

Service Terms

1 GI Service description

- 1.1 The Global Internet (**GI**) Solution provides connectivity between an access end point (a **Port**) located at Telstra’s point of presence (**PoP**) in the country in which Customer’s Site is located and the internet.
- 1.2 Ports are available at speeds as advised by Telstra from time to time.
- 1.3 The following GI Solutions are available:
- (a) Global Internet Direct Service (**GID Service**) which includes the following options, each of which is further described in Sections 1.5:
 - (i) standard GID Service (**GID Standard Service**); or
 - (ii) economy GID Service (**GID Economy Service**),
 - (b) Global Internet Extension Service (**GIE Service**) which includes the following options, each of which is further described in Sections 1.8-1.10;
 - (i) standard GIE Service (**GIE Standard Service**); or
 - (ii) router GIE Service (**GIE Router Service**),

(each a “**GI Service**”).
- 1.4 The GI Services do not support transit and ISP traffic applications.

GID Service

- 1.5 Where Customer selects a GID Standard Service, Customer’s traffic will be transmitted via dedicated capacity on Telstra’s Network.
- 1.6 Where Customer selects a GID Economy Service, Customer’s traffic may share a limited amount of contended capacity on Telstra’s Network with other GID Economy Service customers in that country.

Optional Service Features available with GID Services

- 1.7 Optional value added service features are available to be ordered with GID Services. These optional service features are described in the Optional Service Features Attachment, set forth in Attachment 1 to this Service Schedule.

GIE Service

- 1.8 The GIE Service provides internet access for small sites, backup or remote locations.
- 1.9 The GIE Standard Service offers expanded coverage internet access based on one of the following Local Access types: Digital Subscriber Line technology (ADSL, SDSL, HDSL, VDSL), Private Line, Cable, Satellite (2-way), Wireless and 3G Mobile networks. Local Access speeds for the Standard GIE Service range from 64kbit/s up to 47Mbit/s, depending upon location.
- 1.10 Each GIE Router Service provides Customer with a GIE Standard Service and a router which will be connected to the internet on one side and connected to Customer’s LAN on the other. The router will be provided and configured by Telstra as per the details set in the Order.

Foreign GI Service

- 1.11 Telstra can provide its One Stop Shop Service (**OSS**) on the terms set out in the One Stop Shop Service Attachment, set forth in Attachment 2 to this Service Schedule.

Faults

- 1.12 If Telstra elects, in its sole discretion, to perform any remedial work relating to a problem that has arisen in or in connection with:
- (a) Customer equipment or other equipment or software that does not form part of a GI Service, with the Customer’s permission; or
 - (b) a GI Service resulting from a breach of the Agreement by the Customer,
- then
- (c) the Customer must pay Telstra for such work at Telstra’s then current time and materials rates; and
 - (d) Telstra will not be liable to the Customer in any way if Telstra is unable to correct the Customer problem.

2 Local Circuit

- 2.1 For the GID Service, a Local Circuit is required to provide digital transmission between Customer’s Site in a country and Telstra’s PoP in that country. The Customer may purchase the Local Circuit from Telstra (**Local Access**), where available, upon the terms and conditions contained in this Section 2 and subject to additional charges. In addition, from time to time, Telstra may agree to order the Local Circuit from third party providers as Customer’s agent, subject to receiving an appropriate letter of agency and the terms and conditions contained in the Agreement.
- 2.2 Where Local Access is set out in the Order for a GID Service that GID Service includes that Local Access.
- 2.3 Telstra’s Local Access is provided by means of third party products and services obtained by Telstra on behalf of the Customer, through local in-country service providers and vendors. Such third party products may include telecommunication circuits, and telecommunication hardware and equipment such as PADs, routers, switches, DSUs/CSUs and modems. The Customer acknowledges that title to any of such third party products or to any products owned by Telstra remains with the relevant owner and will not transfer to the Customer pursuant to this Agreement.
- 2.4 Availability of Telstra’s Local Access varies according to the location and local in-country regulations.
- 2.5 Where Telstra supplies the Local Access in Australia or any Australian Domestic Private Line Service to connect a Site to a GID Service, the relevant sections of Our Customer Terms for that Australian Local Access or Australian Domestic Private Line will apply to the supply of such Services to the extent they are not inconsistent with any other part of the Agreement. Early termination fees and service levels in Our Customer Terms do not apply.
- 2.6 The Customer may elect to arrange a Local Circuit provisioning for use in conjunction with the GID Service itself through a provider other than Telstra. If it does so:
- (a) the Service Start Date for the GID Service will not be subject to the Local Circuit being available for use by the Customer; and
 - (b) the Customer shall use reasonable efforts to ensure that:
 - (i) the Local Circuit is installed, tested and made available in good time to enable the GID Service to be provided on or before the Service Start Date;
 - (ii) the interfaces between the Local Circuit and the Telstra PoP conform to Telstra’s technical standards and specifications;
 - (iii) the third party telecommunications provider which provides the Local Circuit deals directly with, and provides reasonable assistance to, Telstra, in relation to the connection and inter-working of the GID Service and the Local Circuit and the Customer provides the necessary information to enable the connection of the Local Circuit to the GID Service; and

