

SERVICE SCHEDULE – DATA CENTRE COLOCATION SERVICE (HKCS1 and HKCS2)



Important Note: For Data Center Colocation Services provided at HKCS1 or HKCS2, any change to this Service Schedule requires HKSTP's approval. Please consult Legal.

1. GENERAL

- 1.1 This Service Schedule, together with (a) Agreement Terms, (b) Service Order Form, and (c) any other document or terms attached to or referenced in the Agreement Terms, the Service Schedule or Service Order Form, form part of the Agreement for the provision of this Service between Telstra Global (HK) Limited ("Telstra") and Customer. Initial capitalized terms used in this Service Schedule but not defined herein shall have the corresponding meanings ascribed to them in the Agreement Terms.

2. SERVICE OVERVIEW

- 2.1 The Service provides Customer with access to Colocation Rack. Customer's Equipment must comply with the Equipment Criteria set forth in clause 2.2 below.
- 2.2 Equipment installed in the Colocation Rack must not exceed the floor loading of the Building. All cables with the rack must be tied and harnessed in an orderly fashion. All Equipment must be suitably labeled as belonging to Customer, including any safety notices and instructions and contacts for emergency repairs. All associated records and documents must be available for safe storage in the Colocation Rack, and Customer must separately maintain a complete set of such information at the Space. AC UPS equipment must not be installed in the Colocation Rack.
- 2.3 Customer agrees that the provision of the Service may be subject to Building-specific and/or country-specific terms and conditions as set forth in Appendix A.
- 2.4 Customer acknowledges and agrees that Telstra may change the Service due to limitations, restrictions or regulations that may be issued or promulgated by governmental bodies or agencies or any other lawful authority by giving Customer reasonable notice.

3. POWER

- 3.1 Telstra will provide Customer with Allocated Power for each of the Colocation Rack (or portion thereof) at the limit set forth in the Service Order Form. Subject to availability, Customer may order additional power in increments of one (1) whole kVA at charges specified in the Service Order Form.
- 3.2 The Customer shall, at all times, ensure that its actual power utilization does not exceed the Allocated Power. If Customer's power utilization exceeds the Allocated Power, then Telstra may:
- (a) if additional power is available, increase the Allocated Power, in which case, the Customer will pay for the additional power at the rates specified in clause 6.3; or
 - (b) if there is no additional power available, Telstra may suspend the Service in whole or in part, and/or take any other remedial action that Telstra considers appropriate to prevent the Customer from continuing to exceed the Allocated Power.
- 3.3 If the Customer exceeds the Allocated Power on two (2) or more occasions in any rolling sixty
- 3.4 (60) day period, then the Customer shall be considered in material breach of the Agreement. The said breach shall be deemed irremediable and Telstra may exercise its right to terminate the relevant Service Order Form for Customer's material breach under the Agreement Terms.
- 3.5 If Telstra, acting reasonably, is of the view that Customer's overdraw of power endangers the equipment of any other Telstra customer(s) or the health or security of any person, Telstra shall be, in addition to any other rights it may have including but not limited to those under this Service Schedule, entitled to take any remedial action it considers necessary, including shutting down, or requiring the Customer to shut down, the Customer's Equipment, or disconnecting power to the

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Customer's Equipment, all without being required to issue the notice or to wait for the Customer to remedy the breach.

4. REMOTE HANDS SUPPORT SERVICES

- 4.1 Remote Hands Support services are provided on an "as-is" basis and "as-available" basis. Remote Hands Support is billed one (1) hour minimum with sixty (60) minute increments based on the actual time taken to undertake the task requested. The Service Charges for Remote Hands Support service will be set forth in a Service Order Form. Telstra may reject at its discretion Support Requests that are in its opinion: (a) made by persons not authorized by Customer; (b) that it deems to be hazardous or unsafe to Telstra, other customers or any third parties; or (c) are outside the scope of Remote Hands Support. Telstra's sole and exclusive liability and Customer's sole remedy for provision, non-provision or quality of Remote Hands Support is for Telstra to re-implement the Remote Hands Services or (at Telstra's option) to refund any Service Charges actually paid by Customer for the relevant Remote Hands Support. All Remote Hands Support Requests are at Customer's own risk. Telstra does not accept any liability (direct or indirect) in connection with the provision of Remote Hands Support.

