

SERVICE SCHEDULE – INTERNET SERVICES

This Service Schedule (including the Annexes) sets out the Service Description and service levels that apply to the Internet Services.

1 SERVICE DESCRIPTION

- 1.1 Each Internet Service consists of:
- (a) a Global Internet Direct (**GID**) service;
 - (b) a Telstra Internet Direct (**TID**); and/or
 - (c) a Global Internet Extension (**GIE**) service,
- as set out in your Service Order Form.
- 1.2 Our GID and TID Services provide connectivity between a Port at our PoP and the Internet.
- 1.3 Our GIE Service is an off-net Internet solution provided in conjunction with our Service Providers.
- 1.4 Our GID Services consist of the following:
- (a) GID Standard Service which transmits your Internet traffic via at least two dedicated cable paths;
 - (b) GID Economy Service which transmits your Internet traffic using non-restored capacity;
 - (c) GID PBS Service which provides Internet access to your Sites in China comprising
 - (i) GID PBS (Economy) Service;
 - (ii) GID PBS (Professional) Service which you may only acquire when you co-locate in one of our data centres in China; and
 - (iii) GID PBS (Standard) Service; and
 - (d) Optional services for GID Services as set out in Attachment 1.
- 1.5 Our TID Services consist of:
- (a) the TID Premium Package Service which provides a committed information rate internet service via our PoPs around Australia and includes an Australia Connecting Carriage Service; and
 - (b) the TID Lite Package Service which provides a peak information rate internet service via our PoPs around Australia and includes an Australia Connecting Carriage Service.
- 1.6 Our GIE Service consists of:
- (a) GIE Standard and Economy Services which expand Internet access coverage via local internet providers and supporting technologies including xDSL, FTTx, and DIA, with service availability targets for GIE Standard and a best efforts basis service for GIE Economy;
 - (b) Expereo GIE Service which expands Internet access coverage and allows you to additionally acquire:
 - (i) Expereo GIE Router Service which includes a GIE Standard Service and a router which will provide connectivity between the Internet and your Local Area Network (LAN) (Acquiring our Global IPVPN service is a pre-requisite to acquiring this Service); and/or
 - (ii) Expereo GIE Gateway Service which is an encrypted public Internet based connection from your Site to our Global IPVPN service (Acquiring our Global IPVPN service is a pre-requisite to acquiring this Service); and
 - (c) the GIE Wireless service, as described in Attachment 2 (**GIE Wireless Service**).
- 1.7 In this Service Schedule:
- (a) the “**Australian Services**” are the TID Services specified in clause 1.5 and its associated optional services provided within Australia as specified in your Service Order Form;
 - (b) the “**Global Services**” are:
 - (i) the GID Services specified in clauses 1.4 and the associated optional services provided outside Australia as specified in your Service Order Form; and
 - (ii) the “**GIE Services**” are the GIE Services specified in clause 1.6 provided outside Australia as specified in your Service Order Form,
- each a **Service**.

2 BANDWIDTH

- 2.1 You must specify in your Service Order Form the amount of Internet bandwidth for your Service (**Committed Data Rate**).
- 2.2 Subject to the terms relating to our burstable bandwidth optional service, we will not deliver your Internet traffic in excess of your Committed Data Rate.

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3 SITE SURVEY

- 3.1 After acceptance of a Service Order Form, we will carry out a service delivery site survey (**Site Survey**) for the relevant Service. If the Site Survey reveals that the Service is unavailable or additional costs (including costs arising from capital works, on-site cabling or wiring or building management charges) are required to deliver the Service, we may propose an amendment to the Service and the charges for the Service by notice to you. If you do not accept the amended Service or the amended charges, you may cancel the Service provided that you reimburse us any third party costs that we reasonably incur in relation to your termination of the impacted Service.

4 SERVICE PROVISIONING TIMES

- 4.1 After we carry out the Site Survey, we will provide you with a target service delivery completion date for the Service (**Ready for Service (RFS) Date**).

GLOBAL SERVICES

- 4.2 If we do not deliver the GID Standard Service or GID Economy Service to you by the RFS Date, other than as a result of an Exclusion Event, you may claim a credit of 5% of the non-recurring charges (**NRC**) (or monthly recurring charges (**MRC**) if no NRC is applicable) for the relevant delayed Service for each Business Day past the RFS Date, up to a maximum service credit of 100% of the NRC (or the first month's MRC) for the relevant delayed Service.
- 4.3 If we do not deliver the GID Standard Service or GID Economy Service to you within 31 days of the RFS Date other than as a result of an Exclusion Event, you may cancel the affected Service by notifying us in writing within 15 days of the expiry of the 31-day period.
- 4.4 If we do not deliver GID PBS Services to you within 60 days of the RFS Date other than as a result of an Exclusion Event, you may cancel the affected Service by notifying us in writing within 10 days of the expiry of the 60-day period.
- 4.5 We will provide you with a period of 2 Business Days from the date that we notify you that the Global Service is ready for testing (**Test Period**), to test the Service for any Provisioning Fault.