- (iv) there is continued operation of the Local Circuits during the Service Term, which efforts shall include promptly settling all invoices for the Local Circuits.
- 2.7 If the supply of a Local Circuit arranged by the Customer expires or is suspended, withdrawn or terminated for any reason before the expiration of the Service Term, then the Customer continues to be liable for all charges payable for the GID Service.
- 2.8 Notwithstanding anything contained in the Agreement Terms to the contrary, when the Customer arranges its own Local Circuit from its Site to the Telstra PoP with a third party telecommunications provider,
- (a) Telstra will connect the Local Circuit to its PoP, but it is **not** responsible for providing any telecommunications service, cabling, hardware or software to bring the Local Circuit, or to enable Telstra to connect the Local Circuit, to the Telstra PoP; and
 - (b) Telstra is **not** responsible for the Local Circuit, connections or cabling beyond its PoP.
- 2.9 For the GIE Service, a Local Access is included within the Service.

3 Service Term

- 3.1 Telstra will provide Customer with a test period of two Business Days commencing on the date Telstra notifies Customer that the GI Service is ready for testing, whether or not any associated Customer or third-party equipment, software or services (including, without limitation, any Customer-supplied Local Circuits) are installed or ready-for-use (**Test Period**). If, prior to the conclusion of the Test Period:
- (a) Customer notifies Telstra of a suspected Provisioning Fault, Telstra will investigate and if Telstra discovers any Provisioning Fault, Telstra will endeavour to rectify any Provisioning Fault before re-delivering the GI Service to Customer, and a new Test Period will begin on the date of re-delivery; or
 - (b) Customer does not notify Telstra of a suspected Provisioning Fault which is confirmed by Telstra as a Provisioning Fault, Customer is deemed to accept the GI Service on completion of the Test Period.
- 3.2 If Customer reports a Provisioning Fault within the Test Period and Telstra is able to certify through tests that there is no Provisioning Fault, Customer will be deemed to accept the GI Service on completion of the Test Period.
- 3.3 Telstra will commence billing Customer on the earlier of the date Customer accepts the GI Service or is deemed to have accepted the GI Service under Section 3.1(b) or 3.2 (**Service Start Date**).
- 3.4 The Initial Service Term for a GI Service is specified in the Order for that GI Service or if no period is specified then the Initial Service Term is 12 months (**Initial Service Term**).
- 3.5 After the Initial Service Term, the Service Term for each:
- (a) GID Service automatically renews in accordance with the Agreement Terms;
 - (b) GIE Service automatically renews for a further 12 months on the existing term and conditions, notwithstanding anything to the contrary set forth in the Agreement Terms,

unless either party notifies the other by giving at least 60 days notice before the end of the Initial Service Term, or the then-current Renewal Period that it does not wish the Service Term to extend automatically.

4 Ordering GI Services

- 4.1 If Customer submits an order to Telstra to order a new, or to vary or cancel an existing, GI Service, Telstra reserves the right in its sole discretion to accept such Customer order, request that Customer provide Telstra with further details or reject Customer's order.

Variation to existing GI Services

- 4.2 If the Order is to upgrade an existing GI Service, a new Initial Service Term for that GI Service will apply from the

Service Start Date for the upgraded GI Service.

- 4.3 If the Order is to downgrade an existing GI Service during the Initial Service Term then that downgrade is an Early Termination Event and Early Termination Fees, to the extent applicable, are payable in accordance with Section 4.4 below.

Early Termination Fees

- 4.4 If an Early Termination Event occurs:
- (a) prior to the date Telstra notifies Customer that the GI Service is ready for testing, the Early Termination Fee is a sum equal to:
 - (i) one month’s monthly recurring charge for the GI Service; and
 - (ii) any out-of-pocket expenses incurred as a result of the termination of that GI Service prior to the end of the Initial Service Term including without limitation (A) any early termination fees charged by Service Providers; and (B) any installation charges charged by such Service Providers that Telstra had amortized over the Initial Service Term to the extent such installation charges have not yet been repaid;
 - (b) any time thereafter prior to the expiration of the then current Service Term for a GID Service, the Early Termination Fee is a sum equal to the percentage of the charges, as set out in Table 1 below, that would have been payable by Customer for the GID Service for the remainder of the then current Service Term, if the Early Termination Event had not occurred;

Table 1 – GID Service Early Termination Fee

Months in the then-current Service Term	Percentage of the charges payable for the months or parts thereof after termination
Months 1 – 12 of the then-current Service Term	100%
Months 13 – 24 of the then-current Service Term	75%
Months 25 – end of the then-current Service Term	50%

GID Service Early Termination Fee Examples

- If an Early Termination Event for a GID Service with a Renewal Period of 12 months occurs at the end of month 4 of the Renewal Period, the Early Termination fee will be:
(8 months x monthly charges) x 100%
 - If an Early Termination Event for a GID Service with an Initial Service Term of 36 months occurs at the end of month 4 of the Initial Service Term, the Early Termination Fee will be:
((8 months x monthly charges) x 100%) + ((12 months x monthly charges) x 75%) + ((12 months x monthly charges) x 50%)
 - If an Early Termination Event for a GID Service with an Initial Service Term of 36 months occurs at the end of month 30 of the Initial Service Term, the Early Termination Fee will be:
(6 months x monthly charges) x 50%.
- (c) any time thereafter prior to the expiration of the then current Service Term for a GIE Service, the Early Termination Fee is a sum equal to any out-of-pocket expenses incurred as a result of the termination of that GI Service prior to the end of the then current Service Term including without limitation (A) any early termination fees charged by Service Providers; and (B) any installation charges charged by such Service Providers that Telstra had amortized over the Initial Service Term to the extent such installation charges have not yet been repaid.

