

SERVICE SCHEDULE – SATELLITE DATA SERVICES

This Service Schedule sets out the Service Description and service levels that apply to the Satellite Data Services.

1 SERVICE DESCRIPTION

- 1.1 This Service Schedule may consist of one or more components of the following Satellite Data Services. The following Service(s) are the selected Service(s) to be supplied to you as part of the contract between us and you:
- (a) **VSAT Private Lease:** this Service is a point-to-point satellite connection between any one of Telstra's Teleports or a partner teleport, and a Distant-End VSAT Terminal located at Your Site. Unless otherwise stated, we will be providing the Satellite Capacity for the satellite link and the Distant-End VSAT Terminal.
 - (b) **Satellite IP Trunk Service:** this Service is a private leased satellite communications link between a Telstra Teleport and a Distant-End VSAT Terminal or a Distant-End Satellite Earth Station, and internet connectivity to Telstra's GID network.
 - (c) **Satellite IPL Service:** this Service is a dedicated private leased satellite connection between a Telstra Teleport and a Distant-End Earth Station, and the Satellite Capacity for that connection.
- 1.2 If set out in an Order, the Service includes Local Access.
- 1.3 Other than as specified under this Service Schedule, we are not responsible for any equipment provided or used by you in conjunction with the Service.

2 CHARGES AND EARLY TERMINATION CHARGES

- 2.1 The charges payable by you to us for each Service are set out in the Order for that Service and may 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 us.
- 2.2 Fixed charges are payable in advance and variable charges based on usage are payable in arrears.

EARLY TERMINATION CHARGES

- 2.3 If an Early Termination Event occurs during the Service Term for a Service, the Early Termination Charge is a sum equal to the charges that would have been payable by you for the remainder of the Service Term if the Early Termination Event had not occurred.

3 SERVICE LEVELS

- 3.1 The "Service Levels" for each Service are set out in this clause 3.
- 3.2 Service Levels do not apply to any Local Access.

REBATES

- 3.3 To claim a rebate you 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.
- 3.4 Rebates and any rights to cancel a Service under the Service Levels are your sole remedy for our breach of a Service Level. Other than as expressly provided in this Agreement, we do not warrant or guarantee that the Services will be available to you on demand or continuously during the term.
- 3.5 If, for a Service, in a month you are entitled to make a claim for a rebate in respect of more than one Service Level in relation to the same event or outage you may only make a claim for a rebate in respect of one of those Service Levels.

SERVICE AVAILABILITY GUARANTEE

- 3.6 On and from the relevant Service Start Date, Service Availability for each Service is guaranteed at 99.5% (**Service Availability Guarantee**), unless specified otherwise.
- 3.7 Service Availability indicates the percentage of time a Service is available to you in each Invoice Period and is calculated follows:

$$\text{"Service Availability"} = 100 - (N/T)$$

Where: N = total number of minutes the Service is unusable as confirmed by us in the Invoice Period.

T = time period of the Invoice Period (calculated in minutes).

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- 3.8 If the Service Availability of a Service falls below the Service Availability Guarantee during an Invoice Period, you are entitled to a rebate (not cumulative).
- 3.9 The rebate is calculated by reference to a percentage of monthly recurring charges payable in the Invoice Period equivalent to the percentage of Service Unavailability in the Invoice Period for the affected Service.
- 3.10 The rebate for a failure to meet the Service Availability Guarantee in any month is subject to a cap of 100% of the monthly recurring charge for the affected Service in that month.
- 3.11 If an Extreme Outage occurs, you may terminate the Service and you will not be liable for any Early Termination Charges provided that written notice of cancellation is provided to us within 15 days of the event giving rise to the right to cancel under this clause.

