1 SERVICE DESCRIPTION

1.1 The Programmable Network Service provides access to a software-defined networking platform (*Programmable Network Platform*) that enables you to build and subscribe to the following service components:

(a) Data Centre Interconnect - Bandwidth On Demand Layer 2 Ethernet Private Line Service (*Layer 2 Flow Service*);
(b) Internet Access Service (*IA Service*);
(c) Global Exchange Service (*GE Service*),
(d) Virtual Network Function (*VNF*) Marketplace (*VNF Marketplace*);

each a "*Programmable Network Service*” or “*Service*”.

1.2 You may request us to provide a Cross Connect or Local Loop to you to connect your Site to the Programmable Network Platform.

1.3 You can access and manage your Programmable Network Services through the Programmable Network Portal.

DATA CENTRE INTERCONNECT / LAYER 2 FLOW SERVICE

1.4 The Layer 2 Flow Service allows you to set up one or more end-to-end connections between End Points or between End Point and other features in Programmable Network (each connection is a ‘flow’). An End Point is an available point of connection on the Programmable Network, in one of the Point of Presence. You may select the bandwidth, Latency, contract term and renewal option for each Layer 2 Flow Service. The Layer 2 point to point connects to PoPs, Exchanges, Internet Access and VNFs.

IA SERVICE

1.5 The IA Service allows you to access our Global Internet Service via an End Point. The terms and service levels relating to the supply of our Global Internet Service are set out in our Global Internet Service Schedule.

GE SERVICE

1.6 The GE Service provides physical connectivity to third parties such as other public cloud providers or to your existing Telstra WAN e.g. IP VPN or customers who are connected to the Programmable Network Platform.

1.7 When connecting to a third party, you must contract directly with those third parties for the supply of any services provided by those third parties to you. We are not liable for any costs or damages incurred by you arising from or connected with the supply of any third party services to you pursuant to our GE Service.

VNF MARKETPLACE

1.8 The VNF Marketplace provides access to virtual appliances (vAppliances) such as firewalls and routers from various vendors. You must Bring-You-Own-Licence (BYOL) for the vAppliances from these vendors. You obtain and pay us for the virtual machines to host them in one of our VNF farms. Virtual machines vary sizes in terms of number of CPU and amount of memory.
1.9 You must contract directly with those third parties for the supply of any virtual functions services provided by those third parties to you. We are not liable for any costs or damages incurred by you arising from procuring these licences.

2 PROGRAMMABLE NETWORK PORTAL

REGISTRATION AND ORDERING PROCESS

2.1 We will provide you with access to the Programmable Network Platform via our Programmable Network Portal.

2.2 You shall be deemed to have authorised your Authorised User to place an Online Order with us. You agree to be bound by any Online Order placed by an Authorised User.

2.3 We may revoke your access to the Programmable Network Platform without further notice or liability if it is unused by you for more than six (6) months.

GENERAL

2.4 We will provision the Programmable Network Services to you based on the information you provide to us in your application form and within the Programmable Network Portal. You agree that all information provided by you is true, accurate, up to date and complete. You agree to promptly advise us of any changes to your information so that it remains true, accurate, up to date and complete.

2.5 You acknowledge and agree that any of your Authorised Users that have access to the Programmable Network Portal will be provided with full access and usage rights unless you ask for such access and usage rights to be limited. We do not guarantee that we will be able to apply the limitations on access and usage rights that you require. If we are not able to apply the limitations you require, we will let you know.

CONTROL POLICIES

2.6 You must ensure that:

(a) each individual Authorised User has an unique, personal identifier ("Domain ID" and user name) and password that can be used within the Programmable Network Portal to refer to that particular Authorised User;

(b) each personal identifier must not be used by another person or re-used for another person;

(c) Domain IDs must not be shared;

(d) you comply with all directions and processes given by us that are, in our opinion, necessary to minimise unauthorised access.

UNAUTHORISED ACCESS

2.7 You must not and you must ensure that your Authorised Users do not engage in Unauthorised Access, including without limitation you must:

(a) actively monitor usage of the Programmable Network Portal to ensure full enforcement and compliance of this Programmable Network section;

(b) ensure all Authorised Users who are involved in Unauthorised Access in breach of this Programmable Network section lose their status immediately as Authorised Users and you notify us immediately in writing of such change;

(c) where a person stops being an Authorised User or an Authorised User, immediately terminate all or part of that person’s access rights as appropriate and notifying us of that change; and

(d) install and maintaining physical security and network security protection measures, including
any we may notify you of from time to time.

