

Telstra Managed Services (“TMAS”) Schedule

Service Terms

1 Services

- 1.1 The specific Managed Services selected by the Customer are described in this Service Schedule and one or more Managed Services Addenda attached to and forming part of this Schedule.
- 1.2 Each party shall use its reasonable efforts to carry out its obligations as described in this Schedule in accordance with the agreed timing. If either party is unable to carry out its obligations in accordance with such timing, such inability will not be a breach of this Agreement, such party shall liaise with the other party, and both parties shall use their reasonable efforts to agree to other suitable timing.
- 1.3 If for any reason the Customer or Telstra terminates the supply of all of the Data Transmission Services and the parties do not enter into any other agreement for the provision by Telstra to the Customer of such services, then this Agreement will terminate and Telstra will have no obligations to supply the Managed Services.

2 Installation, Configuration and Commissioning

- 2.1 Telstra will install the Equipment during Standard Business Hours at the Customer’s Premises. Telstra will (at the Customer’s request) install the Equipment outside Standard Business Hours but Telstra will charge the Customer at its then current out of hours service rates.
- 2.2 After installation of the Equipment, Telstra will configure the Equipment either by local and/or remote network management tools. After configuration of the Equipment, Telstra will test the Equipment to determine whether it is functioning and accessible for remote management by Telstra.
- 2.3 Telstra will liaise with the Customer if there are any problems in Commissioning the Equipment. Telstra shall have no liability to the Customer if the Commissioning of any Equipment has not occurred on or before any particular time. Telstra will notify the Scheduled RFU Date after completion of Commissioning.
- 2.4 The Customer agrees that Telstra may Commission the Equipment in stages and that Telstra may invoice the Customer for charges in stages accordingly.
- 2.5 In addition to but without limiting its rights under this Agreement, Telstra may cease Commissioning outstanding items of Equipment if the Customer does not pay invoices for any of the charges for Managed Services by the due date.
- 2.6 Telstra will use reasonable efforts to provide the remainder of the Managed Services not related to installation or Commissioning, if any, from the Scheduled RFU Date for the applicable Equipment.

3 Customer Obligations

- 3.1 In addition to and without limitation to its obligations under any other provision of the Agreement, the Customer shall, at its expense:
- (a) provide Telstra, its employees, agents or contractors safe and reasonable access to the Equipment and the Network (including all relevant documentation and/or specifications) and ensure that adequate parking and working facilities (including sufficient space for the safe storage of test equipment and tools) are available at the Customer’s Premises, to enable Telstra to carry out its other obligations under this Agreement;
 - (b) notify Telstra in writing if the Customer ceases to be in lawful possession of the Equipment;

- (c) provide a double power point within 1 meter of the Equipment prior to the date the Equipment is intended to be installed;
- (d) provide housing as specified by Telstra, in its sole discretion, for the Equipment such as racks, air-conditioning or shelving;
- (e) take all necessary precautions to minimize electrostatic interference with the Equipment;
- (f) use the Equipment only in accordance with the Network operating instructions and manuals, the requirements of the Supplier's specifications, and the relevant Software licenses;
- (g) notify Telstra promptly of, and keep Telstra apprised of any changes in, the identity or contact details of the Security Officers and ensure that such Officers understand their obligations under this Agreement; and
- (h) ensure the security of the Equipment.

4 Customer Prohibitions

- 4.1 The Customer must not, without the prior written approval of Telstra:
- (a) make or permit to be made any alterations, modifications, adjustments, repairs or servicing to the Equipment;
 - (b) remove, cover, alter or otherwise tamper with any labels affixed to the Equipment for the purpose of identifying the Equipment, warranty, service coverage or other service description relevant to this Agreement; or
 - (c) modify the characteristics of any of the Services.
- 4.2 Telstra's obligations under this Schedule or any other portion of the Agreement or Schedule attached thereto, will not extend to problems in the performance of any of the Services, including, without limitation, the Managed Services, caused in whole or in part by any failure by the Customer to meet its obligations under this Agreement, including without limitation this Service Schedule.