5. SERVICE USE

- 5.1 Telstra agrees to provide Customer the Service as set forth in the Service Order Form, which Service will be provided to Equipment installed, operated and maintained at the Colocation Rack. Customer may interconnect Equipment with equipment of other co-locating parties at the Building only via the equipment and/or facilities of Telstra. Customer must not make any alterations, changes, additions or improvements to either the Building or the Colocation Rack without Telstra's prior written consent.
- 5.2 Customer must remove Equipment from the Colocation Rack and the Building on or before the effective date of termination of the Service ("Termination Date"). If Customer fails to remove Equipment, Customer will be conclusively and irrevocably deemed to have abandoned such Equipment and Telstra is entitled to dispose of such Equipment without further notice or liability to Customer. Notwithstanding anything to the contrary contained herein, Telstra may charge Customer a fee, not to exceed one month's Monthly Service Charges, if Equipment remains in Telstra's possession (to include the Colocation Rack) after the Termination Date.
- 5.3 Customer may not remove any equipment provided by or on behalf of Telstra, unless otherwise approved by Telstra in writing.

6. CHARGES; TAXES

- 6.1 Charges shall consist of Initial Charges, Set-up Charges and other one-time charges ("One-Off Charges") and the Monthly Service Charges (collectively, "Service Charges"). Monthly Service Charges will begin to accrue as of the Service Start Date. Service Charges for Service elements designated as usage-based as well as excess use of certain Service elements will be invoiced in arrears. Charges for the Service are specified on the Order Form or as otherwise agreed between the parties, which shall be applicable from the Service Start Date.
- 6.2 On the Review Date, the monthly service charges will increase either:
- (a) as set out in the Service Order Form or in the absence of which; or
 - (b) by the greater of 3% or CPI.
- 6.3 In addition to One-Off Charges and Monthly Service Charges, Customer may incur additional recurring charges or non-recurring charges including: (a) charges for set-up, modification or Customer-requested optional services as specified on the Order Form; (b) intra-floor wiring charges as specified on the Order Form; (c) charges for excess power when Customer's actual power use (or Telstra's estimate thereof) exceeds the Allocated Power which excess power will be measured in 1 kVA increments and will be charged at a rate not to exceed USD 2,000 per kVA (as outlined in clause 3.2); or (d) miscellaneous additional charges, to the extent that Telstra's efforts to install,

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upgrade, modify or disconnect any aspect of the Service are delayed for any reasons due to Customer.

- 6.4 At any time, Telstra shall be entitled to increase the Monthly Services Charges in addition to the Base Increase upon 30 days' prior written notice to reflect: (a) any increases incurred by Telstra for any of the services to the Building procured by Telstra directly from the provider thereof, including but not limited to utility services (e.g. electricity and water); and (b) any increases in real property taxes, or other taxes, assessed against the Building which Telstra is liable to pay.

