Service Schedule - Satellite Teleport Service
(Satellite Uplink, Downlink and Turnaround Services)

Service Terms

1 Structure of this Service Schedule

1.1 This Service Schedule consists of:

(a) these Service Terms; and

(b) each Order for a Service accepted by Telstra.

1.2 If there is any inconsistency between the parts of this Service Schedule, the document listed earlier in clause 1.1 prevails to the extent of the inconsistency.

1.3 If there is any inconsistency between the parts of this Agreement, the Order is last in precedence.

2 Service Description

2.1 The Service supplied by Telstra to Customer may include:

(a) Satellite Teleport Downlink Service which is a service for the Downlinking of signals or information from a satellite to the Satellite Teleport before transmitting those signals or information to the Telstra Service Provisioning Point; or

(b) Satellite Teleport Turnaround Service which is a service for the Downlinking of Content from one satellite to the Satellite Teleport before Uplinking that signal to another satellite from the Satellite Teleport; or

(c) Satellite Teleport Uplink Service which is a service for the Uplinking of television Content from the Satellite Teleport to a satellite for transmission to a distant end earth station, and

(d) the Local Circuit between the Satellite Teleport and the Telstra Service Provisioning Point if it is not at the Satellite Teleport.

2.2 Unless agreed otherwise, Customer is responsible for the procurement or arrangement of the Satellite Capacity associated with the provision of the Services by Telstra.

2.3 If a Service is suspended pursuant to this Agreement due to an act or omission of Customer, Customer must, in addition to Customer’s obligation to pay the charges, pay a Reconnection Fee prior to the reactivation or other continued delivery of that Service.

3 Satellite Teleport Performance Requirements

3.1 The earth station antennas made available by Telstra for the provision of the Services will comply with the Satellite Operator’s performance requirements applicable to the earth station type with the exception of:

(a) any performance waivers previously approved by the Satellite Operator;

(b) any agreement by Telstra and Customer to the use of an antenna of lesser performance for the provision of specific services; and
(c) an emergency situation at a Satellite Teleport, including but not limited to Exclusion Events.

3.2 Where the Services ordered by Customer include the supply of the associated modem equipment by Telstra, the provision of such Services by Telstra will comply with the relevant performance requirements of the Satellite Operator applicable to the specific service type with the exception that the modulation/coding and baseband interface options need to be agreed between Customer and Telstra.

3.3 Any Customer Equipment must be housed subject to Telstra’s standard Service Schedule for Satellite Telehousing Service as supplied to Customer by Telstra.

4 Telstra Operational Flexibility

4.1 Customer acknowledges that Telstra in its absolute discretion may deploy and use its satellite facility infrastructure as it wishes from time to time and that Telstra will deploy its satellite facility infrastructure having regard to traffic demand and utilization requirements.

5 Cessation of supply by a Service Provider

5.1 Telstra may limit, suspend or cancel the provision of a Service at any time by notice to Customer if a Service Provider ceases to supply, or gives Telstra notice of its intention to cease to supply, the services necessary for Telstra to supply a Service to Customer.

6 Non-Telstra Circuits

6.1 If Customer orders and Telstra agrees to procure a Non-Telstra Circuit, the provision of such circuit by Telstra shall form part of the Service, and the following shall apply in respect of the Non-Telstra Circuit:

(a) unless Customer nominates a particular operator, Telstra shall have authority to order the appropriate Non-Telstra Circuit from any Third Party Operator, on that operator’s standard terms and conditions (including charges);

(b) Telstra provides and Customer accepts the Non-Telstra Circuit subject to the terms of supply to Telstra which govern the Non-Telstra Circuit, including terms relating to preemptibility, service failure, degradation, suspension and interruptions; and

(c) Customer must follow any reasonable directions and co-operate with Telstra with respect to any activities to safeguard the continued and safe operation of the Non-Telstra Circuit.

