

This Service Schedule sets out the service description and service levels that apply to the Managed Network Service.

## 1 SERVICE DESCRIPTION

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1.1 Your Managed Network Service consists of:

- (a) an Internet Protocol Virtual Private Network Service (**IPVPN**) as set out in Attachment 1 to this Service Schedule.
- (b) an Internet Service which consists of:
  - (i) a Global Internet Direct (**GID**) service;
  - (ii) a Global Internet Extension (**GIE**) service; and/or
  - (iii) a Telstra Internet Direct (**TID**) service,

as set out in Attachment 2 to this Service Schedule;

- (c) a Global Managed Network Service (**GMNS**) as set out in Attachment 3 to this Service Schedule; and/or
- (d) a Global Customer Premise Equipment Service (**GCPE**) as set out in Attachment 4 to this Service Schedule,

as set out in your Service Order Form.

1.2 In this Service Schedule, each combined end-to-end IPVPN, Internet, GMNS and GCPE Service is referred to as a '**Managed Network Service**' and each individual IPVPN, Internet, GMNS and GCPE Service is referred to as a 'Service'.

## 2 SERVICE LEVELS

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2.1 The service levels that apply to your Managed Network Service are set out in Attachment 5 to this Service Schedule (**Managed Network Service Levels**). Additionally, specific service levels may apply to specific components of your Managed Network Service (as set out in the Annexures to Attachment 5) (**Specific Service Levels**).

2.2 If there is a Specific Service Level in respect of a component of your Managed Network Service and that Specific Service Level is inconsistent with a Managed Network Service Level that also applies to that component of your Managed Network Service, the Specific Service Level applies instead of the Managed Network Service Level.

2.3 If we do not deliver any part of a Service which is part of your Managed Network Service other than as a result of an Exclusion Event, you may be eligible to claim a credit. Credits are mutually exclusive, so you are only entitled to claim a single credit for each Service incident or outage.

## 3 BANDWIDTH

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3.1 You must specify in your Service Order Form the amount of bandwidth for your IPVPN and Internet Service (**Committed Data Rate**).

3.2 Subject to the terms relating to our burstable bandwidth optional service in Attachments 1 (IPVPN) and 2 (Internet), we will not deliver your IPVPN and Internet traffic in excess of your Committed Data Rate.

## 4 CHARGES

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- 4.1 The charges payable by you for your Managed Network Service are set out in a single Service Order Form.

## 5 THIRD PARTY EQUIPMENT

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- 5.1 You are responsible for the configuration and the security of any equipment not managed by us which is connected to the Managed Network Service.

## 6 POLICIES

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- 6.1 You must comply with our policies relating to IP addresses, routing protocols and classes of service (CoS) as they apply to the Managed Network Service.

## 7 AUSTRALIAN SERVICES TERMS

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- 7.1 The following clauses 7.2 to 7.8 apply to Australian Services.
- 7.2 The service description, service levels and other product terms applicable to the Australian Services are set out in Our Customer Terms.
- 7.3 Our Customer Terms (except for the General Terms section) form part of the Agreement in so far as they apply to Australian Services. Our Customer Terms do not apply to the Global Services.
- 7.4 You may view Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government> or obtain a copy from us. You acknowledge either receiving, or having had the opportunity to review, a copy of Our Customer Terms, including but not limited to the following sections of Our Customer Terms:
- (a) the Business IP section; and
  - (b) Part A – Telstra Internet Direct of the Internet Solutions section,
- which refer to other sections of Our Customer Terms which also apply to your Australian Service.
- 7.5 If there is an inconsistency between the terms of this Agreement and Our Customer Terms, in respect of their application to an Australian Service, the terms of this Agreement prevail to the extent of that inconsistency (in accordance with the order of precedence set out your Agreement with us).
- 7.6 If your Agreement includes a separate “Data Services Schedule” which applies to the Australian Services, the terms in that Data Services Schedule will prevail over the terms in Attachment 1 (IPVPN) and Attachment 2 (Internet) to the extent of any inconsistency.
- 7.7 We may limit, suspend, or cancel the provision of an Australian Service at any time:
- (a) without notice to you in the event of an emergency or in order to provide resources to emergency and other essential services.
  - (b) after giving you as much notice as we reasonably can, if the Australian Competition and Consumer Commission (**ACCC**) issues or we reasonably anticipate that the ACCC may issue a competition notice in relation to an Australian Service; or
  - (c) after giving you notice if you are or become a carrier or carriage service provider (as defined in the Act).
- 7.8 You agree and will ensure that your Personnel, your Related Companies and their Personnel, and any

individuals, who receive the Australian Services or whose information is disclosed to us, in connection with our provision of the Australian Services, are aware that we may use and disclose information about you and each of them in accordance with our Australian privacy statement (as amended by us from time to time), which is available at <http://www.telstra.com.au/privacy/privacy-statement/index.htm>.

## 8 EARLY TERMINATION CHARGES

### EARLY TERMINATION CHARGES FOR IPVPN, INTERNET AND GMNS SERVICES

8.1 If you cancel, terminate, or downgrade an IPVPN, Internet or GMNS Service for any reason other than our material breach of this Agreement:

- (a) prior to the Service Start Date for the relevant Service, you must pay us an Early Termination Charge equal to the costs reasonably incurred by us as a result of the termination (including any reasonable amounts payable by us to our Service Provider as a result of the cancellation of the relevant Service), which will not exceed an amount equal to:
  - (i) for IPVPN, GMNS and Internet Services (other than GIE Services): 100% of MRC for Local Access and cross-connect multiplied by the number of months in the Initial Period; or
  - (ii) for GIE Services: 100% of MRC multiplied by the number of months in the Initial Period; or
- (b) during the Initial Period for the relevant Service, you must pay us an Early Termination Charge equal to the applicable percentage of the MRC components as indicated in the below table multiplied by the number of months remaining in the Initial Period.

**Table 1: Early Termination Charges**

Initial Period	When you cancel the Service	Percentage of the MRC components
<b>IPVPN, GMNS and Internet Services (other than GIE Services)</b>		
12 Months	Months 1-9	1. 100% of MRC for Local Access and cross-connect; and 2. 30% of Port MRC, as set out in the applicable Service Order Form
	Months 10-12	1. 100% of MRC for Local Access and cross-connect; and 2. 15% of Port MRC, as set out in the applicable Service Order Form
24 Months	Months 1-21	1. 100% of MRC for Local Access and cross-connect; and 2. 30% of Port MRC, as set out in the applicable Service Order Form
	Months 22 – 24	1. 100% of MRC for Local Access and cross-connect; and 2. 15% of Port MRC, as set out in the applicable Service Order Form

Initial Period	When you cancel the Service	Percentage of the MRC components
36 Months	Months 1-33	1. 100% of MRC for Local Access and cross-connect; and 2. 30% of Port MRC, as set out in the applicable Service Order Form
	Months 34-36	1. 100% of MRC for Local Access and cross-connect; and 2. 15% of Port MRC, as set out in the applicable Service Order Form
<b>GIE SERVICES</b>		
12, 24 and 36 Months	During Initial Period	100% of total MRC

8.2 If you downgrade your Service, your MRC will be reduced for the remaining months in the Initial Period, but we may charge you for any costs reasonably incurred as a result of the downgrade (including any reasonable amounts payable by us to our Service Provider as a result of the downgrade of the Service).

#### EARLY TERMINATION CHARGES FOR GCPE SERVICES

8.3 If, during the Installation Period or the Initial Period, a GCPE Service is cancelled or terminated for any reason other than for our material breach, including any termination by us as a result of your material breach, you must pay the Early Termination Charges set out in clause ~~8.48-3~~ below.

8.4 If the cancellation or termination occurs during:

- (a) the Installation Period, the Early Termination Charge is an amount equal to:
  - (i) the costs reasonably incurred by us up to the date of cancellation or termination; plus
  - (ii) any reasonable amounts payable by us to our Service Provider for termination of that Service before the end of the Initial Period; or
- (b) the Initial Period, the Early Termination Charge is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the Service to you and that cannot be reasonably avoided by us as a result of the cancellation,

which will not exceed an amount equal to the monthly charges that would otherwise have been payable by you for the remainder of the Initial Period.

#### DEFAULT IN PAYMENT OF CHARGES

8.5 If you do not pay any undisputed amounts in respect of the GCPE Service by the due date(s), we may claim the value of the total unpaid charges for the GCPE Service set out in the Service Order Form on demand, regardless of whether such amounts have fallen due.

8.6 If you do not pay any undisputed amounts in respect of the GCPE Service by the due date(s) and do not remedy the breach within 30 days of receiving a notice to do so, then we may terminate the relevant GCPE Service. If a GCPE Service is terminated for this reason, upon us providing reasonable notice to you, you must at your cost enable us to collect the relevant Equipment (related to the unpaid charges) from where it is located. You must cooperate with us and ensure that we have prompt access to any

site for this collection. If we are unable to promptly recover the relevant Equipment for any reason (e.g., no site access), you must promptly pay us the unpaid cost of that Equipment and our attempted reasonable recovery costs, as we notify to you.

## 9 OBLIGATION TO ENCRYPT TRAFFIC

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- 9.1 You must ensure that all your data transported as network traffic under this Service Schedule, save for any application data (i.e. data that is consistent and uniform or otherwise set of identifiers and extended attributes maintained and/or used within an application), is encrypted.
- 9.2 Except where you also obtain an IPVPN Service from us as part of your Managed Network Services under this Service Schedule, you indemnify us from and against any and all loss, damages, liability, claims, costs and expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with your failure to do so, which for the avoidance of doubt includes any liability to implement measures to comply with applicable data protection laws, take steps to inform data subjects or relevant authorities of any personal data processing performed by us on your behalf and for any fines, penalties or costs of any kind (including remediation and audit costs) arising out of, or in connection with the processing of personal data, except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of this clause 9.2.

## 10 DEFINITIONS

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- 10.1 In this Service Schedule, unless otherwise stated:

**Act** means the *Telecommunications Act 1997* (Cth).

**Australian Services** means:

- (a) the Business IP Services and the associated optional services provided within Australia;
- (b) the TID Services as further described in Attachment 2 to this Service Schedule; and
- (c) any other services identified as such in this Service Schedule (including in its Attachments and Annexures), as specified in your Service Order Form.

**Available** or **Availability** means the number of minutes in a month during which a Service is not Unavailable at a PoP or at a Site

**Committed Data Rate** has the meaning set out in clause 3.1 of this Service Schedule.

**Equipment** means the equipment you purchase or rent from us as listed in the Service Order Form, which we will install, support and maintain in accordance with Attachment 4.

**Fault** means a malfunction or error in any component of the Managed Network Service resulting in outage or service degradation.

**GID** has the meaning given to it in clause 1.1(b)(i) of this Service Schedule.

**Global Services** means:

- (a) the IPVPN Services, other than the Business IP Services and the associated optional services provided within Australia (as specified in your Service Order Form and further described in Attachment 1 to this Service Schedule); and

- (b) the GID Services and the associated optional services provided outside Australia (as specified in your Service Order Form and further described in Attachment 2 to this Service Schedule); and
- (c) any other services identified as such in this Service Schedule (including in its Attachments and Annexures) as specified in your Service Order Form.

**Initial Period** means the minimum period for which you must acquire a Service, as set out or referred to in a Service Order Form or the applicable Service Schedule.