EXCLUSION EVENTS

- 3.12 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) us stowing any antenna during a typhoon period for safety reasons (in which case we will endeavour to inform you of the action as soon as practicable);
 - (c) solar interference with a Service;
 - (d) failure or shut down of facilities or power supply at Your Site;
 - (e) use of VSAT Equipment in violation of our instructions;
 - (f) our inability to gain access to Your Site for maintenance or fault rectification in connection with the Service;
 - (g) your failure to release the Service for maintenance or troubleshooting; and
 - (h) any interruption of the Service agreed by us and you.

FORCE MAJEURE EVENT

- 3.13 For the Service, Force Majeure Event includes satellite malfunction, natural disasters, acts of terrorism and outbreak of war.

4 SERVICE TERM

- 4.1 The Service Term for each Service provided under this Service Schedule commences on the Service Start Date and continues for the Service Term unless terminated or renewed.
- 4.2 We will provide you with a test plan, which includes a test period of two Business Days commencing on the date we notify you that the Service is ready for testing (**Test Period**). If, prior to the conclusion of the Test Period:
- (a) you notify us of a suspected Provisioning Fault, we will investigate and rectify any Provisioning Fault before re-delivering the Service to you, and a new Test Period will begin on the date of re-delivery; or
 - (b) you do not notify us of a suspected Provisioning Fault, you are deemed to accept the Service.
- 4.3 If we are able to certify through tests that there is no Provisioning Fault, you will be deemed to accept the Service on completion of the Test Period.
- 4.4 Once the Test Period has concluded, we will provide you with a Test and Commissioning Report.
- 4.5 Notwithstanding any delays in the provision of the Service not caused by us (including, without limitation, delays in customs clearance, regulatory delays or a change of timetable for the provision of the Service instigated by you), we will commence billing you one week after the Test and Commissioning Report is delivered (**Service Start Date**).
- 4.6 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**).
- 4.7 At least 90 days prior to the expiry of the Initial Period, we must together negotiate an extension of the Service Term. If we cannot agree to an extension of the Service Term, or we do not engage in such negotiations to extend the Service Term, the Service Term automatically extends, following the expiration of the Initial Period, on a rolling month to month basis on the then existing terms (subject to an increase to the monthly recurring charge of 10%), each monthly period being an **Automatic Extension**, unless (a) either of us notifies the other by giving at least 30 days' written notice before the end of the Initial Period or any Automatic Extension, as applicable, that we wish to terminate the Service; or (b) earlier terminated in accordance with the Agreement Terms.

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5 ORDERING SERVICES

- 5.1 You must submit an Order to us to order a new, or to vary or cancel an existing, Service.
- 5.2 We may accept your Order, request that you provide us with further details or reject your Order.

STATUS OF ORDERS

- 5.3 You warrant that any person that submits an Order to us is duly authorised to do so. We are entitled to rely on each Order on that basis.

6 TERMINATION

- 6.1 In addition to the termination rights under the Agreement Terms, we have the right to terminate the Service if your use of the Service:
- (a) causes interference or disruption to the satellite or adjacent satellites; or
 - (b) breaches any applicable Laws.