7. DELIVERY, INSTALLATION, MAINTENANCE AND ACCESS

- 7.1 Customer must advise Telstra of the delivery of Equipment at least one (1) working day in advance of its arrival at the Building and Customer must provide Telstra with all necessary Equipment delivery information upon request. An Authorized Representative must be present at the Building to accept all Equipment. For any Equipment delivery to the Building, Customer shall be responsible for (a) arranging shipment and paying all the associated costs incurred in the shipment of the Equipment to the Building; (b) obtaining all necessary governmental authorization or clearances for the Equipment, including the payment of all taxes or duties imposed on the Equipment; and (c) paying for all penalties or other charges resulting from Customer's failure to comply with (a) or (b) above.
- 7.2 Telstra may agree to receive Equipment on Customer's behalf, on an "as-is" basis and only upon advance arrangement and notification. It is Customer's sole responsibility (a) to check and inspect Equipment and (b) to obtain all clearances from governmental authorities of the Equipment and pay all taxes (to include duties and fees) that may be imposed on the Equipment and Customer agrees to indemnify Telstra against any and all such taxes payable. Telstra will not be held liable or responsible for any damage, cost, action, claim, or demand arising from or in connection with the Equipment and Customer agrees to indemnify Telstra against any losses, damages or claims Telstra may suffer or incur as a result thereof.
- 7.3 Telstra reserves its right to reject delivery of the Equipment if Customer fails to comply with any one of the clause 7.1 or clause 7.2 above.
- 7.4 Unless otherwise provided in the Order Form, Customer is solely responsible for installation and maintenance of Equipment and Telstra is only responsible for maintenance of the Building and the Colocation Rack.
- 7.5 All Equipment must be placed within the Colocation Rack (or removed from Building) within five
- 7.6 (5) Business Days of delivery. Telstra may impose a reasonable fee for temporary storage of Equipment that remains uninstalled for a period longer than five (5) Business Days. Uninstalled Equipment will remain Customer's responsibility and will be stored at the Building at Customer's own risk, but Telstra will use reasonable efforts to reduce the risk of loss or damage to the uninstalled Equipment. Unless otherwise agreed in writing, uninstalled Equipment that remains outside a Colocation Rack for thirty (30) days or more will be considered to be abandoned by Customer and the last two sentences of clause 5.3 shall apply.
- 7.7 Customer will have access to the Equipment 365 days per year for the purpose of utilizing and receiving the Services, subject to complying with access rules and procedures (including the pre-registration requirements) applicable at the Building as specified in the Colocation Guide. Customer's access rights are limited to: (a) entrance to the Building; (b) passageway to the Equipment; (c) Colocation Rack where the Equipment is installed; and (d) designated common areas. Customer may not access any other part of the Building without Telstra's prior written consent. Customer must comply with all safety, security and access rules applicable at the Building, whether imposed by Telstra or the owner or operator of the Building. At Telstra's discretion, Customer may be escorted at the time Customer is present at the Colocation Rack or Building.
- 7.8 If Customer contracts with a third party for installation or maintenance of Equipment, subject to Customer notifying Telstra in advance of the details of such authorized third party and Telstra's approval, Telstra will provide access to such third party subject to the access rules and procedures

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under clause 7.6 above, to the same extent as Customer is entitled to access.

8. INSURANCE

- 8.1 During the Service Term, Customer must maintain in force and effect adequate policies of insurance including, as applicable: (a) all risks property damage insurance; (b) workers' compensation/employer's liability insurance with limits required in the jurisdiction in which Equipment is placed; and (c) third party liability insurance including coverage for (i) public liability and occupier liability, (ii) products liability and (iii) independent contractors coverage. At Telstra's request, Customer must provide Telstra with copies of certificates of insurance evidencing Customer's compliance with this clause 8.

9. DAMAGE TO COLOCATION RACK OR BUILDING

- 9.1 Telstra will give Customer prompt notice of any fire or other casualty that causes damage to the Building and which affects the Colocation Rack. If due to such damage Telstra or Telstra's landlord, being HKSTP: (a) terminates the lease or other arrangement under which Telstra procures the space housing the Colocation Rack; or (b) decides not to rebuild the affected Building, the relevant Service Order Form(s) will terminate as of the date of such exercise or decision as to the affected Colocation Rack and the Service Charges paid by Customer will be abated and modified accordingly. If Telstra or HKSTP, as applicable, decides to repair the Building, but such repairs are not completed within a reasonable time, then Customer may terminate the relevant Service Order Form with respect to the affected Colocation Rack. To the extent all or a portion of the Colocation Rack is rendered unusable due to damage of the nature described in this clause 9, the Service Charges for the Colocation Rack will be reduced proportionately over the period from day the damage occurs to the day when the affected portion of the Colocation Rack is repaired. Termination and/or the abatement or reductions of Service Charges will be Customer's only remedies under the Agreement for the circumstances described in this clause 9.