**Jitter** measures the average deviation in a month in the RTD for the voice CoS Jitter is measured between PoPs using sample test IP packets sent at five minute intervals between provider edge routers enabled with a performance monitoring device to measure continuous traffic flow over our IPVPN Network, as identified in the PoP List.

**Local Access** or **Local Loop** means the domestic connecting carriage service providing a direct connection between a PoP in a country and your Site in that country.

**Managed Network Service** has the meaning given to it in clause 1.2 of this Service Schedule.

**Mean Time to Restore (MTTR)** means the sum of the time your Managed Network Service is Unavailable during a month divided by the total number of service outages in that month. Each occasion on which the relevant Managed Network Service is Unavailable is counted as one outage.

**MRC** means the monthly recurring charge payable for the Managed Network Service or a component of the Managed Network Service for a relevant 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.

**Operating System Software** means the operating system software described in the manufacturer's service description for the Equipment as being the standard ex-factory installation required to operate the Equipment.

**Operating System Software Update** means an incremental release of Operating System Software that provides maintenance fixes and may provide additional Operating System Software features.

**Our Customer Terms** means the Standard Form of Agreement formulated by Telstra for the purposes of Part 23 of the Act, as amended by us from time to time in accordance with the Act.

**Packet Delivery Ratio (PDR)** means the ratio of the number of test IP packets received at a destination provider edge router, compared with the number of test packets sent from an origin provider edge router at 5 minute intervals in a month. PDR only applies to a Service where the Port is on a provider edge router that is enabled with a performance monitoring device to measure traffic flow over our Network.

**PoP** means a point of presence housing access nodes which connect to the Telstra international backbone network used by us to carry traffic between PoPs in different countries around the world.

**PoP-to-PoP** means a point-to-point or point-to-multipoint Service provisioned between PoPs without a Local Access.

**Port** means a service access point within a PoP.

**Provisioning Fault** means the failure of a Service to meet the relevant ITU specifications for establishing that Service.

**Related Bodies Corporate** has the meaning given under the *Corporations Act 2001* (Cth).

**Related Company** means each of your Related Bodies Corporate that uses or accesses the Services and Related Companies has a corresponding meaning.

**Response Time** is the period commencing when a valid trouble ticket is received by our service desk and ending when we advise you that the fault has been identified and action has commenced to resolve it.

**Round Trip Delay (RTD)** measures the monthly average round trip delay performance of the IPVPN Service, and is measured separately between our PoPs for each type of IPVPN CoS between provider edge routers enabled with a performance monitoring device to measure continues traffic flow over our IPVPN Network, as identified in the PoP List.

**Service** has the meaning given to it in clause 1.2 of this Service Schedule.

**Service Guide** means any service guide or manual which is made available to you in connection with the Managed Network Service.

**Site** means the location at which the Managed Network Service is supplied or connected, as set out in your Service Order Form.

**Shared Local Access** has the meaning given to it in clause 4.1 of Annexure 1 to Attachment 1 of this Service Schedule.

**Site-to-Site** means a point-to point or point-to-multipoint Service provisioned between your Sites which are connected to our PoPs via Local Access circuits.

**Software** means the computer programs relating to the operation of your Managed Network Service, including firmware and application software, the Operating System Software and any Operating Systems Software Updates.

**UIA** has the meaning given to it in clause 1.2(c) of Annexure 1 to Attachment 1 of this Service Schedule.

**Unavailable or Unavailability** means an unplanned outage that results in the total disruption of a Service, such that the Service is unable to send and receive data. Unavailability commences when a trouble ticket has been logged by our service desk, and excludes any period during which an Exclusion Event applies.

The terms Agreement Terms; Business Day; Early Termination Charge, Exclusion Event; Personnel, Service Order Form and Service Provider have the meaning given to them in the Definitions section of the Agreement to which this Service Schedule is appended.

## **Attachment 1 – IPVPN Service**

### **1 APPLICATION**

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- 1.1 This Attachment (including the Optional Service Features Annexure) sets out the service description of the IPVPN Service component of your Managed Network Service.

### **2 SERVICE DESCRIPTION**

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- 2.1 Our IPVPN Service provides multi-protocol label switching (**MPLS**) based layer 3 IP connectivity between designated access end points at PoPs on our IPVPN Network and includes other optional services specified in your Service Order Form.



## **Annexure 1 to Attachment 1 – Optional Service Features for IPVPN Service**

### **1 OPTIONAL SERVICE FEATURES**

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- 1.1 The terms and conditions in this Annexure 1 do not apply to Australian Services including to any optional services you may acquire with your Australian Services.
- 1.2 You may request us to supply the following optional service features as part of your IPVPN Service:
- (a) Remote Site Access (**RSA**);
  - (b) Secure Mobile Access (**SMA**);
  - (c) Unmanaged Internet Access (**UIA**);
  - (d) Burstable Bandwidth; and
  - (e) Expereo Global Internet Extension Gateway (**Expereo GIEG Service**),
- (Optional Service Features).
- 1.3 To access the Optional Service Features, you may need to separately acquire additional services (which we will notify you of on application). The terms relating to the supply of those additional services are set out either in this Service Schedule, separate Service Schedules and/or separate Service Order Forms (as relevant).

### **2 RSA**

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- 2.1 Our RSA Service connects your Sites to our IPVPN network via an internet connection used as last mile.
- 2.2 For each Site where RSA is provided, a virtual local area network (**VLAN**) is created between a router at an IPVPN Port and a router at a GID Port. We will allocate the bandwidth on the VLAN according to the IPVPN Port speed set out in your Service Order Form.
- 2.3 We provide RSA as either a:
- (a) dedicated gateway for one remote Site connection; or
  - (b) shared gateway for multiple remote Site connections.
- 2.4 We will allocate the bandwidth on the VLAN according to the IPVPN Port speed set out in the Service Order Form.
- 2.5 You must either accept our IP address and IP address blocks or provide the remote host IP address and IP address blocks for your remote Sites.
- 2.6 The RSA traffic will be assigned a "Low Priority Data (LPD) Class of Service (CoS)" on the IPVPN network.
- 2.7 The RSA service level targets are as shown below (excluding the internet connection):
- (a) The RSA service availability target is 99.9% as per "Design Type 4 in Table 1: Site Availability Targets Hybrid WAN (IPVPN & Internet)" under Section 3 of Attachment 5
  - (b) Round Trip Delay (Section 5 of Attachment 5) and Packet Delivery Ratio (Section 6 of Attachment 5) for Low Priority Data Class of Service are applicable to the RSA Service.

## 3 SMA (PBS SMA)

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- 3.1 Our SMA Service provides you with third party software that allows you to obtain secure remote access to our IPVPN Network via a secure Internet gateway.
- 3.2 We provide SMA as shared gateway for multiple remote user connections.
- 3.3 You must ensure that the mobile client IP address pool we provide you does not conflict with your IPVPN setup.
- 3.4 You must provide your own DNS server IP address if you want to access your internal applications via your domain name.
- 3.5 You can specify the location(s) and bandwidth of the SMA gateway and number of concurrent users in your Service Order Form.

## 4 UIA

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- 4.1 Our UIA Service allows you to use two virtual circuits on the same Local Access to connect to an IPVPN Port and a GID port (**Shared Local Access**).
- 4.2 Our UIA Service is only available in PoPs in which we offer both GID and IPVPN Services.
- 4.3 We will provide you with dedicated bandwidth on the Shared Local Access for both your IPVPN Service and your GID Service. Your combined IPVPN Service and GID service traffic on the Shared Local Access must not exceed the total bandwidth of the Shared Local Access.
- 4.4 The Shared Local Access is part of the IPVPN Service (and is not part of the GID Service).

## 5 BURSTABLE BANDWIDTH

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### INTRODUCTION

- 5.1 Our Burstable Bandwidth Service allows you to use additional network bandwidth above your Committed Data Rate up to a maximum bandwidth (**Maximum Data Rate**), as specified by you in your Service Order Form.
- 5.2 If you do not specify a Maximum Data Rate, the default ratio of 2:1 (Maximum Data Rate: Committed Data Rate) will apply.
- 5.3 You may only request a variation to each of your Committed Data Rate and Maximum Data Rate once each month. The variation will take effect in the next calendar month.
- 5.4 We do not promise to deliver your IPVPN traffic in excess of your Committed Data Rate. We will not deliver your IPVPN traffic in excess of your Maximum Data Rate.
- 5.5 Your standard MRC will apply for your bandwidth usage up to your Committed Data Rate. Additional variable charges will apply for your bandwidth usage in excess of your Committed Data Rate up to your Maximum Data Rate.

### HOW WE MEASURE AND CHARGE YOUR BANDWIDTH

- 5.6 We will measure your bandwidth usage in five minute intervals, on all your incoming and outgoing IPVPN traffic through each Port for the purpose of calculating your chargeable bandwidth for the option that you select below:
  - (a) **95th Percentile** – we use the higher of your incoming and outgoing IPVPN traffic and charge a specified rate to your bandwidth usage in excess of your Committed Data Rate after excluding the top 5% of your monthly traffic utilisation measured by us when arranged from highest to lowest;

- (b) **90th Percentile** – if agreed by us in writing, we use the higher of your incoming and outgoing IPVPN traffic and charge a specified rate to your bandwidth usage in excess of your Committed Data Rate after excluding the top 10% of your monthly traffic utilisation measured by us when arranged from highest to lowest; or
- (c) **Average Rate** – if agreed by us in writing, we will charge a specified rate to the simple average of your bandwidth usage in excess of your Committed Data Rate of your monthly traffic utilisation measured by us.

## GIEG SERVICE

5.7 Our Expereo Global Internet Gateway (Expereo GIEG) Service provides set-up, configuration and maintenance of an encrypted public internet-based connection from a remote Site to your IPVPN Service and includes:

- (a) remote Site internet access provided over one of the following Local Access types: Digital Subscriber Line technology (ADSL, SDSL, HDSL, VDSL), Private Line, Cable, Satellite (2-way), Wireless or 3G Mobile networks, with speeds ranging from 64kbits/s up to 47Mbit/s, depending on location;
- (b) a router on your Site connected to our internet gateway and your LAN; and
- (c) an IPSec tunnel between the router on your Site and our internet gateway.