7 VSAT EQUIPMENT

- 7.1 If we agree to sell Telstra VSAT Equipment to you then that Telstra VSAT Equipment becomes Customer VSAT Equipment upon your payment of the purchase price in the Order for that Telstra VSAT Equipment, at which point the risk and title to such equipment passes to you.
- 7.2 We will install and test the VSAT Equipment if specified in an Order. The parties shall agree on the installation and testing schedule at the time of the Order.
- 7.3 We will maintain the VSAT Equipment if specified in an Order. The parties agree that Telstra's response times for maintenance of VSAT Equipment vary on a case by case basis and is location dependent.
- 7.4 You must ensure that you allow us or our subcontractors notified to you by us to enter Your Site for the purposes of installing, testing or maintaining VSAT Equipment.
- 7.5 You must ensure that the Telstra VSAT Equipment is kept secure and free from damage whilst at Your Site.
- 7.6 You must ensure that any equipment forming part of the VSAT Equipment and which is designed to be situated indoors is sheltered from weather conditions and there is a stable power supply with Uninterrupted Power Supply (**UPS**) for the proper operation of VSAT Equipment. You must ensure that the UPS is not turned off when the Service is in operation.
- 7.7 You must ensure that all Telstra VSAT Equipment is kept free from any encumbrances, or liens and not represent to any third party that you have any rights or interests in the Telstra VSAT Equipment.
- 7.8 After expiry or termination of the applicable Service Term, you must allow us or our subcontractors notified to you by us to enter Your Site in order to recover the Telstra-VSAT Equipment.
- 7.9 Customer supplied equipment – if there is full or partial supply of any VSAT terminal by you, they must comply to Telstra specification and solution design. Any replacement of equipment after the solution design is confirmed is to be discussed with Telstra to ensure that the replacement equipment works with the solution design. You are solely responsible for shipping, customs clearance, installation and testing, warranty, and the maintenance of any equipment supplied by you. If maintenance service is provided by you or your contractor(s), you must notify Telstra 30 days before any scheduled maintenance. You must notify Telstra of any corrective maintenance work done within 3 working days and advise on the maintenance downtime that will be excluded from calculations of Service Availability or any applicable Service Levels.

8 SERVICE PROVIDERS

- 8.1 You acknowledge that we in our absolute discretion may contract with third party Service Providers for the supply of Satellite Capacity, terrestrial connectivity, on-site services and any other services for the provision of the Service.
- 8.2 Notwithstanding that we use a Service Provider, we are the supplier to you and the Service Provider has no liability to you.

9 CESSATION OF SUPPLY BY A SERVICE PROVIDER

- 9.1 We may limit, suspend or cancel the provision of a Service at any time by notice to you if a Service Provider ceases to supply, or gives us notice of its intention to cease to supply, the services necessary for us to supply a Service to you.
- 9.2 In addition to the termination rights under the Agreement Terms, Early Termination Fees/Charges apply where a

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cessation is caused by your act or omission.

10 OPERATIONAL FLEXIBILITY AND REQUIREMENTS

- 10.1 You acknowledge that we in our absolute discretion may deploy and use our satellite facility infrastructure as we wish from time to time.
- 10.2 We may assign or reassign any space segment allocation within the satellite identified in the Order or move the Service to a different transponder on the same satellite, a different satellite and/or different orbital location or alter the method by which we provide the technical configuration Service, provided that the Service, as so modified, is materially the same or better in terms of coverage and performance than the service specifications set out in the Order.
- 10.3 If we take any action under clause 10.2, we will provide you with a notice within a reasonable time or if requested by the satellite operator.
- 10.4 You must comply, and ensure that any person who uses the Service complies with the provisions of all applicable Laws, including any law in force in a jurisdiction where the Service is being supplied or used. Laws include any applicable rule, regulation, determination or a decision or direction of government body. Unless otherwise agreed, you are responsible for obtaining any required authorisations or licences to the Service.
- 10.5 If the site where the VSAT Equipment is to be installed is not owned by you, you must tell us as soon as possible and obtain the prior written consent from the owner of the site for the installation and operation of the VSAT Equipment.
- 10.6 If the Service includes a VSAT Private Lease, we may provide you with operational or technical requirements for the configuration and use of the VSAT Private Lease and any associated VSAT Equipment or other equipment. You must comply with these requirements and, on our request, confirm you are doing so. If the relevant VSAT Equipment is owned by you, you must provide written proof that the VSAT Equipment is registered with the Satellite Operator on our request. You must not use a VSAT Private Lease Service in a manner which may cause harm to a satellite or a signal disturbance to other adjacent satellite(s) in the orbit or to any other related infrastructure.
- 10.7 [If there is a planned outage, Telstra must be notified 30 working days in advance. If there is an unexpected outage, you must report this incident to Telstra.]

