

# Telstra Business Services Agreement

## IP Transit Service Schedule

### Service Terms

#### 1 IP Transit Service description

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- 1.1 The IP Transit Service 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 IP Transit Ports are available as:
- (a) **"IP Transit Platinum"** which is further described in Section 1.5; and
  - (b) **"IP Transit Standard"** which is further described in Section 1.6.
- If no specific IP Transit Port is designated in the Order, the Customer will be provided IP Transit Standard Port.
- 1.4 In addition, IP Transit Services may be available upon special terms to content delivery providers who are using the applicable IP Transit Ports for such purpose. To qualify for such terms:
- (a) Customer must select a CDR of at least 50Mb for each applicable Port (or in the case of Multi-Homed Ports (as defined in Section 5.4 below) aggregated among the Multi-Homed Ports for the particular location); and
  - (b) the ratio of outgoing to incoming traffic on each applicable Port must comply with the following representation. By submitting an Order containing content delivery provider pricing, Customer represents and warrants that each month during the Service Term, the volume of outgoing traffic (i.e., the traffic sent from each Customer CE to the applicable Telstra PoP) will be at least four (4) times the volume of the incoming traffic (i.e., the traffic sent from the applicable Telstra PoP to each applicable Customer CE), in each case measured on a Port-by-Port basis. The Customer acknowledges that any failure to meet these thresholds shall be deemed a material breach under the Agreement with respect to the impacted IP Transit Service.

#### IP Transit Service

- 1.5 Where Customer selects an IP Transit Platinum Port Customer's IP Transit traffic from such Port to any other IP Transit Platinum Port will be transmitted via at least two dedicated cable paths between the applicable PoPs. On the Network, traffic between IP Transit Platinum Ports is given priority over all other IP Transit Service traffic (including traffic between an IP Transit Platinum Port and an IP Transit Standard Port); provided that IP Transit Platinum Service traffic in excess of the CDR may be re-marked as IP Transit Standard.
- 1.6 If Customer selects an IP Transit Standard Service, Customer's IP Transit traffic will be transmitted on a lower priority basis which may be on non-restored capacity.

#### China Direct Transit

- 1.7 **"China Direct Transit"** is an optional feature which provides all of Customer's IP Transit Services with access to China via Telstra's dedicated China interconnects in Hong Kong. Once acquired, China Direct Transit applies to all of Customer's IP Transit Services under Customer's AS number. China Direct Transit cannot be configured to apply only to some of Customer's IP Transit Services.

#### Blackhole Routing

- 1.8 **"Blackhole Routing"** is an optional service feature. For Blackhole Routing to apply, it must be stipulated on the applicable Order for the applicable IP Transit 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

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designated routed prefixes announced over the public Internet from Customer's IP Transit Service be dropped within Telstra's International Backbone Network before delivery to Customer.

- 1.9 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.

### Local Access for IP Transit Services

- 1.10 A Local Circuit is required to connect Customer's Site to the PoP.
- 1.11 Where Local Access is set out in the Order for an IP Transit Service that IP Transit Service includes that Local Access.

### Foreign IP Transit Service

- 1.12 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 1 to this Service Schedule.

### Faults

- 1.13 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 an IP Transit Service, with the Customer's permission; or
  - (b) an IP Transit 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 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 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.
- 2.3 Availability of Telstra's Local Access varies according to the location and local in-country regulations.
- 2.4 Where Telstra supplies the Local Access in Australia or any Australian Domestic Private Line Service to connect a Site to an IP Transit 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

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with any other part of the Agreement. Early termination fees and service levels in Our Customer Terms do not apply.

- 2.5 If the Customer elects to arrange Local Circuit provisioning itself through a provider other than Telstra:
- (a) the Service Start Date for the IP Transit 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 IPT 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 IP Transit Service and the Local Circuit and the Customer provides the necessary information to enable the connection of the Local Circuit to the IP Transit 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.
- 2.6 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 IP Transit Service.
- 2.7 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.