## Attachment 2 - Internet Service

### 1 SERVICE DESCRIPTION

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- 1.1 Each Internet Service consists of:
- (a) a Global Internet Direct (**GID**) service;
  - (b) a Telstra Internet Direct (**TID**) service; and/or
  - (c) a Global Internet Extension (**GIE**) service,
- as set out in your Service Order Form.
- 1.2 Our GID and TID Services provide connectivity between a Port at our PoP and the Internet and consist of the following:
- (a) Our GID Services consist of:
    - (i) GID Standard Service which transmits your Internet traffic via at least two dedicated cable paths;
    - (ii) GID Economy Service which transmits your Internet traffic using non-restored capacity;
    - (iii) GID PBS Service which provides Internet access to your Sites in China comprising:
      - A. GID PBS (Economy) Service;
      - B. GID PBS (Professional) Service which you may only acquire when you co-locate in one of our data centres in China; and
      - C. GID PBS (Standard) Service; and
    - (iv) optional services for GID Services as set out in Annexure 1 to this Attachment 2.
  - (b) Our TID Service consists of:
    - (i) the TID Premium Package Service which provides a committed information rate internet service via our PoPs around Australia and includes an Australian Connecting Carriage Service; and
    - (ii) the TID Lite Package Service which provides a peak information rate internet service via our PoPs around Australia and includes an Australia Connecting Carriage Service.
- 1.3 Our GIE Service is an off-net Internet solution provided in conjunction with our Service Providers and consists of:
- (a) GIE Standard and Economy Services which expands Internet access coverage via local internet providers and supporting technologies including xDSL, FTTx, and DIA.
  - (b) Expereo GIE Service which expands Internet access coverage and allows you to additionally acquire:
    - (i) Expereo GIE Router Service which includes a GIE Standard Service and a router which will provide connectivity between the Internet and your Local Area Network (LAN) (Acquiring our Global IPVPN service is a pre-requisite to acquiring this Service); and/or

- (ii) Expereo GIE Gateway Service which is an encrypted public Internet based connection from your Site to our Global IPVPN service (Acquiring our Global IPVPN service is a prerequisite to acquiring this Service); and

1.4 the GIE Wireless Service is 5G/4G/LTE based internet access service, as described in Annexure 2 (**GIE Wireless Service**). In this Attachment 2:

- (a) the “**Australian Services**” are the TID Service specified in clause 1.1(b) of this Attachment 2 and its associated optional services provided within Australia as specified in your Service Order Form;
- (b) the “**Global Services**” are:
  - (i) the GID Service specified in clause 1.1(a) of this Attachment 2 and its associated optional services provided outside Australia as specified in your Service Order Form; and
  - (ii) the GIE Services specified in clause 1.1(c) of this Attachment 2 provided outside Australia as specified in your Service Order Form.

## 2 COUNTRY SPECIFIC TERMS

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### CHINA

- 2.1 For your GID Standard Services, you may specify in your Service Order Form the percentage of traffic flow that you expect to be transmitted to/from China (**Nominated China Direct Traffic Flow**).
- 2.2 If you do not specify a Nominated China Direct Traffic Flow, the default percentage of up to 5% will apply.
- 2.3 We will review on a quarterly basis (**Quarterly Review**) the actual percentage of traffic flow for your GID Standard Service that is transmitted to/from China (**Actual China Traffic Flow**).
- 2.4 If, following a Quarterly Review, we determine that your Actual China Traffic Flow materially exceeds your Nominated China Traffic Flow, we may:
- (a) review the charges that apply to your GID Standard Service; and
  - (b) adjust the Nominated China Traffic Flow appropriately.
- 2.5 If we adjust your Nominated China Traffic Flow in accordance with clause 2.4(b), the adjusted figure will become the Nominated China Traffic Flow for each subsequent Quarterly Review until that figure is further adjusted.
- 2.6 We will agree on any changes to the charges that apply to your GID Standard Service before they take effect.

### INDIA

- 2.7 You agree that you will record and store system logs relating to Network Address Translation (**NAT**) at all times, effective from the Service Start Date, as required by the Indian Department of Telecommunications (**DOT**).
- 2.8 This requirement applies to any NAT mechanism deployed by you for accessing the Internet.
- 2.9 You agree that you will:
- (a) maintain, update and store these logs in the format appended at clause 2.10 below;
  - (b) for each such log, store it for a period of at least one year; and
  - (c) produce the logs to Telstra, where such a request has been made by the DOT to Telstra, verbally or in writing.

2.10 The following parameters are required to be stored in SYS LOG of Network Address Translation (NAT) for Internet Access:

Sr. No.	Parameters
1	Start Date (mm:dd:yyyy) & Time (hh:mm:ss)
2	End Date (mm:dd:yyyy) & Time (hh:mm:ss)
3	Source IP Address
4	Source Port
5	Translated IP Address
6	Translated Port
7	Destination IP Address
8	Destination Port

- The term “SYSLOG” refers to Logs for NAT
- The aforesaid parameters shall also be applicable for NAT mechanism for dual stack in an IPv6 network.

2.11 By signing the Service Order Form for the Services, you confirm that you comply with the requirements of clauses 2.7 – 2.10 of this Attachment 2.

## INDONESIA

2.12 In order to comply with local regulatory requirements, you must acquire our DNSR Service for Services supplied in Indonesia.

## 3 WARRANTIES AND LIABILITY

3.1 To the extent permitted by law, unless expressly provided otherwise in this Agreement, Equipment is provided or otherwise made available to you ‘as is’ and, we do not provide any warranties or guarantees in relation to that Equipment, including in relation to the security of that Equipment or any data transmitted using the Equipment.

3.2 To the extent permitted by law, we are not responsible or liable for the security of any Equipment or any data transmitted using that Equipment.

## 4 DEFINITIONS

4.1 In this Attachment 2 to this Service Schedule:

**GIE Service** has the meaning given to it in clause 1.4(b) of [Attachment 23](#) to this Service Schedule.

**Global Services** has the meaning given to it in clause 1.3 of Attachment 2 to this Service Schedule.

## Annexure 1 to Attachment 2 - Optional Service Features for Internet Services

### 1 OPTIONAL SERVICE FEATURES FOR GLOBAL SERVICES

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- 1.1 You may request us to supply the following optional Services with your Global Services (other than GID PBS Services):
- (a) Blackhole Routing Service (not applicable to GID PBS Services);
  - (b) Domain Name Service Resolver Service (**DNSR Service**); and
  - (c) Burstable Bandwidth (not applicable to GID PBS Services).
- (Optional Service Features).
- 1.2 To access the Optional Service Features, you may need to separately acquire additional services. The terms relating to the supply of those additional services are set out in separate Service Schedules and Service Order Forms.

### 2 BLACKHOLE ROUTING SERVICE (NOT APPLICABLE TO GIE OR GID PBS SERVICES)

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- 2.1 If you select this Service, we will try (but do not promise) to configure our Network in a way that Internet traffic is dropped within our Network and not delivered to your designated routing prefixes.

### 3 DNSR SERVICE

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- 3.1 If you select this Service, subject to our feasibility assessment, we will try (but do not promise) to resolve and respond to your requests for mapping of Internet domain names to Internet IP addresses and Internet IP addresses to Internet domain names.

### 4 BURSTABLE BANDWIDTH (NOT APPLICABLE TO GIE OR GID PBS AND AUSTRALIAN SERVICES)

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#### INTRODUCTION

- 4.1 Our Burstable Bandwidth Service allows GID Standard and GID Economy Services to use additional Internet bandwidth above your Committed Data Rate up to a maximum amount of Internet bandwidth (**Maximum Data Rate**) as specified by you in your Service Order Form.
- 4.2 If you do not specify a Maximum Data Rate, the default ratio of 2:1 (Maximum Data Rate: Committed Data Rate) will apply.
- 4.3 You may only request a variation to each of your Committed Data Rate and Maximum Data Rate once each month. The variation will take effect in the following calendar month.
- 4.4 We do not promise to deliver your Internet traffic in excess of your Committed Data Rate. We will not deliver your Internet traffic in excess of your Maximum Data Rate.

#### HOW WE MEASURE AND CHARGE YOUR BANDWIDTH

- 4.5 Your standard MRC will apply to your bandwidth usage up to your Committed Data Rate. Additional variable charges will apply to your bandwidth usage in excess of your Committed Data Rate up to your Maximum Data Rate.
- 4.6 We will measure your monthly bandwidth usage in five minute intervals on all your incoming and outgoing Internet traffic through each Port for the purpose of calculating your chargeable bandwidth in accordance

with clause 4.6 of this Annexure 1 to Attachment 2.

- 4.7 We will use the higher of your incoming and outgoing internet traffic and charge a specified rate of your bandwidth usage in excess of your Committed Data Rate after excluding the top 5% of your monthly traffic utilisation when arranged from highest to lowest.
- 4.8 We will measure and charge your monthly bandwidth usage on Port by Port basis.



## Annexure 2 to Attachment 2 – GIE Wireless Service

### 1 APPLICATION

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1.1 The terms in this Annexure 2 apply to the GIE Wireless Service.

### 2 GIE WIRELESS SERVICE DESCRIPTION

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2.1 The GIE Wireless Service is comprised of the following, as set out in detail in your Service Order Form:

- (a) **Wireless Internet Access (WIA) service:** a managed wireless internet access service that includes following components, as set out in detail in your Service Order Form:
  - (i) router equipment including one or more SIM cards;
  - (ii) 4G data connectivity (provided by one or more local Mobile Network Operators (**MNOs**) in the location where your GIE Wireless Service is provided) (**Connectivity**);
  - (iii) installation services; and
  - (iv) support services; and/or
  - (v) connection to the internet via public internet gateways (public APN);
  - (vi) IP addresses assigned privately and dynamically and may include Network Address Translation (**NAT**);
  - (vii) an Ethernet handoff; and
- (b) **Additional Service Options:** optional services that you can request and that we may agree to provide in our sole discretion, as set out in detail in your Service Order Form, including:
  - (i) **Local Static IP:** Local Public Static ('Fixed') IP addressing including 1 usable IPv4 address (/30);
  - (ii) **Regional Static IP:** Regional Public Static ('Fixed') IP addressing including 1 usable IPv4 address (/30) or 5 usable IPv4 addresses (/29); and
  - (iii) **Equipment upgrade:** Equipment (and licences) with upgraded functionality.

Additional Service Options are only available in connection with an underlying WIA service.

### 3 ELIGIBILITY

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3.1 The GIE Wireless Service is only available in approved locations.

### 4 SERVICE TERM

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4.1 Unless otherwise agreed in a Service Order Form, the Initial Period of your GIE Wireless Service is the period commencing on the Service Start Date and ending on the date that is 12 months from the first day of the month after your GIE Wireless Service is activated.

### 5 THIRD PARTY SUPPLIERS

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5.1 We may use third parties to deliver some or all of the GIE Wireless Service (**Third Party Suppliers**).

5.2 Additionally, some aspects of your GIE Wireless Service may be the responsibility of a third party or

conditional upon action by a third party. To the extent that a Service Order Form defines an action as a third party responsibility we are not responsible for any delay or inaction by the third party.

- 5.3 For the avoidance of doubt, Third Party Suppliers do not include Telstra’s dealers or related entities.
- 5.4 You appoint us as your agent to act on your behalf in relation to any Third Party Supplier to the extent specified in a Service Order Form.
- 5.5 You authorise us to provide your contact details and all other necessary information (including confidential information) to any Third Party Suppliers, and to instruct Third Party Suppliers on your behalf, to the extent necessary for us to provide the GIE Wireless Service to you. Upon request, you must provide all assistance we reasonably require to provide the GIE Wireless Service, including by providing authorisations to third parties.

## 6 CONNECTIVITY

- 6.1 Your GIE Wireless Service includes one of the following connectivity plans (as set out in a Service Order Form):

Plan description	Inclusions	Restrictions on data usage
<b>Primary (Unlimited) Plan:</b> designed for circumstances in which your GIE Wireless Service is used as your primary internet connection at the relevant Site.	Unlimited data allowance at the Maximum Speed per month	N/A
<b>Backup Plan:</b> designed for circumstances in which your GIE Wireless Service is used as a backup internet connection in the event of a failure or outage of your primary internet connection at the relevant Site.	Monthly data allowance is either 20GB or 50GB dependent on the service location.	Throttled to 1Mbps download and upload speed for the remainder of the month, if the data allowance is exhausted during the calendar month.

