

SERVICE SCHEDULE – GLOBAL TELSTRA STARLINK ENTERPRISE INTERNET

SERVICE TERMS

1 SERVICE DESCRIPTION

1.1 The Telstra Enterprise Satellite Internet Service (**Service**) provides Bandwidth via a constellation of low earth orbit (**LEO**) satellites powered by Starlink to Equipment which:

- (a) is typically mounted at a fixed Service Location;
- (b) can be moved between Service Locations within the Coverage Area with the Service being accessible when the Equipment is stationary; and/or
- (c) is mounted on a moving Service Location, such as a vehicle, with the Service being accessible while in motion,

as further described in this Service Schedule and the relevant Service Order Form.

1.2 If requested, we may also provide you with additional Services which may include:

- (a) a site survey, where a desktop survey will not suffice;
- (b) professional installation of the Starlink Equipment;
- (c) technician visits for on-site support at the Service Location; and
- (d) bespoke professional services to meet your unique requirements,

(each, or together, **Telstra Support**). The Telstra Support Services will be subject to additional terms notified by us and agreed by parties in the relevant Service Order Form.

2 PRICING

2.1 The charges payable by you for the Equipment, the Services, and Telstra Support are set out in the Service Order Form and may include:

- (a) non-recurring charges; and
- (b) Monthly (or such other period to be agreed by the parties) Recurring Charges.

2.2 Unless otherwise agreed in your Service Order Form, all Service and Equipment Charges are payable in advance.

2.3 We may increase the charges for the Services provided we give you 12 months' notice where the change is greater than 10% or reasonable notice for increases that are 10% or less.

2.4 If you do not agree with the revised charges notified by us under clause 2.3 then you may cancel the affected Service by notice to us within 10 business days from the date of our notice of such price increase. Your notice must specify the effective date of such cancellation. If you exercise your right to cancel under this clause, then you must pay us all charges for Services provided up to the cancellation, including all

other outstanding amounts as at the date of, and/or arising as a result of such cancellation (including any applicable Early Termination Charges) as set out in this Service Schedule.

3 SERVICE PROVISIONING TIMES

- 3.1 All delivery dates specified in a Service Order Form are indicative only.
- 3.2 All provisioning and lead times will be conducted during Business Hours.

4 TERM AND TERMINATION

- 4.1 This Service Schedule applies to you if you procure Services from us under a Service Request Form and continues until all Services are cancelled or terminated in accordance with this Service Schedule, unless the Agreement is terminated earlier.
- 4.2 The term for each Service provided under this Service Schedule commences on the Service Start Date and continues for the Service Term unless terminated or renewed.
- 4.3 The initial period for a Service is specified in the Service Order Form for that Service, or if no period is specified then the Initial Period is 12 months (**Initial Period**).
- 4.4 If you wish to cancel or terminate a Service during the Initial Period or agreed Service Term, then you must give us at least 30 days written notice before the start of the next monthly billing cycle for that Service to allow us to cancel, terminate, downgrade or deactivate the Service before the start of the next monthly billing cycle.
- 4.5 If your Service is active at the start of a monthly billing cycle, you agree to pay us the full current Monthly Recurring Charges for that Service if you fail to notify us as per clause 4.4 and you request us to cancel, terminate, downgrade or deactivate your Service during a monthly billing cycle.
- 4.6 Subject to clause 5.2, if you upgrade or downgrade your Service during the Service Term:
 - (a) your Initial Period will recommence on the first day of the next Invoice Period immediately after that upgrade or downgrade occurs. and
 - (b) your Monthly Recurring Charges will be calculated from the new Service Start Date as per the new upgraded or downgraded service charges, set out in the relevant Service Order Form; and
 - (c) any changes to your existing Service may incur additional charges.

5 EARLY TERMINATION CHARGES

- 5.1 If a Service is cancelled, terminated or downgraded for any reason other than for our material breach, at any time:
 - (a) prior to the Service Start Date for that Service, you must pay us the costs we reasonably incurred in preparing to provide the Service to you, including any reasonable amounts payable to Starlink as a result of the cancellation of the Service(s); or
 - (b) during the Service Term, we may charge you Early Termination Charges (ETC) equal to the actual costs and expenses that we incurred or committed to in anticipation of providing the Service to you, which we cannot reasonably avoid as a result of the early termination, cancellation or your Service downgrade. The ETC will be calculated as follows, but will not exceed an amount so

calculated:

ETC payable (excl Taxes) = 100% of Remaining Equipment Charges + Shortfall Period

- 5.2 If you do not pay any undisputed amounts by the due date, we may, at any time by giving you at least fourteen (14) days' notice:
- (a) refuse to provide any new Services; or
 - (b) suspend or limit existing Services.

