

SERVICE SCHEDULE – TELSTRA MANAGED NETWORK SERVICE

This Service Schedule sets out the service description and service targets that apply to Telstra Managed Network Service.

1 SERVICE DESCRIPTION

- 1.1 The **Telstra Managed Network Service (MNS)** manage your Network (including your Equipment) 24 hours per day, excluding any of your equipment which is managed by a third party according to the service tier that you subscribed in the table below:

Table 1: Managed Network Service Tiers

Service Features	Service Tier	
	Premium	Premium Plus
Network Commissioning (as described in the Service Guide)		
Commissioning	✓✓	✓✓
Network Management (as described in the Service Guide)		
24x7 Global Help Desk	✓	✓
Proactive Service Assurance	✓	✓
IT Service Management	✓	✓
Reporting and Value Added Services (as described in the Service Guide)		
Web-based 24x7 Online Reporting Services	✓	✓
Written Analysis Reporting*	○	✓
Application Reporting*	○	✓
Threshold Monitoring & Alerting*	○	✓
Moves, Adds, Change, Delete (as described in the Service Guide)		
In-scope Changes	✓	✓
Out of Scope Changes	**	**

Notes:

- ✓ Standard service feature with charges included in the MRC (or if no MRC applies, the fixed non-recurring charge) for your Managed Network Service.
- ✓✓ Standard service feature but additional charges apply.
- Optional service feature and additional charges apply.
- * Refer to Annexure 1 for the availability for optional Services
- ** Additional charges apply depending on the nature of the Out of Scope Change.

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INITIAL PERIOD

- 1.2 The Initial Period for each Telstra Managed Network Service set is offered in 12 months or a longer period set out in your Service Order Form.

2 CONFIGURATION COMPLIANCE SCAN AND AUDIT SERVICE

- 2.1 As part of managing your MNS, we will:
- (a) routinely perform a remote scan and audit (**Audit**) of:
 - (i) your Network and Equipment agreed to be managed by us; and
 - (ii) your or third party's equipment not managed by us, but approved by us for use on the Network managed by us, dependent on our accessibility to such equipment and the capability of the equipment to present the required information to us.
 - (b) review the results of the Audit, and:
 - (i) identify any risks or threats that arise as a result of the Audit against an agreed set of pre-determined policies by us and you (**Policies**);
 - (ii) use our best efforts to update any Equipment configurations or software found to be compromised to comply with the Policies; and
 - (iii) subject to clause 2.1(a)(ii), notify you as soon as reasonably possible if your or third party's equipment approved for use on the Network is found to be compromised and requires a configurations or software update to comply with the Policies.
- 2.2 You acknowledge that you are responsible for your and third party's equipment approved for use on the Network under clause 2.1(a)(ii) and that our provision of MNS service is subject to your and third party's equipment being supported by you or third party and complying with the Policies at all times.

CUSTOMER NETWORK

- 2.3 Where you choose to use your own Network (**Customer Network**) but you engaged us to provide MNS and/or Customer Premises Equipment (**CPE**), we shall provide the following:
- (a) generate alerts through the cloud portals (being the Cisco Meraki Cloud Dashboard or VeloCloud Orchestrator (**VCO**) (where applicable);
 - (b) create Global Service Desk or associated tickets on your behalf; and
 - (c) log such tickets mentioned in (b) above with your third party service providers who provide the Customer Network (**Customer Service Providers**).

You agree that our obligations are solely to create the tickets mentioned in (b) above and to log such tickets mentioned in (c) with the Customer Service Providers and that we are not to perform any resolution of the issues set out in such tickets. Any resolutions of the issues in (c) are the responsibility of the Customer Service Providers.

3 SERVICE TARGETS

RESPONSE TIME TARGETS

- 3.1 We will assign a priority level to each Fault on your MNS Service and aim to meet the Response Time targets and Status Report targets for that priority level set out in Table 2 below.