- 6.2 Subject to clause 11.5 of this Annexure 2, your connectivity plan is subject to a maximum upload and download speed (**Maximum Speed**) as set out in your Service Order Form. These are the maximum speeds available to you and while actual performance may be lower than this, the minimum upload and download speeds available to you will be at least 50% of the Maximum Speed (**Baseline Speed**).
- 6.3 After installation of your GIE Wireless Service, you may request that we vary your connectivity plan or the Maximum Speed of your connectivity plan, and we may (but are not obliged to) agree that request (in our sole discretion). If we agree to that request, the charges for your GIE Wireless Service may be subject to change. Any change to your connectivity plan and the charges for that plan will come into effect on the first day of the month after we agree to that change.

## 7 INSTALLATION

- 7.1 Subject to clause 7.2 of this Annexure 2, we (or our Third Party Supplier) will install and activate your GIE Wireless Service at the relevant Site.
- 7.2 If we agree in a Service Order Form, and subject to any conditions set out in a Service Order Form, you may self-activate (but not self-install) your GIE Wireless Service.
- 7.3 Unless otherwise agreed in a Service Order Form, your GIE Wireless Service will be installed and activated during our standard business hours on Business Days in the location where your GIE Wireless Service is provided. Installation or activation outside these hours may attract charges (as set out in a

Service Order Form).

7.4 We will provide you advanced notice of:

- (a) the date and time that we will install your GIE Wireless Service at the relevant Site (as applicable); and
- (b) any preparatory work you must complete and any facilities and material you must provide to us in order for us to install your GIE Wireless Service (as applicable).

7.5 You must complete any preparatory work and provide and facilities and materials set out in a notice we provide to you under clause 7.4 of this Annexure 2 to Attachment 2.

## **8 EQUIPMENT**

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8.1 During the Service Term of your GIE Wireless Service:

- (a) you may access and use the Equipment for the sole purpose of receiving and using your GIE Wireless Service in accordance with this Agreement;
- (b) we or our Third Party Supplier (as applicable) retain ownership of the Equipment at all times during the Service Term of your GIE Wireless Service;
- (c) you must:
  - (i) provide appropriate space and uninterrupted power for that Equipment;
  - (ii) take due care for and avoid damaging the Equipment (including from exposure to water, dust and power surges) and keep it in Good Working Order;
  - (iii) not remove any SIM card installed in the Equipment or otherwise interfere with or modify the Equipment;
  - (iv) not move or relocate the Equipment outside the Site.

8.2 If the Equipment is lost, stolen or suffers any damage (other than fair wear and tear) while it is at the Site(s), we may charge you, and you must pay us, the cost of replacing or repairing that Equipment as at the time it was lost, stolen or damaged.

8.3 On termination or expiry of the Service Term for each GIE Wireless Service, we will provide instructions on what you must do with the Equipment and you must comply with those instructions. This may include making the Equipment available for our courier to collect (at no additional charge to you).

8.4 If we determine that there is a fault, error or defect in the Equipment that is caused by a substantial non-compliance of the Equipment with the specifications set out in this Agreement for that Equipment, we will repair or replace that Equipment (at our election).

## **9 INTELLECTUAL PROPERTY**

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9.1 As between the parties, we or our licensors (as applicable) own all Intellectual Property Rights in and to the GIE Wireless Service (including any Intellectual Property Rights in the Equipment, software, documentation or other materials we provide to you in connection with the GIE Wireless Service under this Agreement). Nothing in this Agreement or otherwise transfers or assigns any Intellectual Property Rights to you. You may use the Intellectual Property Rights in the GIE Wireless Service for the purposes of receiving and using the GIE Wireless Service as expressly permitted by this Agreement.

## 10 SERVICE LEVELS

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10.1 We will aim to meet the Service Availability targets set out in the table below on a monthly basis for the GIE Wireless Service

TIER 1	TIER 2	TIER 3
99%	98%	95%

We aim to, but do not promise to, meet the targets above and you are not entitled to any credit if availability does not meet these targets.

Please refer table 8 of Attachment 5 for country mapping to tiers.

## 11 ACCEPTABLE USE

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11.1 You must:

- (a) comply with our Acceptable Use Policy;
- (b) only use the GIE Wireless Services for your internal business purposes;
- (c) not disclose any password or allow any unauthorised person to access or use the GIE Wireless Service;
- (d) not use the GIE Wireless Service to transmit, distribute or store material:
  - (i) that is harassing, fraudulent, abusive or hateful; or
  - (ii) that contains fraudulent offers for goods or services or any promotional material that contain false, deceptive or misleading statements, claims or representations;
- (e) not use the GIE Wireless Service to:
  - (i) send bulk, unsolicited email or other electronic messages (spam);
  - (ii) download, copy or pirate software and electronic files that are copyrighted without authorisation;
  - (iii) engage in 'torrenting' or other means of unauthorised distribution; or
  - (iv) unlawfully access computers or networks, including attempting to probe, scan or test for vulnerabilities, attempt to interfere with or disable services via overloading (DDOS, BotNets etc.), conduct unauthorised system penetrations, or take any action to which you are not entitled;
- (f) attempt to use the GIE Wireless Service in such a manner as to avoid charges for or otherwise be required to pay for usage.

11.2 If you breach your obligations under clause 11.2 of this Annexure 2, we may terminate or suspend your access to or use of the GIE Wireless Service on notice to you.

11.3 Where your GIE Wireless Service is terminated or suspended under clause 11.2 of this Annexure 2, you will remain responsible and liable for any charges in respect of the GIE Wireless Service during any period of suspension.

11.4 We (and our Third-Party Suppliers) do not monitor content or exercise any control over material that you

transmit, distribute or store on or via the GIE Wireless Service but reserve the right to do so if permitted or required by law.

- 11.5 The performance of the GIE Wireless Service may vary based on location or time of day. Activities of some end users can impact the services and bandwidth available to other users. In order to preserve the quality of the GIE Wireless Service, the amount of bandwidth available to you may be restricted by us, MNOs or our Third Party Suppliers if you use applications that consume large amounts of bandwidth (including if you use the GIE Wireless Service to download unusually large files or use peer-to-peer file sharing software).

## 12 WARRANTIES

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- 12.1 To the extent permitted by law, unless expressly provided otherwise in this Agreement, the GIE Wireless Service is provided or otherwise made available to you 'as is' and, we do not provide any warranties or guarantees in relation to the GIE Wireless Service, including in relation to the security of the Equipment or any data transmitted using the Equipment, non-infringement, uninterrupted performance, or service continuity.

## 13 DEFINITIONS

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- 13.1 In this Annexure 2:

**Acceptable Use Policy** means our Acceptable Usage Policy as amended by us from time to time, which is available at [www.telstra.com/acceptable-use-policy](http://www.telstra.com/acceptable-use-policy).

**Good Working Order** means the condition of the Equipment as at the time the Equipment is installed at the Site(s) (subject to fair wear and tear over the Service Term) as reasonably determined by us.

**Baseline Speed** has the meaning given to it in clause 6.2 of this Annexure 2 to Attachment 2.

**Maximum Speed** has the meaning given to it in clause 6.2 of this Annexure 2 to Attachment 2.

**Third Party Supplier** has the meaning given to it in clause 5.1 of this Annexure 2 to Attachment 2.

**WIA** has the meaning given to it in clause 2.1(a) of this Annexure 2 to Attachment 2.

## Annexure 3 to Attachment 2 - IP Policy

### 1 INTRODUCTION

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- 1.1 This Annexure 3 – IP Policy (**IP Policy**) applies to all GID Services other than GID PBS Services.
- 1.2 This IP Policy sets out our policies in relation to IP addresses and routing protocols that apply if we supply Internet Services to you
- 1.3 This IP Policy may be amended by us from time to time on 30 days' notice to you, which we may give by email. Terms used in this IP Policy have the meaning given to them in clause 10 of this Service Schedule and in Attachment 2 to this Service Schedule.

### 2 IP ADDRESSES POLICY

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- 2.1 The terms and conditions in clause 2.2 to 2.8 of this IP Policy apply where we provide IP addresses to you.
- 2.2 If we agree to provide IP addresses to you, we grant to you an exclusive, non-transferable revocable licence to use each IP Address (**Licensed IP Addresses**) in your equipment for the sole purpose of enabling your equipment to access our PoP and the internet for the Service Term. We reserve the right to charge you for Licensed IP Addresses. Any charges for Licensed IP Addresses will be set out in an Order.
- 2.3 You may only use the Licensed IP Addresses granted by us for the intended purpose stated by you at the time we agree to supply the Licensed IP Addresses to you, or in the case of the addresses specified below for the purpose specified below:
  - (a) the Port IP address – as the gateway IP address for that Internet Port; and
  - (b) the Equipment address – as the IP address for your Equipment.
- 2.4 The Licensed IP Addresses must not be used in any way that compromises the security and stability of our network or breaches any applicable laws.
- 2.5 We may suspend or terminate the licences to use the Licensed IP Addresses where you use such Licensed IP Addresses for any purpose other than those set out in clause 2.2 and 2.3 above or if your use of the Licensed IP Addresses breaches clause 2.4 of this IP Policy.
- 2.6 We have no control over any content transmitted to the Licensed IP Address by third party content providers or geolocation providers and how such providers recognise or identify the Licensed IP Address and are not responsible for ensuring the accuracy or correction of such content. We will use reasonable endeavours to ensure that the Licensed IP Address is registered with the appropriate regional internet registry but reserve the right to refuse to reassign you a new Licensed IP Address on the basis that the content transmitted to the Licensed IP Address is inaccurate or incorrect.
- 2.7 Your licence to use the Licensed IP Addresses terminates immediately upon the earlier of:
  - (a) termination or expiration of the Agreement (being the agreement under which we supply the Internet Service to you);
  - (b) cancellation of the relevant Internet Service; or
  - (c) us ceasing to provide the relevant Internet Service to you.
- 2.8 We may change a Licensed IP Address:

- (a) on fifteen (15) days written notice to you; or
- (b) immediately, if the change is needed because of software issues or a service difficulty requiring urgent changes in order to protect the functionality of the network services.

If the change made pursuant to clause 2.8 would cause more than minor detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 2.8.

## YOUR SUPPLIED IP ADDRESSES

- 2.9 The terms and conditions in clauses 2.10 to 2.11 of this IP Policy apply where you supply your own IP addresses:
- (a) we may, as a condition of providing the Internet Service, require you to provide us with IP addresses from within a certain mutually agreed block (**Your Supplied IP Addresses**);
  - (b) you grant to us a non-exclusive, non-transferable, revocable licence to use Your Supplied IP Addresses for the purpose of providing the Internet Service; and
  - (c) our licence to use Your Supplied IP Addresses terminates immediately upon the earlier of:
    - (i) termination or expiration of the Agreement;
    - (ii) cancellation of the relevant Internet Service; or
    - (iii) us ceasing to provide the relevant Internet Service to you.
- 2.10 If you advertise IP addresses which are not provided by us, we may request written permission from the registered owner of Your Supplied IP Addresses to route those IP addresses on your behalf. If we do not receive such written permission when requested, we reserve the right to refuse to route Your Supplied IP Addresses through our, or our Service Provider's Network.
- 2.11 If you use Your Supplied IP Addresses for your Internet Service, you must use Your Supplied IP Addresses for all interfaces associated with the use of that Internet Service (including the Port IP Address and Your Equipment IP Address).
- 2.12 You must give us at least fifteen (15) days' prior written notice of any change in Your Supplied IP Addresses.