5 Charges

- 5.1 The charges payable by Customer to Telstra for each GI Service are set out in the Order for that GI Service and include:
- (a) a fixed non-recurring charge;
 - (b) a monthly recurring charge and/ or a variable usage charge; and
 - (c) for a variation of an existing GI Service, the charges advised by Telstra.
- 5.1 Fixed charges are payable in advance and variable charges based on usage are payable in arrears. In the case of GID Services only, the monthly recurring charge, is either a fixed rate monthly charge specified on the Customer Order; or a monthly Committed Usage Charge, as set out in the relevant Customer Order, for use of a specific amount of bandwidth (the “Committed Usage Amount”) for each Port and for provision of the required port capacity. If the Order specifies a Committed Usage Charge, then an additional usage charge will apply, as specified in the Customer Order, if Bandwidth Utilization (as defined below) during the applicable month exceeds the Committed Usage.
- 5.2 Bandwidth Utilization shall be determined by sampling Internet bandwidth utilization at 5 minute intervals throughout the month. At end of the month, all data samples are sorted from highest to lowest and the top 5% will be discarded. The highest remaining data sample will then be used as the basis in computing the bandwidth utilization percentage for that particular month.

6 Service Levels

Service Level Scope

- 6.1 The Service Levels apply to GID Services only. No Service Levels are offered for GIE Services.
- 6.2 A Foreign Carrier’s Service does not form part of the GI Service. Service Levels do not apply to a Foreign Carrier’s Service
- 6.3 The targets for the Service Levels are described below (**Service Level Targets**). Service Level Targets are subject to change by Telstra from time to time on 30 days’ notice to Customer, which Telstra may give by email. If Telstra makes an adverse change to a Service Level Target Customer may, within 30 days of Telstra notifying Customer of the change, request that Telstra review the change. Telstra will advise Customer if, as a result of Telstra’s review, there is any change to the Service Level Target. If Telstra determines that the original change to the Service Level Target will continue to apply, Customer may terminate each affected GID Service on 30 days notice without payment of any Early Termination Fee.
- 6.4 All Service Levels are, unless otherwise specified, measured on a calendar month basis, and shall only be calculated for full calendar months during the Service Term. Any Credit to which Customer is entitled in a month in respect of a GID Service is calculated by reference to the Relevant Credit Charges for the affected GID Service in that month.

Credit

- 6.5 To claim a Credit, Customer must follow the procedure set out in the Agreement Terms. Each Service Level is also subject to the Exclusion Events set out in the Agreement Terms and, where applicable, this Schedule.
- 6.6 Credits and any rights to cancel a GID Service under the Service Levels are Customer’s sole remedy for Telstra’s breach of a Service Level and under no circumstances shall failure to achieve such Service Levels be deemed a breach of this Agreement by Telstra or entitle Customer to terminate the unaffected GID Services or the Agreement.
- 6.7 The aggregate Credit with respect to any month in which the Service Level was not met is subject to a cap of 100% of the Relevant Credit Charges for that GID Service in that month.
- 6.8 Any Credits referenced hereunder shall be applied to Customer’s account for the affected Services. No amounts will be refunded or paid directly to Customer.

6.9 The Service Levels applicable to GID Services, and the Relevant Credit Charges are as follows:

Table 2 - Service Levels and Relevant Credit Charges for GID Services

Types of Service Levels	GID Services	
	Applicable Service Levels	Relevant Credit Charges
Service Delivery	Service Provisioning Time (SPT)	The first month's MRC for the applicable GID Port
Service Reliability	Port Availability	Port MRC
	Local Access Service Availability (each, Availability)	Port MRC
	Mean Time to Restore (MTTR)	Port MRC
Network Performance	PoP-to-PoP Round Trip Delay (RTD)	Port MRC
	PoP-to-PoP Packet Delivery Ratio (PDR)	Port MRC

Port MRC means the monthly recurring charge for the applicable Port that does not meet the applicable Service Level during the applicable month (expressly excluding, among other things, any additional usage charge imposed for exceeding the Committed Usage Amount for any GID Service with a Committed Usage Charge, or any other non-recurring charges or any monthly recurring charges for any associated Local Access or other service).

6.10 Any Service Level measure which is expressed to be PoP-to-PoP is a carrier network level measurement. As such, the measure does not necessarily reflect the actual GID Service performance at the individual GID Service level.

6.11 Measurement points for carrier network performance parameters, being PE Routers enabled with a device to measure continuous GID traffic flow over Telstra's GID Network, are identified by Telstra on the PoP List. This list may be changed from time to time, as advised by Telstra. Network Performance Service Levels are only measured for PoPs enabled with an SAA router.

Service Delivery – Service Provisioning Time

6.12 Telstra will provide Customer with a service delivery date in writing for each GID Service, after completing a feasibility assessment (**Firm Delivery Date**).