GIE SERVICES

- 4.6 If we do not deliver the Expereo GIE Service, Expereo GIE Router Service or Expereo GIE Gateway Service to you within 60 days of the RFS Date other than as a result of an Exclusion Event, you may cancel the affected Service by notifying us in writing within 15 days of the expiry of the 60-day period.
- 4.7 Unless otherwise stated, we do not provide any service credits for failing to deliver the service by the RFS Date.

5 SERVICE AVAILABILITY TARGETS

- 5.1 Service Availability is calculated according to the following formula:

$$\text{Service Availability} = \frac{X - (\text{sum of all Downtimes})}{X} \times 100\%$$

Where:

“X” is the number of minutes in a given month (e.g. 30 x 24 x 60 – 43,200 for a 30 day month).

“Downtime” is the number of minutes that your Internet Service is Unavailable.

GLOBAL SERVICES

- 5.2 We will aim to meet the following Service Availability targets:

Table 1: Service Availability for Global Services

Availability Type	GID Standard & Economy Service Availability	GID PBS Service Availability
POP Availability	99.99%	99.80%
Site Availability (except where the Local Access is provided over DSL in which case the Site-to-Site Service Availability target does not apply)	99.90%	NA

If a Global Service does not meet the Service Availability target in a month, you may claim a credit calculated in accordance with Table 2A or 2B (as applicable).

Table 2A: Service Availability Credits – GID Standard and Economy Services

Availability Type	Service Availability calculated as a percentage	GID Standard Service Availability Credit	GID Economy Service Availability Credit
POP Availability	99.98%-99.86%	10% of Port MRC	10%
	99.85%-99.45%	30% of Port MRC	
	<99.45%	50% of Port MRC	
Site Availability	99.98%-99.00%	5% of MRC	5%
	<99.00%	10% of MRC	

Table 2B: Service Availability Credits - GID PBS Services

Service Type	Service Availability calculated as a percentage	GID PBS Service Availability Credit
PoP-to-PoP	<99.80 %	5% of Port MRC

- 5.3 If your GID Standard Service or GID Economy Service experiences either:
- (i) a single period of Unavailability in excess of 24 hours in any month; or
 - (ii) three or more periods of Unavailability of eight or more hours each in any six month period,
- (either being a “**Chronic Outage**”), you may cancel the impacted Service without the payment of any Early Termination Charges by notifying us in writing within 15 days of the Chronic Outage.
- 5.4 You may cancel a GID PBS Service (excluding GID PBS (Economy) Service) due to a Chronic Outage without the payment of any Early Termination Charges by notifying us in writing within 15 days of the Chronic Outage, PROVIDED THAT the Unavailability is caused by the PBS IP core network (and not caused by the Local Loop or the ISP network (eg. CU, CM, CT or any other ISPs) in China).

GIE SERVICES

- 5.5 We will aim to meet a Service Availability target of 98.5% per month on the GIE Standard Service.
- 5.6 Subject to clauses 9 and 10 below, if your Expereo GIE Service does not meet the Service Availability target in a month, you may claim a credit in the amount of 1.5% of MRC for each 0.1% of Availability below the applicable target capped at 20% of the MRC measured at the commencement of the Initial Period for that Service per calendar month.
- 5.7 We will aim to meet the Service Availability targets set out in Attachment 2 for the GIE Wireless Service.
- 5.8 Unless otherwise stated above, we do not provide any credits for failing to meet Service Availability targets.

GLOBAL AND GIE SERVICES

- 5.9 Site Availability is calculated according to the following formula:

$$Site\ Availability = \frac{X - (sum\ of\ all\ Downtimes)}{X} \times 100\%$$

Where:

- “X” is the number of minutes in a given month (e.g. 30 x 24 x 60 – 43,200 for a 30 day month).
- “**Downtime**” is the number of minutes that any given Site is Unavailable.

- 5.10 We will aim to meet the following Site Availability targets set out in Table 3A below if you acquire our Internet Services in any of the following combinations:

Table 3A: Site Availability Targets – Global and GIE Services

Scenarios	Service Type 1	Service Type 2	Pop Resiliency	Site Availability
1	GIE Economy	NA	NA	NA
2	GIE Standard/GIE Wireless	N/A	NA	98.50%
3	GIE Economy	GIE Economy	NA	NA
4	GIE Standard/GIE Wireless	GIE Economy	NA	98.50%
5	GIE Standard	GIE Standard/GIE Wireless	NA	99.50%
6	GID Standard / Economy	N/A	Single pop	99.90%
7	GID Standard / Economy	GIE Economy	Single pop	99.90%
8	GID Standard / Economy	GIE Standard/GIE Wireless	Single pop	99.95%
9	GID Standard / Economy	GID Standard / Economy	Single pop	99.98%
10	GID Standard / Economy	GID Standard / Economy	Dual pop	99.995%

5.11 If a combination of Internet Services above does not meet the Site Availability target in a month, you may claim a credit in accordance with Table 3B below:

Table 3B: Site Availability Credits – Global and GIE Services

Scenarios	Availability calculated as a percentage	Site Availability Credit
Scenario 1, 2, 3, 4 & 5	NA	NA
Scenarios 6 & 7	99.00% - 99.89%	5% of MRC
Scenario 8	99.00% -99.94%	
Scenario 9	99.00% -99.97%	
Scenario 10	99.00% -99.994%	
Scenario 6, 7, 8, 9 & 10	<99.00%	10% of MRC

6 MEAN TIME TO RESTORATION (MTTR)

GLOBAL SERVICES

6.1 In respect of the Global Services, MTTR targets only apply to GID Standard Services. We will aim to meet a MTTR target of less than four hours per month on the GID Standard Service.