## 3 ROUTING PROTOCOLS POLICY

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- 3.1 You must ensure that the required routing protocols are implemented and operated between your Equipment and our Network. We may change our routing protocols, on thirty (30) days' written notice to you. If the change made pursuant to this clause 3.1 would cause more than minor detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 3.1.

## Attachment 3 – Global Managed Network Service

This Attachment applies to the GMNS Service component of your Managed Network Service.

### 1 GLOBAL MANAGED NETWORK SERVICE

- 1.1 The Global Managed Network Service (**GMNS**) manages your Network (including your Equipment) 24 hours per day, excluding any of your equipment which is managed by you or a third party, according to the service tier that you select in the table below:

**Table 1: GMNS Service Tiers**

Service Features	Premium
Commissioning	✓✓
Network Management (as described in the Service Guide)	
24x7 Global Help Desk	✓
Proactive Service Assurance	✓
IT Service Management	✓
Web-based 24x7 Online Reporting Services	✓
Written Analysis Reporting*	○
Application Reporting*	○
In-scope Changes	✓
Out of Scope Changes	**

Notes:

- ✓ Standard service feature with charges included in the MRC (or if no MRC applies, the fixed non-recurring charge) for your GMNS Service.
- ✓✓ Standard service feature but additional charges apply.
- Optional service feature and additional charges apply.
- \* Refer to Annexure 1 for the availability for optional Services
- \*\* Additional charges apply depending on the nature of the Out of Scope Change.

### 2 CONFIGURATION COMPLIANCE SCAN AND AUDIT SERVICE

- 2.1 As part of managing your GMNS, we will:

- (a) routinely perform a remote scan and audit (Audit) of:
  - (i) your Network and Equipment agreed to be managed by us; and
  - (ii) your or third party's equipment not managed by us but approved by us for use on the Network managed by us, dependent on our accessibility to such equipment and the capability of the equipment to present the required information to us.
- (b) review the results of the Audit, and -
  - (i) identify any risks or threats that arise as a result of the Audit against an agreed set of pre-determined policies by us and you (Policies);
  - (ii) use our commercially reasonable efforts to update any Equipment configurations or software found to be compromised to comply with the Policies; and



- (iii) subject to clause 2.1(a)(ii), notify you as soon as reasonably possible if your or third party's equipment approved for use on the Network is found to be compromised and requires a configurations or software update to comply with the Policies.

2.2 You acknowledge that you are responsible for your and third party's equipment approved for use on the Network under clause 2.12.1(a)(ii) and that our provision of GMNS services is subject to your and third party's equipment being supported by you or third party, and complying with the Policies at all times.

## CUSTOMER NETWORK

2.3 Where you choose to use your own third party provided Network (**Customer Network**) but you have engaged us to provide the GMNS and/or GCPE Service in respect of that Network:

- (a) we will provide the following:
  - (i) generate alerts through the cloud portals (being the Cisco Meraki Cloud Dashboard or VeloCloud VCO (where applicable));
  - (ii) provide you with the Global Help Desk and create associated tickets on your behalf; and
  - (iii) log such tickets mentioned in clause 2.3(a)(ii) above with your third party service providers who provide the Customer Network (**Customer Service Providers**); and
- (b) you agree that where we create and log such tickets mentioned in clause 2.3(a) with the Customer Service Providers, we are not required to resolve any of the issues set out in such tickets. Any resolutions of the issues in such tickets is the responsibility of the Customer Service Providers.

## 3 INITIAL PERIOD

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3.1 The Initial Period for each GMNS Service is 12 months or such longer period as set out in your Service Order Form.

## Annexure 1 to Attachment 3: Optional GMNS Service Features

### 1 OPTIONAL SERVICE FEATURES

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- 1.1 You may request us to provide the following optional Services as part of your GMNS Service:
- (a) Managed Switch;
  - (b) Managed WiFi;
  - (c) Managed SD-WAN; and
  - (d) Managed Cisco Smart Account and Cisco Smart License as set out in Annexure 2 of this Attachment 3.
  - (e) Co-managed Service Capability (SDWAN only)

### 2 MANAGED SWITCH

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- 2.1 Our Managed Switch Service comprises the supply, installation, commissioning, testing and management of accredited local area network Equipment on your Site.

### 3 MANAGED WIFI

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- 3.1 Our Managed WiFi Service comprises the supply, installation, commissioning, testing and management of accredited wireless local area network Equipment on your Site.

### 4 MANAGED SD-WAN

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- 4.1 Our Managed SD-WAN Service comprises the supply, installation, commissioning, testing and management of accredited Managed SD-WAN Equipment on your Site.
- 4.2 You must not connect any radio communications devices or third party wireless services to your Managed SDWAN Equipment.

### 5 MANAGED VMWARE NSX SD-WAN (MANAGED VELOCLOUD) SERVICE (CHINA ONLY)

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- 5.1 Our Managed VMWare NSX SD-WAN (**Managed Velocloud**) Service is only available in China.
- 5.2 The Managed Velocloud Service mainly comprises the installation of software and access device deployment to optimize your existing network access to cloud services, private data centers and corporate branches (**Existing Connectivity Service**).
- 5.3 If your Existing Connectivity Service is provided by Telstra or PBS, it will be subject to the terms and restrictions of Telstra's or PBS' licence as applicable.
- 5.4 You warrant that any Existing Connectivity Service provided by third party is legitimate, compliant with all applicable laws and legislations, free from any defects and will not cause any undue delay or disruption to the Managed Velocloud Service.
- 5.5 Our Managed Velocloud Service does not include Node Servers.
- 5.6 No service levels apply to the Managed Velocloud Service.

### 6 REPORTING AND VALUE ADDED SERVICES

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- 6.1 The table below sets out the availability of reporting and value added services for optional Services:

	Managed Switch	Managed WiFi (Aironet)	Managed WiFi (Meraki)	Managed Router	Managed SD-WAN		
					Meraki	Viptela	VeloCloud
GMNS Service Features							
Application Reporting	Optional	Not Available	Not Available	Optional	Not Applicable	Not Applicable	Not Applicable
Written Analysis Reporting	Optional	Optional	Optional	Optional	Optional	Optional	Optional

## 7 CO-MANAGEMENT SERVICE CAPABILITY

- 7.1 Our Co-Managed Service Capability provides you and your Authorised Users with limited write access to manage your network via your Eligible Devices. You can only make changes to your network in the Device Portal once you or your Authorised Users have been assigned the enterprise administration role (“**Enterprise Admin Access**”).
- 7.2 The access rights which are made available as part of your Co-Managed Service Capability are set out in your Service Guide. We may modify, enhance or update the available access rights from time to time, provided that we give you reasonable notice of any modifications, enhancements or updates that would have the effect of materially prejudicing or materially reducing your use of, or the functionality of your Co-Managed Service Capability.
- 7.3 There are no additional charges for the Co-Managed Service Capability.

### ELIGIBILITY

- 7.4 Co-managed Service Capability is only available on a Managed SD-WAN Service.

### YOUR RESPONSIBILITIES

- 7.5 You must promptly provide us a list of your Authorised Users who will be assigned Enterprise Admin Access, and you must tell us in writing as soon as practicable when any of your listed Authorised Users change.
- 7.6 You must provide the individual email address of your Authorised Users, not group emails (e.g. we will not accept [itsupport@customer.com](mailto:itsupport@customer.com)). Enterprise Admin Access will only be assigned to Authorised Users from your organisation and won't be made available to any of your third-party providers.
- 7.7 You are responsible for and accept any liability arising from any changes to your Managed SD-WAN Service and your network as part of your Co-Management Service Capability, regardless of whether or not you authorised to make such changes.
- 7.8 You must ensure that your Authorised Users have sufficient knowledge and training of Meraki and VeloCloud technologies and the features provided by the Device Portal.

### SECURITY INFORMATION

- 7.9 You acknowledge that the Enterprise Admin Access may give you and your Authorised Users visibility of network device configurations and other information (“**Security Information**”), including information that is used to help protect the security and integrity of your network such as passwords.
- 7.10 You must ensure that the Security Information made available to you and Authorised Users is used only

for managing equipment forming part of your Managed SD-WAN Service. You must not use, or allow any other person to use, that information for any other purpose.

- 7.11 You are responsible for and accept any liability arising from any use, any disclosure and the protection of all Security Information accessed using your Enterprise Admin Access, regardless of whether or not you authorised the use or disclose such information.
- 7.12 You agree to not disclose passwords of the Enterprise Admin Access account beyond the Authorised User.

## OUR RESPONSIBILITIES

- 7.13 We will use reasonable endeavours to restore any faults that arise due to changes made by you or your Authorised User in accordance with the Response Time Target and Restoration Targets set out in this Service Schedule. We do not provide any credits or other remedies for any faults arising from any changes made by your Authorised Users or any person using your Enterprise Admin Access.
- 7.14 If you wish to make changes to your Managed SD-WAN Service, you can submit your request via the existing service change request process.

## DEFINITIONS

- 7.15 In this Attachment 1 to this Service Schedule:

**Authorised Users** means you and your employees, consultants, contractors authorised by Telstra, and agents who are authorized by you to access and use the Co-Management Service Capability under the rights granted to you pursuant to this Agreement.

**Device Portal** means the Meraki or VeloCloud portal accessible by you as part of your Managed SD-WAN Service.

**Eligible Devices** means the Meraki or VeloCloud devices which will be managed as part of your Co-Management Service Capability.

## Annexure 2 to Attachment 3: Optional Service

### 1 OPTIONAL SERVICE

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- 1.1 The following is an optional service. You may disregard this Annexure 2 if you did not purchase this optional service from us.

### 2 MANAGED CISCO SMART ACCOUNT AND CISCO SMART LICENSE

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- 2.1 Managed Cisco Smart Account and Cisco Smart License (collectively **Smart License**) is a Cisco software license management system that allows you or us on your behalf to easily track license status and software usage trends. This Annexure 2 describes how Smart License works and includes the terms that govern your use. Please make sure you are authorized by your organization before accepting these terms or using Smart License.
- 2.2 We will perform the following on your behalf unless otherwise stated:
- (a) Smart License enables you or us to activate and manage Cisco software licenses. It also allows Cisco or us to send and receive periodic messages about license usage and entitlement of Cisco devices and software (**Smart License Messages**). These Smart License Messages will be displayed in Smart Software Manager (as defined below), which is the web portal that shows your organization's license entitlement information.
  - (b) If you choose or asks us not to enable Smart License directly over the internet, you or us can select another method for collecting Smart License Messages, like smart software manager satellite (**Smart Software Manager**). This must be hosted in your network environment that meets minimum requirements specified by Cisco or us.
  - (c) If the Smart Software Manager or the satellite stops receiving periodic updates for more than 90 days, we assume the device is no longer functioning properly and those unused licenses will automatically return to your license pool. If after 90 days the device is back in use, it will reacquire the license immediately upon sending its periodic update.
  - (d) Smart call home is an automated support capability within Smart License that monitors Cisco devices on your network (**Smart Call Home**). It flags issues and initiates resolution before your business operations are affected. Smart Call Home is an optional capability that your organization can choose to enable that is included with Smart License enabled products.