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Table 3: Response Time and Status Report Targets

Priority Level	Response Time target	Status report target	Restoration Target
Priority 1 – your MNS Service is Unavailable at a major Site (or multiple Sites) causing critical impacts to your business operations.	15 minutes	Every hour	4 hours
Priority 2 – your MNS Service is Unavailable at a minor Site, or customer service is severely degraded impacting significant aspects of your business operations.	15 minutes	Every 2 hours	6 hours
Priority 3 – your MNS Service is degraded, noticeably impaired but most of your business operations continue.	30 minutes	Every 3 hours	8 hours
Priority 4 – you require information or assistance in respect of your MNS Service.	30 minutes	Every 24 hours	24 hours

4 CHARGES

4.1 The charges payable by you for your MNS Service are set out in the relevant Service Order Forms.

EARLY TERMINATION CHARGES FOR MNS SERVICE

4.2 If you cancel, terminate or downgrade a MNS Service for any reason other than our material breach of this Agreement:

- (a) prior to the Service Start Date for that MNS Service, you must pay us an Early Termination Charge equal to the costs reasonably incurred by us as a result of the termination (including any amounts payable by us to our Service Provider as a result of the cancellation of the GMNS Service); or
- (b) during the Initial Period for that MNS Service, you must pay us an Early Termination Charge for the remaining months in the Initial Period calculated in accordance with Table 2.

Table 2: Early Termination Charges

Initial Period	Percentage of the MRC payable as Early Termination Charge from the date of cancellation / downgrade	
12 Months	Months 1-12	100%
24 Months	Months 1-12	100%
	Months 13 to 24	75%
36 Months	Months 1-12	100%
	Months 13 to 24	75%
	Months 25 to 36	50%

EARLY TERMINATION CHARGES FOR TELSTRA CPE SERVICE

4.3 If, you cancel, terminate or downgrade a CPE Service for any reason other than our material breach of this Agreement:

- (a) during the Installation Period for that CPE Service, you must pay us an Early Termination Charge equal to the costs reasonably incurred by us as a result of the termination (including

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any amounts payable by us to our Service Provider as a result of the cancellation of the CPE Service); or

- (b) the Initial Period, the Early Termination Charge is an amount equal to the monthly charges that would otherwise have been payable by you for the remainder of the Initial Period.

5 DEFINITIONS

5.1 In this Service Schedule, unless otherwise stated:

Equipment means the equipment you purchase or rent from us as listed in the relevant Service Order Form.

Fault means a malfunction or error in the Equipment or the Operating System Software which results in the Equipment and/or the Operating System Software not operating in accordance with the manufacturer's or supplier's specifications or standard operating procedures.

Installation Period means the period between the date of acceptance of a CPE Service Order Form by us and completion of the installation of the Equipment.

Mean Time to Restore (MTTR) means the sum of the time your MNS Service is Unavailable during a month divided by the total number of service outages in that month. Each occasion on which the relevant MNS Service is Unavailable is counted as one outage.

MRC means the monthly recurring charge payable for the GMNS Service or a component of the MNS Service for a relevant calendar month.

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.

Node Servers means the servers which enables CDN system to redirect users' requests to the nearest node in real time based on the integrated information on network traffic, connection of nodes, load status, distance to users and response time.

Operating System Software means the operating system software described in the manufacturer's service description for the Equipment as being the standard ex-factory installation required to operate the Equipment.

Operating System Software Update means an incremental release of Operating System Software that provides maintenance fixes and may provide additional Operating System Software features.

PBS means Pacific Business Solutions (China), a company incorporated under the laws of People's Republic of China with its address at Room 05-07, 10/F, Block B, No.7 Building, Shenzhen Bay Eco-Technology Park, Shahe West Road, Nanshan District, Shenzhen, China.

PoP means a point of presence housing access nodes which connect to the Telstra international backbone network used by us to carry traffic between PoPs in different countries around the world.

Response Time is the period commencing when a valid trouble ticket is received by our service desk and ending when we advise you that the fault has been identified and action has commenced to resolve it.

Service Guide means any service guide or manual which is made available to you in connection with the MNS Service.

Site means the location at which the MNS Service is provided to you, as set out in your Service Order Form.

Software means the computer programs relating to the operation of your MNS Service, including firmware and application software, the Operating System Software and any Operating Systems Software Updates.

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Attachment 1 – Optional MNS Service Features

1 OPTIONAL SERVICE FEATURES

1.1 You may request us to provide the following optional Service as part of your MNS Service:

- (a) Managed WAN Ops;
- (b) Managed Switch;
- (c) Managed WiFi;
- (d) Managed Firewall;
- (e) Managed SD-WAN and
- (f) Managed VMware SD-WAN by VeloCloud (China only).

2 MANAGED WAN OPS

2.1 Our Managed WAN Ops Service comprises the supply, installation, commissioning, testing and management of accredited standalone WAN Optimisation Equipment in your Network.