ACCESS NOT GUARANTEED

2.8 We:

(a) may suspend, interrupt or restrict access to the Programmable Network Portal at any time without giving you prior notice;

(b) will endeavour to provide, but do not guarantee:

(i) the provision of a continuous or fault free access to the Programmable Network Portal; and

(ii) that the information contained in the Programmable Network Portal is complete and accurate.

MONITORING USAGE

2.9 We may monitor actual or attempted access of the Programmable Network Portal. If we believe that any person is involved in Unauthorised Access or otherwise risks jeopardising the security or integrity of any of our systems, in addition to any other rights we have we may:

(a) suspend or cancel any access to the Programmable Network Portal; and

(b) direct you to permanently remove any Authorised User’s access to the Programmable Network Portal and immediately deactivate their associated User ID. You must immediately comply with any such direction.

DOCUMENT SHARING

2.10 If you upload, transmit, post or otherwise make any documents or other information available on the Programmable Network Portal you must ensure that those documents or information are up to date; not misleading; not defamatory; do not contain offensive language or material; do not breach any laws, standards, content requirements or codes; do not infringe the rights of, or breach any duty to, any third party (including that third party’s intellectual property rights); and do not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

2.11 If, in our reasonable opinion, any documents or information uploaded, transmitted, posted or otherwise made available by you breach the clause above or are the subject of any claim, complaint, investigation, legal or administrative action or prosecution, we may in our sole discretion and without notice to you, remove that documents or information from the Programmable Network Portal or cease making the Programmable Network Portal available to you. We will not be liable to you if we remove that document or information.

2.12 You warrant that you will conduct such tests and computer virus scanning as may be necessary to ensure that documents uploaded by you onto, or downloaded by you from, our systems do not contain any computer virus and will not in any way, corrupt the data or systems of any person.

2.13 You should ensure that you keep copies of all such information which you make available on the Programmable Network Portal for your own records and do not rely on us or the Programmable Network Portal to keep copies of any such information for any purposes.

2.14 You agree that any documents or information which you make available on the Programmable Network Portal we may use and make copies of for the purpose of working on our contract with you (including making it available to any third parties who assist us in any way with such contracts) and we may copy, store and disclose copies of the documents and information in accordance with our company policies and legal obligations.
3 ELIGIBILITY

3.1 In order to connect to the Programmable Network Platform you must connect your Site to a Programmable Network POP via a Cross-Connect or a Local Loop.

3.2 In order to acquire our IA Service or our GE Services you may be required to procure your own equipment such as a router or request that we provide that equipment to you.

4 CHARGES

4.1 We will not charge you for access to the Programmable Network Portal.

4.2 Charges for your Programmable Network Services are displayed at the time of purchase in the Programmable Network Portal and may change from time to time.

4.3 Charges in the Programmable Network Portal are displayed in US dollars and exclusive of any value added, goods and services or other consumption based taxes.

5 TERM

ONLINE ORDERS

5.1 You may select for each Online Order for a Programmable Network Service:

(a) an Initial Period in hours, days, weeks, months or years; and

(b) whether that Programmable Network Service will be disconnected or renewed at the expiry of the Initial Period. Any renewal will be on the then current pricing for that Programmable Network Service.

6 YOUR RESPONSIBILITIES

6.1 Unless otherwise stated, you are responsible for providing and maintaining all computer systems, software and infrastructure within your premises that are necessary for you to access the Programmable Network Portal and Programmable Network Services.

6.2 You must comply (and ensure that your Authorised Users comply) with all terms applicable to the any third party services you use in connection with the Programmable Network Services. You must not use third party products or services in connection with the Programmable Network Portal, Platform or Services which have terms and conditions which conflict with or could cause you to breach of the terms of this section or other agreement with us.

6.3 You grant to us all rights, consents, permissions and licenses necessary to enable us and our subcontractors and suppliers to legally view, copy and store any information you provide on the Programmable Network Portal for the sole purpose of performing our obligations in connection with providing the Programmable Network Services to you or any law.