10. DEFINITIONS

- 10.1 References to "Customer" means "you" or "you" and references to "Telstra" means "we", "us" or "us".
- 10.2 In this Service Schedule, the following terms are intended to have the meanings indicated:

Allocated Power means, with respect to the Service, all electrical power specified in the Service Order Form that is allocated, on a per-Colocation Rack basis (or portion thereof), to an Equipment.

Authorized Representative means those employees, officers, consultants, agents, contractors, invitees, or any of them, authorized by Customer (and as approved by Telstra) to act on its behalf for purposes ancillary to Customer's utilizing and receiving of the Services which include but are not limited to: accessing the Colocation Rack and initiating or authorizing Service-related requests in accordance with the Agreement.

Building means the building at 11 Chun Kwong Street, Tseung Kwan O Industrial Estate, New Territories, in which the Space is situated,

Colocation Rack means the specific location within the Building at which Customer may place Equipment for the purpose of utilizing and receiving the Services under the Agreement, including, without limitation, racks, cabinets, cubicles, cages, in each case as identified in the Service Order Form.

CPI means the Consumer Price Index published by the relevant Bureau of Statistics (or equivalent) in the country in which the Data Centre is located for the period that most recently precedes the current Review Date.

Equipment means Customer's equipment, for installation in the Colocation Rack at the Building, and which is compliant with the Equipment Criteria set forth in clause 2.2.

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HKSTP means Hong Kong Science and Technology Parks Corporation, a body corporate incorporated under the Hong Kong Science and Technology Parks Corporation Ordinance, (Cap. 565).

Monthly Service Charges or **MSC** means the collective recurring charges payable by Customer, as set forth in the SOF, and include but are not limited to monthly charge for the Colocation Rack and charges for agreed-upon optional services, such as additional power usage or maintenance support.

Telstra Service Center or **PSC** means the Telstra (or relevant Affiliate) point of contact for service support.

Remote Hands Support means the provision of various on-site support-related services. Tasks available under Remote Hands Support services may vary by Building..

Review Date means the anniversary of the date on which Telstra commences billing Customer for the Service.

Set-up Charges means the non-recurring charges for certain Service-related services including but not limited to Colocation Rack setup, additional power setup, in-house wiring, and cross-connections.

Spaces means the spaces within the Building or a Service to be provided to you.

Support Request means a valid, authorized request for support received by the Telstra Service Centre from an Authorized Representative of Customer.

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APPENDIX A: Building-Specific Terms and Conditions