If the actual MTTR of your GID Standard Service exceeds four hours for a month, you may claim the following credit depending on the cause of the Unavailability:

Table 4: MTTR Credits

Mean Time to Restore	Credit (Unavailability caused by the Port)	Credit (Unavailability caused by the Local Access)
Between 241 minutes and 480 minutes	10% of MRC	10% of MRC

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Mean Time to Restore	Credit (Unavailability caused by the Port)	Credit (Unavailability caused by the Local Access)
Between 481 minutes and 720 minutes	15% of MRC	13% of MRC
Between 721 minutes and 960 minutes	20% of MRC	15% of MRC
Between 961 minutes and 1200 minutes	25% of MRC	18% of MRC
Between 1201 minutes and 1440 minutes	30% of MRC	20% of MRC
In excess of 24 hours	35% of MRC	25% of MRC

6.2 The MTTR credits do not apply cumulatively. A MTTR credit may not be claimed in addition to any other credits for other service level targets with respect to the same incident or outage.

GIE SERVICES

- 6.3 We will aim to meet an MTTR target of less than four hours per month on the GIE Standard Service.
- 6.4 Subject to clauses 9 and 10 below, if your Expereo GIE Service does not meet the MTTR target in a month, you may claim a credit equivalent to 2% of MRC per hour above the applicable MTTR target per calendar month.
- 6.5 Unless otherwise stated above, we do not provide any credits for failing to meet MTTR targets.

7 ROUND TRIP DELAY (RTD)

- 7.1 The RTD targets apply to the GID Standard Service and the GID PBS (Standard) Service only and are measured on a PoP-to-PoP basis. We will aim to meet the PoP-to-PoP RTD targets applicable to your GID Standard Service and the GID PBS (Standard) Service and notified to you.
- 7.2 If (i) the average PoP-to-PoP RTD performance on a GID Standard Service exceeds the PoP-to-PoP RTD target by 20% for that Service in a month or (ii) the average PoP-to-PoP RTD on a GID PBS (Standard) Service exceeds the PoP-to-PoP RTD target by 20% for that Service in a month, subject to clause 10, you may claim the following credit for the impacted GID Standard Service or GID PBS (Standard) Service.

Table 5: RTD Credits

Service Type	Service Credit
GID Standard Service	5% of MRC
GID PBS (Standard) Service	3% of MRC

8 PACKET DELIVERY RATIO (PDR)

- 8.1 The PDR targets apply to GID Standard and GID PBS (Standard) Services only. We will aim to meet the monthly PDR targets set out in Table 6.
- 8.2 If we do not meet the PDR targets for a GID Standard or GID PBS (Standard) Service in a month, subject to clause 10 you may claim credits for the impacted GID Standard or GID PBS (Standard) Service as set out in Table 6.

Table 6: PDR Targets and Credits

Service Type	PDR Target	Service Credit
GID Standard Service	99.0%	10% of Port MRC
GID PBS (Standard) Service	99.5%	3% of Port MRC

9 APPLICABILITY OF SERVICE AVAILABILITY AND MTTR TARGETS FOR EXPEREO GIE SERVICE

- 9.1 The Service Availability and MTTR targets for the Expereo GIE Service are only applicable on the following dedicated (guaranteed access speed) managed Internet access types:
- (a) Private Lines (SDH, SONET);
 - (b) Ethernet (over Fiber/Copper);
 - (c) Wireless (aka radio/microwave); and
 - (d) Satellite (C-band; e.g. iDirect, SCPC).

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10 MAXIMUM SERVICE CREDIT ENTITLEMENT

- 10.1 Notwithstanding anything to the contrary in this Service Schedule, the following caps on service credit entitlement shall apply:
- (a) The maximum total credits payable for each Expereo GIE Service in a calendar year is capped at one month's MRC for each Service per calendar year; and
 - (b) The maximum total credits payable for each GID PBS Service in a calendar month is capped at 10% of the relevant MRC per month.

11 COUNTRY SPECIFIC TERMS

CHINA

- 11.1 For your GID Standard Services, you may specify in your Service Order Form the percentage of traffic flow that you expect to be transmitted to/from China (**Nominated China Direct Traffic Flow**).
- 11.2 If you do not specify a Nominated China Direct Traffic Flow, the default percentage of up to 5% will apply.
- 11.3 We will review on a quarterly basis (**Quarterly Review**) the actual percentage of traffic flow for your GID Standard Service that is transmitted to/from China (**Actual China Traffic Flow**).
- 11.4 If, following a Quarterly Review, we determine that your Actual China Traffic Flow materially exceeds your Nominated China Traffic Flow, we may:
- (a) review the charges that apply to your GID Standard Service; and
 - (b) adjust the Nominated China Traffic Flow appropriately.
- 11.5 If we adjust your Nominated China Traffic Flow in accordance with clause 11.4(b), the adjusted figure will become the Nominated China Traffic Flow for each subsequent Quarterly Review until that figure is further adjusted.
- 11.6 We will agree on any changes to the charges that apply to your GID Standard Service before they take effect.

