

# SERVICE SCHEDULE – SATELLITE DATA SERVICES

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

## 1 SERVICE DESCRIPTION

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- 1.1 Our Satellite Data Services comprises the following Service(s) as set out in your Service Order Form:
- (a) **VSAT Private Lease Service:** a point-to-point satellite Service between any one of Telstra's Teleports or a partner teleport, and a Distant-End VSAT Terminal located at Your Site and Satellite Capacity.
  - (b) **Satellite IP Trunk Service:** a private leased satellite communications link between a Telstra Teleport and a Distant-End VSAT Terminal or a Distant-End Satellite Earth Station, and internet connectivity to Telstra's Global Internet Direct network.
  - (c) **Satellite IPL Service:** a dedicated private leased satellite connection between a Telstra Teleport and a Distant-End Earth Station and Satellite Capacity.
  - (d) **Local Access:** the domestic connecting carriage service providing connection between a Telstra Teleport or a Distant-End Satellite Earth Station in a country and Your Site in that country.
  - (e) **VSAT Equipment:** the online and spare equipment housed at Your Site used for reception of the Forward Channel and/or transmission of the Return Channel, as set out in the Service Order Form,  
(each a **Service**).
- 1.2 Other than as specified under this Service Schedule, we are not responsible for any equipment provided or used by you in conjunction with the Service.

## 2 SERVICE LEVELS

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### SERVICE AVAILABILITY

- 2.1 We will aim to meet for your VSAT Private Lease, Satellite IP Trunk and Satellite IPL Services an availability target of 99.5% (**Service Availability**).
- 2.2 Service Availability means the percentage of time a Service is available to you in each Invoice Period and is calculated follows:
- $$\text{"Service Availability"} = 100 - (N/T)$$
- Where: N = total number of minutes the Service is unusable as confirmed by us in the Invoice Period.
- T = time period of the Invoice Period (calculated in minutes).
- 2.3 If a Service does not meet the Service Availability target in a month, you may claim a credit calculated by reference to a percentage of monthly recurring charges payable in the Invoice Period equivalent to the percentage of the Unavailability in the Invoice Period for the affected Service.
- 2.4 The credit for a failure to meet the Service Availability target in any month is subject to a cap of 100% of the monthly recurring charge for the affected Service in that month.
- 2.5 If a Chronic Outage occurs, you may cancel the impacted Service and you will not be liable for any Early Termination Charges provided that written notice of cancellation is provided to us within 15 days of the event giving rise to the right to cancel under this clause.

### EXCLUSION EVENTS

- 2.6 The following Exclusion Events apply in addition to those set out in the Agreement Terms:
- (a) suspension of the Service in accordance with the Agreement Terms;
  - (b) us stowing any antenna during a typhoon period for safety reasons (in which case we will endeavour to inform you of the action as soon as practicable);
  - (c) solar interference with a Service;
  - (d) failure or shut down of facilities or power supply at Your Site;
  - (e) use of VSAT Equipment contrary to our instructions;
  - (f) our inability to gain access to Your Site for maintenance or fault rectification in connection with the Service;

- (g) any interruption of the Service agreed by us and you; and
- (h) your failure to release the Service for maintenance or troubleshooting;

except to the extent any of the circumstances in paragraphs (a)-(g) are caused or contributed to by our (or our subcontractors') negligence or breach of contract.

## FORCE MAJEURE EVENT

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

## LOCAL ACCESS

- 2.8 Service Levels do not apply to any Local Access.

## REBATES

- 2.9 If, for a Service, in a month you are entitled to make a claim for a rebate in respect of more than one service level in relation to the same event or outage you may only make a claim for a rebate in respect of one of those service levels.