2.2 No service levels apply to the Managed WAN Ops Service.

ELIGIBILITY

2.3 To acquire the Managed WAN Ops Service, you must also acquire a managed router which is enabled with quality of service.

2.4 If you request us to increase the bandwidth for your GMNS Service, additional charges may apply to your Managed WAN Ops Service.

3 MANAGED SWITCH

3.1 Our Managed Switch Service comprises the supply, installation, commissioning, testing and management of accredited local area network Equipment on your Site.

3.2 No service levels apply to the Managed Switch Service.

4 MANAGED WIFI

4.1 Our Managed WiFi Service comprises the supply, installation, commissioning, testing and management of accredited wireless local area network Equipment on your Site.

4.2 No service levels apply to the Managed WiFi Service.

5 MANAGED FIREWALL

5.1 Our Managed Firewall Service comprises the supply, installation, commissioning, testing and management of accredited firewall Equipment on your Site.

5.2 No service levels apply to the Managed Firewall Service.

6 MANAGED SD-WAN

6.1 Our Managed SD-WAN Service comprises the supply, installation, commissioning, testing and management of accredited Managed SD-WAN Equipment on your Site.

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6.2 You must not connect any radio communications devices or third party wireless service to your Managed SD-WAN Equipment.

6.3 No service levels apply to the Managed SD-WAN Service.

7 MANAGED VMWARE SD-WAN BY VELOCLOUD SERVICE (CHINA ONLY)

7.1 Our **Managed VMware SD-WAN by VeloCloud** Service is only available in China.

7.2 The **Managed VMware SD-WAN by VeloCloud** Service mainly comprises the installation of software and access device deployment to optimize your existing network access to cloud services, private data centers and corporate branches (**Existing Connectivity Service**).

7.3 If your Existing Connectivity Service is provided by Telstra or Telstra PBS, it will be subject to the terms and restrictions of Telstra’s or Telstra PBS’ licence as applicable.

7.4 You warrant that any Existing Connectivity Service provided by third party is legitimate, compliant with all applicable laws and legislations, free from any defects and will not cause any undue delay or disruption to the Managed Velocloud Service.

7.5 Our Managed VMware SD-WAN by VeloCloud Service does not include Node Servers.

7.6 No service levels apply to the Managed VMware SD-WAN by VeloCloud Service.

8 REPORTING AND VALUE ADDED SERVICES

8.1 The table below sets out the availability of Reporting and Value Added services for optional Services:

MNS Service Features	Managed WAN Ops	Managed Switch	Managed WiFi (Aironet)	Managed WiFi (Meraki)	Managed Firewall	Managed Router	Managed SD-WAN			
							IWAN	Meraki	Viptela	VeloCloud
Application Reporting	Not available	Optional	Not available	Not available	Not available	Optional	Not available	Not available	Not available	Not available
Threshold Monitoring and Alerting	Not available	Optional	Not available	Not available	Not available	Optional	Optional	Not available	Not available	Not available
Written Analysis Reporting	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional

8.2 You can acquire Premium Plus if all Reporting and Value Added Services are available for the relevant optional Service.

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Attachment 2 – Telstra CPE Service

This Attachment applies if we supply a Telstra Customer Premise Equipment (**CPE**) Service to you as part of your Telstra MNS Service.

1 TELSTRA CPE SERVICE

- 1.1 Our CPE Service comprises:
- (a) supply of Equipment by purchase or rent to you.
 - (b) delivery, installation and configuration of your Equipment; and
 - (c) if selected by you, maintenance of your Equipment.
- 1.2 We will procure a licence for you to use any Software for the Equipment on the same terms that the relevant third party supplier grants us such rights. You must comply with that licence.

2 DELIVERY, INSTALLATION AND CONFIGURATION

- 2.1 We will:
- (a) deliver and install the Equipment at a time and location we have agreed in advance with you (**Installation Date**);
 - (b) test the Equipment against ready-for-use criteria agreed with you.
- 2.2 We are not responsible for:
- (a) any customisation or installation of Software other than the Operating System Software; or
 - (b) resolving problems with your Equipment which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

YOUR RESPONSIBILITIES

- 2.3 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.
- 2.4 You are responsible for the preparation of your Sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.

INSTALLATION DATE

- 2.5 If we are unable to install the Equipment by the Installation Date for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
 - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by our Service Provider to reschedule the Installation Date.