INDIA

- 11.7 You agree that you will record and store system logs relating to Network Address Translation (**NAT**) at all times, effective from the Service Start Date, as required by the Indian Department of Telecommunications (**DOT**).
- 11.8 This requirement applies to any NAT mechanism deployed by you for accessing the Internet.
- 11.9 You agree that you will:
- (a) maintain, update and store these logs in the format appended at Clause 11.10 below;
 - (b) for each such log, store it for a period of at least one year; and
 - (c) produce the logs to Telstra, where such a request has been made by the DOT to Telstra, verbally or in writing.
- 11.10 The following parameters are required to be stored in SYS LOG of Network Address Translation (NAT) for Internet Access:

Sr. No.	Parameters
1	Start Date (mm:dd:yyyy) & Time (hh:mm:ss)
2	End Date (mm:dd:yyyy) & Time (hh:mm:ss)
3	Source IP Address
4	Source Port
5	Translated IP Address
6	Translated Port
7	Destination IP Address
8	Destination Port

- The term "SYSLOG" refers to Logs for NAT
- The aforesaid parameters shall also be applicable for NAT mechanism for dual stack in an IPv6 network.

- 11.11 By signing the Service Order Form for the Services, you confirm that you comply with the requirements of sections 11.7 – 11.10 of this Service Schedule.

INDONESIA

- 11.12 In order to comply with local regulatory requirements, you must acquire our DNSR Service for Services supplied in Indonesia.

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AUSTRALIA

- 11.13 The following clauses 11.14 to 11.20 apply to your Australian Services.
- 11.14 The service description, service levels and other product terms applicable to the Australian Services are set out in Our Customer Terms.
- 11.15 Our Customer Terms (except for the General Terms section) form part of this Agreement insofar as they apply to Australian Services. Our Customer Terms do not apply to the Global Services.
- 11.16 You may view Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government> or obtain a copy from us. You acknowledge either receiving, or having had the opportunity to review, a copy of Our Customer Terms, including Part A – Telstra Internet Direct of the Internet Solutions section of Our Customer Terms which refers to other sections of Our Customer Terms which also apply to your Australian Service.
- 11.17 If there is an inconsistency between the terms of this Agreement and Our Customer Terms, the terms of this Agreement prevail to the extent of that inconsistency (in accordance with the order of precedence set out at Agreement Terms).
- 11.18 If your Agreement includes a separate “Data Services Schedule” which applies to the Australian Services, the terms in that Data Services Schedule will prevail over the terms in this Internet Service Schedule to the extent of any inconsistency.
- 11.19 We may limit, suspend or cancel the provision of an Australian Service at any time:
 - (a) without notice to you in the event of an emergency or in order to provide resources to emergency and other essential services;
 - (b) after giving you as much notice as we reasonably can, if the Australian Competition and Consumer Commission (**ACCC**) issues or we reasonably anticipate that the ACCC may issue a competition notice in relation to an Australian Service; or
 - (c) after giving you notice if you are or become a carrier or carriage service provider (as defined in the *Telecommunications Act 1997* (Cth)).
- 11.20 You agree and will ensure that your Personnel, your Related Companies and their Personnel, and any individuals, who receive the Australian Services or whose information is disclosed to us, in connection with our provision of the Australian Services, are aware that we may use and disclose information about you and each of them in accordance with our Australian privacy statement (as amended by us from time to time), which is available at <http://www.telstra.com.au/privacy/privacy-statement/index.htm>.

12 POLICIES

- 12.1 You must comply with our policies relating to IP addresses and routing protocols set out at Attachment 3 as they apply to the Service, as amended from time to time.

13 EARLY TERMINATION CHARGES

- 13.1 If you cancel or downgrade a Service for any reason other than our material breach of this Agreement at any time:
 - (a) prior to the Service Start Date for that 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 Service); or
 - (b) during the Initial Period for that Service, you must pay us an Early Termination Charge for the remaining months in the Initial Period calculated in accordance with the following table:

Table 7: Early Termination Charges

Initial Period	Percentage of the MRC payable as Early Termination Charge from the date of cancellation / downgrade	
GLOBAL SERVICES		
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%
GIE SERVICES		
12, 24 and 36 Months	100%	

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14 WARRANTIES AND LIABILITY

- 14.1 To the extent permitted by law, unless expressly provided otherwise in this Agreement, the Equipment is provided or otherwise made available to you 'as is' and, we do not provide any warranties or guarantees in relation to Equipment, including in relation to the security of the Equipment or any data transmitted using the Equipment.
- 14.2 To the extent permitted by law, and subject to the limitations of liability clauses set out in the Agreement Terms, we are not responsible or liable for the security of the Equipment or any data transmitted using the Equipment.

15 DEFINITIONS

- 15.1 In this Service Schedule, unless otherwise stated:

Agreement Terms means the terms and conditions of the agreement to which this Service Schedule is appended.