1. The Customer understands and hereby acknowledges that Telstra is a lessee of HKSTP in respect of Buildings under two leases, each dated 6 December 2013 (“Land Conditions”).
2. In addition to the terms and conditions set forth in the Service Schedule, the following facility-specific terms and conditions shall apply to the Service provided at Telstra facilities “HKCS1” and “HKCS2”, which are located at Tseung Kwan O Industrial Estate, Hong Kong:
 - 2.1. Notwithstanding anything contained herein, the Agreement does not constitute any relationship of landlord and tenant between Telstra and Customer. The Landlord and Tenant (Consolidation) Ordinance (Cap. 7) shall not apply to this Agreement or the Colocation Rack or any part of the Building.
 - 2.2. The Colocation Rack is provided to Customer to enable Customer to install, maintain and operate the Equipment to avail itself of the Service. This Agreement does not create or vest in Customer (or in any other party) any lease, sublease, license, sublicense or any sole and exclusive possession of any space, any easement, ownership interest or other real-estate or property right or interest of any nature in any part of the Building, including the Colocation Rack, or any right to occupy the same. Customer’s access to the Building or any part thereof is subject to Telstra’s prior consent and appointment.
 - 2.3. Nothing contained in this Agreement shall constitute or be construed as Telstra agreeing to assign, mortgage, charge, demise, underlet, part with possession or otherwise dispose of the Building, the Colocation Rack or any equipment or other property of Telstra or its Affiliates (in whole or in part), or any interest therein or enter into any agreement to do so nor to permit any party by way of a licence or otherwise to occupy the Building, the Colocation Rack, or any part thereof, to the intent that the right of access thereto shall remain within the control of Telstra at all times,
 - 2.4. The Customer shall not assign its rights and/or interest under this Agreement in part or in whole to its Affiliates or any other parties (who are not the signing party to this Agreement) in any event.
 - 2.5. The parties hereto may terminate this Agreement or the relevant Service if (i) this Agreement is held by the court to be a lease, sublease, licence or sublicense of the Facility or the Colocation Rack or the Building or any part thereof (ii) it is held by the court that this Agreement and/or the activities conducted by the Customer is/are a breach of the Land Conditions.
 - 2.6. The Service provided by Telstra is inclusive of electrical power and maintenance services and allows for optional services, such as in-house wiring and cross-connection, all as set forth in the Order Form. The Facility will be manned by Telstra’s engineers and has a security/access control system installed.
 - 2.7. Customer must defend, indemnify and hold harmless Telstra, Telstra’s Affiliate and HKSTP using the Facility in full for any claims, demands, actions, damages, liability, judgments, expenses and costs (including reasonable attorney fees) arising from or in connection with (a) Customer’s use of the Service; (b) any damage or destruction to the Building, Facility, Colocation Racks, any equipment, any property therein or Telstra’s network to the extent caused by or due to the acts or omissions of Customer, Authorized Representatives, Customer’s employees, agents or invitees, or (c) due any malfunction of Equipment.
 - 2.8. Telstra will have free access to the Colocation Rack and all parts of the Building at all times (without giving prior notice to the Customer) and is entitled to review any installation and/or maintenance work carried out by Customer or an Authorized Representative. If in Telstra’s reasonable opinion, the installation and/or maintenance will jeopardize the integrity of the Building, any equipment therein, Colocation Rack, or Telstra’s network, Telstra will give Customer notice to such effect (except in event of emergency) and will be entitled (at Customer’s expense) to remedy such installation and/or maintenance.

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- 2.9. Customer acknowledges that HKSTP, as landlord, shall have the right to access the Colocation Rack and any part of the Building. If a caged or fenced area is provided to Customer by Telstra, Customer acknowledges that HKSTP shall be entitled to enter into the caged or fenced area for viewing and checking the premises with prior notice to Telstra.
- 2.10. Customer acknowledges and agrees that Telstra shall have the right to relocate Customer's Equipment or re-designate other part(s) of the Building as the Space or the Colocation Rack for provision of the Services to Customer as Telstra may deem fit at its absolute discretion. Should Customer decide not to accept such change or relocation, Customer may terminate the service for the affected Colocation Rack.
- 2.11. Telstra is expressly permitted to: (a) provide a copy of this Service Schedule, the Agreement Terms and the signed Service Order Form to HKSTP; and (b) disclose to HKSTP any information relating to the activities of the Customer (or its employees, customers, agents or subcontractors) conducted within the Building for HKSTP, to verify whether there has been a breach of Land Conditions.
- 2.12. The Customer acknowledges that Telstra shall have the absolute right to admit or remove any Authorized Representatives or any third party to and from the Colocation Rack, the Facility and the Building.
- 2.13. The Customer must not resell or re-supply the Services to any third party (who is not the signing party to this Agreement) in any event.
- 2.14. In no event shall any third party (who is not the signing party to this Agreement) be allowed to use the Services, to access the Colocation Rack or any part thereof and/or to act on the Customer's behalf in relation to this Agreement. The Customer shall not share the use of the Colocation Rack or Facility or any part thereof with its Affiliates or any other parties (who are not the signing party to this Agreement) in any event.
3. For the avoidance of doubt, all references to:
 - 3.1. "End User" in the Agreement Terms shall be deemed deleted;
 - 3.2. "your Premises" and/or all expressions purporting to refer to the Customer's premises in the Agreement Terms do not and shall not mean the Colocation Rack or the Building or any part thereof.
4. In relation to the provision of Service at HKCS1 or HKCS2, and notwithstanding any provision in the Agreement to the contrary, if there is any inconsistency or conflict among (i) the Building-specific terms and conditions above, (ii) any part of the Service Schedule, (iii) the Agreement Terms and (iv) the Service Order Form, the Building-specific terms and conditions above shall prevail and control to the extent of such inconsistency or conflict.