11 OSS

- 11.1 In certain jurisdictions we are unable, for legal, regulatory or policy reasons, to supply Services to you. In those jurisdictions, we provide a One Stop Shop Service (**OSS**) to assist you to acquire a service (**Local Service**) directly from a third party service provider (**Local Carrier**) pursuant to a separate agreement on the Local Carrier's term and conditions (including any applicable service levels and early termination fees):
- (a) by ordering and managing provisioning of the Local Service as your agent;
 - (b) invoicing you the charges for the Local Service (which may include an amount on account of our OSS fee); and
 - (c) resolving faults on the Local Service with the Local Carrier as your agent.
- 11.2 Where we provide OSS, you appoint, or if required by us will have any applicable entity using the Local Service (**End User**) appoint, us or another member of the Telstra Group nominated by us, to act as agent (the **Agent**). You and/or the End User may also need to sign additional documentation in relation to the OSS. We will provide you with any required documentation.
- 11.3 You agree, and are solely responsible for ensuring that the End User agrees, that OSS is being provided by us to you and by you to the End User, the End User must deal only with you in relation to the OSS and we and the Agent have no liability whatsoever to the End User or any other person.
- 11.4 Where we provide OSS for a Local Service this is noted in the relevant Order. Taxes on charges for a Local Service are payable by you.

12 AUSTRALIAN LOCAL ACCESS

- 12.1 This clause applies where we supply the Local Access in Australia to connect Your Site to a Service:
- (a) the charges payable for the initial installation, any recurring charges for access and any target provisioning times for that Australian Local Access will be those set out in the Order; and
 - (b) otherwise the relevant sections of Our Customer Terms for that Australian Local Access will apply to the extent they are not inconsistent with any other part of this Agreement. Early termination fees and service levels in Our Customer Terms do not apply.

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13 DEFINITIONS

13.1 For the purposes of this Service Schedule:

Customer VSAT Equipment means a Distant-End VSAT Equipment that is (a) owned by you; or (b) procured by you; or (c) procured by Telstra with the intention that ownership passes to you, for the purposes of a VSAT circuit under this Service Schedule.

Day means a calendar day.

Distant-End Satellite Earth Station means the satellite ground facilities used for reception of the Forward Channel and/or transmission of the Return Channel at Your Site or by a Service Provider at the Service Provider's site.

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

Forward Channel means the channel transmitted from a Telstra Teleport to be received by the VSAT Equipment or a Distant-End Satellite Earth Station.

GID means our global internet direct service.

Invoice Period means the period covered by an invoice.

Local Access means the domestic connecting carriage service providing connection between a Telstra Teleport or a Distant-End Satellite Earth Station in a country and Your Site in that country.

Order means a Service Order Form.

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

Return Channel means the channel transmitted from the VSAT Equipment or the Distant-End Satellite Earth Station to be received by a Telstra Teleport.

Satellite Capacity means the transponder capacity onboard a satellite acquired by you from a Service Provider or supplied to you by us for the support of the Service.

Service means [one or more of] the [VSAT Private Lease Service, Satellite IP Trunk Service and/or the Satellite IPL Service] provided by us pursuant to this Service Schedule and the Order.

Service Unavailability means the duration the Service is unusable as confirmed by us.

Telstra Teleport means a Telstra satellite earth station complex located at either Stanley in Hong Kong, or Oxford Falls in Sydney or Gnangara in Perth, Australia, through which international telecommunications traffic is processed for transmission to and reception from satellites.

Telstra VSAT Equipment means the VSAT Equipment owned by us, or leased or licensed to us, for the purposes of a VSAT circuit under this Service Schedule.

Test and Commissioning Report means the report referred to in clause 4.4, to be issued by us on completion of the Test Period.

VSAT Equipment means the online and spare equipment housed at Your Site used for reception of the Forward Channel and/or transmission of the Return Channel, as set out in an Order.

Your Site means your premises to which the Service connects from a Telstra Teleport, as specified in an Order.