## 3 SERVICE TERM

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- 3.1 We will provide you with a test plan, which includes a test period of two Business Days commencing on the date we notify you that the Service is ready for testing (**Test Period**). If, prior to the conclusion of the Test Period:
- (a) you notify us of a suspected Provisioning Fault, we will investigate and rectify any Provisioning Fault before re-delivering the Service to you, and a new Test Period will begin on the date of re-delivery; or
  - (b) you do not notify us of a suspected Provisioning Fault, you are deemed to accept the Service.
- 3.2 If we are able to certify through tests that there is no Provisioning Fault, you will be deemed to accept the Service from completion of the Test Period.
- 3.3 Once the Test Period has concluded, we will provide you with a test and commissioning report.
- 3.4 Notwithstanding any delays in the provision of the Service not caused by us (including, without limitation, delays in customs clearance, regulatory delays or a change of timetable for the provision of the Service instigated by you), we will commence billing you one week after the Test and Commissioning Report is delivered (**Service Start Date**).
- 3.5 The Initial Period for a Service is specified in the Service Order Form for that Service or if no period is specified then the Initial Period is 12 months (**Initial Period**).
- 3.6 At least 90 days prior to the expiry of the Initial Period, we must together negotiate an extension of the Service Term. If we cannot agree to an extension of the Service Term, or we do not engage in such negotiations to extend the Service Term, the Service Term automatically extends, following the expiration of the Initial Period, on a rolling month to month basis on the then existing terms (subject to an increase to the monthly recurring charge of 10% after the expiry of the Initial Period), unless (a) either of us cancels the Service by giving the other at least 30 days' written notice that we wish to terminate the Service; or (b) earlier terminated in accordance with the Agreement Terms.

## 4 TERMINATION

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- 4.1 In addition to the termination rights under the Agreement Terms, we have the right to terminate the Service if your use of the Service causes interference or disruption to the satellite or adjacent satellites.

## 5 VSAT EQUIPMENT

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- 5.1 This clause applies if we supply Telstra VSAT Equipment to you as part of your Service.
- 5.2 If we agree to sell Telstra VSAT Equipment to you then that Telstra VSAT Equipment becomes Customer VSAT Equipment upon your payment of the purchase price in the Service Order Form for that Telstra VSAT Equipment, at which point the risk and title to such equipment passes to you. Such sale of Telstra VSAT Equipment to you is subject to our GCPE Service Schedule or any other relevant service schedule.
- 5.3 We will install and test the VSAT Equipment if specified in an Service Order Form.
- 5.4 We will maintain the VSAT Equipment if specified in a Service Order Form. We agree that our response times for maintenance of VSAT Equipment vary on a case by case basis depending on the location of the VSAT Equipment.

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- 5.5 You must ensure that the Telstra VSAT Equipment is kept secure and free from damage whilst at Your Site. Further, you agree that you are solely responsible and liable for all damage and loss of the Telstra VSAT Equipment whilst at Your Site.
- 5.6 You must ensure that any equipment forming part of the VSAT Equipment and which is designed to be situated indoors is sheltered from weather conditions and there is a stable power supply with Uninterrupted Power Supply (UPS) for the proper operation of VSAT Equipment. You must ensure that the UPS is not turned off when the Service is in operation.
- 5.7 You must ensure that all Telstra VSAT Equipment is kept free from any encumbrances, or liens and not represent to any third party that you have any rights or interests in the Telstra VSAT Equipment.

## CUSTOMER SUPPLIED EQUIPMENT

- 5.8 If you provide any equipment including any VSAT terminal (**Customer Supplied Equipment**), you must ensure that such Customer Supplied Equipment complies with our specification and requirements. You must seek our consent before you replace any Customer Supplied Equipment to ensure that the replacement equipment is compatible with the Service.
- 5.9 You are solely responsible for shipping, customs clearance, installation and testing, warranty, and the maintenance of any Customer Supplied Equipment.
- 5.10 You must provide us with at least 30 days notice prior to any scheduled maintenance of your Customer Supplied Equipment. You must notify us of any corrective maintenance work to any equipment supplied by you within 3 working days and advise on the maintenance downtime which shall be excluded from calculations of Service Availability or any applicable service levels.