6.13 If the Service Start Date for a GID Service with a Firm Delivery Date is delayed by Telstra beyond the Firm Delivery Date (other than as a result of an Exclusion Event, including without limitation, the Customer's unavailability upon the Firm Delivery Date, Customer's providing incomplete or inaccurate information on the Order, or Customer changing information on the Order), Customer is entitled to claim a Credit of 5% of the Relevant Credit Charges for the delayed GID Service for each Business Day (in the jurisdiction(s) where the affected GID Service is being installed) of delay past the Firm Delivery Date up to a maximum of 100% of the Relevant Credit Charges for the delayed GID Service.

6.14 If a GID Service is not delivered within 31 days of its Firm Delivery Date other than as a result of an Exclusion Event, Customer may cancel that GID Service without the payment of Early Termination Fees, by providing notice to Telstra at least 10 Business Days before the earlier of the scheduled or actual delivery date; provided

that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of any included Local Access.

- 6.15 Where the Order for a GID Service is changed at Customer’s request, then Sections 6.13 and 6.14 will not apply unless a new feasibility assessment is conducted and Telstra advises Customer in writing of a new Firm Delivery Date.

Service Availability

- 6.16 From the Service Start Date for each GID Service, Telstra will endeavour to provide Availability:
- (a) at 99.99% for each Port; and
 - (b) at 99.90% for associated Local Access supplied with dedicated leased line or Ethernet Local Access,
- for each full calendar month during the applicable Service Term (**Service Availability Service Level Target**).
- 6.17 If for any full calendar month, the Availability of a GID Port is 99.98% or less, Customer is entitled to claim a Credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected GID Service, calculated in accordance with Table 3, dependent upon the Availability of such GID Port for the applicable calendar month.
- 6.18 If for any full calendar month, the Availability of the Local Access component of a GID Service is 99.89% or less, Customer is entitled to claim a Credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected GID Service, calculated in accordance with Table 3, dependent upon the Availability of such Local Access Service for the applicable calendar month.

Table 3 - Service Availability Credit

Measurement	Availability calculated as a percentage	Credit (Not Cumulative)
Port	99.98%-99.86%	10%
	99.85%-99.45%	30%
	<99.45%	50%
Local Access	99.89% - 99.86%	10%
	99.85%-99.45%	15%
	<99.45%	20%

- 6.19 Where a GID Service is Unavailable in a month due to a combination of faults on the Port and the Local Access, the Credit for a failure to meet the Service Availability Target for that GID Service Type will be the higher of:
- (a) the Credit payable where the Unavailability is caused by the Port; and
 - (b) the Credit payable where the Unavailability is caused by the Local Access,
- calculated in accordance with Table 3.
- 6.20 The Credit payable for the failure to meet the Service Availability Target in respect of a GID Service in a month is capped at 50% of the Relevant Credit Charges for that GID Service for that month.
- 6.21 If a GID Service experiences either:
- (a) a single period of Unavailability in excess of 24 hours in any month; or

- (b) three or more distinct periods of Unavailability of eight hours or longer in any six month period,

Customer may cancel the affected GID Service without the payment of Early Termination Fees provided that Customer provides at least 45 days’ written notice of cancellation to Telstra, which notice must be delivered within 15 days of the event giving rise to the right to cancel under this Section 6.22, provided further that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of the included Local Access.

For the purpose of this Service Availability Service Level, a period of Unavailability will not be distinct from a preceding period of Unavailability to the extent the trouble ticket for the original period of Unavailability remains open.

Meant Time to Restore (MTR))

- 6.22 Mean Time to Restore means the sum of all minutes of Unavailability for a GID Service during a month divided by the total number of Global Service Interruptions that gave rise to such Unavailability on that GID Service in that month.
- 6.23 The Mean Time to Restore Service Level Target for each GID Service is four hours for each full calendar month during its Service Term (**MTTR Service Level Target**).
- 6.24 If the Mean Time to Restore for a GID Service is more than four (4) hours for any full calendar month Customer is entitled to a Credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected GID Service, calculated in accordance with Table 4.

Table 4 - MTTR Credits

Mean Time to Restore calculated in minutes*	Where Unavailability is caused by the Port	Where Unavailability is caused by the Local Access
241 minutes – 480 minutes	10%	10%
481 minutes – 720 minutes	15%	13%
721 minutes – 960 minutes	20%	15%
961 minutes – 1200 minutes	25%	18%
1201 minutes – 1440 minutes	30%	20%
Each 24 hour period thereafter	35% (in addition to the 30% for MTTR of 1201 minutes – 1440 minutes)	10% (in addition to the 20% for MTTR of 1201 minutes – 1440 minutes)

*Mean Time to Restore measurements are rounded down to the nearest minute.

- 6.25 Where the Mean Time to Restore for a GID Service Type exceeds the MTTR Service Level Target for a month due to Unavailability caused by a combination of faults on the Port and the Local Access, the Credit will be the higher of:
 - (a) the Credit payable where the Unavailability is caused by the Port; and
 - (b) the Credit payable where the Unavailability is caused by the Local Access,
 calculated in accordance with Table 4.

Pop-to-Pop Round Trip Delay (RTD)

- 6.26 RTD is a measure of the monthly average round trip delay performance for each GID Service. RTD is measured PoP-to-PoP using sample data sent at 5 minute intervals between PE Routers enabled with a device to measure continuous traffic over Telstra’s GID Network. If none of the sample data is received back for a measurement test, it is assumed that there is a line fault and the test is excluded.