Australian Services has the meaning set out in clause 1.5.

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

Committed Data Rate has the meaning set out in clause 2.1.

Equipment means any hardware or equipment provided or made available to you in connection with a GIE Service under this Service Schedule.

Global Service has the meaning set out in clause 1.5.

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

Local Access or Local Loop means the domestic connecting carriage service providing a direct connection between a PoP in a country and your Site in that country.

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

MRC means the monthly recurring charge payable for the Service or a component of the 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.

Our Customer Terms means the Standard Form of Agreement formulated by Telstra for the purposes of Part 23 of the Act, as amended by us from time to time in accordance with the Act.

Packet Delivery Ratio (PDR) means the ratio of the number of test IP packets received at a destination provider edge router, compared with the number of test packets sent from an origin provider edge router at 5 minute intervals in a month. PDR only applies to the Service where the Port is on a provider edge router that is enabled with a performance monitoring device to measure traffic flow over our Network.

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

PoP-to-PoP means a point-to point or point-to-multipoint Service provisioned between PoPs without a Local Access.

Port means a service access point within a PoP.

Provisioning Fault means the failure of the Service to meet the relevant ITU specifications for establishing that Service.

Ready for Service (RFS) Date has the meaning set out in clause 4.1.

Related Bodies Corporate has the meaning given under the Corporations Act 2001 (Cth).

Related Company means each of your Related Bodies Corporate that uses or accesses the Services and Related Companies has a corresponding meaning.

Round Trip Delay (RTD) is measure of the monthly average round trip delay performance for each Service and is measured separately between our PoPs between provider edge routers enabled with a performance monitoring device to measure continues traffic flow over our Network, as identified on our PoP list.

Site means a location to which your Service is supplied or connected.

Site Survey has the meaning set out in clause 3.1.

Site-to-Site means a point-to point or point-to-multipoint Service provisioned between your Sites which are connected to our PoPs via Local Access circuits.

Test Period has the meaning set out in clause 4.5.

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

ATTACHMENT 1 – OPTIONAL SERVICE FEATURES FOR GID SERVICES

1 OPTIONAL SERVICE FEATURES FOR GLOBAL SERVICES

- 1.1 You may request us to supply the following optional Services with your GID Services (other than GID PBS Services):
- (a) Blackhole Routing Service;
 - (b) Domain Name Service Resolver Service (**DNSR Service**); and
 - (c) Burstable Bandwidth.
- (Optional Service Features).
- 1.2 To access the Optional Service Features, you may need to separately acquire additional services. The terms relating to the supply of those additional services are set out in separate Service Schedules and Service Order Forms.

2 BLACKHOLE ROUTING SERVICE (NOT APPLICABLE TO GID PBS SERVICES)

- 2.1 If you select this Service, we will try (but do not promise) to configure our Network in a way that Internet traffic is dropped within our Network and not delivered to your designated routing prefixes.

3 DNSR SERVICE

- 3.1 If you select this Service, subject to our feasibility assessment, we will try (but do not promise) to resolve and respond to your requests for mapping of Internet domain names to Internet IP addresses and Internet IP addresses to Internet domain names.

4 BURSTABLE BANDWIDTH (NOT APPLICABLE TO GID PBS AND AUSTRALIAN SERVICES)

Introduction

- 4.1 Our Burstable Bandwidth Service allows for your GID Standard and GID Economy Services to use additional Internet bandwidth above your Committed Data Rate up to a maximum amount of Internet bandwidth (**Maximum Data Rate**) as specified by you in your Service Order Form.
- 4.2 If you do not specify a Maximum Data Rate, the default ratio of 2:1 (Maximum Data Rate: Committed Data Rate) will apply.
- 4.3 You may only request a variation to each of your Committed Data Rate and Maximum Data Rate once each month. The variation will take effect in the following calendar month.
- 4.4 We do not promise to deliver your Internet traffic in excess of your Committed Data Rate. We will not deliver your Internet traffic in excess of your Maximum Data Rate.

How we measure and charge your bandwidth

- 4.5 Your standard MRC will apply to your bandwidth usage up to your Committed Data Rate. Additional variable charges will apply to your bandwidth usage in excess of your Committed Data Rate up to your Maximum Data Rate.
- 4.6 We will measure your monthly bandwidth usage in five minute intervals on all your incoming and outgoing Internet traffic through each Port for the purpose of calculating your chargeable bandwidth in accordance with Clause 4.7.
- 4.7 We will use the higher of your incoming and outgoing Internet traffic and charge a specified rate to your bandwidth usage in excess of your Committed Data Rate after excluding the top 5% of your monthly traffic utilization when arranged from highest to lowest.
- 4.8 We will measure and charge your monthly bandwidth usage on a Port by Port basis.

Service Levels

Our service levels only apply to your Committed Data Rate and not to your bandwidth usage in a particular month that exceeds your Committed Data Rate.