ACCEPTABLE USE

6.4 You must implement the necessary controls to ensure that you do not use the Programmable Network Portal or Programmable Network Services for any of the following:

(a) to store, process, or transmit material that is tortious or in violation of any applicable laws;

(b) to transmit malicious code;

(c) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Programmable Network Portal or any Telstra System or third-party data contained therein;

(d) to attempt to gain unauthorized access to systems or networks; or
(e) to provide access to the Programmable Network Portal to non-user third parties, including, by resale, license, loan or lease; and

(f) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Programmable Network section by your personnel or users.

6.5 You warrant that you will not use, permit or facilitate the use of the Programmable Network Services or Programmable Network Portal:

(a) without Telstra’s express approval, in relation to the business or affairs of any person other than you;
(b) to infringe the intellectual property rights of any person;
(c) to breach any law, standards, content requirements or applicable codes of conduct;
(d) to publish or disseminate any material that is defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person or group or have the likely effect of causing offence or harm;
(e) to menace or harass any person;
(f) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
(g) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.

INDEMNITY

6.6 You indemnify us against all liability and loss arising directly or indirectly from any and all actions, suits, causes of action, claims, demands, damages, costs, penalties, charges and expenses of every description whatsoever incurred in connection with:

(a) a breach by you or your Authorised Users of your obligations under this Programmable Network section; and
(b) any wilful, unlawful or negligent act or omission by you, your Authorised Users in connection with your use of the Programmable Network Portal, Platform or Services.

7 SECURITY REQUIREMENTS

INFRASTRUCTURE

7.1 You must, at your own cost:

(a) install and maintain the physical and network access security measures specified by us from time to time; and

(b) use reasonable endeavours to ensure that the systems or locations that receive and/or store all information about customers, including billing information, are not capable of being accessed by anyone other than your Authorised Users for the sole purpose of performing obligations under this Programmable Network section.

VIRUSES

7.2 You must use your best endeavours to ensure that no viruses or similar computer programs are transmitted to our computer systems through or as a result of you accessing the Programmable Network Portal or using the Programmable Network Services in accordance with this Programmable Network section. At a minimum, you must:

(a) ensure any information or computer program transmitted to our systems is free from known
viruses and similar computer programs; and

(b) implement, maintain and enforce a virus protection policy in accordance with the highest industry practice.

AUDIT

7.3 We may conduct an audit so we are able to determine whether or not, and to what extent, you are complying with your obligations under this Programmable Network section. You must fully co-operate with us, and make available for inspection, all systems, facilities, records, information and personnel relating to performance of this Programmable Network section.

8 PRIVACY

8.1 You acknowledge that in connection with the provision of the Programmable Network Services to you, your personal information may be stored and processed in Australia, the United Kingdom, United States or any other country where we, or our suppliers, contractors and/or agents have facilities, and you consent to the transfer of information outside of your country.

9 TERMINATION

9.1 You may stop using the Programmable Network Portal at any time, for any reason, although your current Programmable Network Services will remain active and we will continue to bill you for them until you cancel them.

9.2 Without limiting any other provision of this Programmable Network section, we may suspend or terminate your access to the Programmable Network Portal if:

(a) you are in breach of this Programmable Network section;

(b) there is an emergency; or

(c) we are required by law.

9.3 We may revoke your access to the Programmable Network Portal without further notice or liability if it is unused by you for more than six (6) months.

9.4 Your Authorised Administrator is required to immediately terminate Programmable Network Portal access to any Authorised User who leaves your organisation.

10 SERVICE LEVELS

SERVICE DELIVERY TIME

10.1 We aim to make each Layer 2 Flow Service, IA Service, GE Service or VNF Marketplace available to you within 10 minutes after you click the “Deploy” button on the Programmable Network Portal. This is measured from when you click to when the flow is deployed, it doesn’t mean there is traffic running across the flow.

10.2 If we fail to deliver the Programmable Network Service to you within 10 minutes other than as a result of an Exclusion Event, you may claim a credit of 5% of the charges for the applicable Service for each minute of delay, up to a maximum credit of 50% of the charges for the impacted Programmable Network Service. The credit amount will be based on the actual usage charge for the period.