6.2 If Customer arranges provisioning of the Non-Telstra Circuit itself, Customer must use its reasonable endeavours to ensure:

(a) the Non-Telstra Circuit is installed, tested and made available in time to enable the Service to be provided on or before the Firm Delivery Date;

(b) the interfaces between the Non-Telstra Circuit and the Service conform to Telstra’s technical standards and specifications as notified to Customer;

(c) the Third Party Operator deals directly with, and provides reasonable assistance to, Telstra in relation to the connection and inter-working between the Service and the Non-Telstra Circuit; and

(d) the continued operation of the Non-Telstra Circuit during the Service Term.
7 Service Term

7.1 Telstra will provide Customer with a test period of two Business Days commencing on the date Telstra notifies Customer that the Service is ready for testing, whether or not any associated Customer or third-party equipment, software or services (including, without limitation, any Non-Telstra 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 a Provisioning Fault, Telstra will endeavour to rectify any Provisioning Fault before re-delivering the 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 Service on completion of the Test Period.

7.2 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 Service on completion of the Test Period.

7.3 Telstra will commence billing Customer on the earlier of the date Customer accepts the Service or is deemed to have accepted the Service under clause 7.1(b) or 7.2 (Service Start Date).

7.4 The Initial Period for a Service is specified in the Order for that Service or if no period is specified then the Initial Period is 12 months (Initial Period).

7.5 After the Initial Period the Service Term for each Service automatically renews in accordance with the Agreement Terms on the existing terms and conditions, unless either party notifies the other by giving at least 60 days notice before the end of the Initial Period or the then-current Renewal Period, that it does not wish the Service Term to extend automatically.

8 Ordering Services

8.1 Customer must submit an order to Telstra to order a new, or to vary or cancel an existing, Service.

8.2 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.

Early Termination Fees

8.3 If an Early Termination Event occurs:

(a) prior to the date Telstra notifies Customer that the Service is ready for testing, the Early Termination Fee is a sum equal to: (i) one month’s monthly recurring charge for the Service; and (ii) any out-of-pocket expenses incurred as a result of the termination of that Service prior to the end of the Initial Period 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 Period to the extent such installation charges have not yet been repaid;

(b) during the Service Term for a Service, the Early Termination Fee is a sum equal to the charges that would have been payable by Customer for the remainder of the Service Term if the Early Termination Event had not occurred.

9 Charges

9.1 The charges payable by Customer to Telstra for each Service are set out in the Order for that Service and include:
(a) a fixed non-recurring charge, a fixed monthly recurring charge and/or a variable usage charge; and

(b) for a variation of an existing Service, charges as advised by Telstra.

9.2 Fixed charges are payable in advance and variable charges based on usage are payable in arrears.

10 Customer Obligations

10.1 Customer:

(a) must hold and obtain, where required from time to time, any licence or permission from the Government for the use of the Services;

(b) must participate in any testing procedures that may be reasonably requested by Telstra or any agent, Affiliate or contractor of Telstra or any Third Party Operator;

(c) must provide Telstra with sufficient spares of Customer Equipment telehoused at Telstra’s Satellite Teleport where the Service is provided;

(d) must submit application in writing to Telstra for entry to the Satellite Teleport for maintenance, inspection or replacement of Customer’s equipment telehoused at the Satellite Teleport, preferably 48 hours in advance;

(e) must ensure that the Space Segment is accessed in accordance with the applicable earth station performance standards and satellite system operating procedures of the Satellite Operator as notified and amended from time to time;

(f) must ensure that the Service is used in accordance with the Transmission Plan approved by the Satellite Operator for the Service;

(g) must promptly advise Telstra of any alteration in the Transmission Plan approved by the Satellite Operator for the Service; and

(h) must use the Services in a manner consistent with all applicable operation requirements, and must ensure that third parties do not do or omit to doing anything to cause improper interference with the supply of the Services by Telstra.

10.2 To the extent necessary for Telstra to provide the Services, Customer must allow Telstra safe access to any building, structure, vehicle or vessel containing any line, equipment, tower, mast, antenna, tunnel, hole, pit or pole (Facility) used in connection with a Service, or to which a Service is provided (Premises) to inspect or test any Facility which may be causing interference or danger to any service, Facility or person. If Customer does not own the Premises, it must obtain the owner’s permission.