- 6.27 The current RTD Service Level Targets for Customer’s GID Service are set forth on Exhibit A to this Service Attachment
- 6.28 If the RTD on a GID Service exceeds the RTD Service Level Target for the relevant GID Service in a month, Customer is entitled to claim a Credit of 5% of the Relevant Credit Charges for such GID Service for such month.

Pop-to-Pop Packet Delivery Ratio (PDR)

- 6.29 PDR is a measure of the monthly average packet delivery performance for each GID Service per month. Throughput is measured PoP-to-PoP using sample data sent at 5 minute intervals between PE Routers enabled with a device to measure continuous traffic over Telstra’s GID Network. If none of the sample data is received back for a measurement test, it is assumed that there is a line fault and the test is excluded.
- 6.30 The Packet Delivery Ratio target for each GID Service in any month is 99.0% (**PDR Service Level Target**).
- 6.31 If PDR does not meet the PDR Service Level Target for a particular GID Service, Customer is entitled, in respect of that month, to claim a Credit of 10% of the Relevant Credit Charge for such GID Service for such month.

7 Policies

- 7.1 Policies relating to IP addresses and routing protocols apply to the GI Service (**Policies**). Customer must comply with the Policies.
- 7.2 The Policies may be amended by Telstra from time to time on 30 days notice to Customer, which Telstra may give by email. The current Policies for the IP VPN Services are set forth in Attachment 3 to this Service Schedule.
- 7.3 Any use of a GI Service must be in accordance with Telstra’s Acceptable Use Policy currently located at <http://www.telstrainternational.com/legal/acceptable-use-policy/> as may be amended from time to time upon notice by Telstra, which notice may be provided, notwithstanding anything contained herein to the contrary, by email, posting on a Telstra web site or in any manner permitted under this Agreement.

8 Definitions

- 8.1 In this Service Schedule, unless otherwise indicated, terms defined in the Agreement Terms have the same meaning as in the Agreement Terms and the following definitions apply:
- Australian Domestic Private Line** means a domestic connecting carriage service in Australia for the purpose of connecting two or more of Customer’s Sites in Australia.
- CE Router** means the customer edge router at Customer’s Site.
- International Backbone Network** means a Network or group of Networks used by Telstra to carry GI Services between PoPs in different countries around the world.
- Local Circuit** means the domestic connecting carriage service providing a direct connection between a PoP and Customer’s Site.
- Month** or **month** means a 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.
- One Stop Shop Service** or **OSS** means the One Stop Shop Service described in the One Stop Shop Service Attachment.
- PE Router** means the provider edge router at a PoP.
- PoP** means a point of presence in a country housing an access node which connects to the International Backbone Network.

PoP List means the table of locations, available from Telstra on request, (city, state and country) where there are PoPs, subject to change by Telstra on 30 days’ written notice to Customer.

PoP-to-PoP means between two PoPs on the International Backbone Network.

Provisioning Fault means any packet drop occurred when a ping test is performed for 1000 packets of 1500 bytes from a loopback IP address on one PE Router to another loopback IP address on another PE Router and then to another loopback IP address on the CE Router used by you to connect to, access and use the GI Service.

Service Level for a GID Service is defined in Section 6.

Site means a location to which a GI Service provided to Customer is supplied or connected.

Site-to-Site means the entire Network connectivity path enabled by a GI Service to connect one Site to another Site but excluding any intra-country Private Line.

Telstra Group means Telstra Corporation Limited and its wholly owned subsidiaries.

Attachment 1 – Optional Service Features available with GID Services

Telstra may provide optional service features as set out in this Attachment or as advised by Telstra from time to time.

1 Blackhole Routing

- 1.1 Blackhole Routing is an optional service feature. For Blackhole Routing to apply, it must be stipulated on the applicable Order for the applicable GID Service and cannot be ordered subsequently for such Service. Blackhole Routing gives Customer the ability to request that internet traffic sent to certain of Customer’s designated routed prefixes announced over the public Internet from Customer’s GID Service be dropped within Telstra’s International Backbone Network before delivery to Customer.
- 1.2 Telstra does not offer any Service Levels to Customer for the Blackhole Routing feature. Customer acknowledges that Blackhole Routing functionality is provided on an “AS-IS” basis, and whilst Telstra will use good faith efforts to provide this functionality, Telstra cannot guarantee that all unwanted, undesirable or otherwise uninvited traffic will not be delivered, notwithstanding the activation of this service feature. Among other things, Telstra does not warrant that the Blackhole Routing feature will be available on a continuous, fault-free basis and Telstra shall have no liability whatsoever for the performance or non-performance of the Blackhole Routing feature.