6 EQUIPMENT

- 6.1 Risk of loss or damage to each item of Equipment is transferred to you on delivery.
- 6.2 Title to each item of Equipment transfers to you once the Equipment has been paid by you for in full. Once title transfers to you, we will have no right, title or interest in or to the Equipment.
- 6.3 If you fail to pay us the applicable charges for Equipment when invoiced, then subject to clause 5.2 we may ask to you to return the Equipment to us at a location we specify, at your cost and risk.
- 6.4 If you fail to return the Equipment within 14 days of our request under clause 6.4 you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.
- 6.5 You must:
- (a) comply with installation guides and our instructions in respect of the Equipment;
 - (b) promptly notify us in writing if any Equipment is lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use;
 - (c) not alter, modify or repair the Equipment without our prior written consent; and
 - (d) make your own arrangements for insurance for all the Equipment.
- 6.6 Other than as expressly agreed in this Service Schedule or a Service Order Form, we are not responsible for any other equipment not provided by us that is used by you in conjunction with the Service.
- 6.7 If you opt to use your own equipment (**Customer Equipment**), you must ensure that such Customer Equipment is:
- (a) free from damage and functional and provide evidence to us at our request;
 - (b) on request, provide us with details regarding your ownership/title to the Customer Equipment; and
 - (c) compliant with relevant technical standards, specifications, and requirements required to connect and use the Services.
- 6.8 You must provide us with at least 30 days' notice prior to any scheduled maintenance of your Customer Equipment. You must notify us of any corrective maintenance work to any equipment supplied by you within 3 working days and advise on the maintenance downtime which shall be excluded from calculations of Service Availability or any applicable service levels

7 WARRANTIES

- 7.1 In addition to any rights, you may have under applicable consumer protection laws, we warrant that, for 24 months from delivery, the Equipment will be free from defects that cause a material degradation in performance (**Standard Warranty**).
- 7.2 Without limiting any rights, you have under any consumer protection law, including the Australian Consumer Law, the Standard Warranty does not apply to Equipment that has been:
- (a) subject to misuse, neglect, abuse, improper storage, accident (other than an accident caused by the Equipment itself), or that has not been properly maintained;
 - (b) modified by any third party without our prior written consent; or
 - (c) that has been disassembled, serviced, or reassembled by any third party without our written consent.

8 SERVICE LEVELS

- 8.1 We will endeavour to meet the following Service Levels in respect of the Service:

Target service level	
Delivery	We will, upon receiving the signed Service Order Form and feasibility test results, provide you a delivery date in writing and ensure that your Service is delivered within the agreed timeframe.
Global Service Desk	Global Service Desk (GSD) operates 24/7 and is your first point of contact for all support enquires. GSD will then escalate to the appropriate suppliers and/or teams as required.

9 YOUR OBLIGATIONS

- 9.1 You must in connection with this Service Schedule:
- (a) obtain and maintain any Approvals needed to use and install any Equipment and the Service at the designated site;
 - (b) only use the Service for internal use and not for resale or resupply as a service to, or share the Service with third parties;
 - (c) only consume the Service from the Coverage Area and comply with the Fair Use Policy;
 - (d) commit and assign a technical representative responsible for each Service Location to participate in any testing procedures that we may reasonably require;
 - (e) not use the Service in a way that infringes the rights, including Intellectual Property Rights of third parties, interferes with other users Services, the Equipment or Starlink's network; and
 - (f) comply with all applicable international trade control, export control, anti-money laundering, and anti-corruption laws.

- 9.2 You are responsible for all use of the Service or transmissions via the Service by any user of the Service to the same extent that you would be for your own use and transmissions (**User**). You must:
- (a) ensure that Users comply with the terms in this Service Schedule in respect of the Service as if they were bound them;
 - (b) comply, and ensure that Users comply with Starlink's Policies;
 - (c) not, and ensure that Users do not, use the Service in a way that breaches, or causes us to breach, any applicable laws and regulations including but not limited to those related to telecommunications, reselling, privacy, copyright, website blocking, internet use by minors, data protection, rules on lawful interception and government access to data related to the Services.
- 9.3 Without limiting our rights under this Service Schedule, we may immediately suspend or terminate your Service by notice if you breach any of the terms in this clause 9.

