

SERVICE SCHEDULE - PRIVATE LINE SERVICE

This Service Schedule sets out the Service Description and service levels that apply to the Private Line Service.

1 SERVICE DESCRIPTION

1.1 The Private Line Service is a point-to-point digital transmission circuit over fibre optic cable and may be provided as an:

- (a) International Private Line (**IPL**) service – a international leased line service connecting two sites in different countries;
- (b) Ethernet Private Line (**EPL**) service – a dedicated Ethernet transport offering that delivers Ethernet across a SDH/DWDM/OTN network, and enables customers to connect to global sites across the international network
- (c) EPL Express service – a low latency Ethernet service offered using uncontended point-to-point connectivity
- (d) In Country Bandwidth service (**ICBS**) – a point-to-point private line or backhaul service within one country,

1.2 Our Private Line Services are available as follows:

Table 1: Private Line Service Types

Service	Half Circuit	Whole Circuit	Unprotected	Protected	Restoration – On Demand
IPL	✓	✓	✓	✓	✓
EPL	✓	✓	✓	✓	✓
EPL Express	*	✓	✓	*	*
ICBS	*	✓	✓	✓	*

1.3 For the purposes of this Schedule:

- (a) **Always On** means a Service provided on a primary cable path with two protection cable paths on an Always On Route. In the event of a failure on the primary cable path, we will automatically switch your Service to one of the protection cable paths to restore the Service. The backhaul connectivity between the cable landing station and customer site or PoP is an Unprotected Service.
- (b) **Protected Service** means a Service provided on two dedicated cable paths. In the event of failure on one cable path, we will automatically switch the Service to the other cable path;
- (c) **Unprotected Service** means a Service provided over a single cable path. In the event of failure of the single cable path, we will not switch the Service to an alternate cable path;
- (d) **Restoration - On Demand (Adhoc-Restoration) Service** means a Service provided during an outage on a cable segment of an Unprotected Service. Customers may request temporary protection at an additional charge. Such protection is subject to availability and feasibility and will be provided on a best effort basis. Service Availability, Mean Time to Restoration and Time to Restoration targets are not applicable to this Service.

2 EARLY TERMINATION CHARGES

2.1 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 in the amount of 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);
- (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 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%

3 DEFINITIONS

3.1 In this Service Schedule, unless otherwise stated:

Half Circuit means a transmission circuit that is provided over fibre optic submarine cable between our PoP in a country and the effective mid-point of international network connections between that PoP and the destination country.

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 for a relevant calendar month.

Always On Route means a cable route between:

- (a) Singapore – Japan;
- (b) Singapore – Hong Kong; or
- (c) Hong Kong - Japan

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 or Cross-connect

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

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.

Whole Circuit means a point-to-point digital transmission circuit over fibre optic submarine cable between a PoP in one country and a PoP in another country.

Cross-connect means the network connectivity providing a direct connection between PoP equipment and customer equipment within the same facility.

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Attachment 1 – Standard Service Levels

The terms in this Attachment apply to IPL, EPL, ICBS and EPL Express Services:

1 SITE SURVEY

- 1.1 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.

2 SERVICE PROVISIONING TIME

- 2.1 After we carry out the Site Survey, we will provide you with a target service delivery completion date for the Service (**RFS Date**).
- 2.2 If we do not deliver the 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 delayed Service for each Business Day past the RFS Date, up to a maximum credit of 100% of the NRC (or the first month's MRC) for the delayed Service.
- 2.3 If we do not deliver the 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.
- 2.4 We will provide you with a period of 2 Business Days from the date that we notify you that the Service is ready for testing (Test Period), to test the Service for any Provisioning Fault.

3 SERVICE AVAILABILITY TARGETS

- 3.1 Our Service Availability targets only apply to Protected, Unprotected, Always On and EPL Express Services.
- 3.2 We will aim to meet the following Service Availability targets:

Table 1: Service Availability Targets:

Service Type	Protected Service and Always On Services	Unprotected, EPL Express
PoP-to-PoP	99.99%	99.50%
Site to Site	99.90%	99.50%

- 3.3 If a Protected Service or Always On Service does not meet the Service Availability target in a month other than as a result of an Exclusion Event, you may claim a credit calculated in accordance with Table 2.