## 6 SERVICE PROVIDERS

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- 6.1 You acknowledge that we in our absolute discretion may contract with third party Service Providers for the supply of Satellite Capacity, terrestrial connectivity, on-site services and any other services for the provision of the Service.
- 6.2 We may limit, suspend or cancel the provision of a Service at any time by notice to you if a Service Provider ceases to supply, or gives us notice of its intention to cease to supply, the services necessary for us to supply a Service to you.

## 6A EARLY TERMINATION CHARGES

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- 6A.1 If an Early Termination Event occurs during the Service Term for a Satellite Data Service, the Early Termination Charge is the amount equal to the actual cost and expenses that we have incurred or committed to in anticipation of providing the Services to you and that cannot be reasonably avoided by us as a result of the termination which will not exceed a sum equal to the charges that would have been payable by you for the remainder of the Service Term if the Early Termination Event had not occurred.

## 7 OPERATIONAL FLEXIBILITY AND REQUIREMENTS

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- 7.1 You acknowledge that we in our absolute discretion may deploy and use our satellite facility infrastructure as we wish from time to time.
- 7.2 We may assign or reassign any space segment allocation within the satellite identified in the Service Order Form or move the Service to a different transponder on the same satellite, a different satellite and/or different orbital location or alter the method by which we provide the technical configuration Service, provided that the Service, as so modified, is materially the same or better in terms of coverage and performance than the service specifications set out in the Service Order Form. If such assignment, reassignment or move would cause more than minor detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you.
- 7.3 If the site where the VSAT Equipment is to be installed is not owned by you, you must tell us as soon as possible and obtain the prior written consent from the owner of the site for the installation and operation of the VSAT Equipment.
- 7.4 If the Service includes a VSAT Private Lease, we may provide you with operational or technical requirements for the configuration and use of the VSAT Private Lease and any associated VSAT Equipment or other equipment. You must comply with these requirements and, on our request, confirm you are doing so. If the relevant VSAT Equipment is owned by you, you must provide written proof that the VSAT Equipment is registered with the satellite operator on our request. You must not use a VSAT Private Lease Service in a manner which may cause harm to a satellite or a signal disturbance to other adjacent satellite(s) in the orbit or to any other related infrastructure.
- 7.5 If there is a planned outage, we must be notified 30 working days in advance. If there is an unexpected outage, you must report this incident to us.

## 8 ONE STOP SHOP SERVICE

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- 8.1 In certain jurisdictions where we are unable, for legal, regulatory or policy reasons, to supply Services to you we provide a service to assist you to acquire a foreign service (**Foreign Service**) directly from a third party service provider (**Local Carrier**):
- (a) by ordering and managing the Foreign Service from the Local Carrier as your agent;
  - (b) by invoicing you the charges for the Foreign Service (which may include an amount on account of our management fee); and
  - (c) by following up any faults on the Foreign Service with the Local Carrier as your agent,
- (**One Stop Shop Service**).

### ELIGIBILITY

- 8.2 Where we provide 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. You and/or the end user may also need to sign additional documentation in relation to the One Stop Shop Service.
- 8.3 The service levels in this Service Schedule do not apply to the Foreign Service.
- 8.4 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.
- 8.5 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, damage, 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.
- 8.6 You are responsible for any Taxes payable in relation to the supply of the Foreign Service.

## 9 DEFINITIONS

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- 9.1 In this Service Schedule, unless otherwise stated:

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

**Day** means a calendar day.

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

**Chronic Outage** means an Unavailability event that lasts for a continuous period of more than thirty (30) Days.

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

**Invoice Period** means the period covered by an invoice.

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

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

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

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

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

**Unavailable** or **Unavailability** means an unplanned outage that results in the total disruption of a Service, such

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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.

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