10.3 If Telstra obtains access to the Premises pursuant to clause 10.2, Customer must indemnify Telstra against a claim by the owner or occupier of the Premises in relation to Telstra’s entry onto the Premises except to the extent such claim is caused by Telstra’s negligence while on the Premises.

10.4 If Telstra reasonably requires modifications to the Facility or other equipment owned or controlled by the Customer to prevent interference to the Services or prevent danger or a breach of safety conditions, Customer must promptly undertake such modifications.

11 Service Levels

11.1 The “Service Levels” for each Service are set out in this clause 11.
11.2 Service Levels do not apply to any Local Circuits.

11.3 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 Service is calculated by reference to the monthly recurring charges for the affected Service in that month.

Credits

11.4 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 this Service Schedule.

11.5 Credits and any rights to cancel a 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 Services or the Agreement. Other than as expressly provided in this Agreement, Telstra does not warrant or guarantee that the Services will be available to Customer on demand or continuously during the term.

11.6 The aggregate Credit payable with respect to any month in which a Service Level was not met is subject to a cap of 100% of the monthly recurring charges for the affected Service in that month.

11.7 If, for a 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.

11.8 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.

Service Provisioning Service Level

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

11.10 If the Service Start Date for a Service with a Firm Delivery Date is delayed by Telstra beyond the Firm Delivery Date, Customer may be entitled to a Credit calculated as follows:

<table>
<thead>
<tr>
<th>Length of Delay</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>For each Day after the Firm Deliver Date</td>
<td>1.5% of the monthly recurring charge for the affected Service</td>
</tr>
</tbody>
</table>

11.11 The Credit payable for the failure to meet the Firm Delivery Date will not exceed 50% of the monthly recurring charge for the affected Service.

11.12 This Service Provisioning Service Level only applies in relation to the original Firm Delivery Date and the Credit only accrues from that originally notified date until the Service Start Date.

11.13 Where the Order for a Service is changed at Customer’s request, then the Service Provisioning Service Level will not apply unless a new feasibility assessment is conducted and Telstra advises Customer of a new Firm Delivery Date. Customer acknowledges that Exclusion Events that would apply to this Service Provisioning Service Level include but are not limited to: delays caused by 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.
11.14 Customer may terminate the Service on 5 days’ notice if 2 months have passed since the original Firm Delivery Date, and the Service Start Date has not yet occurred, other than as a result of an Exclusion Event and through no fault of Customer. In any such case, Customer shall not be liable for any Early Termination Fees; provided that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of any included Local Access or any Non-Telstra Circuits.

Service Availability Service Level

11.15 On and from the relevant Service Start Date, Telstra will endeavour to provide Availability at 99.99% for each full calendar month during the applicable Service Term (Service Availability Target).

11.16 If for any full calendar month, the Availability of a Service is 99.99% or less, Customer is entitled to claim a Credit (not cumulative) as a percentage of the monthly recurring charge for the affected Service, calculated in accordance with the table below, dependent upon the Availability of such Service for the applicable calendar month.

**Service Availability Credit**

<table>
<thead>
<tr>
<th>Availability calculated as a percentage</th>
<th>Credit (Not Cumulative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.95%-99.99%</td>
<td>3%</td>
</tr>
<tr>
<td>99.81%-99.95%</td>
<td>7%</td>
</tr>
<tr>
<td>&lt;99.81%</td>
<td>12%</td>
</tr>
</tbody>
</table>

11.21 The Credit payable for the failure to meet the Service Availability Target in respect of a service in a month is capped at 12% of the monthly recurring charges for that Service for that month.

11.22 If an Extreme Outage occurs, Customer may terminate the Service and will not be liable for any Early Termination Fees provided that written notice of cancellation is provided to Telstra within 15 days of the event giving rise to the right to cancel under this clause, 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 and any Non-Telstra Circuits.