2 Domain Name Service Resolver

- 2.1 The Domain Name Server (DNS) Resolver Service (**DNS Resolver Service**) is a service Telstra offers Customer to resolve and respond to Customer’s requests for mapping of Internet domain names to Internet IP addresses and Internet IP addresses to Internet domain names.
- 2.2 To access the DNS Resolver Service, Customer must acquire a Telstra Global Internet Direct service (**GID Service**); with a dedicated connection from Customer’s premises to the closest GID Service POP (**GID Access Connection**) and must use static routing on this connection.
- 2.3 Customer must use statically announced IP addresses in the GID Access Connection to access the DNS Resolver Service. Customer will not be able to access the DNS Resolver Service if Customer uses BGP routing on the GID Access Connection.
- 2.4 Telstra shall supply to Customer any technical information necessary to allow Customer to configure Customer’s network to use the DNS Resolver Service.
- 2.5 Customer is solely responsible for Customer’s use of the DNS Resolver Service and must do so in accordance with the terms and conditions of this Agreement.
- 2.6 Customer is solely responsible to ensure Customer’s network facilities that it uses to access and use the DNS Resolver Service are secured from any potential threat or risk of attack from third parties.
- 2.7 Telstra does not offer any Service Levels to Customer for the DNS Resolver Service. Customer acknowledges that the DNS Resolver Service is provided on an “AS-IS” basis. Among other things, Telstra does not warrant that the DNS Resolver Service will be available on a continuous, fault-free basis and Telstra shall have no liability whatsoever for the performance or non-performance of the DNS Resolver Service.

Attachment 2 – One Stop Shop Service Attachment

1 Requirement for OSS

- 1.1 This Attachment only applies if Telstra provides our One Stop Shop Service to Customer.
- 1.2 In certain jurisdictions (including India) Telstra is unable, for legal, regulatory or Foreign Carrier policy reasons, to supply a Service to Customer (**Foreign Jurisdictions**).

2 Provision of OSS

- 2.1 In some Foreign Jurisdictions Telstra has relationships with carriers (**Foreign Carrier**) which enable traffic to be transmitted between a Service provided by Telstra and a corresponding type of service provided by the Foreign Carrier (**Foreign Carrier’s Service**). The Foreign Carrier’s Service may be, where the Service is:
 - (a) an IPL, EPL, ATM or Frame Relay Half Circuit, a corresponding half circuit using the same transmission technology at the Z end;
 - (b) IP VPN, EVPL or VPLS, a port and Local Circuit capable of communicating with the applicable GWAN Service provided by Telstra; or
 - (c) the Z end of any other transmission technology types advised by Telstra from time to time.
- 2.2 To assist Customer to obtain and manage a Foreign Carrier’s Service Telstra can provide our One Stop Shop Service (**OSS**).
- 2.3 OSS provides single end ordering, single end billing and single end fault reporting for the Foreign Carrier’s Service as set out below:
 - (a) Single end ordering: Telstra will assist Customer to obtain a Foreign Carrier’s Service from a Foreign Carrier by ordering, assisting with arrangement of installation and, at the end of the relevant term, terminating the Foreign Carrier’s Service on Customer’s behalf;
 - (b) Single end billing: Telstra will bill Customer the charges for each Foreign Carrier’s Service and pay those charges to the Foreign Carrier on Customer’s behalf. The charges for each Foreign Carrier’s Service are determined by the Foreign Carrier and are payable in accordance with the Foreign Carrier’s terms and conditions. If the Foreign Carrier varies the charges for the Foreign Carrier’s Service, Telstra will make a corresponding variation to the charges billed pursuant to this Section 2.3(b) for that Foreign Carrier’s Service. If Telstra reasonably considers it necessary for regulatory reasons, Telstra may cease providing single end billing and Customer will have to pay the charges for each Foreign Carrier’s Service directly to the Foreign Carrier;
 - (c) Single end fault reporting: Customer may report faults on each Foreign Carrier’s Service to Telstra. Telstra has no liability to Customer, any party occupying the premises where the Foreign Carrier’s Service terminates (**End User**) or any other party in respect of the Foreign Carrier’s Service, its performance or the ability to claim Credits under Customer’s contract with the Foreign Carrier.
- 2.4 Telstra may, in its sole discretion, offer Service Levels (including Credits) over the Foreign Carrier’s Service. If Telstra does so:
 - (a) this is Telstra’s commercial decision and does not make Telstra the supplier of the Foreign Carrier’s Service; and
 - (b) Telstra may retain any Credits received from the Foreign Carrier.
- 2.5 Foreign Carrier’s Services in respect of which Telstra provides OSS are set out in the Order and are noted as having OSS apply to them.
- 2.6 Notwithstanding anything to the contrary in this Agreement, any IPL, ATM or Frame Relay Service Half Circuit from, IP VPN Service or any other Service in, India, Papua New Guinea or Fiji set out in the Order is a Foreign

Carrier’s Service to which OSS applies.

- 2.7 Where Telstra provides OSS to assist Customer to obtain and manage a Foreign Carrier’s Service, OSS forms part of the GWAN Service to which the OSS relates but the Foreign Carrier’s Service does not.
- 2.8 If a Foreign Carrier cancels the provision of the services it provides to Telstra to enable Telstra to provide OSS to Customer Telstra may cancel any OSS with effect from a date no later than the date such cancellation by the Foreign Carrier takes effect.

3 Foreign Carrier’s Service

- 3.1 The Foreign Carrier’s Service for which Telstra provides OSS is:
- (a) acquired by Customer directly from the Foreign Carrier;
 - (b) provided by the Foreign Carrier and subject to the Foreign Carrier’s own terms and conditions (including any applicable service level agreement and early termination fees); and
 - (c) not part of the GWAN Service and is not provided to Customer by Telstra.