5 Unsupported Equipment

- 5.1 Telstra is under no obligation to provide Managed Services for specific Equipment models that a Supplier has ceased to support. Telstra will provide the Customer with reasonable notice of the proposed removal of support for any item of Equipment by a Supplier, provided Telstra has been so notified by the relevant Supplier. If the Customer wishes to continue receiving the Managed Services, the Customer must at its expense, upgrade or, at Telstra's direction, replace the Equipment with equipment that is supported by the Supplier. Telstra will provide the Customer with reasonable assistance in the choice of replacement equipment or upgrades. Telstra will charge the Customer for any such assistance in accordance with its then current rates.
- 5.2 If the Customer does not upgrade or replace the Equipment within a reasonable period following Telstra's notice given under this Section 5.1. of this Schedule, Telstra may at its option either (a) terminate the provision of the Managed Services on 14 days' notice in writing to the Customer or (b) vary the charges for the Managed Services, in order to compensate Telstra for the costs incurred by Telstra in maintaining Equipment that is not supported by a Supplier.
- 5.3 Telstra is not required to provide the Managed Services (including repair or rectification of the Equipment or the Network) in connection with Equipment or the Network where the Customer does not comply with this Agreement, including without limitation Sections 4 and 5 of this Schedule, or where the relevant defect or Fault is caused by the Customer's or any other person's improper use, accidental or intentional damage, operator error or negligent use of the Equipment or the Network, or to the extent that the Customer's actions or inactions (including, without limitation, the improper

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use, accidental or intentional damage, operator error or negligent use of such Equipment or the Telstra Network) prevent Telstra from providing the Managed Service.

6 Security

- 6.1 Telstra will have no obligation for monitoring the Network's firewall or any security breaches therein or in any part of the Network.
- 6.2 Should Telstra detect any breaches of Network security or overall security, Telstra's sole obligation is to attempt to notify the Customer. If the Customer does not respond or provide reasonable written instructions, Telstra may take whatever action it deems appropriate to respond to the particular security breach, however Telstra shall have no obligation to take any action whatsoever.
- 6.3 Telstra is not liable for any breaches of Network security or overall security (including, without limitation, the security of, and access to, the Network, the Equipment, any firewalls, or any of the Customer's other equipment).

7 Changes and Additional Charges

- 7.1 Telstra reserves the right to charge the Customer, as additional charges, for costs incurred by Telstra in implementing changes to Network design, Equipment or Managed Services requested by the Customer after the date of this Agreement but prior to the date of Commissioning. These charges include, but are not limited to, restocking fees and redesign effort.
- 7.2 Any changes to the Equipment or the Managed Services (including, without limitation, adds, moves, changes, Software configuration changes, and security changes) must be agreed to by Telstra in writing.
- 7.3 In addition to and without limitation of any other provision in this Agreement, Telstra may vary the amount of the Network Establishment Charges or other charges for Managed Services if:
- (a) the Customer changes the management or other options ordered for Managed Services;
 - (b) Customer's Premises or Equipment are added or removed;
 - (c) Telstra implements a change requested by the Customer in accordance with Section 7.2. of this Schedule; or
 - (d) the Customer makes changes to the Data Transmission Services or Telstra's costs in supplying the Managed Services changes.
- 7.4 Telstra will advise the Customer in writing of any such variations in charges. Variations in charges become effective on the date specified in Telstra's notice.

8 Definitions

The following definitions apply in this Schedule:

Commissioned or **Commissioning** means the installation, configuration and testing by Telstra of the Equipment as described in Section 2 of this Schedule.

Data Transmission Services means any data transmission services provided by Telstra to the Customer as Services pursuant to this Agreement.

Equipment means the equipment and Software that Telstra expressly agrees to manage for the Customer pursuant to this Agreement.

Fault means:

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- (a) any problem with the Equipment; or
- (b) any problem with the Data Transmission Services, which form part of the Network.

Network means the network consisting of the Equipment.

Network Establishment Charges means the charges Telstra charges for project management, installation and Commissioning as set forth in the Charges section of the Agreement or any Addendum.

Scheduled RFU Date means the date Telstra notifies the Customer that the Equipment has been Commissioned and is available for the Customer's use.

Software means the computer programs relating to the operation of the Equipment and includes firmware and application software supplied by Telstra.

Standard Business Hours means 9:00 a.m. to 5:00 p.m. on a Business Day at the relevant Customer's Premises.

Supplier means the supplier(s) or manufacturers of the various items of Equipment required to complete the Network.

Telstra Managed Services (“TMS”) Schedule

Managed Services Addendum – Router Management Services (“RMS”)

Service Terms



1 Services

- 1.1 RMS means Telstra’s router management service and the maintenance service, consisting of the following, as set forth in this Managed Services Addendum: Fault Resolution, Remote Fault Detection, Hardware Maintenance and Software Maintenance.
- 1.2 Telstra does not provide or maintain ancillary equipment for housing and protecting the Equipment such as racks, air conditioning and power points. Telstra is under no obligation to provide any of the Managed Services if any such ancillary equipment is not provided by the Customer at the Customer’s Premises in a timely manner.
- 1.3 Telstra will provide the RMS from the Service Start Date of each piece of Equipment if RMS is ordered at the time of ordering the Equipment.