Exclusion Events

11.23 The following Exclusion Events apply in addition to those set out in the Agreement Terms:

(a) suspension of the Service in accordance with the Agreement Terms;

(b) Telstra stowing any antenna during a typhoon period for safety reasons (in which case Telstra will endeavour to inform Customer of the action as soon as practicable);

(c) any interruption of the Service agreed by Telstra and Customer;

Force Majeure Event

11.24 For the Service, Force Majeure Event includes satellite malfunction.
12 Definitions

12.1 For the purposes of these Service Terms:

**Affiliates** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity.

**Content** means the content carried over the Service in any format and standard, encrypted or unencrypted, compressed or uncompressed.

**Customer Equipment** means all hardware, software and consumables owned and operated by Customer, or Customer’s customers, Affiliates, or service providers, and which are housed in the telehousing space at the relevant Satellite Teleport.

**Day** means a calendar day.

**Distant-End Satellite Teleport** means the satellite ground facilities used for reception of the Downlink and/or transmission of the Uplink at Customer’s Site or by a Third Party Operator at a Third Party Operator’s site.

**Distant End Half-Circuit** means, in relation to any Services, the associated Uplink from or Downlink to the distant end earth station.

**Downlink** means the portion of a satellite circuit extending from the satellite to an earth station.

**Extreme Outage** means a Service Unavailability event that lasts for a continuous period of more than thirty (30) Days.

**Government** means the government of the country or place where the Service is provided.

**Initial Period** is defined in clause 7.4.

**Local Circuit** means the domestic connecting carriage service connecting any Satellite Teleport with any Site.

**Non-Telstra Circuit** means a circuit on a third party network, including a Local Circuit or an international distant end half circuit, which is or is to be connected to the Telstra Network, including Satellite Capacity.

**Perth Satellite Teleport** means Telstra’s satellite earth station complex at Gnangara, Perth in Western Australia, through which international telecommunications traffic is processed for transmission to and reception from satellites.

**Provisioning Fault** means the failure of the Service to meet the specifications set out in the relevant Order.

**Reconnection Fee** means the charges stipulated by Telstra up to a maximum of one month of monthly recurring charges.

**Satellite Capacity** means the transponder capacity onboard a satellite acquired by the Customer from a Satellite Operator or supplied to the Customer by Telstra for the support of the Satellite Teleport Service.

**Satellite Operator** means a Third Party Operator which is the owner, operator, authorized representative or distributor of the satellite system, that is authorized under applicable laws to provide Satellite Capacity in the relevant jurisdiction, and with which Customer or Telstra arranges the Satellite Capacity used in conjunction with the Services provided by Telstra.
Satellite Teleport means any of the Perth, Stanley or Sydney Satellite Teleports.

Satellite Teleport Downlink Service has the meaning given to it in clause 2.1(a).

Satellite Teleport Turnaround Service has the meaning given to it in clause 2.1(b).

Satellite Teleport Uplink Service has the meaning given to it in clause 2.1(c).

Service means any or all of Satellite Teleport Uplink Service, Satellite Teleport Downlink Service or Satellite Teleport Turnaround Service as selected by Customer in the relevant Order.

Service Availability is defined in clause 11.16.

Service Levels means the service levels applicable to the Service set out in clause 11.

Service Start Date is defined in clause 7.3.

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

Stanley Satellite Teleport means Telstra’s satellite earth station complex at Stanley on Hong Kong Island, through which international telecommunications traffic is processed for transmission to and reception from satellites.

Sydney Satellite Teleport means Telstra’s satellite earth station complex at Oxford Falls, Sydney in New South Wales, Australia, through which international telecommunications traffic is processed for transmission to and reception from satellites.

Telstra Network means the network operated by Telstra between Satellite Teleports, or between a Satellite Teleport and a Distant-End Satellite Teleport, or in the case of an Uplink or a Downlink between a Satellite Teleport and a satellite.

Telstra Service Provisioning Point means the demarcation point for delivery of a Service as specified in the Order.

Test Period is defined in clause 7.1.

Third Party Operator means a telecommunications operator other than Telstra and, in relation to Satellite Capacity, a Satellite Operator.

Transmission Plan refers to the plan for the utilization of the Satellite Capacity and specifying the technical parameters of the Uplink and Downlink signals associated with the Services provided by Telstra that has been approved by the Satellite Operator.

Uplink means the portion of a satellite circuit extending from an earth station to the satellite.