

## 1 SERVICE DESCRIPTION

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- 1.1 Teleport Services made available by us will comply with the Satellite Operator's performance requirements except for:
- (a) any performance waivers previously approved by the Satellite Operator;
  - (b) any agreement by us and you to the use of an antenna of a lesser performance for the provision of specific services and;
  - (c) an emergency at a Satellite Teleport, including but not limited to Exclusion Events.
- 1.2 The Satellite Teleport Service supplied by us to you as per the requirements stated within the Service Order Form can comprise of one or more the following services. Including:
- (a) Satellite Uplink, Downlink, Turnaround Service
    - (i) **Satellite Teleport Uplink Service** is the transmission or uplink of content from a Satellite Teleport to a satellite for transmission to a distant Earth Station or;
    - (ii) **Satellite Teleport Downlink Service** is the receipt or downlink of content transmitted from a satellite to the Satellite Teleport for transmission to a provisioning point; and
    - (iii) **Satellite Teleport Turnaround Service** is the downlink of content transmitted from one satellite to the Satellite Teleport where the content is then uplinked to another satellite.
  - (b) Satellite Telehousing Service which may consist of:
    - (i) **Rack Space or Floor Space;**and the following supporting services as specified in the Service Order, additional charges may apply:
    - (ii) **Cross Connection Installation**, details of which will be set out in your Service Order Form; or
    - (iii) **Local Circuit**, The charges for your Local Circuit service will be set out in your Service Order Form otherwise the relevant sections of Services Schedules or Our Customer Terms will apply to the extent they are not consistent with any other part of this Agreement;
    - (iv) **Temporary Storage;**
    - (v) **Basic Operational Support** performed by our on-site technician whilst being supervised remotely by your authorised representative over telephone or other method of communication during Business Hours up to a maximum of 10 hours per month may include:
      - (A) powering Customer Equipment on or off; or
      - (B) pushing a button, reset button, or changing a toggle; or
      - (C) securing cabling and connectors that connect to the Customer Equipment; and
      - (D) reporting lights/ displays on machines/ terminals / consoles; and
    - (vi) **Managed Equipment Installation**, details of which will be specified in the Service Order Form.
  - (c) **Virtual Network Operations (VNO)** is a self-managed service utilising our host infrastructure and platform housed in our Teleport(s) to virtually manage your operations; and

- (d) **Satellite Capacity (Space Segment)** is the procurement of capacity on your behalf associated with the Satellite Teleport Service through a Service Provider, and your use of this capacity is subject to the terms and conditions set out in this Schedule.

## 2 TELSTRA OPERATIONAL FLEXIBILITY

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- 2.1 You acknowledge that we in our absolute discretion may deploy and use our satellite facility infrastructure as we wish from time to time, and that we will deploy our satellite facility infrastructure having regard to traffic demand and utilisation requirements without any effect or alteration on the Service provided to you during the Service Term

## 3 TITLE

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- 3.1 Title to each item of Customer Equipment remains with you, and we will have no right, title or interest in or to Customer Equipment, except when:
- (a) Customer Equipment and Customer Cross-Connects are not removed from the Satellite Teleport within fifteen (15) Business Days after:
- (i) the date of expiry, or termination of this Service Schedule; or
  - (ii) the date of expiry of the agreed period for Temporary Storage; or
- (b) we terminate a Service for your failure to pay the charges, in which case title to and all ownership rights in Customer Equipment (which is not subject to a mortgage or legal security interest in favour of a third party) will immediately transfer to us for no payment.
- 3.2 Title to Telehousing Space and other equipment that supports the provisioning of Telehousing Space (including but not limited to: our supplied racks, cable trays, patch panels, cross-connects, cage/room partition, electrical systems, air conditioning systems, fire protection system, security access control system) remains with us.
- 3.3 We may dispose of Customer Equipment which is transferred to us in accordance with clause 3.1(a) and 3.1(b) as we see fit and may charge you for any costs of disposal.