Table 2: Service Availability Credits – Protected Services and Always On Services

Service Type	Availability	Credit
PoP-to-PoP	99.98% - 99.86%	10% of MRC
	99.85% - 99.45%	30% of MRC
	Less than 99.45%	50% of MRC
Site-to-Site	99.89% - 99.86%	10% of MRC
	99.85% - 99.45%	15% of MRC
	Less than 99.45%	20% of MRC

- 3.4 If an Unprotected, EPL Express does not meet the Service Availability target in a month other than as a result of an Exclusion Event, you may claim a credit calculated in accordance with Table 3.

Table 3: Service Availability Credits – Unprotected, EPL Express

Service Type	Availability	Credit
PoP-to-PoP	99.49% - 98.89%	15% of MRC
	Less than 98.89%	20% of MRC
Site-to-Site	99.49% - 98.89%	5% of MRC
	Less than 98.89%	10% of MRC

- 3.5 If a Protected Service experiences either:

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- (a) a single period of Unavailability in excess of 24 hours in any month; or
- (b) three or more periods of Unavailability of eight hours or more each in any six month period,

(either being a **Chronic Outage**) other than as a result of an Exclusion Event, you may cancel the impacted Protected Service without the payment of any Early Termination Charges by notifying us in writing within 15 days of the Chronic Outage.

4 MEAN TIME TO RESTORATION (MTTR)

- 4.1 Our MTTR target only applies to Protected Services and Always On Services.
- 4.2 We will aim to meet a MTTR target of less than four hours per month for your Protected Services or Always On Services.
- 4.3 If the actual MTTR exceeds four hours for a calendar month other than as a result of an Exclusion Event, you may claim the following credit:

Table 4: MTTR Credits

Protected Service - Mean Time to Restore	Credit
Between 241 minutes and 480 minutes	10% of MRC
Between 481 minutes and 960 minutes	15% of MRC
Between 961 minutes and 1440 minutes	20% of MRC
In excess of 24 hours	30% of MRC
In excess of 48 hours	50% of MRC

- 4.4 The MTTR credits do not apply cumulatively. The maximum MTTR credit is 50% of MRC. A MTTR credit may not be claimed in addition to any other applicable credit with respect to the same incident or outage.

5 FORCE MAJEURE

- 5.1 If an Always On Service does not meet the Service Availability or MTTR target due to a Force Majeure Event on one or two of the three available cable paths on an Always On Route, you may claim a credit calculated in accordance with Table 4 notwithstanding the definition of Exclusion Events in the Agreement Terms. Nonetheless, if an Always on Service does not meet the Service Availability or MTTR Target due to a Backhaul Outage (as defined in clause 5.3 below), you are not entitled to claim a credit calculated in accordance with Table 2 and Table 4.
- 5.2 If an Always On Service does not meet the Service Availability or MTTR target due to a Force Majeure Event on all three available cable paths on an Always On Route, no Service Availability or MTTR credits shall be payable.
- 5.3 For the purposes of this clause 5, Backhaul Outage means outage of the backhaul terrestrial circuit which connects the cable landing station to your location due to a Force Majeure Event.

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Attachment 2 – EPL Express RTD Service Levels

The terms in this Attachment only apply to EPL Express Services:

1 ROUND TRIP DELAY (RTD)

- 1.1 We will aim to meet the RTD targets for your EPL Express Service notified to you
- 1.2 If we exceed the RTD targets over a continuous period of 15 minutes or longer in a month, other than as a result of an Exclusion Event, this will be treated as an RTD fault. We aim to repair each RTD fault as soon as reasonably practicable so that the relevant EPL Express Service meets the RTD target.
- 1.3 If we are unable to repair the RTD fault within 30 days of you reporting it to us, you may cancel your EPL Express Service within 15 days of the expiry of that 30 day period, by notice to us in writing. Upon such termination, your sole liability to us for the early termination of the EPL Express Service will be a sum equal to any amounts payable by us to our Local Access Service Provider for termination of that EPL Express Service prior to the end of the Initial Period.
- 1.4 In this Attachment, "RTD" means the time taken in milliseconds for a 64byte frame to be sent from a PoP to another PoP and return to the first PoP.