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Telstra Data Centre Services - Service Level Agreement



1. SERVICE LEVEL AGREEMENT

- 1.1 This SLA for Telstra Data Centre Services is part of the Agreement for the Service between Telstra and Customer.
- 1.2 This SLA applies only to Data Centre Colocation Services provided to Customer at one (or more) of the facilities identified by Telstra as: (a) HKCS1 or (b) HKCS2. The location of Customer's Service is set forth in the Service Order Form.

2. DEFINITIONS

In this SLA, capitalized terms shall have the meanings ascribed to them in this Clause 2. Terms used but not defined will have the meanings ascribed in the Agreement Terms, the Service Schedule or the Service Order Form.

- 2.1 "Available" means the duration of the month that the relevant Service objective is available for use and is not experiencing an Outage. "Availability" and "Available Time" shall have the corresponding meanings.
- 2.2 "Clause" means the relevant clause of this SLA.
- 2.3 "Credit" means a Service Level Credit.
- 2.4 "Outage" means the unavailability of the Service for reasons that include but are not limited to:
- 2.5 (a) a fault that is reported by Customer and is acknowledged by Telstra through the issuance of a Ticket; or (b) a fault that is detected by Telstra and recognized as a fault.
- 2.6 "Outage Time" means the cumulative time for all Tickets opened by Telstra in any month for an objective criterion. Outage Time commences as of the time indicated by Telstra's trouble ticket system and terminates at such time as the Service is restored completely. Outage Time excludes time attributable to excused Outages or Outages of the types described in Clause 3.4.
- 2.7 "Ticket" means the trouble ticket issued by Telstra in respect of an Outage reported by Customer, which will only be issued by Telstra when Customer provides sufficient information for Telstra to identify and confirm the fault.
- 2.8 "Unavailable" means duration where the Service is in Outage; the expression "Unavailability" shall have corresponding meaning.

3. SERVICE AVAILABILITY OBJECTIVE

3.1 Power Availability

Power is considered Unavailable when a functioning cabinet that is powered by two power circuits (dual feed), and both power circuits experience a simultaneous interruption in electrical power such that the cabinet experiences a complete loss of electrical power.

- (a) The following terms of this Clause 3.1(a) apply only to Services provided at the facility located at (a) HKCS1 and (b) HKCS2 as identified in Clause 1.2.

Telstra will use commercially reasonable efforts to maintain power Availability for the Service for 99.999% of a month. Subject to Clause 3.4 below, if Outage Time results from power Unavailability, Customer may be eligible to claim Credit for the affected Service, per Table A.

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TABLE A Credit: Power Availability	
Duration of Outage Time	Credit against MSC for affected Service(s)*
0 – 25.9 Secs	0%
26 Secs – 5 Mins	5%
6 – 240 Mins	10%
241 – 480 Mins	20%
481 Mins or More	30%

*Charges for Remote Hands Support, local access and third-party services are excluded from the MSC for purposes of Credit calculation.