1 APPLICATION

1.1 The terms in this Attachment 2 apply to the GIE Wireless Service.

2 GIE WIRELESS SERVICE DESCRIPTION

2.1 The GIE Wireless Service is comprised of the following, as set out in detail in your Service Order Form:

- (a) **Wireless Internet Access (WIA) service:** a managed wireless internet access service that includes following components, as set out in detail in your Service Order Form:
 - (i) router equipment including one or more SIM cards;
 - (ii) 4G data connectivity (provided by one or more local Mobile Network Operators (**MNOs**) in the location where your GIE Wireless Service is provided) (**Connectivity**);
 - (iii) installation services; and
 - (iv) support services; and/or
 - (v) connection to the internet via public internet gateways (public APN);
 - (vi) IP addresses assigned privately and dynamically and may include Network Address Translation (NAT);
 - (vii) an Ethernet handoff; and
- (b) **Additional Service Options:** optional services that you can request and that we may agree to provide in our sole discretion, as set out in detail in your Service Order Form, including:
 - (i) **Local Static IP:** Local Public Static ('Fixed') IP addressing including 1 usable IPv4 address (/30);
 - (ii) **Regional Static IP:** Regional Public Static ('Fixed') IP addressing including 1 usable IPv4 address (/30) or 5 usable IPv4 addresses (/29); and
 - (iii) **Equipment upgrade:** Equipment (and licences) with upgraded functionality.

Additional Service Options are only available in connection with an underlying WIA service.

3 ELIGIBILITY

3.1 The GIE Wireless Service is only available in approved locations.

4 SERVICE TERM

4.1 Unless otherwise agreed in a Service Order Form, the Initial Period of your GIE Wireless Service is the period commencing on the Service Start Date and ending on the date that is 12 months from the first day of the month after your GIE Wireless Service is activated.

5 THIRD PARTY SUPPLIERS

- 5.1 We may use third parties to deliver some or all of the GIE Wireless Service (**Third Party Suppliers**).
- 5.2 Additionally, some aspects of your GIE Wireless Service may be the responsibility of a third party or conditional upon action by a third party. To the extent that a Service Order Form defines an action as a third party responsibility we are not responsible for any delay or inaction by the third party.
- 5.3 For the avoidance of doubt, Third Party Suppliers do not include Telstra's dealers or related entities.
- 5.4 You appoint us as your agent to act on your behalf in relation to any Third Party Supplier to the extent specified in a Service Order Form.
- 5.5 You authorise us to provide your contact details and all other necessary information (including confidential information) to any Third Party Suppliers, and to instruct Third Party Suppliers on your behalf, to the extent necessary for us to provide the GIE Wireless Service to you. Upon request, you must provide all assistance we reasonably require, to provide the GIE Wireless Service, including by providing authorisations to third parties.

6 CONNECTIVITY

6.1 Your GIE Wireless Service includes one of the following connectivity plans (as set out in a Service Order Form):

Plan description	Inclusions	Restrictions on data usage
Primary (Unlimited) Plan: designed for circumstances in which your GIE Wireless Service is used as your primary internet connection at the relevant Site.	Unlimited data allowance at the Maximum Speed per month	N/A
Backup Plan: designed for circumstances in which your GIE Wireless Service is used as a backup internet connection in the event of a failure or outage of your primary internet connection at the relevant Site.	Monthly data allowance is either 20GB or 10GB dependent on the service location.	Throttled to 1Mbps download and upload speed for the remainder of the month, if the data allowance is exhausted during the calendar month.

- 6.2 Subject to clause 11.5 of this Attachment 2, your connectivity plan is subject to a maximum upload and download speed (**Maximum Speed**) as set out in your Service Order Form. These are the maximum speeds available to you and while actual performance may be lower than this, the minimum upload and download speeds available to you will be at least 50% of the Maximum Speed (**Baseline Speed**).
- 6.3 After installation of your GIE Wireless Service, you may request that we vary your connectivity plan or the Maximum Speed of your connectivity plan, and we may (but are not obliged to) agree that request (in our sole discretion). If we agree to that request, the charges for your GIE Wireless Service may be subject to change. Any change to your connectivity plan and the charges for that plan will come into effect on the first day of the month after we agree to that change.

7 INSTALLATION

- 7.1 Subject to clause 7.2 of this Attachment 2, we (or our Third Party Supplier) will install and activate your GIE Wireless Service at the relevant Site.
- 7.2 If we agree in a Service Order Form, and subject to any conditions set out in a Service Order Form, you may self-activate (but not self-install) your GIE Wireless Service.
- 7.3 Unless otherwise agreed in a Service Order Form, your GIE Wireless Service will be installed and activated during our standard business hours on Business Days in the location where your GIE Wireless Service is provided. Installation or activation outside these hours may attract charges (as set out in a Service Order Form).
- 7.4 We will provide you advanced notice of:
- (a) the date and time that we will install your GIE Wireless Service at the relevant Site (as applicable); and
 - (b) any preparatory work you must complete and any facilities and material you must provide to us in order for us to install your GIE Wireless Service (as applicable).
- 7.5 You must complete any preparatory work and provide and facilities and materials set out in a notice we provide to you under clause 7.4.