### 3 Service Term

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- 3.1 Telstra will provide Customer with a test period of two Business Days commencing on the date Telstra notifies Customer that the IP Transit 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 rectify any Provisioning Fault before re-delivering the IP Transit 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, Customer is deemed to accept the IP Transit 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 IP Transit Service on completion of the Test Period.
- 3.3 Telstra will commence billing Customer on the earlier of the date Customer accepts the IP Transit Service or are deemed to have accepted the IP Transit Service under Section 3.1(b) or Section 3.22 (**Service Start Date**).
- 3.4 The Initial Service Term for an IP Transit Service is specified in the Order for that IP Transit Service or if no

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## IP Transit Service Schedule

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 IP Transit Service automatically extends in accordance with 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, as the case may be, that it does not wish the Service Term to extend automatically.

### China Direct Transit

- 3.6 The China Direct Transit feature is subject to an independent Initial Service Term of twelve months (or such longer period as may be set forth in the Order). If Customer cancels the China Direct Transit feature prior to the expiration of such Initial Service Term (or another Early Termination Event occurs resulting in such feature's cancellation), Customer will be responsible for an Early Termination Fee calculated in the same manner as the Early Termination Fee for an IP Transit Service is calculated in Section 4.4 .
- 3.7 Telstra may cancel Customer's China Direct Transit during its Initial Service Term by giving Customer 10 days' notice. At no time will cancellation of China Direct Transit automatically imply cancellation of the IP Transit Service. Such IP Transit Service may only be terminated in accordance with its terms. Cancellation of the IP Transit Service will result in automatic cancellation of China Direct Transit Service Term and Early Termination Fees may apply if terminated prior to the end of the China Direct Transit Initial Service Term.
- 3.8 After the Initial Service Term for China Direct Transit, Telstra will continue to supply China Direct Transit as part of Customer's IP Transit Services. During this continued supply either party may cancel the China Direct Transit by giving at least five Business Days' notice to the other party.

## 4 Ordering IP Transit Services

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- 4.1 If Customer submits an order to Telstra to order a new, or to vary or cancel an existing, IP Transit 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 IP Transit Services

- 4.2 If the Order is to upgrade an existing IP Transit Service, a new Service Term for that IP Transit Service will apply from the Service Start Date for the upgraded IP Transit Service.
- 4.3 If the Order is to downgrade an existing IP Transit 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 IP Transit Service is ready for testing, the Early Termination Fee is a sum equal to:
    - (i) one month's monthly recurring charge for the IP Transit Service; and
    - (ii) any out-of-pocket expenses incurred as a result of the termination of that IP Transit 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 an IP Transit Service, the Early Termination Fee is a sum equal to the charges which would have applied for the IP Transit Service for the remainder of the then current Service Term, if the Early Termination Event had not occurred.

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### 5 Charges

- 5.1 The charges payable by Customer to Telstra for each IP Transit Service are set out in the Order for that IP Transit Service and may include:
- (a) fixed non-recurring charges for Ports, Local Access and features as applicable; and
  - (b) a fixed monthly recurring charge for Local Access and each Port (or in the case of Multi-homed Ports as defined in Section 5.4 below, the Multi-Homed Ports collectively) and Local Access
- 5.2 In addition, to the charge above, the following additional charges may also apply as set out in the Order for that IP Transit Service:
- (a) a 95th Percentile Charge for Ports as set forth below;
  - (b) a fixed monthly recurring charge for China Direct Transit per AS;
  - (c) a 95<sup>th</sup> Percentile Charge for China Direct Transit as set forth below; and
  - (d) for a variation of an existing IP Transit Service, the charges advised by Telstra.