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Attachment 3 –IPL Service Levels

The terms in this Attachment only apply to IPL Services:

1 ROUND TRIP DELAY (RTD)

- 1.1 We will aim to meet the RTD targets for your IPL Service notified to you.
- 1.2 If we exceed the RTD targets over a continuous period of 15 minutes or longer in a month, other than as a result of an Exclusion Event, this will be treated as an RTD fault. We aim to repair each RTD fault as soon as reasonably practicable so that the relevant IPL Service meets the RTD target.
- 1.3 If we are unable to repair the RTD fault within 30 days of you reporting it to us, you may claim a credit of 5% of the MRC for the impacted Service.
- 1.4 In this Attachment, “RTD” means the time taken in milliseconds for a Pseudo Random Bit Sequence to be sent from a PoP to another PoP and return to the first PoP.

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Attachment 4 –EPL Service Levels

The terms in this Attachment only apply to EPL Services:

1 ROUND TRIP DELAY (RTD)

- 1.1 We will aim to meet the RTD targets based on the type of EPL service offer and route as notified to you.
- 1.2 If we exceed the RTD targets over a continuous period of 15 minutes or longer in a month, other than as a result of an Exclusion Event, this will be treated as an RTD fault. We aim to repair each RTD fault as soon as reasonably practicable so that the relevant EPL Service meets the RTD target.
- 1.3 If we are unable to repair the RTD fault within 30 days of you reporting it to us, you may claim a credit of 5% of the MRC for the impacted Service.
- 1.4 In this Attachment, “RTD” means the time taken in milliseconds for a 64byte frame to be sent from a PoP to another PoP and return to the first PoP.

2 FRAME DELAY VARIATION AND FRAME DELIVERY RATIO TARGETS

FDV AND FDR

- 2.1 In this Attachment:
 - (a) FDV means the monthly average variation for sample data frames sent at 5 minute intervals between two Sites on your Service.
 - (b) FDR means the ratio of frames received by an ingress UNI/NID at your Site compared to the test frames sent at 5 minute intervals by an egress UNI/NID at your Site.

NETWORK INTERFACE DEVICES

- 2.2 Our FDV AND FDR targets are available only if you also acquire from us Network Interface Devices (**NID**) which allows us to measure FDV and FDR for your Service.
- 2.3 Our FDV and FDR targets only apply to Services connected to specific PoPs as notified by us to you.

TARGETS

- 2.4 We will aim to meet the following monthly average FDV and FDR targets:

Target	Metric
FDV	≤ 1milliseconds
FDR	99.9 %

- 2.5 If an EPL Service exceeds either the FDV or the FDR targets for a continuous period of 15 minutes or longer in a month, other than as a result of an Exclusion Event, this will be treated as an FDR/FDV fault. We aim to repair the FDV/FDR fault as soon as reasonably practicable so that the relevant EPL Service meets the FDV and FDV targets.
- 2.6 If we are unable to repair the FDV or FDR fault within 30 days of you reporting it to us, you may claim a credit of 5% of the MRC for the impacted Service. You may only claim a credit once per month in respect of an FDR/FDV fault.

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Attachment 5 – One Stop Shop Service

If we supply our One Stop Shop Service to you, the terms in this Attachment apply:

1 SERVICE DESCRIPTION

- 1.1 In certain jurisdictions where we do not have a PoP we provide a service to assist you to acquire a foreign service (**Foreign Service**) directly from a third party service provider (**Local Carrier**) by:
- (a) ordering and managing the Foreign Service from the Local Carrier as your agent;
 - (b) invoicing you the charges for the Foreign Service; and
 - (c) following up any faults on the Foreign Service with the Local Carrier as your agent,
- (**One Stop Shop Service**).

2 ELIGIBILITY

- 2.1 To acquire a One Stop Shop Service, you must appoint (or procure that the end user of the Foreign Service appoints) us as your (or the end user's) agent to deal with the Local Carrier in respect of the Foreign Service.
- 2.2 The Service Levels in this Schedule do not apply to the Foreign Service.
- 2.3 You agree that the Local Carrier is the supplier of the Foreign Service and that the terms and conditions (including any applicable service levels and early termination fees) for the Foreign Service are set out in the separate agreement between you and Local Carrier.
- 2.4 We exclude all other warranties, rights, remedies and liability to you or a third party for breach of contract, negligence or breach of any other law arising from the supply of the Foreign Service by the Local Carrier to you or your end user. You must indemnify us against any loss, damage, liability, cost or expense incurred by us as a result of a claim by a third party arising from the supply by the Local Carrier of the Foreign Service to you or the end user of the Foreign Service.
- 2.5 You are responsible for any Taxes payable in relation to the supply of the Foreign Service.