### 3 INFORMATION COLLECTED BY US AND CISCO AND OTHER TERMS

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- 3.1 Smart License collects software license usage information with associated product identification numbers, serial numbers, unique virtual device identifier, equipment models, license or hardware versions, and host names (host names are sent to aid in troubleshooting unless you disable them or requests that we disable them).
- 3.2 If you enable Smart Call Home, Cisco and us also may collect – for support and troubleshooting purposes - additional software version information, IP addresses, system contacts, installed memory, installed flash, boot versions, chassis series, MAC addresses, slot IDs, card types and card families.
- 3.3 We will assist you to control user access to your Smart License information from your Smart License account; passwords must be kept confidential.
- 3.4 You can or you can request for us to give any user with a Cisco.com ID access your Smart License information (**Authorized User**). These Authorized Users can review and make changes to entitlements in your Smart Software Manager. You can or you can request for us to add or deny access to an Authorized User through the tool at any time. You agree that (a) an Authorized User is acting on behalf your organization; (b), your organization is responsible for your Authorized User's actions; and (c) your Authorized User(s) may access information collected by Cisco to facilitate license usage management.

- 3.5 An administrator, any Authorized Users and Cisco have access to your Smart License information.
- 3.6 You will not re-host, link, frame or permit any linking or other electronic connection to Smart License.
- 3.7 Smart License Messages can be used by Cisco and us to generate reports and Smart Software Manager displays regarding your network and equipment.
- 3.8 Cisco and us may use and store Smart License Messages for business purposes, including (a) informing you of any over-usage that puts you out of compliance with our End User License Agreement (if any); (b) determining if equipment was properly obtained; (c) assessing current market trends; and (d) identifying products, services and solutions that may be of interest to you.
- 3.9 Cisco will store the Smart License Messages and generate and make available to you Smart License entitlement information through the Smart Software Manager.
- 3.10 Cisco and us are global companies and, as such, may need to transfer your personal information both within the United States and outside of the United States in accordance with our Privacy Statement. By using Smart License, you consent to the transfer, processing, and storage of such information outside of your country of residence where data protection standards may be different.
- 3.11 You are responsible for obtaining appropriate permissions from each internal end user of Smart License. If we receive notice from your internal end users that consent was not properly obtained, we can terminate Smart License access.
- 3.12 If there are substantial and material changes to this Annexure 2, we will provide you with written notice.
- 3.13 If the use of this feature as set out in this Annexure 2 requires you to enter into an end user license agreement or any other agreement directly with Cisco, you shall comply with such requirement. We are not liable or responsible to you in respect of such agreement.

## Attachment 4 – Global CPE Service

This Attachment applies if we supply a Global Customer Premise Equipment (GCPE) Service to you as part of your Managed Network Service.

### 1 SERVICE DESCRIPTION

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- 1.1 The Global Customer Premises Equipment Solutions service includes:
- (a) Equipment, which you may purchase or rent from us;
  - (b) delivery, installation, basic configuration;
  - (c) if selected by you, hardware maintenance services for the Equipment that we supply to you; and
  - (d) Virtual Network Function software license (**VNF License**),
- (together the “**Service**”).
- 1.2 If you purchase the Equipment from us, Attachment 1 to this Service Schedule applies. If you rent the Equipment from us, Attachment 2 to this Service Schedule applies. If you purchase VNF License and support from us, Attachment 3 to this Service Schedule applies.

### 2 DELIVERY AND INSTALLATION

---

- 2.1 We will:
- (a) deliver and install the Equipment at a time and location we have agreed in advance with you (**Installation Date**); and
  - (b) test the Equipment against ready-for-use criteria agreed with you.
- 2.2 We are not responsible for:
- (a) any customisation or installation of Software other than the Operating System Software; or
  - (b) resolving problems with the Service which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

### YOUR RESPONSIBILITIES

- 2.3 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.
- 2.4 You are responsible for the preparation of your Sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.
- 2.5 You must satisfy the additional requirements that may be applicable to the Service, as notified by us from time to time. If such additional requirements are needed, we will give you reasonable notice in writing of when they are set to become applicable. If the additional requirements are detrimental to you would cause more than minor detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 2.5.

## INSTALLATION DATE

- 2.6 If we are unable to install the Equipment on the Installation Date for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
  - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by the relevant third party supplier to reschedule the Installation Date.
- 2.7 If we are unable to install the Equipment on the Installation Date as a result of our own acts or omissions, you may claim a credit equal to 5% of the non-recurring charge payable for the installation of the Equipment (**Relevant Rebate Charge**) for each Business Day of delay past the Installation Date up to a maximum of 30% of the Relevant Rebate Charge.

## 3 HARDWARE MAINTENANCE SERVICES

- 3.1 If set out in your Service Order Form, we will provide hardware maintenance services in respect of your Equipment. For the avoidance of doubt, it is clarified that we do not provide hardware maintenance for any issues which are considered either a level 1 or a level 2 and You may procure the necessary support from the original equipment manufacturer.
- 3.2 We will aim to meet the following target Response Times depending on what Hardware Maintenance Grade you acquire, subject to any Exclusion Events.

Hardware Maintenance Grade*	Hardware Maintenance Grade Description
24x7x4	Onsite maintenance support 24 hours per day, 7 days per week. 4 hour target Response Time.
8x5x4	Onsite maintenance support 8 hours per Business Day. 4 hour target Response Time.
8x5xNext Business Day	Onsite maintenance support 8 hours per Business Day Next Business Day target Response Time.

\* Some Hardware Maintenance Grades may not be available for all of your Sites.

- 3.3 If you do not acquire hardware maintenance services from us or we determine that the Fault is outside of our hardware maintenance responsibilities, we may charge you an additional fee if we attend a Site to fix a Fault.
- 3.4 Upon the expiry of the Initial Period for the hardware maintenance services, the Service Term for the hardware maintenance services will automatically renew for a period equal to the Initial Period on existing terms. We will provide you with reasonable advance notice that your Service is about to be renewed. After your Service has renewed, you can terminate your Service at any time in which case we will not charge you the Early Termination Charges, but we may charge you an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice, you may terminate your Service at any time after your Service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

## 4 MANAGED CISCO SMART ACCOUNT AND SMART LICENSE

- 4.1 **IF YOU PURCHASE THE SERVICE, YOU MAY ALSO PURCHASE THE MANAGED CISCO SMART ACCOUNT AND SMART LICENSE (COLLECTIVELY SMART LICENSE) FROM US. THE SMART LICENSE MUST BE PURCHASED TOGETHER WITH OUR GLOBAL MANAGED NETWORK**



**SERVICES (GMNS). THE TERMS AND CONDITIONS RELATED TO GMNS AND SMART LICENSE ARE SET OUT IN THE GMNS SERVICE SCHEDULE.**

#	Type of GCPE services	Type of CPE Deployment Scenarios (Existing Service Scheme)	Managed Cisco Smart Account (SA) & License (SL) (Additional Service Scheme)	Managed Cisco Smart Account License charge
1	<b>Pure CPE Resale</b>  <i>(Outright purchase only)</i>	CPE Box	Out of Scope	N/A
		CPE Box + Installation	Out of Scope	
		CPE Box + Installation + Hardware Maintenance OEM*	Out of Scope	
2	<b>Unmanaged CPE with Telstra Connectivity</b>  <i>(Rental or Outright purchase)</i>	Telstra Connectivity + (CPE Box, Installation and Hardware Maintenance)	Managed Cisco SA only	Managed Cisco SA Charge  <i>(One-Time Charge)</i>
3	<b>Managed CPE with Telstra Connectivity and Global Managed Network Services</b>  <i>(Rental or Outright purchase)</i>	Telstra Connectivity + (CPE Box, Installation and Hardware Maintenance) + GMNS Services	Managed Cisco SA & SL	Managed Cisco SA & SL  Global Managed Network Services (GMNS) <i>(No additional charge)</i>

## 5 RESTRICTIONS ON USE

5.1 You must not:

- (a) disassemble, decompile or otherwise reverse engineer the Equipment or Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Equipment or Software;
- (b) copy or modify the Equipment or Software;
- (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment; or
- (d) allow others to do any of the above.

5.2 You must:

- (a) install and use the latest Operating System Software Update if required by us to correct a reported Fault; and
- (b) promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or Fault detection or rectification by us.

### EXPORT REGULATIONS

5.3 You acknowledge that the Equipment (including the Operating System Software) and technology or direct products thereof, supplied by us under this Service Schedule are subject to export controls under the laws and regulations of the United States (U.S.).

- 5.4 You must comply and must ensure that users of the Equipment (and separately the Operating System Software) comply, to the extent required by law to do so, with the *U.S. Foreign Corrupt Practices Act* and all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Service Schedule (or any direct product thereof) in violation of any such laws, restrictions or regulations by you or the user to the extent you are subject to and required by law to comply with such laws, restrictions or regulations.
- 5.5 You indemnify us from and against any and all loss, damages, liability, claims, costs and expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with any breach of clause 5.4 above by you, except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of clause 5.4.

## 6 CHARGES

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- 6.1 You shall pay the charges payable for each Service by the due date(s) in accordance with an Upfront Payment Plan or Instalment Payment Plan as set out in the relevant Service Order Form.

### EARLY TERMINATION CHARGES

- 6.2 If, during the Installation Period or the Initial Period, a Service is cancelled or terminated for any reason other than for our material breach, including any termination by us as a result of your material breach, you must pay the Early Termination Charges set out in clause 6.3 below.
- 6.3 If the cancellation or termination occurs during:
- (a) the Installation Period, the Early Termination Charge is an amount equal to:
    - (i) the costs reasonably incurred by us up to the date of cancellation or termination; plus
    - (ii) any reasonable amounts payable by us to our Service Provider for termination of that Service before the end of the Initial Period; or
  - (b) the Initial Period, the Early Termination Charge is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the services to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount equal to the monthly charges that would otherwise have been payable by you for the remainder of the Initial Period.

### DEFAULT IN PAYMENT OF CHARGES

- 6.4 If you do not pay any undisputed amounts by the due date(s), we may claim the value of the total unpaid charges set out in the Service Order Form on demand, regardless of whether such amounts have fallen due.
- 6.5 If you do not pay any undisputed amounts by the due date(s) and do not remedy the breach within 30 days of receiving a notice to do so, then we may terminate the relevant Service. If a Service is terminated for this reason, upon us providing reasonable notice to you, you must at your cost enable us to collect the Equipment (related to the unpaid charges) from where it is located. You must cooperate with us and ensure that we have prompt access to any site for this collection. If we are unable to promptly recover the Equipment for any reason (e.g. no site access), you must promptly pay us the unpaid cost of that Equipment and our attempted reasonable recovery costs, as we notify to you.

## 7 DEFINITIONS

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- 7.1 In this Service Schedule, unless otherwise stated:

**Equipment** means the equipment you purchase or rent from us as listed in the relevant Service Order Form, which we will install, support and maintain in accordance with this Service Schedule.

**Fault** means a malfunction or error in the Equipment or the Operating System Software which results in the Equipment and/or the Operating System Software not operating in accordance with the manufacturers or suppliers specifications or standard operating procedures.

**Hardware Maintenance Grade** means those hardware maintenance grades described in clause 3.2.

**Installation Date** means the definition in clause 2.1 of this Service Schedule.

**Instalment Payment Plan** means a payment plan where the charges for each Service are payable in instalments by stipulated due dates over a stipulated period, as set out in the relevant Service Order Form.

**Installation Period** means the period between the date of acceptance of a Service Order Form by us and completion of the installation of the Equipment.