#### 95th Percentile Charging

- 5.3 95th Percentile Charging only applies to Ports and the China Direct Transit feature as provided for below.
- 5.4 In the case of Ports, Customer may select, in an Order, that the 95th Percentile Charging apply:
- (a) to each IP Transit Service and calculated separately for each (**Individual 95th Percentile Charging**). Customer must select a CDR and MDR for each Port with Individual 95th Percentile Charging;
  - (b) on an aggregate basis across two or more IP Transit Services in the same city as agreed by Telstra (**Multi-Homed 95th Percentile Charging**). Customer must select a single aggregate CDR which will apply to all Ports with Multi-Homed 95th Percentile Charging (collectively, the "Multi-Homed Ports"; together with the applicable Local Access Services, the "Multi-Homed Services") and a separate MDR for each Port; or
  - (c) a combination of Individual 95th Percentile Charging and Multi-Homed 95th Percentile Charging.

The Early Termination Fee for the cancellation of one or more, but not all, of the Multi-Homed Ports associated with a single CDR would be computed, as provided in Section 4.4 above, based upon the MRC associated with the terminated Local Access, if any, and the CDR MRC would after cancellation be allocated among the remaining associated Multi-Homed Ports; provided that Telstra reserves the right to increase such CDR MRC, upon notice to the Customer, to reflect the proportional decrease of the MDR across the Ports as a result of the cancellation.

- 5.5 Customer acknowledges that Multi-Homed Ports is a pricing mechanism and does not necessarily provide diversity. Multi-Homed Ports may be provisioned upon the same routers and PoPs.
- 5.6 In the case of China Direct Transit, a separate 95<sup>th</sup> Percentile Charge shall apply to each AS.
- 5.7 The fixed monthly recurring charge set forth in Section 5.1 is payable in respect of the CDR for each Port or the Multi-homed Ports, as applicable. In the case of China Direct Transit, the fixed monthly recurring charge set forth in Section 5.2(b) is payable in respect of the CDR for each AS.
- 5.8 The "MDR" is the maximum data rate for each Port (or, in the case of China Direct Transit, for each AS). Customer may not allocate the aggregate MDR across Multi-Homed Customer Ports, but must select a separate MDR for each Port.

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- 5.9 The charge for Customer's usage of bandwidth up to the CDR is included in the fixed monthly recurring charge. The charge for Customer's usage above the CDR up to the MDR is 95th Percentile Charging. In the event that in any month, Customer's usage exceeds the MDR for the China Direct Transit, Telstra reserves the right to cancel the China Direct Transit and/or apply additional charges to the Service for such month, including without limitation, a fee equal to two times the sum of (i) the actual CDR MRC for such month, plus (ii) 95<sup>th</sup> Percentile Usage Price per Mbps multiplied by the actual 95<sup>th</sup> Percentile Usage for such China Direct Transit for such month.
- 5.10 Bandwidth above the CDR is subject to availability and is not guaranteed.
- 5.11 The available CDR, MDR and ratios of CDR to MDR for a Port (or, in the case of China Direct Transit, for each AS) that Customer may designate on an Order Form are as advised by Telstra from time to time.
- 5.12 "**95th Percentile Charging**" is a Charge for Customer's 95th Percentile Usage calculated by multiplying the 95th Percentile Usage on the relevant Port, or across all Ports where Multi-Homed 95th Percentile Charging applies (or, in the case of China Direct Transit, for each AS), for a Month by the corresponding 95th Percentile Usage price per Mbps for the relevant Port (or, in the case of China Direct Transit, for each AS) set out in the Order.
- 5.13 "**95th Percentile Usage**" means usage measured in Mbps, bursting over the CDR determined in accordance with Sections 5.15 and 5.16 below.
- 5.14 For the purpose of calculating the 95th Percentile Charging Customer's 95th Percentile Usage for a Month is determined using a 95th Percentile measurement.
- 5.15 Incoming and outgoing traffic through each Port (or, in the case of China Direct Transit, for each AS) is calculated each 5 minute interval each month by polling the access router for interface (or, in the case of China Direct Transit, traffic probes for the Network for each AS) input and output byte counts and then converted to a Mbps rate in accordance with Section 5. For each 5 minute interval, the larger of the incoming and outgoing rates is selected as the sample measurement ("**Sample**") (resulting in 8,640 Samples in a 30 day month). The Samples are ordered lowest to highest. The highest 5% of the Samples are discarded and the remaining highest Sample is the 95th percentile for that Port (or, in the case of China Direct Transit, for that AS) for that month ("**95th Percentile**").
- 5.16 The conversion to Mbps is calculated by multiplying the number of bytes by 8 to get a bit rate and dividing by the number of seconds in a 5 minute interval (60 x 5 = 300). Fractions are rounded up to the nearest Mbps.