(b) Chronic Outage:

The following terms of this Clause 3.1(c) apply only to Services provided at the facility located at (a) HKCS1 and (b) HKCS2 as identified in Clause 1.2. Customer shall be entitled to terminate the relevant Service by 30 days written notice if a “Chronic Outage” occurs without early termination charge. Chronic Outage is defined as (a) 3 consecutive months of breach of Power Availability commitment, or (b) any 6 incidents of breaches of Power Availability commitment in any rolling 12-month period. If Customer exercises the termination right as aforesaid, termination shall be the sole and exclusive remedy of Customer in relation to such service outage or incident.

3.2 Environmental Factor

The terms of this Clause 3.2 apply only to Service provided at the facility located at (a) HKCS1 and (b) HKCS2 as identified in Clause 1.2.

- (a) Temperature. For the purposes of this Clause 3.2(a), temperature is considered Unavailable when the temperature drops below 20C or exceeds 25C. Subject to Clause
- (b) 3.3 below, if Outage Time results from temperature Unavailability, Customer may be eligible to claim Credit for the affected Service, per Table B.
- (c) Humidity. For the purposes of this Clause 3.2(b), humidity is considered Unavailable when the humidity drops below 30% or exceeds 70%. Subject to Clause 3.3 below, if Outage Time results from humidity Unavailability, Customer may be eligible to claim Credit for the affected Service, per Table C.

TABLE C Credit: Environmental Factors	
Duration of Outage Time	Credit against MSC for affected Service(s)*
0 – 5 Mins	0%
6 – 240 Mins	10%
241 – 480 Mins	20%
481 Mins or More	30%

*Charges for Remote Hands Support, local access, and third-party services are excluded from the MSC for purposes of Credit calculation.

3.3 Exclusion Events

- 3.3.1 Customer shall notify Telstra as soon as possible upon an occurrence of a fault through the trouble ticket system of Telstra. Outage time commences as of the time indicated by the trouble ticket system of Telstra and terminates at such time as the Service is available for

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use but excludes time attributable to outages described in Clause 3.3.2 below.

3.3.2 Without limiting the definition of Exclusion Events in the Agreement Terms, the following events will also be considered Exclusion Events:

- (a) Outages attributable in whole or in part to Equipment, Customer's premises equipment (whether or not owned/operated by Customer), or to local access facilities ordered directly by Customer;
- (b) Outages attributable in whole or in part to any act or omission of Customer or any third party, including but not limited to agents, contractors or vendors of Customer;
- (c) A Force Majeure Event;
- (d) Service suspensions for maintenance or other purposes as specified in the Agreement Terms; and
- (e) Security breaches of the Network, including denial of service attacks, mail "bombs", spamming, network floods, hacking or other security lapses on your systems, equipment and network.

4. CREDITS

- 4.1 Customer must provide Telstra with a written request for a Credit under this SLA within thirty (30) days of the applicable service-affecting event. Failure to do so will void Customer's eligibility for any credit for such event.
- 4.2 If Customer is entitled to credits pursuant to more than one Service Availability criterion but due to the same Service-affecting incident, Customer will only receive the largest possible single credit that Customer would otherwise be entitled to under an individual Service Availability criterion.
- 4.3 Credits of all types are subject to a cumulative maximum per month equal to thirty percent (30%) of the MSC of the affected Service during the applicable month. Telstra will only issue one cumulative Credit with respect to any month.
- 4.4 Credits may not be applied to governmental fees, taxes, surcharges, local access charges or any charges other than MSC.
- 4.5 Credits will, in general, be reflected in the second invoice following the resolution of the claim.
- 4.6 Any credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to other Telstra services. All unused Credits will expire six (6) months after their accrual. Termination of the Service due to Customer's non-payment or other breach will irrevocably void all accrued but unused Credits.