**Listed Jurisdiction** means, as at the effective date of this Service Schedule, Australia, Austria, Belgium, China, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, the Netherlands, New Zealand, the Philippines, Poland, Portugal, Singapore, Spain, Sweden, Taiwan, Thailand, the United Kingdom and the United States. We may add or remove a country from this list at any time by notifying you.

**Operating System Software** means the operating system software described in the manufacturer's service description for the Equipment as being the standard ex-factory installation required to operate the Equipment.

**Operating System Software Update** means an incremental release of Operating System Software that provides maintenance fixes and may provide additional Operating System Software features.

**Relevant Rebate Charge** means the definition in clause 2.7 of this Service Schedule.

**Response Time** means, in respect of the Equipment, the period commencing when a valid fault report is received by our service desk and ending when our technician is dispatched to attend the Site.

**Service** means the definition set out in the Service Order Form.

**Site** means the location at which a Service is provided to you as set out in a Service Order Form.

**Smart License** means the definition set out in clause 4.1.

**Software** means the computer programs relating to the operation of the Service and includes firmware and application software and the Operating System Software and any Operating Systems Software Updates.

**Upfront Payment Plan** means a payment plan where the full charges for each Service are payable upon delivery of the Equipment or a stipulated due date, as set out in the relevant Service Order Form.

## **Annexure 1 to Attachment 4 – Purchase of Equipment**

This Annexure 1 to Attachment 4 applies if you purchase Equipment from us.

### **1 TITLE AND RISK**

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- 1.1 For Equipment purchased with the Upfront Payment Plan for delivery to a location that is a Listed Jurisdiction, title to the Equipment passes to you once you have paid us in full for the Equipment.
- 1.2 For Equipment purchased with either the Upfront Payment Plan or the Instalment Payment Plan for delivery to a location that is not a Listed Jurisdiction, title to the Equipment passes to you on delivery.
- 1.3 Risk of loss or damage to the Equipment passes to you on delivery.

### **2 INSURANCE**

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- 2.1 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

### **3 RECOVERY OF EQUIPMENT**

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- 3.1 Without limiting our rights under the Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

## **Annexure 2 to Attachment 4 – Rental of Equipment**

This Annexure 2 to Attachment 4 applies if you rent Equipment from us.

### **1 TITLE AND RISK**

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- 1.1 Title to the Equipment remains with us and does not pass to you at any time.
- 1.2 Risk of loss or damage to the Equipment transfers to you on delivery.

### **2 INSURANCE**

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- 2.1 You must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

### **3 RECOVERY OF EQUIPMENT**

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- 3.1 Without limiting our rights under the Agreement or at law, if the Agreement or your Managed Network Service is cancelled or terminated for any reason, you must provide us with access to the Site(s) where the Equipment is located at our request so that we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us for any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

### **4 USE OF EQUIPMENT**

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- 4.1 You must:
  - (a) keep the Equipment in good working order, condition and repair;
  - (b) not sell, dispose of or encumber the Equipment in any way; and
  - (c) allow us (or our Personnel) to inspect the Equipment at any time on reasonable notice.

### **5 ALTERATIONS, MODIFICATIONS AND REPAIRS**

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- 5.1 You must not alter, modify or repair the Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Equipment and it impairs the condition of the Equipment or diminishes its use or value, we may charge you an additional repair fee.
- 5.2 If you replace any part of the Equipment with our consent, you must ensure that the replacement part is of equal or better quality than the removed part, and is compatible with the Equipment.
- 5.3 You may remove any part of the Equipment which you have added, provided that:
  - (a) the new part was in addition to, and did not replace, any original part of the Equipment; and
  - (b) you do not cause any damage to the Equipment or diminish its use or value by removing the part.
- 5.4 If you do not remove any part which you have added to the Equipment, that part will become part of the Equipment at the end of the Initial Period, and we may charge you an additional fee to remove the additional part.
- 5.5 You are responsible for all costs relating to any alteration, modification or repair which you make to the Equipment, including any loss or damage which you may suffer as a result of that alteration, modification or repair.

## **Annexure 3 to Attachment 4- Virtual network function software license and support**

### **1 VIRTUAL NETWORK FUNCTION (VNF)**

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- 1.1 Our managed VNF License service (**VNF Service**) comprises:
- (a) a licence for you to use any software for the VNF provided that you also purchase GMNS Service from us, the terms of which are set out in the GMNS Service Schedule; and
  - (b) installation and configuration of the VNF on your cloud infrastructure.
- 1.2 We will provide support for your managed or unmanaged VNF issues that you report to us in accordance with the terms of this Service Schedule or as directed by us. Support may be provided in any country in which we or our agents maintain facilities.

### **2 YOUR RESPONSIBILITIES**

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- 2.1 You must, at all times and at your own cost:
- (a) separately procure and maintain compatible and eligible virtual infrastructure and virtual machine on your cloud platform or cloud infrastructure to be connected to the GMNS Service;
  - (b) give us remote access to, configure and run software on your cloud infrastructure as requested by us from time to time to allow us to commission and manage the GMNS Service and to perform our obligations set out in this Service Schedule;
  - (c) be responsible for your cloud infrastructure, including configuring, backing up and restoring faults on your cloud infrastructure; and
  - (d) complying with any terms and conditions provided by us to you related to the VNF License Service (including, but not limited to, terms and conditions imposed by our vendors which are required to be complied by you)).
- 2.2 Our obligations under this Service Schedule (including our service assurance obligations) do not apply while there is a fault in your cloud infrastructure that affects the GMNS Service or while you fail to comply with your obligations in clause 2.2 above.

## Attachment 5 – Service Levels for the Managed Network Service

This Attachment sets out the service levels that apply to your Managed Network Service.

### 1 SITE SURVEY

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- 1.1 After acceptance of a Service Order Form, we will carry out a service delivery site survey (**Site Survey**) in respect of each Managed Network Service. If the Site Survey reveals that the Service is unavailable or additional costs (including costs arising from capital works, on-site cabling or wiring or building management charges) are required to deliver the Service, we may propose an amendment to the Service and the charges for the Service by notice to you. If you do not accept the amended Service or the amended charges, you may cancel the Service provided that you reimburse us any third party costs that we reasonably incur in relation to your termination of the impacted Service.

### 2 SITE PROVISIONING TIME

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- 2.1 After we carry out the Site Survey, we will provide you with a target service delivery completion date for your end-to-end Managed Network Service (**Ready for Service (RFS) Date**).
- 2.2 If we do not deliver any part of a Service which is part of your Managed Network Service to you by the RFS Date other than as a result of an Exclusion Event, you may claim a credit of 5% of the MRC in respect of the undelivered part(s) of the Service(s) for each Business Day past the RFS Date, up to a maximum credit of 100% of the first month's MRC for the delayed Managed Network Service.
- 2.3 If we do not deliver any part of a Service which is part of your Managed Network Service (excluding GID PBS Services) to you within 31 days of the RFS Date other than as a result of an Exclusion Event, you may cancel the undelivered part(s) of the Service(s) of your Managed Network Service by notifying us in writing within 15 days of the expiry of the 31-day period.
- 2.4 We will provide you with a period of 2 business days from the date that we notify you that the Managed Network Service is ready for testing (Test Period), to test the Service for any provisioning fault and accept the service.

### 3 SITE AVAILABILITY

---

- 3.1 Site Availability for single circuit with a single CPE is calculated according to the following formula:

$$\text{Site Availability} = \frac{X - (\text{Sum of all downtimes in the month}) \times 100\%}{X}$$

Where:

“X” is the number of minutes in a given month e.g. 30 x 24 x 60 = 43,200 for a 30 day month.

“Downtime” is the number of minutes that any given Site of your Managed Network Service is Unavailable.

- 3.2 Site is considered available when the Site has access to at least one viable link or device. Site is considered not available when there are multiple and/or simultaneous outages to links or devices and the Site does not have access to at least one viable link. Site Availability calculation will start when the Site is not available and targets only apply to each end-to-end Managed Network Service.
- 3.3 We will aim to meet the Site Availability targets set out in Table 1 below in respect of each end-to-end Managed Network Service, depending on the resilience design that you select under Table 1 below. The Site Availability targets set out in Table 1 below that apply in respect of IPVPN and GID Services also apply in respect of the Australian Services.

**Table 1: Site Availability Targets Hybrid WAN (IPVPN & Internet)**

Design Type	Service Type 1	Service Type 2	Telstra PoP Resiliency	Monthly Site Availability		
				Tier 1	Tier 2	Tier 3
1	GID / IPVPN	GID / IPVPN	Dual	100.0%	99.995%	N.A.
2	GID / GIE Standard / IPVPN	GID / GIE Standard / IPVPN	Single / Off Net	99.99%	99.97%	99.95%
3	GID / GIE Standard / IPVPN	GIE Wireless / GIE Economy	Single / Off Net	99.98%	99.95%	99.90%
4	GID / GIE Standard / IPVPN	None	Single / Off Net	99.90%	99.50%	99.00%
5	GIE Economy / GIE Wireless	GIE Economy / GIE Wireless	Offnet	99.50%	99.00%	98.00%
6	GIE Economy / GIE Wireless	None	Offnet	99.00%	98.00%	95.00%

3.4 If your Managed Network Service is Unavailable in a month, you may claim a credit as a percentage of the MRC for the impacted Managed Network Service, calculated in accordance with Table 2 below depending on the redundancy option you acquire from us pursuant Table 1 of clause 3.2 above.

**Table 2: Site Availability Credits**

Actual Availability	Design Type (Credit Applicable for respective scenarios on MRC)				
	1	2	3	4	5,6
<99.999%	2%				
< 99.99%	5%	2%	2%		
< 99.9%	10%	5%	5%	2%	2%
<99.0%	20%	15%	15%	5%	
<98.5%	25%	20%	20%	10%	5%
<95.0%	30%	25%	25%	15%	10%

For clarity, Services on Design type 2 in Tier 2 locations will be eligible for 2% credit if the actual availability reported is between <99.97% - >99.9%. Similarly, Services with Design type 3 in Tier 1 locations will be eligible for 2% credit if the actual availability reported is between <99.98% - >99.9%

3.5 If a Managed Network Service experiences either:

- (a) a single period of Unavailability in excess of 24 hours in any month; or
- (b) three or more periods of Unavailability of eight or more hours each in any six-month period,



(either being a “**Chronic Outage**”) you may cancel the impacted your Managed Network Service (or an individual Service component of your Managed Network Service) without the payment of any Early Termination Charges, by notifying us in writing within 15 days of the Chronic Outage.

