

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 using Telstra’s Global Network offered as the following bandwidths STM64, OTU2, OTU2e, OTU4
  - (b) Ethernet Private Line (**EPL**) service – a dedicated Ethernet transport offering that delivers Ethernet across Telstra’s International Network, and enables customers to connect to global sites
    - (i) EPL Standard - an offer type under Ethernet Private Line (EPL) service that delivers Ethernet using Telstra’s Submarine Network in the bandwidth range from 10M to 100G
    - (ii) EPL Tier1 – an offer type under Ethernet Private Line (EPL) service that delivers Ethernet using low latency routes of Telstra’s subsea cable network for Enterprise and OTT Customers
    - (iii) EPL Tier2 – an offer type under Ethernet Private Line (EPL) service that delivers Ethernet using low latency routes of Telstra’s subsea cable network for Enterprise and OTT Customers
    - (iv) EPL Prime – an offer type under Ethernet Private Line (EPL) service that delivers Ethernet using Packet Optical Transport platform in a prebuilt Network in the bandwidth range from 10M to 8G
  - (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 with the following resiliency options:

Table 1: Private Line Service Types

| Service     | Unprotected | Protected | Always On | Restoration – On Demand | Hybrid Resiliency | Multi Diverse |
|-------------|-------------|-----------|-----------|-------------------------|-------------------|---------------|
| IPL         | ✓           | ✓         | ✓         | ✓                       | ✓                 | ✓             |
| EPL         | ✓           | ✓         | ✓         | ✓                       | ✓                 | ✓             |
| EPL Prime   | ✓           | ✓         | ✓         | ✓                       | ✗                 | ✗             |
| 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 cable paths for protection 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 (Ad hoc-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.
- (e) **Hybrid Resiliency** means a service provided over a combination of Unprotected and Protected subsea and backhaul segments.
- (f) **Multi Diverse** means two individual Unprotected Services provided on two dedicated cable paths which are between the same city pairs (A and B ends) with the same bandwidth and have the same service end date. Service restoration is applicable only on one of the Unprotected Services in the event of failure impacting both the Services.

## 2 EARLY TERMINATION CHARGES

- 2.1 If you cancel 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 reasonable amounts payable by us to our Service Provider as a result of the cancellation of the Service), which will not exceed an amount equal to 100% of MRC for Local Access and Cross-Connect multiplied by the number of months in the Initial Period; or
  - (b) during the Initial Period for that Service, you must pay us an Early Termination Charge equal to the applicable percentage of the MRC components indicated in the below table multiplied by the number of months remaining in the Initial Period:

**Table 2: Early Termination Charges (Applicable for IPL, EPL (all offer types), ICBS and EPL Express Services)**

| Initial Period | When you cancel the Service | Percentage of the MRC components   |
|----------------|-----------------------------|--|
| 12 Months      | Months 1-6                  | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 100% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form |
|                | Months 7-12                 | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 75% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form  |
| 24 Months      | Months 1-6                  | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 100% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form |
|                | Months 7 - 12               | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 75% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form  |

| Initial Period | When you cancel the Service | Percentage of the MRC components   |
|----------------|-----------------------------|--|
|                | Months 1-24                 | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 50% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form  |
| 36 Months      | Months 1-6                  | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 100% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form |
|                | Months 7 - 12               | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 75% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form  |
|                | Months 13-24                | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 50% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form  |
|                | Months 25-36                | (1) 100% of MRC for Local Access and Cross-Connect;<br>and<br>(2) 30% of PoP-to-PoP MRC,<br>as set out in the applicable Service Order Form  |

2.2 If you downgrade your Service, your MRC will be reduced for the remaining months in the Initial Period, but we may charge you for any costs reasonably incurred as a result of the downgrade (including any reasonable amounts payable by us to our Service Provider as a result of the downgrade of the Service).

### 3 DEFINITIONS

3.1 In this Service Schedule, unless otherwise stated:

**Always On Route** means a cable route between:

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

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

**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.

**One Stop Shop Service** has the meaning given to it under Attachment 5.

**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.

The terms in this Attachment apply to IPL, EPL(all offer types), 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, Hybrid, Multi Diverse, 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, Multi Diverse and Always On Services | Unprotected, EPL Express, Hybrid |
|--------------|---|----------------------------------|
| PoP-to-PoP   | 99.99%  | 99.50%                           |
| Site to Site | 99.90%  | 99.50%                           |

3.3 If a Protected Service, Multi Diverse 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, Multi Diverse 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 |

| Service Type | Availability     | Credit     |
|--------------|------------------|------------|
|              | Less than 99.45% | 20% of MRC |

3.4 If an Unprotected, EPL Express, Hybrid Resiliency 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 3.

Table 3: Service Availability Credits – Unprotected, EPL Express, and Hybrid Resilience

| 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:

- (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.

3.6 The Service Availability Credits do not apply cumulatively. The maximum Service Availability Credits are 50% of the MRC. Service Availability Credit must not be made in addition to any other applicable credit with respect to the same incident or outage.

3.7 Service Availability Credit for Multi Diverse Services are applicable only when both the paths are down.

## 4 MEAN TIME TO RESTORATION (MTTR)

4.1 Our MTTR target only applies to Protected Services, Always-On Services and Multi Diverse Services (when both the circuits are impacted at the same time).

4.2 We will aim to meet a MTTR target of less than four hours per month for your Protected Services, Always On Services, or a Multi Diverse Service.

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.

4.5 MTTR credit for Multi Diverse Services are applicable only when both the paths are down.

## **5 FORCE MAJEURE**

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- 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.

# ATTACHMENT 2 – EPL EXPRESS RTD SERVICE LEVELS



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

## **1 ROUND TRIP DELAY (RTD)**

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- 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 reasonable 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.



The terms in this Attachment only apply to IPL Services:

## **1 ROUND TRIP DELAY (RTD)**

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- 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.

The terms in this Attachment apply to IPL, EPL(all offer types) :

## **1 ROUND TRIP DELAY (RTD)**

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- 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**

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### **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:

| <b>Target</b> | <b>Metric</b>   |
|---------------|-----------------|
| 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 FDR 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.

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

## **1 SERVICE DESCRIPTION**

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- 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**

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- 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 To the extent permitted by law, 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, damages, liability, cost or expense incurred by us and that arise naturally (that is in the usual course of things) 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, except to the extent the claim is caused or contributed to by us. We will take reasonable steps to mitigate the loss, damage, liability, cost or expense incurred by us as a result of any such claim.
- 2.5 You are responsible for any Taxes payable in relation to the supply of the Foreign Service.