside a city in which a Telstra Point of Presence is located.

4 Software Maintenance

- 4.1 The goal of Software Maintenance is to ensure that the Customer has a valid supported version of the Software which provides the Customer with a stable and reliable Network.
- 4.2 Telstra will supply minor revision or maintenance updates which Telstra considers appropriate for the Customer. Telstra will not distribute every Software update.

4.3 Telstra will liaise with the Customer to plan the installation of Software upgrades. The Customer agrees to permit installation of Software promptly to ensure that the Software is a revision which is supported by the Supplier of the Equipment.

4.4 Telstra reserves the right to charge for all Software revisions, upgrades and updates as well as for their installation.

5 On-site Work

5.1 Telstra will charge the Customer additional charges for on-site work performed for RMS at any Customer's Premises located more than 50 miles by road from a Telstra Point of presence. The amounts of such charges vary depending on the location of the Customer's Premises.

6 Planned Outages

6.1 The Customer or Telstra may undertake Planned Outages as described below.

6.2 A Planned Outage may have an affect on Telstra's ability to provide the RMS. The Customer agrees Telstra is not liable for any loss or damage:

(a) suffered by the Customer or any other person in connection with Planned Outages;
or

(b) to other parts of the Network caused or contributed to by Planned Outages.

6.3 The Customer indemnifies Telstra for any loss or liability which relate to Planned Outages undertaken by the Customer.

6.4 The Customer may undertake Planned Outages by giving sufficient notice to Telstra during Standard Business Hours at least one (1) Business Day before the Planned Outage. In order to provide sufficient notice of a Planned Outage the Customer must provide Telstra with the following details during Service Hours: (i) which Equipment and Customer's Premises the Planned Outage will affect; (ii) the period of the Planned Outage; and (iii) any other information concerning the Planned Outage reasonably requested by Telstra.

6.5 Telstra may undertake Planned Outages by notifying a Security Officer by email or facsimile during Standard Business Hours at least one Business Day before the Planned Outage. If the Customer objects to the Planned Outage within 2 hours of being notified by Telstra of the Planned Outage, Telstra will attempt to reschedule the Planned Outage to another time convenient to both the Customer and Telstra. If the Customer does not object to the Planned Outage within 2 hours of being notified by Telstra the Customer is deemed to consent to the Planned Outage.

6.6 Telstra will stop actively monitoring that Equipment which the Customer has informed Telstra above would be affected by the Planned Outage from the time the Customer has informed Telstra the Planned Outage will commence until the time the Customer has informed Telstra the Planned Outage has finished. During this period Telstra will log a Planned Outage Trouble Ticket for those services.

7 Exclusions

7.1 The Customer agrees and acknowledges that Telstra has no obligation to provide RMS to any NPC Equipment or Non-Managed Equipment that forms part of or is used in the Network.

7.2 RMS does not include any Network re-design services. If any Equipment requires Telstra to provide network re-design services under RMS, Telstra will charge the Customer Telstra's then current charges for such services as additional charges.

8 Performance Standards

8.1 There are no Performance Standards for RMS.

9 Definitions

The definitions in the Agreement, the Managed Services Schedule and the following definitions apply in this Managed Services Addendum:

Firewall Security Policy means any firewall security policy, whether developed by the Customer in consultation with the Telstra or otherwise.

Hardware Maintenance means the repair of hardware failure of the Equipment by:

- (a) the use of spare parts and on-site engineering support; and
- (b) the direction, reconfiguration and test assistance from Telstra, but excludes expansion of the hardware such as extra ports or additional memory even where expansion is required to maintain the Equipment in a supported configuration.

NPC Equipment means Equipment which is not permanently connected to the Network.

Planned Outage means activities undertaken or proposed by or on behalf of the Customer or Telstra in respect of Managed Services provided at the Customer's Premises which would cause Telstra's remote fault detection programs to register a Fault, or Telstra otherwise to log a Fault, in respect of those Managed Services at that Customer's Premises or a service on a Tail Site connected to those Customer's Premises.

Planned Outage Trouble Ticket means a trouble ticket logged by Telstra in respect of a Planned Outage, reported in accordance with this Managed Services Addendum, or identified by Telstra.

Service Hours means the option selected by the Customer.

Tail Site means Equipment which is specified as "Subs," "Edge," "ES60" and "AS32" in the Network Diagram and Description.