SERVICE SCHEDULE – TELSTRA SATELLITE VOICE CARRIAGE

SERVICE TERMS

1 SERVICE DESCRIPTION

1.1 The Telstra Satellite Voice Carriage service (**Service**) provides you with a low bandwidth connection to enable voice access to an Approved Voice Service, via satellite which is mounted at a fixed Service Location, as further described in this Service Schedule and the relevant Service Order Form.

1.2 The Service:

(a) does not itself provide voice functionality, but provides the connection to enable you to utilise your Approved Voice Service;

(b) supports the connection of voice traffic only to the Approved Voice Service; and

(c) does not provide access to data or support the connection of data traffic to any service.

1.3 The Service is made up of the Individual Service(s) that we agree to provide you under this Service Schedule and the relevant Service Order Form(s).

1.4 Unless otherwise agreed by us, you may not take up more than two Individual Service(s) per Service.

1.5 If requested, we may also provide you with additional services from time to time, which may include:

(a) a site survey, where a desktop survey will not suffice;

(b) professional installation of the satellite 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**).

1.6 Any Telstra Support we provide you will be subject to additional terms notified by us and agreed by the parties in the relevant Service Order Form.

2 ELIGIBILITY

2.1 To be eligible to receive the Service, you must:

(a) be an eligible Telstra Enterprise, Telstra Business or Telstra Mid-Market customer (as determined by us); and

(b) have a compatible Telstra Enterprise voice product, pre-approved by us (Approved Voice Service).

3 PRICING

3.1 The charges payable by you for the Equipment, the Individual Services, and Telstra Support are set out

in the relevant 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.

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

3.3 We may increase the charges for the Service by giving you reasonable notice.

3.4 If you do not agree with the revised charges notified by us under clause Schedule 13.3, then you may cancel the affected Individual Service(s) 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 the relevant Individual Service(s), Equipment and Telstra Support 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.

3.5 You must pay for your Approved Voice Service separately, in accordance with the terms that apply to that Service.

4 SERVICE PROVISIONING TIMES

4.1 All delivery dates specified in a Service Order Form are indicative only.

4.2 All provisioning and lead times will be conducted during Business Hours.

5 TERM AND TERMINATION

5.1 This Service Schedule applies to you if you procure Individual Services from us under a Service Order Form and continues until all Individual Services are cancelled or terminated in accordance with this Service Schedule, unless the Agreement is terminated earlier.

5.2 The term for each Individual Service provided under this Service Schedule commences on the Service Start Date and continues for the Service Term unless terminated or renewed.

5.3 The initial period for an Individual Service is specified in the Service Order Form for that Individual Service, or if no period is specified then the Initial Period is 12 months (**Initial Period**). The Service Term will automatically renew for one-month periods after the expiry of the Initial Period unless you notify us with at least 30 days' written notice that you do not wish to extend the Individual Service.

5.4 If you wish to cancel or terminate an Individual 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 Individual Service to allow us to cancel, terminate, or deactivate the Individual Service before the start of the next monthly billing cycle.

5.5 If your Individual Service is active at the start of a monthly billing cycle, you agree to pay us the full current Monthly Recurring Charges for that Individual Service if you fail to notify us as per clause 5.4 and you request us to cancel, terminate, downgrade or deactivate that Individual Service during a monthly billing cycle.

5.6 Expiry or termination of one or more Individual Service(s), or this Service Schedule as a whole, will not affect your Approved Voice Service, which is governed by the separate terms agreed between us in relation to that Service.

6 EARLY TERMINATION CHARGES

6.1 If an Individual 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 Individual Service, you must pay us the costs we reasonably incurred in preparing to provide the Individual Service to you, including any reasonable amounts payable to Starlink as a result of the cancellation of the Individual Service(s); or

(b) during the Service Term, we may charge you Early Termination Charges (**ETC**) calculated as follows:

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

6.2 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.

7 EQUIPMENT

7.1 Hardware is subject to availability and managed solely by Starlink. We will use reasonable endeavours to notify you as hardware becomes end of life. For inflight orders, we will suggest an alternative if available. You may cancel your order if there is no suitable alternative.

7.2 Except to the extent required by applicable law, including the Australian Consumer Law, you may not cancel an order for Equipment, or return Equipment once it has been delivered, opened, installed, activated, used or otherwise removed from its original packaging, unless the Equipment is faulty or defective and you are entitled to a remedy under clause 8 or applicable consumer protection law, or we otherwise agree in writing.