10 CONSUMER PROTECTIONS

- 10.1 Nothing in this Service Schedule excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any similar applicable consumer protection law, or any right you may have under the Australian Consumer Law or any similar applicable consumer protection law.

11 EXCLUDED EVENTS

- 11.1 We are not responsible for damage to the Equipment after delivery, or for Service malfunctions resulting from:
- (a) LEO satellite malfunction;
 - (b) you or your Users manually re-pointing the Equipment's antenna;
 - (c) a change to applicable laws or regulations requiring changes to the Service;
 - (d) unauthorised repair, modification, or disassembly of Equipment by anyone other than someone authorised in writing by us (or our subcontractors);
 - (e) your failure to follow instructions, including by obstructing the Equipment's field of view;
 - (f) solar interference, fire, flood, wind, lightning, earthquake, weather, or other acts of nature;
 - (g) you or your Users spills of food, liquids or other materials on the Equipment;
 - (h) Service interruptions related to planned or emergency maintenance on Starlink's network;
 - (i) problems with your electrical power or network equipment;
 - (j) your misuse, abuse, accident, vandalism, alteration, or neglect;
 - (k) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Equipment;
 - (l) your use in combination with devices or software not provided or approved in writing by us;

- (m) you failing to meet your obligations under this Service Schedule;
- (n) suspension of the Service in accordance with the Service Schedule;
- (o) your inability to obtain or maintain necessary Approvals; or
- (p) events not reasonably within our control.

12 STARLINK

- 12.1 You acknowledge that we will be contracting with Starlink for the supply of the Equipment, Services and Telstra Support.
- 12.2 Notwithstanding any other term in the Agreement, you consent to Starlink providing support services from locations outside of Australia where required by us.
- 12.3 Notwithstanding that Starlink owns the satellites supporting the Services, we are the supplier under this Service Schedule and Starlink has no liability to you.

13 CESSATION OF SUPPLY

- 13.1 We may, at our discretion, limit, suspend or cancel the provision of a Service or transfer you to a reasonably comparable alternative service at any time by giving you written notice if Starlink ceases to supply, or gives us notice of its intention to cease to supply the services necessary for us to supply a Service to you. If we transfer you to a reasonably comparable alternative service and this has more than a minor detrimental impact on you, you may cancel the Service without having to pay any ETCs for that service.
- 13.2 We will give you reasonable notice of a change in the supply of the Service to you.

14 DEFINITIONS

In this Services Schedule, unless otherwise stated:

Approvals means all licences, permits, authorisations, approvals and consents required in order to meet any Commonwealth, State, local government or other requirements in connection with the installation of the Equipment.

Australian Consumer Law means the law of that name set out in Schedule 2 of the Australian *Competition and Consumer Act 2010* (Cth) and applies if Services are provided in Australia.

Bandwidth means satellite broadband bandwidth as set out in the Service Order Form.

Business Hours means Monday to Friday 9am to 5pm local time except for public holidays.

Coverage Area means the area in country specified in the Service Order Form.

Service Term means the period of time set out in the Service Order Form.

Equipment means the equipment sold by us to utilise the Service and includes the Starlink Kit.

Fair Use Policy means the Starlink's fair use policy as updated from time to time, found at <https://www.starlink.com/legal/documents/DOC-1134-82708-70> or such other website as notified to you.



Invoice Period is your monthly billing cycle as set out in the Service Order Form.

Monthly Recurring Charges are as set out in the Service Order Form.

Remaining Equipment Charges means the remainder of any unpaid purchase price or amortised charges.

Service Levels means the service levels outlined in clause 8.

Service Location means the location(s) which are owned, leased or licensed by the you where the Services will be provided.

Service Start Date for a Service means the date we start billing you for that Service.

Service Term for a Service means the contract term as set out in the Service Order Form for that Service.

Shortfall Period means the Monthly Recurring Charges that are payable to us as per clause 4.5 when you cancel, terminate, or downgrade Services during a monthly billing cycle if these charges are not already paid to us in advance in accordance with clause 2.2.

Starlink means Starlink Internet Services Pte Ltd (ABN 90 131 069 266) and its related entities.

Starlink Policies mean the policies available on the Starlink Customer Portal including Starlink's Fair Use Policy, as amended from time to time.