*For example, if during a 5 minute interval, after the highest 5% of Samples for a certain Port are discarded, the highest Sample shows incoming traffic for such Port contains 1312 Megabytes, and outgoing traffic contains 1200 Megabytes, the 95<sup>th</sup> Percentile Mbps rate would be 35 Mbps ( $(1312 \times 8) \div (60 \times 5)$ ).*

### China Direct Transit Charge variations

- 5.17 If a Service Provider varies a charge that Telstra pays them in relation to China Direct Transit, Telstra may make a corresponding variation to the charge Customer pays Telstra for China Direct Transit by giving Customer 10 days notice (**Charge Variation**).
- 5.18 If Telstra notifies Customer of an adverse Charge Variation, Customer may within 30 days of Telstra notifying Customer of the Charge Variation, cancel the China Direct Transit by giving Telstra 5 Business Days notice without the payment of any Early Termination Fee.

## 6 Service Levels

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### Service Level Scope

- 6.1 All Service Levels set out in Section 6 of this Schedule apply to IP Transit Platinum Service Ports (**Platinum Ports**). The only Service Levels applicable to IP Transit Standard Service Ports (**Standard Ports**) are Service Delivery, Service Availability and Round Trip Delay. The only Service Level applicable to any Local Access is Service Delivery, provided that no Service Levels are offered for any Australian Domestic Private Line.

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- 6.2 A Foreign Carrier's Service does not form part of the IP Transit 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 Telstra 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 IP Transit 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 Platinum or Standard Port is calculated by reference to the Relevant Credit Charges for the affected Platinum or Standard Port 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 an IP Transit 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 IP Transit 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 IP Transit Service in that month.
- 6.8 If, for an IP Transit Service, in a month Customer is entitled to make a claim for a Credit in respect of more than one Service Level in relation to the same event or outage Customer may only make a claim for a Credit in respect of one of those Service Levels.
- 6.9 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.
- 6.10 The Service Levels applicable to IP Transit Services, and the Relevant Credit Charges are as follows:

### Relevant Credit Charges

- 6.11 Credits will be calculated by reference to the fixed monthly recurring charges in the month to which the claim relates for the components set out in Table 2 below (**Relevant Credit Charges**).
- 6.12 The Service Levels applicable to IP Transit Services, and the Relevant Credit Charges are as follows:

**Table 2 - Service Levels and Relevant Credit Charges for IP Transit Services**

Types of Service Levels	Applicable Service Levels	Relevant Credit Charges*
Service Delivery	Service Provisioning Time (SPT)	The first month's Port MRC for the applicable IP Transit Port
Service Reliability	Service Availability (Availability)	Port) MRC

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Types of Service Levels	Applicable Service Levels	Relevant Credit Charges*
	Mean Time to Restore (MTTR)**	Port) MRC
Network Performance	Round Trip Delay (RTD)	Port MRC
	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 95<sup>th</sup> Percentile Charging imposed for exceeding the CDR, or any other non-recurring charges or any monthly recurring charges for any associated Local Access, China Direct Transit or other service). In the case of a Multi-Homed Port, the Port MRC refers to the CDR MRC divided by the number of Multi-Homed Ports associated with the CDR MRC.

\*\*Mean Time to Restore and Packet Delivery Ratio Service Levels do not apply to IP Transit Standard Services.

Details of each of the five Service Levels are set out below, together with the applicable Credits.