## 4 MEAN-TME-TO-RESTORE

### MTTR TARGETS

- 4.1 The MTTR targets in clauses 4.1 to 4.3 of this Attachment 5 apply to the Managed Network Service.
- 4.2 We will aim to meet the following MTTR targets in respect of all the priority level faults experienced by the GMNS Service each month:

**Table 3: MTTR Targets**

Priority Level Faults	MTTR Target
<p><b>Priority 1</b> - Critical site down or network outage affecting more than one link or site with no backup. Incidents which render a system and/or critical functionality unusable. Requires immediate corrective action and technical escalation.</p> <p>E.g., A network outage affecting a Hub Site and widespread impact to multiple branch offices including site with total site isolation where primary and secondary services are down leading to huge revenue impact for our customer.</p>	100% restored (or work around) in 4 hours
<p><b>Priority 2</b> - An active service is hard down resulting in critical impact to the end user’s business operations.</p> <p>E.g., A link is down without backup and severe performance degradation making the service unusable.</p>	100% restored (or work around) in 4 hours
<p><b>Priority 3</b> - The operation of an active service is degraded, but the incident does not significantly impair the service.</p> <p>E.g., A link is down with backup or degraded performance. (This can be upgraded to Priority 2 if the performance has degraded making the service unusable with valid business impact)</p>	100% restored (or work around) in 8 hours
<p><b>Priority 4</b> - Retrospective (not real-time) request; may or may not be fault related, e.g. a request for the reason for outage (RFO). This category also includes any incidents with no or minimal impact to system functionality or service to customers. Support sought is for</p>	100% restored (or work around) in 24 hours

- 4.2 MTTR is calculated according to the following formula:

$$\text{Average MTTR} = \frac{\text{(Total Downtime for the Managed Network Service at a Site)}}{\text{Total number of Fault tickets for that Site in the month}}$$

Where:

“Downtime” is the number of minutes that your Managed Network Service is Unavailable in the month.

- 4.3 If the Average MTTR for priority level 1, 2 or 3 Faults in a month exceeds the applicable MTTR target, you may claim a credit as a percentage of the MRC for the impacted Managed Network Service in accordance with Tables 5 and 6 below.

**Table 5: MTTR Credits – Priority 1 and Priority 2**

This table shows the credits applicable for the services when the MTTR target is not met for P1 and P2 incidents.

	IPVPN/GID	GIE STANDARD	GCPE/GMNS
Hourly Slabs	Rebate (% of MRC)	Rebate (% of MRC)	Rebate (% of MRC)
>4hrs- <=8 hrs	10%	5%	5%
>8hrs - <=12 hrs	15%		
>12hrs- <=16 hrs	20%		
>16hrs- <=20 hrs	25%		10%
>20hrs- <=24 hrs	30%		
>24 hrs- <=36 hrs	35%	10%	15%
>36hrs- <=48 hrs	40%		
>48 hrs- <=72 hrs	50%		
>72 hrs	100%		

**Table 6: MTTR Credits - Priority 3**

This table shows the credits applicable for the services when the MTTR target is not met for P3 incidents

	IPVPN/GID	GIE STANDARD	GCPE/GMNS
Hourly Slabs	Rebate (% of MRC)	Rebate (% of MRC)	Rebate (% of MRC)
>8 hrs - <=16 hrs	5%	5%	5%
>16 hrs - <=24 hrs			
>24 hrs - <=48 hrs	10%	10%	10%
>48 hrs - <=96 hrs			
>96 hrs	15%		

## 5 ROUND TRIP DELAY (RTD)

- 5.1 The RTD targets in clauses 5.2 to 5.4 of this Attachment 5 only apply to our IPVPN and GID Standard Services.
- 5.2 We will aim to meet the PoP-to-PoP RTD targets applicable to your IPVPN and GID Standard Services, as advised by us.
- 5.3 If our average IPVPN PoP-to-PoP RTD performance over the period of a month exceeds the IPVPN PoP-to-PoP RTD target for a particular CoS by 20%, you may claim a credit of 10% of MRC for the impacted IPVPN CoS
- 5.4 If our average GID Standard PoP-to-PoP RTD performance over the period of a month exceeds the GID Standard PoP-to-PoP RTD target by 20%, you may claim a credit of 5% of MRC for the impacted GID Standard service.

## 6 PACKET DELIVERY RATIO (PDR)

- 6.1 The PDR targets in this Attachment only apply to our IPVPN and GID Standard Services:
- 6.2 We will aim to meet the PDR targets set out in Table 7 below.

**Table 7: PDR Targets**

PDR Targets (%)						
IPVPN						GID
Voice CoS	Video CoS	Critical Data CoS	Interactive Data CoS	Standard Data CoS	Low Priority Data CoS	GID Standard
99.995%	99.99%	99.95%	99.95%	99.95%	99.9%	99.5%

- 6.3 If our average IPVPN PDR performance over the period of a month exceeds the IPVPN PDR target for a particular CoS by 20%, you may claim a credit for the impacted IPVPN CoS of 10% MRC.
- 6.4 If our average GID Standard PDR performance over the period of a month exceeds the GID Standard PDR target by 20%, you may claim a credit for the impacted GID standard of 5% MRC.

## 7 JITTER

- 7.1 The Jitter targets only apply to the IPVPN Voice CoS.
- 7.2 We will aim to meet a monthly average PoP-to-PoP Jitter target of:
- (a) ≤ 35 milliseconds for South Africa;
  - (b) ≤ 15 milliseconds for China, India and Latin Americas; and
  - (c) ≤ 5 milliseconds for all other locations.
- 7.3 If our average IPVPN PoP-to-PoP Jitter performance over the period of a month exceeds the IPVPN PoP-to-PoP Jitter target for a Voice CoS, you may claim a credit for the impacted IPVPN Voice CoS of 10% MRC.

## 8 COUNTRY TIERS

The table below shows the break down of coverage into Tier 1 and 2.

Tiers 3 locations are covered by off-net partners

Tier	For products – IPVPN and GID (incl PBS and TID)
<b>Tier 1</b>	Australia, China, Hong Kong, Japan, South Korea, Singapore, Taiwan, Denmark, France, Germany, New Zealand, Netherlands, Sweden, United Kingdom, Canada, United States of America
<b>Tier 2</b>	India, Indonesia, Malaysia, Philippines, Thailand, UAE, South Africa

## **Annexure 1 to Attachment 5: Specific Service Levels for the IPVPN Service**

This Attachment sets out the Specific Service Levels that apply to the IPVPN Service component of your Managed Network Service.

### **1 IPVPN SPECIFIC SERVICE LEVELS**

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- 1.1 If you purchase UIA as an optional component of your IPVPN Service:
- (a) the service levels in Attachment 5 that apply to the IPVPN Service only apply to the IPVPN virtual circuit part of the Shared Local Access; and
  - (b) the service levels in Attachment 5 that apply to the GID Service only apply to the GID component of the Shared Local Access.
- 1.2 If you elect to purchase the Burstable Bandwidth optional service feature as part of your IPVPN Service, our service levels only apply to your Committed Data Rate and not to your bandwidth usage in a particular month that exceeds your Committed Data Rate.

## Annexure 2 to Attachment 5: Specific Service Levels for Internet Services

This Attachment sets out the Specific Service Levels that apply the Internet Service component of your Managed Network Service.

### 1 BURSTABLE BANDWIDTH

- 1.1 If you elect to purchase the Burstable Bandwidth optional service feature as part of your IPVPN Service, our service levels only apply to your Committed Data Rate and not to your bandwidth usage in a particular month that exceeds your Committed Data Rate.

### 2 GIE ECONOMY SPECIFIC SERVICE LEVELS

- 2.1 We will aim to meet the tier-based service availability targets set out in the table below for the GIE Economy Service:

TIER 1	TIER 2	TIER 3
99%	98%	95%

- 2.2 We will use reasonable endeavours to restore your Service incidents within 12 hours. You are not entitled to any credit if we fail to restore your Service within 12 hours or your availability does not meet the targets above.

### 3 GIE WIRELESS SPECIFIC SERVICE LEVELS

- 3.1 We will aim to meet the tier-based service availability targets set out in the table below for the GIE Wireless Service:

TIER 1	TIER 2	TIER 3
99%	98%	95%

- 3.2 If we fail to meet the Service Availability targets set out above for two consecutive months, or if your GIE Wireless Service suffers an outage that continues for more than 7 days, you may terminate your GIE Wireless Service without penalty as and from the first day of the month after the month in which we failed to meet the Service Availability targets set out above for two consecutive months or your GIE Wireless Service suffered an outage that continued for more than 7 days. You are not entitled to any credit if your availability does not meet the targets above.

### 4 GID PBS SPECIFIC SERVICE LEVELS

- 4.1 The terms set out in this clause 4 of this Annexure 2 to Attachment 5 apply in respect of the GID PBS Service only.

#### SERVICE PROVISIONING TIMES

- 4.2 If we do not deliver GID PBS Services to you within 60 days of the RFS Date other than as a result of an Exclusion Event, you may cancel the affected Service by notifying us in writing within 10 days of the expiry of the 60-day period.

#### SERVICE AVAILABILITY TARGETS

- 4.3 For the purpose of this Annexure 2 to Attachment 5, Service Availability is calculated according to the following formula: -

$$\text{Site Availability} = \frac{X - (\text{Sum of all downtimes})}{X} \times 100\%$$

Where:

“X” is the number of minutes in a given month e.g. 30 x 24 x 60 = 43,200 for a 30 day month.

“Downtime” is the number of minutes that your Service is Unavailable.

4.4 In relation to GID PBS Services, we will aim to meet the following Service Availability targets:

**Table 1: Service Availability for GID PBS Services**

Service Type	Service Availability Target
PoP-to-PoP	99.90%
Site-to-Site (except where the Local Access is provided over DSL in which case the Site-to-Site Service Availability target does not apply)	N/A

If a GID PBS Service does not meet the Service Availability target in a month, you may claim a credit calculated in accordance with Table 2.

**Table 2: Service Availability Credits - GID PBS Services**

Service Type	Availability calculated as a percentage	Credit
PoP-to-PoP	<99.90 %	5% of MRC

4.5 You may cancel GID PBS Service (excluding GID PBS (Economy) Service) due to Chronic Outage without the payment of any Early Termination Charges by notifying us in writing within 15 days of the Chronic Outage, PROVIDED THAT the Unavailability is caused by the PBS IP core network (and not caused by the Local Loop or the ISP network (e.g. CU, CM, CT or any other ISPs) in China).

## PACKET DELIVERY RATIO (PDR)

4.6 We will aim to meet the monthly GID PBS (Standard) Service PDR targets set out in Table 3.

4.7 If we do not meet the PDR targets for GID PBS (Standard) Service in a month, you may claim credits for the impacted GID PBS (Standard) Service as set out in Table 3.

**Table 3: PDR Targets and Credits**

Service Type	PDR Target	Credit
GID PBS (Standard) Service	99.5%	3% of MRC

## 5 ROUND TRIP DELAY (RTD)

5.1 We will aim to meet the RTD targets applicable to your GID PBS (Standard) Services and notified to you.

5.2 If the RTD on a GID PBS (Standard) Service exceeds the RTD target by 20% for that Service in a month, you may claim the following credit for the impacted GID PBS (Standard) Service of 3% MRC.

## **6 MAXIMUM SERVICE CREDIT ENTITLEMENT PER MONTH FOR GID PBS SERVICE**

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- 6.1 Notwithstanding anything to the contrary in this Service Schedule, for the GID PBS Service, you acknowledge and agree that for any given month, you are entitled to claim up to a maximum service credit of 10% of the relevant MRC per month.

## **Annexure 3 to Attachment 5: Specific Service Levels for GMNS**

This Attachment sets out the Specific Service Levels that apply the GMNS component of your Managed Network Service.

### **1 OPTIONAL GMNS SERVICE FEATURES**

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1.1 No service levels apply to the following optional GMNS Service features:

- (a) Managed Switch Service (as described in clause [2.13.4](#) of Annexure 1 to Attachment 3); and
- (b) Managed WiFi Service (as described in clause [3.14.4](#) of Annexure 1 to Attachment 3);