7.3 Risk of loss or damage to each item of Equipment is transferred to you on delivery.

7.4 Title to each item of Equipment transfers to you once the Equipment has been paid by you in full. Once title transfers to you, we will have no right, title or interest in or to the Equipment.

7.5 You must pay the Equipment Charges for Equipment that has been delivered to you, whether or not the Equipment has been installed, activated or the related Service has commenced.

7.6 If you fail to pay us the applicable charges for Equipment when invoiced, then subject to clause 6.2 we may ask to you to return the Equipment to us at a location we specify, at your cost and risk.

7.7 If you fail to return the Equipment within 14 days of our request under clause 7.47.3 you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing

it.

7.8 You must:

(a) comply with installation guides and our instructions in respect of the Equipment;

(b) ensure the Equipment is stored in a safe and secure place if your Service is not in use or mounted;

(c) promptly notify us in writing if any Equipment is lost, stolen, damaged, destroyed or otherwise unfit or unavailable for use;

(d) not use any third party accessories that are not supplied by Starlink, Starlink's Authorised Retailers or Starlink's Authorised Resellers such as Starlink cables with your service;

(e) not alter, modify or repair the Equipment without our prior written consent; and

(f) make your own arrangements for insurance for all the Equipment.

7.9 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.

7.10 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.

7.11 If you opt to self-install the supplied Equipment, you:

(a) must ensure that such Equipment is:

(i) functioning as expected before the Service is installed;

(ii) installed in accordance with the defined parameters and limitations of the Starlink Equipment as set out in the Starlink Specifications a copy of which can be found here: https://www.starlink.com/specifications;

(iii) on request, provide us with evidence that the Equipment is installed in compliance with respective Country building codes with compliant accessories such as mounts and pipe adapters; and

(b) indemnify us from any non-compliant installations or Equipment that causes damage to surrounding infrastructure, environment or creates safety hazards to those on site.

7.12 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.

7.13 If Telstra provides Telstra Support in respect of any Equipment or Customer Equipment, Telstra will not be responsible for any third party warranties which may be impacted or voided as a result.

8 WARRANTIES

8.1 In addition to any rights, you may have under applicable consumer protection laws, we warrant that the Equipment will be free from defects that cause a material degradation in performance (**Standard Warranty**) for the periods set out on the Starlink website at https://www.starlink.com/legal/documents/DOC-1133-73441-63.

8.2 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.

9 SERVICE LEVELS

9.1 We will endeavour to meet the following Service Levels in respect of the Individual Service(s):

	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 Individual 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.

Service Availability Guarantee and Rebate

9.2 The Service Availability for each Individual Service line is guaranteed at 99.9%, unless specified otherwise (**Service Availability Guarantee**).

9.3 Service Availability' indicates the percentage of time an Individual Service is available to you in each Invoice Period:

$$Service\ Availablity = 100 - (\frac{N}{T})$$

Where:

N = total number of minutes the Service is unable to connect to a Starlink Point of Presence as confirmed by us in the Invoice Period; and

T = time period of the Invoice Period (calculated in minutes) and UTC 0.

9.4 If the Service Availability of an Individual Service falls below the Service Availability Guarantee during an Invoice Period, you are entitled to a rebate (not cumulative).

9.5 The rebate is calculated by reference to a percentage of monthly recurring charges payable in the Invoice Period equivalent to the percentage of an Individual Service unavailability in the Invoice Period of the affected Service.

9.6 To claim a rebate, you must follow the procedure set out in the Agreement including raising a ticket with our assurance teams to validate the service outage. Each Service Level is subject to the Exclusion Events set out in the Agreement and this Service Schedule.

9.7 The rebate for a failure to meet the Service Availability Guarantee in any month is subject to a cap of 10% of the monthly recurring charge of the affected Individual Service in that month.

10 YOUR OBLIGATIONS

10.1 You must:

(a) utilise the Service for voice traffic only;

(b) not use nor attempt to use the Service to transmit data or support data connectivity;

(c) acknowledge, obtain and maintain any Approvals needed to use and install any Equipment and the Service at the designated site;

(d) acknowledge and not use the Starlink Equipment for this Service in-motion, the service is Fixed and cannot be used on a moving vehicle, vessel (e.g. cars, vans, RVs, boats) or anywhere other than the Designated Site;

(e) notify us and take responsibility of any warranties that may be impacted by any Telstra Support provided by us, including installation of the Starlink Kit on any of your property;

(f) only use the Service for internal use and not for resale or resupply as a service to, or share the Service with third parties;

(g) only consume the Service from the Coverage Area and comply with the Fair Use Policy;

(h) commit and assign a technical representative responsible for each Service Location to participate in any testing procedures that we may reasonably require;

(i) 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

(j) comply with all applicable international trade control, export control, anti-money laundering, and anti-corruption laws.