### Service Delivery – Service Provisioning Time

- 6.13 Telstra will provide Customer with a service delivery date in writing for each IP Transit Service purchased by Customer, after completing a feasibility assessment (**Firm Delivery Date**).
- 6.14 If the Service Start Date for an IP Transit 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, 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 IP Transit Service for each Business Day (in the jurisdiction(s) where the affected IP Transit 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 IP Transit Service.
- 6.15 If an IP Transit 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 IP Transit 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 associated Local Access.
- 6.16 Where the Order for an IP Transit Service is changed at Customer's request, then Sections 6.14 and 6.15 will not apply unless a new feasibility assessment is conducted and Telstra advises Customer in writing of a new Firm Delivery Date.
- 6.17 For the avoidance of doubt, in the case of an IP Transit Service with Multi-Homed Ports, the Firm Delivery Date shall be date that all Multi-Homed Ports at a PoP and their associated Local Access (if any) are delivered.

### Service Availability

- 6.18 From the Service Start Date for each IP Transit Port, Telstra will endeavour to provide Availability at 99.99% for each Port for each full calendar month during the applicable Service Term (**Service Availability Service Level Target**).
- 6.19 If for any full calendar month, the Availability of a IP Transit Port is 99.98% or less, Customer is entitled to claim

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a Credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected IP Transit Port, calculated in accordance with Table 3, dependent upon the Availability of such IP Transit Port 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%

\* For Standard Ports, Credits are capped at 10%.

6.20 The Credit payable for the failure to meet the Service Availability Service Level Target in respect of an IP Transit Port in a month is capped at:

- (a) 50% of the Relevant Credit Charges for that Platinum Port for that month; or
- (b) 10% of the Relevant Credit Charges for that Standard Port for that month.

6.21 If a Platinum Port 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 consecutive three month period,

Customer may cancel the affected IP Transit Platinum Service without the payment of Early Termination Fees provided that Customer provides at least 45 days' written notice of cancellation to Telstra within 15 days of the event giving rise to the right to cancel under this Section 6.20, provided further that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of the associated Local Access. This Section 6.20 does not apply to IP Transit Standard Services.

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 (MTTR)

6.22 Mean Time to Restore means the sum of all Unavailability for a Platinum Port during a month divided by the total number of Global Service Interruptions that gave rise to such Unavailability on that Platinum Port in that month.

6.23 The Mean Time to Restore Service Level target for each Platinum Port 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 Platinum Port is more than four (4) hours for any full calendar month Customer is entitled to claim a Credit (not cumulative) as a percentage of the Relevant Credit Charge for the affected Platinum Port, calculated in accordance with Table 4.

**Table 4 - MTTR Credits**

Mean Time to Restore calculated in minutes*	Credit (Not Cumulative)
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241 minutes – 480 minutes	10%
481 minutes – 720 minutes	15%
721 minutes – 960 minutes	20%
961 minutes – 1200 minutes	25%
1201 minutes – 1440 minutes	30%
Each 24 hour period thereafter	35% (in addition to the 30% for MTTR of 1201 minutes – 1440 minutes)

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

### Round Trip Delay (RTD)

- 6.25 RTD is a measure of the monthly average round trip delay performance for each IP Transit Port per month. 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 IP Transit 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.
- 6.26 The current RTD Service Level Targets for Customer's IP Transit Ports are set forth in Exhibit A to this Service Schedule.
- 6.27 If the RTD on an IP Transit Port exceeds the RTD Service Level Target for the relevant IP Transit Service in a month, Customer is entitled to claim a Credit of 5% of the Relevant Credit Charges for such IP Transit Port for such month.

### Packet Delivery Ratio (PDR)

- 6.28 PDR is a measure of the monthly average packet delivery performance for each Platinum Port per month. PDR 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 IP Transit 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.
- 6.29 The PDR target for each Platinum Port in any month is 99.5% (**PDR Service Level Target**).
- 6.30 If PDR does not meet the PDR Service Level Target for a particular Platinum Port, Customer is entitled, in respect of that month, to claim a Credit of 10% of the Relevant Credit Charge for such Platinum Port for such month.