3 MAINTENANCE SERVICES

- 3.1 If selected by you, we will supply maintenance services in respect of Faults in your Equipment as set out in this Schedule and the Service Guide (**Maintenance Services**).
- 3.2 We will aim to meet the following target Response Times for the Maintenance Grade that you select for your CPE Service:

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Table 1: CPE Maintenance Grades

Maintenance Grade*	Response Times
24x7x4	Onsite maintenance support 24 hours per day, 7 days per week. 4 hour target Response Time.
8x5x4	Onsite maintenance support 8 hours per Business Day. 4 hour target Response Time.
8x5xNext Business Day	Onsite maintenance support 8 hours per Business Day Next Business Day target Response Time.

* Some Maintenance Grades may not be available for all of your Sites.

3.3 If you request us to provide services outside the scope of Maintenance Services, additional charges may apply which we will agree with you before performing such services.

4 RESTRICTIONS ON USE

4.1 You must not:

- (a) disassemble, decompile or otherwise reverse engineer the Equipment or Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Equipment or Software;
- (b) copy or modify the Equipment or Software;
- (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment or Software; or
- (d) allow others to do any of the above.

4.2 You must:

- (a) install and use the latest Operating System Software Update if required by us to correct a reported Fault; and
- (b) promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or Fault detection.

5 EXPORT REGULATIONS

5.1 You acknowledge that the Equipment (including the Operating System Software) and technology or direct products thereof, supplied by us under this Service Schedule are subject to export controls under the laws and regulations of the United States (U.S.).

5.2 You must comply and must ensure that users of the Equipment (and separately the Operating System Software) comply, to the extent required by law to do so, with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Service Schedule (or any direct product thereof) in violation of any such laws, restrictions or regulations by you or the user to the extent you are subject to and required by law to comply with such laws, restrictions or regulations.

5.3 You indemnify us against all loss, damage, liability, costs or expenses incurred by us as a result of a claim against us arising from or in connection with any breach of clause 5.2 above by you.

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Annexure 1 to Attachment 2 – Purchase of Equipment

This Attachment applies if you purchase Equipment from us.

1 TITLE AND RISK

- 1.2 Title to the Equipment passes to you once you have paid us in full for the Equipment. Until that time, you hold the Equipment on our behalf.
- 1.3 Risk of loss or damage to the Equipment passes to you on delivery.

2 INSURANCE

- 2.1 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

3 RECOVERY OF EQUIPMENT

- 3.1 Without limiting our rights under the Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

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Annexure 2 to Attachment 2– Rental of Equipment

This Attachment applies if you rent Equipment from us.

1 TITLE AND RISK

- 1.1 Title to the Equipment remains with us and does not pass to you at any time.
- 1.2 Risk of loss or damage to the Equipment transfers to you on delivery.

2 INSURANCE

- 2.1 You must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

3 RECOVERY OF EQUIPMENT

- 3.1 Without limiting our rights under the Agreement or at law, if the Agreement or your GMNS Service is cancelled or terminated for any reason, at our request, you must provide us with access to the Site(s) where the Equipment is located so that we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us for any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

4 USE OF EQUIPMENT

- 4.1 You must:
 - (a) keep the Equipment in good working order, condition and repair;
 - (b) not sell, dispose of or encumber the Equipment in any way; and
 - (c) allow us (or our Personnel) to inspect the Equipment at any time on reasonable notice.

5 ALTERATIONS, MODIFICATIONS AND REPAIRS

- 5.1 You must not alter, modify or repair the Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Equipment and it impairs the condition of the Equipment or diminishes its use or value, we may charge you an additional repair fee.
- 5.2 If you replace any part of the Equipment, you must ensure that the replacement part is of equal or better quality than the removed part, and is compatible with the Equipment.
- 5.3 You may remove any part of the Equipment which you have added, provided that:
 - (a) the new part was in addition to, and did not replace, any original part of the Equipment; and
 - (b) you do not cause any damage to the Equipment or diminish its use or value by removing the part.
- 5.4 If you do not remove any part which you have added to the Equipment, that part will become part of the Equipment at the end of the Initial Period, and we may charge you an additional fee to remove the additional part.
- 5.5 You are responsible for all costs relating to any alteration, modification or repair which you make to the Equipment, including any loss or damage which you may suffer as a result of that alteration, modification or repair.