8 EQUIPMENT

- 8.1 During the Service Term of your GIE Wireless Service:
- (a) you may access and use the Equipment for the sole purpose of receiving and using your GIE Wireless Service in accordance with this Agreement;
 - (b) we or our Third Party Supplier (as applicable) retain ownership of the Equipment at all times during the Service Term of your GIE Wireless Service;
 - (c) you must:
 - (i) provide appropriate space and uninterrupted power for that Equipment;
 - (ii) take due care for and avoid damaging the Equipment (including from exposure to water, dust and power surges) and keep it in Good Working Order;
 - (iii) not remove any SIM card installed in the Equipment or otherwise interfere with or modify the Equipment;
 - (iv) not move or relocate the Equipment outside the Site.

- 8.2 If the Equipment is lost, stolen or suffers any damage (other than fair wear and tear) while it is at the Site(s), we may charge you, and you must pay us, the cost of replacing or repairing that Equipment as at the time it was lost, stolen or damaged.
- 8.3 On termination or expiry of the Service Term for each GIE Wireless Service, we will provide instructions on what you must do with the Equipment and you must comply with those instructions. This may include making the Equipment available for our courier to collect (at no additional charge to you).
- 8.4 If we determine that there is a fault, error or defect in the Equipment that is caused by a substantial non-compliance of the Equipment with the specifications set out in this Agreement for that Equipment, we will repair or replace that Equipment (at our election).

9 SERVICE LEVELS

9.1 We will aim to meet the Service Availability targets set out in the table below for the GIE Wireless Service:

Country	Service Availability Target (per month)
India, Mongolia, Papua New Guinea and Vanuatu	95%
Brunei, Cambodia, China, Laos, Macau, Malaysia, Myanmar, New Zealand, Philippines, Thailand, Bulgaria, Croatia, Cyprus, Romania and South Africa	98%
All other countries in which the GIE Wireless Service is provided (unless otherwise set out in a Service Order Form)	98.5%

9.2 If we fail to meet the Service Availability targets set out above for two consecutive months, or if your GIE Wireless Service suffers an outage that continues for more than 7 days, you may terminate your GIE Wireless Service without penalty as and from the first day of the month after the month in which we failed to meet the Service Availability targets set out above for two consecutive months or your GIE Wireless Service suffered an outage that continued for more than 7 days.

10 INTELLECTUAL PROPERTY

10.1 As between the parties, we or our licensors (as applicable) own all Intellectual Property Rights in and to the GIE Wireless Service (including any Intellectual Property Rights in the Equipment, software, documentation or other materials we provide to you in connection with the GIE Wireless Service under this Agreement). Noting in this Agreement or otherwise transfers or assigns any Intellectual Property Rights to you. You may use the Intellectual Property Rights in the GIE Wireless Service for the purposes of receiving and using the GIE Wireless Service as expressly permitted by this Agreement.

11 ACCEPTABLE USE

11.1 You must:

- (a) comply with our Acceptable Use Policy;
- (b) only use the GIE Wireless Services for your internal business purposes;
- (c) not disclose any password or allow any unauthorised person to access or use the GIE Wireless Service;
- (d) not use the GIE Wireless Service to transmit, distribute or store material:
 - (i) that is harassing, fraudulent, abusive or hateful; or
 - (ii) that contains fraudulent offers for goods or services or any promotional material that contain false, deceptive or misleading statements, claims or representations;
- (e) not use the GIE Wireless Service to:
 - (i) send bulk, unsolicited email or other electronic messages (spam);
 - (ii) download, copy or pirate software and electronic files that are copyrighted without authorisation;
 - (iii) engage in 'torrenting' or other means of unauthorised distribution; or
 - (iv) unlawfully access computers or networks, including attempting to probe, scan or test for vulnerabilities, attempt to interfere with or disable services via overloading (DDOS, BotNets etc.), conduct unauthorised system penetrations, or take any action to which you are not entitled;

(f) attempt to use the GIE Wireless Service in such a manner as to avoid charges for or otherwise be required to pay for usage.

- 11.2 If you breach your obligations under clause 11.1 of this Attachment 2, we may terminate or suspend your access to or use of the GIE Wireless Service on notice to you.
- 11.3 Where your GIE Wireless Service is terminated or suspended under clause 11.2 of this Attachment 2, you will remain responsible and liable for any charges in respect of the GIE Wireless Service during any period of suspension.
- 11.4 We (and our Third Party Suppliers) do not monitor content or exercise any control over material that you transmit, distribute or store on or via the GIE Wireless Service but reserve the right to do so if permitted or required by law.
- 11.5 The performance of the GIE Wireless Service may vary based on location or time of day. Activities of some end users can impact the services and bandwidth available to other users. In order to preserve the quality of the GIE Wireless Service, the amount of bandwidth available to you may be restricted by us, MNOs or our Third Party Suppliers if you use applications that consume large amounts of bandwidth (including if you use the GIE Wireless Service to download unusually large files or use peer-to-peer file sharing software).

12 WARRANTIES

- 12.1 To the extent permitted by law, unless expressly provided otherwise in this Agreement, the GIE Wireless Service is provided or otherwise made available to you 'as is' and, we do not provide any warranties or guarantees in relation to the GIE Wireless Service, including in relation to the security of the Equipment or any data transmitted using the Equipment, non-infringement, uninterrupted performance, or service continuity.