## 7 Policies

- 7.1 Policies relating to IP addresses and routing protocols apply to the IP Transit 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 Transit Services are set forth in Exhibit B to this Service Schedule.
- 7.3 Any use of the IP Transit Service must be in accordance with Telstra's Acceptable Use Policy which is 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:

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**Australian Domestic Private Line** means a domestic connecting carriage service in a country for the purpose of connecting two or more of Customer's Sites in Australia.

**CDR** means the committed data rate.

**CE Router** means the customer edge router at Customer's Site.

**China Direct Transit** is defined in Section 1.7.

**Customer Premises Equipment (CPE)** means equipment located at Customer's Site.

**Exclusion Events** means the Exclusion Events specified in the Agreement Terms, as well as any fault or error caused by Customer's use of attempted use of the Service in excess of the MDR.

**Individual 95th Percentile Charging** is defined in Section 5.4.

**IP Transit Platinum** is defined in Section 1.3.

**IP Transit Standard** is defined in Section 1.3.

**International Backbone Network** means a Network or group of Networks used by Telstra to carry IP Transit 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.

**MDR** is defined in Section 5.7.

**Month** or **month** means a calendar month.

**Multi-Homed 95th Percentile Charging** is defined in Section 5.4.

**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.

**95th Percentile** is defined in Section 5.15.

**95th Percentile Charging** is defined in Section 5.12.

**95th Percentile Usage** is defined in Section 5.13.

**One Stop Shop Service** or **OSS** means the One Stop Shop Service described in the One Stop Shop Service Attachment.

**Our Customer Terms** means the Standard Form of Agreement formulated by Telstra Corporation Ltd. for the purposes of Part 23 of the Act. If applicable to Services being provided hereunder, Customer acknowledges either receiving, or having had the opportunity to review, a copy of Our Customer Terms. Customer may view Our Customer Terms at <http://www.telstra.com.au/customerterms/> or obtain a copy from Telstra.

**PE Router** means the provider edge router at a PoP.

**Platinum Ports** is defined in Section 6.1.

**PoP** means a point of presence in a country housing an access node which connects to the International Backbone Network.

**Port** is defined in Section 1.1

# Telstra Business Services Agreement

## IP Transit Service Schedule

**Private Line (PL)** means a domestic connecting carriage service in a country which connects two or more of Customer's Sites in that country.

**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 Customer to connect to, access and use the IP Transit Service.

**Service Level** for an IP Transit Service is defined in Section 6.

**Standard Ports** is defined in Section 6.1.

**Site** means a location to which an IP Transit Service provided to Customer is supplied or connected.

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



The table below forms part of the IP Transit Service Schedule and should be read in conjunction with the other attachments, where applicable.

**PoP-to-PoP RTD Service Level Targets**

	Hong Kong	Perth [Wellington St], WA, Australia	Singapore	Sydney [Oxford St], NSW, Australia	Taipei, Taiwan	Tokyo, Japan
Hong Kong		103	43	170	31	72
Perth [Wellington St], WA, Australia			60	62	128	173
Singapore				155	65	104
Sydney [Oxford St], NSW, Australia					154	123
Taipei, Taiwan						40
Tokyo, Japan						

# Telstra Business Services Agreement

## IP Transit Service Policy

### 1 Special Conditions for IP Transit Services

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- 1.1 This Policy forms part of the IP Transit Service Schedule and should be read in conjunction with the IP Transit Service Schedule and any other attachments, where applicable. This Policy applies to the IP Transit Services.
- 1.2 This Policy sets out Telstra's policies in relation to IP addresses and routing protocols that apply if Telstra supplies IP Transit 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 IP Transit Service 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 CPE for the sole purpose of enabling Customer CPE 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 IP Transit Port; and
  - (b) the CPE Address – as the IP address for Customer CPE that will use the IP Transit Port.
- 1.7 Telstra may suspend or terminate the licences to use the Licensed IP Addresses where Customer uses 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 Telstra supplies the IP Transit Service to Customer);
  - (b) cancellation of the relevant IP Transit Service; or
  - (c) Telstra ceasing to provide the relevant IP Transit 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 IP Transit 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 Telstra a non-exclusive, non-transferable, revocable licence to use Customer Supplied IP Addresses for the purpose of providing the IP Transit Service; and