2 Fault Restoration

- 2.1 A Security Officer may contact Telstra at any time to report a Fault. If a person other than a Security Officer contacts Telstra, it will refer them to a person listed as a Security Officer and they will be asked to ensure that only a Security Officer reports a Fault.
- 2.2 When Telstra receives a report of a Fault, whether from a Security Officer or internally from Telstra’s remote fault detection programs, it will provide Fault Resolution by:
 - (a) taking details of the Fault where possible;
 - (b) issuing a Trouble Ticket;
 - (c) giving the Security Officer the identifying number of the Trouble Ticket; and
 - (d) after consulting with the Customer, determining the severity of the Fault.
- 2.3 The standard maintenance for the Equipment is only provided during Standard Business Hours. If a priority 1 problem (down condition) is reported within Standard Business Hours, Telstra will aim for, but does not guarantee, a Mean-Time-To Respond of four (4) hours; provided that the Customer Premises are located within 50 miles of a Telstra Network Point of Presence for the applicable Service with respect to which the RMS is associated. Telstra will use reasonable efforts to resolve Faults but does not guarantee that it will be able to resolve any Faults within a particular time or at all.
- 2.4 Where the Customer has selected Standard Business Hours for its Service Hours, Telstra is under no obligation to perform any work to investigate or repair the Fault outside Standard Business Hours. If the Customer asks Telstra to repair the Fault outside of Standard Business Hours, Telstra will charge the Customer its then current out of hours fees as additional charges for such services.
- 2.5 Telstra will use reasonable efforts to keep the Customer informed of progress and problems during Fault Resolution. Telstra will inform the Customer when Telstra has responded to the Fault. Telstra will inform the Customer when Telstra has repaired the Fault.
- 2.6 Where the Customer is using: (a) Non-Managed Equipment; or (b) data transmission services provided by a person other than Telstra, and Telstra considers that the cause or partial cause of the

Fault lies with either (a) or (b) above, Telstra will inform the Customer of this conclusion. Telstra will no longer be responsible for resolution of that Fault and will close the Trouble Ticket. The Customer will be responsible for the resolution of such Faults and will liaise with Telstra as to the timing of the repair of such Faults.

- 2.7 Telstra will carry out investigation and repair of Faults at the Customer's Premises as Telstra considers necessary. Charges will apply for any work performed on-site at the Customer's Premises for Fault Resolution. A Security Officer or another person appointed by the Customer must be physically present at the Customer's Premises to provide access, accompany the Telstra representative during the process of Fault Resolution, and provide a written receipt evidencing the Telstra representative's presence for the purpose of Fault investigation and repair.
- 2.8 Telstra will not be responsible for Fault Resolution where Faults are caused by or contributed to by:
- (a) Non-Managed Equipment;
 - (b) data transmission services provided by any person other than Telstra;
 - (c) equipment other than the Equipment;
 - (d) any inadequacy of the Customer's Firewall Security Policy, or any changes to its Firewall Security Policy, whether made by the Customer or by Telstra at the Customer's direction; and
 - (e) any failure by the Customer to comply with the Agreement, including, without limitation, any provision of the Managed Services Schedule

3 Hardware Maintenance

- 3.1 Telstra will carry out Hardware Maintenance on the Equipment in order to try to repair hardware Faults.
- 3.2 Telstra will supply all hardware spares to restore the Equipment and the Network but not NPC Equipment.
- 3.3 When Telstra has installed spares, they are permanent replacements for the original components and become part of the Equipment. Telstra will return the faulty parts to the relevant Supplier.
- 3.4 At the Customer's request Telstra may be able to provide expansion or modification of hardware as an RMS Extended Feature, and the Customer will be charged accordingly.
- 3.5 If the Customer has selected Standard Business Hours coverage, it will only receive support for Hardware Maintenance during these hours unless the Customer requests out-of-hours support, in which case, Customer will be charged for, and agrees to pay Telstra's then current out-of-hours rates as additional charges.
- 3.6 Spare parts are provided when Telstra considers spare parts are necessary to rectify a Fault with Equipment. Telstra will in its sole discretion determine whether on-site work at Customer's Premises is required to rectify a Fault with Equipment.
- 3.7 Additional charges will apply when the spare parts must be provided to Customer's Premises which are outside a city in which a Telstra Point of Presence is located.