4 Appointment

- 4.1 Where Customer requests Telstra to provide OSS, Customer appoints, or if required by Telstra will have any applicable End User appoint, Telstra or another member of the Telstra Group nominated by Telstra, to act as agent (the **Agent**) to do the things contemplated by Section 2.3 of this Attachment.
- 4.2 Telstra or the Foreign Carrier may require that a warranty of agency, or similar document, be signed by Customer or the End User rather than Customer. Where Telstra advises Customer that a warranty of agency, or similar document, needs to be signed by the End-User, Customer must procure that the End User does so.
- 4.3 If another member of the Telstra Group is the Agent, or if the Agent is appointed as agent for the End User, OSS remains supplied by Telstra to Customer on the terms and conditions of this Agreement.
- 4.4 Where Telstra or another member of the Telstra Group are the Agent of the End User, Customer is solely responsible for ensuring that the End User agrees and understands that:
- (a) OSS is being provided by Telstra to Customer and by Customer to the End User;
 - (b) the End User must deal only with Customer in relation to the OSS; and
 - (c) Telstra and the other member of the Telstra Group, where applicable, have no liability whatsoever to the End User or any other party.
- 4.5 Customer agrees to indemnify Telstra, and where Telstra is not the Agent then the Agent and Telstra, against any loss, cost, damage, liability or expense incurred by, or any claim against, Telstra or the Agent in relation to the Foreign Carrier’s Service, the Agent’s performance of duties as agent for Customer or the End User and the supply by Telstra of OSS to Customer. If Telstra are not the Agent then the benefit of Customer’s obligations under this Section 4.5 in respect of the Agent are deemed to inure to the Agent and Telstra may exercise and enforce the Agent’s rights under this Section 4.5 for and on behalf of the Agent.

5 Management fee and Taxes

- 5.1 Customer acknowledges that Telstra may charge Customer a management fee for providing OSS and include this in the Single End Billing charges.
- 5.2 All Taxes on charges for a Foreign Carrier’s Service are payable by Customer. Customer indemnifies Telstra against any Tax liability Telstra incurs in relation to the Foreign Carrier’s Service or charges payable in respect of the Foreign Carrier’s Service.

Attachment 3 - Global Internet (GI) Solutions –Policy

1 Special Conditions for Global Internet Solutions

- 1.1 This Policy applies to the GI Services.
- 1.2 This Policy sets out Telstra's policies in relation to IP addresses and routing protocols that apply if Telstra supplies GI Services to Customer.
- 1.3 This Policy may be amended by Telstra from time to time on 30 days' notice to Customer, which Telstra may give by email. Terms used in this Policy have the meaning given to them in the Global Internet Solutions Schedule.

IP Addresses Policy

- 1.4 The terms and conditions in Sections 1.5 to 1.9 of this Policy apply where Telstra provides IP addresses to Customer (see the IP Routing section of the Order regarding Customer's requests for IP addresses).
- 1.5 If Telstra agrees to provide IP addresses to Customer, Telstra grants to Customer a non-exclusive, non-transferable revocable licence to use each IP Address (**Licensed IP Addresses**) in Customer's equipment for the sole purpose of enabling Customer equipment to access Telstra's PoP. Telstra reserves the right to charge Customer for Licensed IP Addresses. Any charges for Licensed IP Addresses will be set out in an Order.
- 1.6 Customer may only use the Licensed IP Addresses granted by Telstra for the intended purpose stated by Customer at the time Telstra agrees to supply the Licensed IP Addresses to Customer, 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 GI Port; and
 - (b) the Equipment Address – as the IP address for Customer Equipment that will use the GI Port.
- 1.7 Telstra may suspend or terminate the licences to use the Licensed IP Addresses where Customer use such Licensed IP Addresses for any purpose other than those set out in Section 1.6 above.
- 1.8 Customer's 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 GI Service to Customer);
 - (b) cancellation of the relevant GI Service; or
 - (c) Telstra ceasing to provide the relevant GI Service to Customer.
- 1.9 Telstra may change a Licensed IP Address:
 - (a) on fifteen (15) days' written notice to Customer; 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.
- 1.10 Where Customer provides Customer's own IP addresses:
 - (a) Telstra may, as a condition of providing the GI Service, require Customer to provide Telstra with IP addresses from within a certain block agreed between the parties (**Customer Supplied IP Addresses**);
 - (b) Customer grants to us a non-exclusive, non-transferable, revocable licence to use Customer's Supplied IP Addresses for the purpose of providing the GI Service; and
 - (c) Telstra's licence to use Customer Supplied IP Addresses terminates immediately upon

Telstra ceasing to provide the relevant GI Service to Customer.