# Telstra Business Services Agreement

## IP Transit Service Policy

- (c) Telstra's licence to use Customer Supplied IP Addresses terminates immediately upon Telstra ceasing to provide the relevant IP Transit Service to Customer.
- 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 IP Transit Service, Customer must use Customer Supplied IP Addresses for all interfaces associated with the use of that IP Transit Service (including the Port IP Address and Customer CPE 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 IP Transit 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 CPE and Telstra's Network. Telstra may change routing protocols, on five (5) days' written notice to Customer.

# Telstra Business Services Agreement

## IP Transit Service Schedule

### Attachment 1 - One Stop Shop Service (OSS)

#### 1 Requirement for OSS

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- 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 an IP Transit Service to Customer (**Foreign Jurisdictions**).

#### 2 Provision of OSS

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- 2.1 In some Foreign Jurisdictions Telstra has relationships with carriers (**Foreign Carrier**) which enable traffic to be transmitted between an IP Transit Service provided by Telstra and a corresponding service provided by the Foreign Carrier (**Foreign Carrier's Service**). The Foreign Carrier's Service needs to be a Port and internet access service (**Foreign Internet Access Service**) capable of communicating with the IP Transit Service provided by Telstra.
- 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 Telstra 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 performance of each Foreign Carrier's Service or the ability to claim rebates under Customer's contract with the Foreign Carrier.
- 2.4 Telstra may, in its sole discretion, offer Service Levels (including rebates) 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 Foreign Internet Access Service from 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 it forms part of the IP Transit 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.

# Telstra Business Services Agreement

## IP Transit Service Schedule

### 3 Foreign Carrier's Service

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- 3.1 The Foreign Carrier's Service 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 guarantee and early termination fees); and
  - (c) for the avoidance of doubt, a Foreign Carrier's Service for which Telstra provides OSS does not form part of the IP Transit Service and is not provided to Customer by Telstra.

### 4 Appointment

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- 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 The Foreign Carrier may require that a warranty of agency, or similar document, be signed by Customer or the End User rather than Customer. If the Foreign Carrier requires that the warranty of agency, or similar document, 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 Regardless of whether or not Telstra is the Agent, Telstra is not liable for any acts or omissions in respect of OSS provided by Telstra, including Telstra's appointment as Agent of Customer or the End User, except in the case of Telstra's wilful neglect or wilful default. Customer agrees to indemnify Telstra on demand against, and to hold Telstra harmless from and against, all damages, liabilities, costs, claims, demands, charges and expenses arising in any way out of Telstra's appointment or performance of duties as agent for Customer or the End User or the supply by Telstra of OSS to Customer, including any claim made by the End User against Telstra.
- 4.6 Where another member of the Telstra Group is the Agent, the Agent is not liable for any acts or omissions in respect of OSS provided by the Agent, including the Agent's appointment as Agent of Customer or the End User, except in the case of the Agent's wilful neglect or wilful default. In consideration of the Agent agreeing to act as agent, Customer agrees to indemnify the Agent on demand against, and to hold the Agent harmless from and against, all damages, liabilities, costs, claims, demands, charges and expenses arising in any way out of the Agent's appointment or performance of duties as agent for you or the End User, including any claim made by the End User against the Agent. The rights and remedies under this Section 4.6 may be exercised by Telstra for and on behalf of the Agent. The benefit of Customer's obligations under this Section 4.6 in respect of the Agent are deemed to inure to the Agent, and Telstra is authorised to enforce those duties and obligations on the Agent's behalf.

### 5 Management fee and Taxes

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- 5.1 Customer acknowledges that Telstra may charge Customer a management fee for providing OSS and include this in the Single End Billing charges.

# Telstra Business Services Agreement

## IP Transit Service Schedule

- 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.