AVAILABILITY

10.3 We aim to meet the following monthly Availability targets only for your Layer 2 Flow Service and VNF Marketplace:

Table 2: Service Availability Target
10.4 The Availability of your Layer 2 Flow Service and VNF Marketplace in a month is calculated only on a Programmable Network PoP to Programmable Network PoP basis as follows:

\[
\frac{(\text{Total Monthly Usage Time LESS Aggregate Monthly Unavailability During Usage Time})}{\text{Total Usage Time in that month}} \times 100\%
\]

10.5 If your Layer 2 Flow Service and VNF Marketplace does not meet the Availability Target in a month, you may claim a credit calculated as follows:

Unavailability \% \times \text{monthly charges for the impacted Layer 2 Flow Service or VNF Marketplace}

10.6 The credit payable for failing to meet the Service Availability target is capped at 50\% of the monthly charges for the impacted Layer 2 Flow Service or VNF Marketplace.

LATENCY

10.7 We aim to meet the monthly Latency targets specified on the Programmable Network Platform for the Latency level selected by you for your Layer 2 Flow Service (Latency Target).

10.8 The actual Latency of your Service in a month is measured in milliseconds using the following formula:

\[
\frac{\sum (\text{Average Monthly Latency })}{\text{Total Monthly Samplings of Latency}} = \text{Latency (ms)}
\]

10.9 If we fail to meet the Latency Target for your Layer 2 Flow Service, you may claim a credit of 30\% of the charge for the impacted Service.

11 EXCLUSION EVENTS

11.1 In addition to the Exclusion Events specified in the Agreement Terms, any faults or Unavailability caused by the following are Exclusion Events for each Programmable Network Service:

(a) the unavailability of capacity for Programmable Network Services;

(b) circuits comprising a part of the Programmable Network Service that are provided by third-party suppliers;

(c) failure or outage of any part of the sub-sea portion of the submarine cable system (including any hardware or software thereof) used for the supply of Layer 2 Flow Services.

12 VARIATION TO SERVICE SCHEDULE

12.1 Notwithstanding the Agreement Terms, we may from time to time revise the terms of this Service Schedule and any terms posted on the Programmable Network Platform and you shall be deemed to have accepted any such revision by your continued use of the Services after notice of the amended terms.
13 DEFINITIONS

13.1 In this Service Schedule, unless otherwise stated:

**Authorised User** means each person places an Online Order on your behalf on the Programmable Network Platform.

**Available** or **Availability** means the number of minutes in a month during which a Service is not Unavailable.

**City Pairs** mean, for example, Tokyo-Singapore, Hong Kong-Taipei, Sydney-Seoul, and include such City Pairs as may be available from time to time and are accepted by us in an Online Order.

**Cross Connect** means a network interconnection service that runs between your equipment located in a Programmable Network PoP to our End Point in a Programmable Network PoP.

**End Point** means an available point of connection on the Programmable Network Platform.

**Initial Period** means the minimum period for which you must acquire a Service, as set out or referred to in an Online Order, order form or an applicable Service Schedule.

**Latency** means the time taken in milliseconds for a 64byte frame to be sent from a Programmable Network PoP to another Programmable Network PoP and return to the first PEP PoP. We measure Latency each minute to determine the average monthly Latency each month.

**Local Loop** means the domestic connecting carriage service providing a direct connection between a Programmable Network POP in a country and your Site in that country.

**Online Order** means an order for a Programmable Network Service submitted by you and accepted by us via the Programmable Network Platform.

**Programmable Network POP** means a network point of presence equipped with Programmable Network infrastructure maintained by us, our affiliate, or our partners in a city between any City Pairs.

**Programmable Network Portal** means our customer portal which you may use to access the Programmable Network Platform.

**Ticket** means your trouble ticket issued by us for any outage or fault reported by you, which will only be issued by us when you provide sufficient information for us to identify the Fault.

**Unavailable** or **Unavailability** means an unplanned outage that results in the total disruption of a Programmable Network Service, such that the Programmable Network Service is unable to send and receive data. Unavailability commences when a Ticket has been logged by our service desk, and excludes any period during which an Exclusion Event applies.

**WAN** means a Multi-Protocol Label Switching (MPLS) service based on Layer 3 IP connectivity.