10.2 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; and

(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, use by minors, data protection, rules on lawful interception and government access to data related to the Services.

10.3 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 10.

11 CONSUMER PROTECTIONS

11.1 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, that cannot be lawfully excluded or limited.

11.2 To the extent that liability in relation to any such right cannot be excluded but can be limited, we limit our liability to resupplying or paying the cost of resupplying Services and repairing, replacing or paying the cost of repairing or replacing goods.

12 EXCLUDED EVENTS

12.1 We are not responsible for damage to the Equipment after delivery, or for Service malfunctions resulting from:

(a) your use of the Service for any other purpose than for voice connectivity;

(b) LEO satellite malfunction;

(c) you or your Users manually re-pointing the Equipment's antenna;

(d) a change to applicable laws or regulations requiring changes to the Service;

(e) unauthorised repair, modification, or disassembly of Equipment by anyone other than someone authorised in writing by us (or our subcontractors);

(f) your failure to follow instructions, including by obstructing the Equipment's field of view;

(g) solar interference, fire, flood, wind, lightning, earthquake, weather, or other acts of nature;

(h) you or your Users spills of food, liquids or other materials on the Equipment;

(i) Service interruptions related to planned or emergency maintenance on Starlink's network;

(j) problems with your electrical power or network equipment;

(k) your misuse, abuse, accident, vandalism, alteration, or neglect;

(l) normal wear and tear or deterioration, or superficial defects, dents, or marks that do not impact performance of the Equipment;

(m) your use in combination with devices or software not provided or approved in writing by us;

(n) you failing to meet your obligations under this Service Schedule;

(o) suspension of the Service in accordance with the Service Schedule;

(p) your inability to obtain or maintain necessary Approvals; or

(q) events not reasonably within our control.

13 STARLINK

13.1 You acknowledge that we will be contracting with Starlink for the supply of the Equipment, Services and Telstra Support.

13.2 Notwithstanding that Starlink owns the satellites supporting the Services, we are the supplier under this Service Schedule and Starlink has no liability to you.

13.3 By taking up this Service, you consent to the offshore management and access to relevant data on the following terms:

(a) we collect the following data as part of the Service on private and third party cloud locations in Australia: customer details, service phone numbers, service configurations, billing accounts, call data records, assurance incident details, and authorised representative details (**Service Data**);

(b) for Services acquired before 3 March 2024, all Service Data will be stored in Australia but may be accessed by our Personnel and from locations outside of Australia for the purposes of supporting those products and services with development and software maintenance;

(c) for Services acquired or renewed on or after 3 March 2024, all Service Data may be stored and accessed by our Personnel from locations outside of Australia for the purposes of supporting those products and services with development and software maintenance; and

(d) where we require Starlink to provide support services, Starlink may provide these support services from locations outside of Australia.

14 CESSATION OF SUPPLY

14.1 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.

14.2 We will give you reasonable notice of a change in the supply of the Service to you.

15 DEFINITIONS

In this Services Schedule, unless otherwise stated:

Approved Voice Service has the meaning given to it in clause 2.1(b).

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.

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.

Countries means Australia and any other countries as notified by us to you from time to time.

ETC has the meaning given to it in clause 6.1(b).

Equipment means the equipment sold by us to utilise the Service and includes the Starlink Kit as set out in the Service Order Form.

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.

Individual Service means a service you acquire from us under this Service Schedule, as further described in the relevant Service Order Form.

Initial Period has the meaning given to it in clause 5.3.

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 Availability has the meaning given to it in clause 9.3.

Service Availability Guarantee has the meaning given to it in clause 9.2.

Service Data has the meaning given to it in clause 13.313.3(a)

Service Order Form means the relevant service order form for that Individual Service as used by Telstra from time to time, as agreed between the parties.

Service Levels means the service levels outlined in clause 9.

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

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

Service Term for an Individual Service means the contract term as set out in the Service Order Form for that Service, as extended under clause 5.3 (if applicable).

Shortfall Period means the Monthly Recurring Charges that are payable to us for the month in which you cancel, terminate, or downgrade one or more Individual Services.

Standard Warranty has the meaning given to it in clause 8.1.

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

Starlink Kit means the Equipment as set out in the Starlink Specifications found at https://www.starlink.com/au/specifications.

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

Telstra Support has the meaning given to it in clause 1.5.

User has the meaning given to it in clause 10.2.