Attachment 3 - Global Internet (GI) Solutions –Policy

- 1.11 If Customer advertises IP addresses which are not provided by Telstra, Telstra may request written permission from the registered owner of Customer Supplied IP Addresses to route those IP addresses on Customer's behalf. If Telstra does not receive such written permission when requested, Telstra reserves the right to refuse to route Customer Supplied IP Addresses through Telstra's, or its Service Provider's Network.
- 1.12 If Customer uses Customer Supplied IP Addresses for Customer GI Service, Customer must use Customer Supplied IP Addresses for all interfaces associated with the use of that GI Service (including the Port IP Address and Customer Equipment IP Address).
- 1.13 Customer must give Telstra at least fifteen (15) days' prior written notice of any change in Customer Supplied IP Addresses.
- 1.14 On termination or revocation of a license to use a Licensed IP Address, Customer must immediately cease using and remove the Licensed IP Address from all software and hardware devices in the CPE.
- 1.15 If Customer advertises IP addresses which are not provided by Telstra, Telstra may, in its sole discretion, request, or require that the Customer obtain, written permission from the registered owner of those IP addresses to route those IP addresses on the Customer's behalf. If Telstra does not receive such written permission when requested, Telstra reserves the right to refuse to route such IP addresses advertised by the Customer through the Telstra IPVPN Network. If Telstra otherwise receives a request from the registered owner of those IP addresses to cease such routing, it reserves the right to do so without notice and approval of the Customer.

Terminating Router Policy

- 1.16 Customer acknowledges and agrees that multiple telecommunications services connected to the same Telstra PoP may not terminate on the same router.

Routing Protocols Policy

- 1.17 Customer must ensure that the required routing protocols are implemented and operated between Customer Equipment and Telstra's Network. Telstra may change routing protocols, on five (5) days' written notice to Customer.

Global Internet Solutions - RTD Service Level Target
Global Internet Direct (Economy)
CONFIDENTIAL



The table below represents an addendum to the terms of the Telstra Global Internet Solutions offering and should be read in conjunction with the Global Internet Solutions Service Schedule and any other Attachments, where applicable.

RTD POP-to-POP

	Auckland, New Zealand	Bangkok, Thailand	Hong Kong	Hyderabad, India	Jakarta, Indonesia	Kuala Lumpur, Malaysia	London [Paul St], UK	Los Angeles [Wilshire St] CA, USA	Manila, Philippines	New Delhi, India	Newark, NJ, USA	Palo Alto, CA, USA	Perth [Wellington St], WA, Australia	San Jose, CA, USA	Seoul, Korea	Singapore	Sydney [Oxford St], NSW, Australia	Taipei, Taiwan	Tokyo, Japan
Bangkok, Thailand	165		70	181	51	52	233	244	88	122	298	232	87	233	111	37	183	93	135
Jakarta, Indonesia	143	50	53	163		37	215	227	71	104	282	210	70	210	94	20	165	76	114
Kuala Lumpur, Malaysia	144	51	56	164	39		219	234	77	107	290	229	74	214	97	26	165	82	116
Manila, Philippines	218	88	23	134	72	76	252	193		141	258	188	115	208	63	57	191	45	79
New Delhi, India	314	193	128	58	178	174	179	299	149		250	291	223	283	172	163	286	154	193
Seoul, Korea	177	112	47	159	95	101	282	151	63	164	222	155	174	166		80	149	68	36
Taipei, Taiwan	175	93	28	140	77	83	286	144	45	146	224	169	124	166	67	61	151		36
Tokyo, Japan	146	136	63	183	117	121	282	120	80	181	187	126	172	125	37	98	118	36	

Global Internet Solutions - RTD Service Level Target
Global Internet Direct (Standard)
CONFIDENTIAL



The table below represents an addendum to the terms of the Telstra Global Internet Solutions offering and should be read in conjunction with the Global Internet Solutions Service Schedule and any other Attachments, where applicable.

RTD POP-to-POP

	Auckland, New Zealand	Bangkok, Thailand	Hong Kong	Hyderabad, India	Jakarta, Indonesia	Kuala Lumpur, Malaysia	London [Paul St], UK	Los Angeles [Wilshire St] CA, USA	Manila, Philippines	New Delhi, India	Newark, NJ, USA	Palo Alto, CA, USA	Perth [Wellington St], WA, Australia	San Jose, CA, USA	Seoul, Korea	Singapore	Sydney [Oxford St], NSW, Australia	Taipei, Taiwan	Tokyo, Japan
Auckland, New Zealand		248	248	315	150	155	281	135	218	223	203	144	86	147	177	137	36	179	151
Bangkok, Thailand			76	180	51	55	242	299	92	122	312	243	94	250	116	40	181	93	139
Hong Kong				121	58	61	244	192	28	128	256	174	103	189	51	43	170	31	72
Hyderabad, India					162	167	169	331	139	236	247	290	216	318	161	155	284	140	184
Jakarta, Indonesia						39	32	338	76	104	295	222	78	238	100	23	164	76	117
Kuala Lumpur, Malaysia							228	341	81	109	300	227	78	260	104	30	168	81	119
London [Paul St], UK								166	260	180	82	157	261	156	290	204	304	297	278
Los Angeles [Wilshire St] CA, USA									222	300	84	18	322	22	260	236	159	250	150
Manila, Philippines										146	286	214	119	211	68	60	195	48	83
New Delhi, India											259	307	144	307	168	94	234	146	185
Newark, NJ, USA												83	317	82	246	280	233	234	206
Palo Alto, CA, USA													218	11	159	201	169	161	130
Perth [Wellington St], WA, Australia														266	172	60	62	128	173
San Jose, CA, USA															154	216	214	158	135
Seoul, Korea																85	153	72	40
Singapore																	155	65	104
Sydney [Oxford St], NSW, Australia																		154	123
Taipei, Taiwan																			40
Tokyo, Japan																			