13 DEFINITIONS

- 13.1 In this Attachment 2:

Acceptable Use Policy means our Acceptable Usage Policy as amended by us from time to time, which is available at www.telstra.com/acceptable-use-policy.

Good Working Order means the condition of the Equipment as at the time the Equipment is installed at the Site(s) (subject to fair wear and tear over the Service Term) as reasonably determined by us.

Baseline Speed has the meaning given to it in clause 6.2 of this Attachment 2.

Maximum Speed has the meaning given to it in clause 6.2 of this Attachment 2.

Third Party Supplier has the meaning given to it in clause 5.1 of this Attachment 2.

WIA has the meaning given to it in clause 2.1(a) of this Attachment 2.

ATTACHMENT 3 – IP POLICY

1 INTRODUCTION

- 1.1 This Attachment 3 – IP Policy (**IP Policy**) applies to all GID Services other than GID PBS Services.
- 1.2 This IP Policy sets out our policies in relation to IP addresses and routing protocols that apply if we supply Internet Services to you.
- 1.3 This IP Policy may be amended by us from time to time on 30 days' notice to you, which we may give by email. Terms used in this IP Policy have the meaning given to them in the Internet Service Schedule.

2 IP ADDRESSES POLICY

Introduction

- 2.1 The terms and conditions in clauses 2.2 to 2.8 of this IP Policy apply where we provide IP addresses to you.
- 2.2 If we agree to provide IP addresses to you, we grant to you an exclusive, non-transferable revocable licence to use each IP Address (**Licensed IP Addresses**) in your equipment for the sole purpose of enabling your equipment to access our PoP and the internet for the Service Term. We reserve the right to charge you for Licensed IP Addresses. Any charges for Licensed IP Addresses will be set out in an Order.
- 2.3 You may only use the Licensed IP Addresses granted by us for the intended purpose stated by you at the time we agree to supply the Licensed IP Addresses to you, or in the case of the addresses specified below for the purpose specified below:
 - (a) the Port IP address – as the gateway IP address for that Internet Port; and
 - (b) the Equipment address – as the IP address for your Equipment.
- 2.4 The Licensed IP Addresses must not be used in any way that compromises the security and stability of our network or breaches any applicable laws.
- 2.5 We may suspend or terminate the licences to use the Licensed IP Addresses where you use such Licensed IP Addresses for any purpose other than those set out in clause 2.2 and 2.3 above or if your use of the Licensed IP Addresses breaches clause 2.4 of this IP Policy.
- 2.6 We have no control over any content transmitted to the Licensed IP Address by third party content providers or geolocation providers and how such providers recognise or identify the Licensed IP Address and are not responsible for ensuring the accuracy or correction of such content. We will use reasonable endeavours to ensure that the Licensed IP Address is registered with the appropriate regional internet registry but reserve the right to refuse to reassign you a new Licensed IP Address on the basis that the content transmitted to the Licensed IP Address is inaccurate or incorrect.
- 2.7 Your licence to use the Licensed IP Addresses terminates immediately upon the earlier of:
 - (a) termination or expiration of the Agreement (being the agreement under which we supply the Internet Service to you);
 - (b) cancellation of the relevant Internet Service; or
 - (c) us ceasing to provide the relevant Internet Service to you.
- 2.8 We may change a Licensed IP Address:
 - (a) on fifteen (15) days written notice to you; or
 - (b) immediately, if the change is needed because of software issues or a service difficulty requiring urgent changes in order to protect the functionality of the network services.

Your Supplied IP Addresses

- 2.9 The terms and conditions in clauses 2.10 to 2.12 of this IP Policy apply where you supply your own IP addresses:-
 - (a) we may, as a condition of providing the Internet Service, require you to provide us with IP addresses from within a certain mutually agreed block (**Your Supplied IP Addresses**);
 - (b) you grant to us a non-exclusive, non-transferable, revocable licence to use Your Supplied IP Addresses for the purpose of providing the Internet Service; and
 - (c) our licence to use Your Supplied IP Addresses terminates immediately upon the earlier of:
 - (i) termination or expiration of the Agreement;

ATTACHMENT 3 – IP POLICY

- (ii) cancellation of the relevant Internet Service; or
- (iii) us ceasing to provide the relevant Internet Service to you.

- 2.10 If you advertise IP addresses which are not provided by us, we may request written permission from the registered owner of Your Supplied IP Addresses to route those IP addresses on your behalf. If we do not receive such written permission when requested, we reserve the right to refuse to route Your Supplied IP Addresses through our, or our Service Provider's Network.
- 2.11 If you use Your Supplied IP Addresses for your Internet Service, you must use Your Supplied IP Addresses for all interfaces associated with the use of that Internet Service (including the Port IP Address and Your Equipment IP Address).
- 2.12 You must give us at least fifteen (15) days' prior written notice of any change in Your Supplied IP Addresses.

3 ROUTING PROTOCOLS POLICY

- 3.1 You must ensure that the required routing protocols are implemented and operated between your Equipment and our Network. We may change our routing protocols, on thirty (30) days' written notice to you