4 Software Maintenance

- 4.1 The goal of Software Maintenance is to ensure that the Customer has a valid supported version of the Software which provides the Customer with a stable and reliable Network.
- 4.2 Telstra will supply minor revision or maintenance updates which Telstra considers appropriate for the Customer. Telstra will not distribute every Software update.

4.3 Telstra will liaise with the Customer to plan the installation of Software upgrades. The Customer agrees to permit installation of Software promptly to ensure that the Software is a revision which is supported by the Supplier of the Equipment.

4.4 Telstra reserves the right to charge for all Software revisions, upgrades and updates as well as for their installation.

5 On-site Work

5.1 Telstra will charge the Customer additional charges for on-site work performed for RMS at any Customer's Premises located more than 50 miles by road from a Telstra Point of presence. The amounts of such charges vary depending on the location of the Customer's Premises.

6 Planned Outages

6.1 The Customer or Telstra may undertake Planned Outages as described below.

6.2 A Planned Outage may have an affect on Telstra's ability to provide the RMS. The Customer agrees Telstra is not liable for any loss or damage:

(a) suffered by the Customer or any other person in connection with Planned Outages;
or

(b) to other parts of the Network caused or contributed to by Planned Outages.

6.3 The Customer indemnifies Telstra for any loss or liability which relate to Planned Outages undertaken by the Customer.

6.4 The Customer may undertake Planned Outages by giving sufficient notice to Telstra during Standard Business Hours at least one (1) Business Day before the Planned Outage. In order to provide sufficient notice of a Planned Outage the Customer must provide Telstra with the following details during Service Hours: (i) which Equipment and Customer's Premises the Planned Outage will affect; (ii) the period of the Planned Outage; and (iii) any other information concerning the Planned Outage reasonably requested by Telstra.

6.5 Telstra may undertake Planned Outages by notifying a Security Officer by email or facsimile during Standard Business Hours at least one Business Day before the Planned Outage. If the Customer objects to the Planned Outage within 2 hours of being notified by Telstra of the Planned Outage, Telstra will attempt to reschedule the Planned Outage to another time convenient to both the Customer and Telstra. If the Customer does not object to the Planned Outage within 2 hours of being notified by Telstra the Customer is deemed to consent to the Planned Outage.

6.6 Telstra will stop actively monitoring that Equipment which the Customer has informed Telstra above would be affected by the Planned Outage from the time the Customer has informed Telstra the Planned Outage will commence until the time the Customer has informed Telstra the Planned Outage has finished. During this period Telstra will log a Planned Outage Trouble Ticket for those services.

7 Exclusions

7.1 The Customer agrees and acknowledges that Telstra has no obligation to provide RMS to any NPC Equipment or Non-Managed Equipment that forms part of or is used in the Network.

7.2 RMS does not include any Network re-design services. If any Equipment requires Telstra to provide network re-design services under RMS, Telstra will charge the Customer Telstra's then current charges for such services as additional charges.

8 Performance Standards

8.1 There are no Performance Standards for RMS.

9 Definitions

The definitions in the Agreement, the Managed Services Schedule and the following definitions apply in this Managed Services Addendum:

Firewall Security Policy means any firewall security policy, whether developed by the Customer in consultation with the Telstra or otherwise.

Hardware Maintenance means the repair of hardware failure of the Equipment by:

- (a) the use of spare parts and on-site engineering support; and
- (b) the direction, reconfiguration and test assistance from Telstra, but excludes expansion of the hardware such as extra ports or additional memory even where expansion is required to maintain the Equipment in a supported configuration.

NPC Equipment means Equipment which is not permanently connected to the Network.

Planned Outage means activities undertaken or proposed by or on behalf of the Customer or Telstra in respect of Managed Services provided at the Customer's Premises which would cause Telstra's remote fault detection programs to register a Fault, or Telstra otherwise to log a Fault, in respect of those Managed Services at that Customer's Premises or a service on a Tail Site connected to those Customer's Premises.

Planned Outage Trouble Ticket means a trouble ticket logged by Telstra in respect of a Planned Outage, reported in accordance with this Managed Services Addendum, or identified by Telstra.

Service Hours means the option selected by the Customer.

Tail Site means Equipment which is specified as "Subs," "Edge," "ES60" and "AS32" in the Network Diagram and Description.