## 4 SERVICE PROVISIONING TIMES

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- 4.1 We will provide you with an agreed delivery date in writing for each Service after completing a feasibility assessment (**Firm Delivery Date**). All delivery dates noted within the Service Order Form are indicative until a feasibility has been conducted.
- 4.2 Where the Order for a Service is changed at your request, then the Firm Delivery Date initially provided will not apply unless a new feasibility assessment is conducted. We will advise you of a new Firm Delivery Date upon completion of an updated feasibility assessment.
- 4.3 We will provide you with a test period of three (3) 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. A new Test Period will begin on the date of re-delivery. If we are able to certify through test that there is no Provisioning Fault, you will be deemed to have accepted the Service on completion of the Test Period; or
- (b) you do not notify us of a suspected Provisioning Fault, you are deemed to have accepted the Service.

## 5 SERVICE LEVELS

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- 5.1 The Service Levels for each Satellite Teleport Service are set out in this clause 5. Service Levels in this clause do not include non-Telstra circuits, if you have a Telstra circuit the appropriate Service Schedule or Our Customer Terms (OCT) Service Levels apply.

# SERVICE SCHEDULE – SATELLITE TELEPORT SERVICES



- 5.2 On and from the relevant Start Date, AC power for any Telehousing Service is available to the Satellite Telehousing Space 99.99% of the time (**Power Availability**)
- 5.3 Rebates for Power Availability is if in any Month, the cumulative duration of outages to the AC power supply to the Telehousing Space:
- (a) is between one (1) second and fifty nine (59) minutes fifty nine (59) seconds, you may claim a rebate equal to 15% of the monthly recurring charge for the Telehousing Space only; or
  - (b) exceeds one (1) hour, you may claim a rebate equal to 30% of the monthly recurring charge for the Telehousing Space only.
- 5.4 On and from the relevant Start Date, Service Availability for each Satellite Teleport Uplink, Downlink or Turnaround Service is 99.99% (**Service Availability**)
- 5.5 Service Availability indicates the percentage of time a Service is available to you in each Month (Invoice Period) and is calculated as follows:
- $$\text{Service Availability (\%)} = 100 - \frac{N}{T}$$
- where: N = total number of minutes the Service is unusable as confirmed by us in the Invoice Period  
T = total period of the Invoice Period (calculated in minutes)
- 5.6 If the Service Availability of a Service falls below the Service Availability during an Invoice Period, you are entitled to a rebate (not cumulative).
- 5.7 The rebate is calculated by reference to a percentage of monthly recurring charges payable in the Invoice Period equivalent to the percentage of Service Unavailability in the Invoice Period for the affected Service.
- 5.8 If an Extreme Outage occurs, you may terminate the Service and will not be liable for any Early Termination Charges (ETC) provided that written notice of cancellation is provided to us within fifteen (15) days of the event, giving rise to the right to cancel under this clause.
- 5.9 We will not be liable for failing to provide the Service (including failing to meet a Service Level) arising from:
- (a) suspension of the Service in accordance with the Agreement; or
  - (b) any interruption of the Service as agreed by us and you; or
  - (c) us stowing any antennas during a typhoon period for safety reason (in which case we will endeavour to inform you of the action as soon as practicable); or
  - (d) faults of unavailability due to scheduled or unscheduled supplier maintenance, repairs, installation or testing, we will notify you in writing when made aware of fault or unavailability; or
  - (e) in respect of Power Unavailability, if the Power Service is supplied by means of dual Power Feeds to the Telehousing Space, Power Unavailability shall only be deemed to have occurred if there is a simultaneous interruption of both the dual Power Feeds; or
  - (f) emergency use as an order or direction from a government authority; or
  - (g) any faults with supplier satellites(s) whereby satellite(s) is taken out of commercial operation, unless a replacement is put in place, we will notify you in writing when made aware; or
  - (h) Force Majeure Events set out in clause 6 which for a Satellite Teleport Uplink, Downlink, Turnaround Service and VNO Service includes satellite malfunction; and

- (i) your failure to comply with and observe our policies and procedures, Service Guide or unavailability of relevant personnel at times necessary for testing or connection as set out in clause,

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

## **6 MAXIMUM SERVICE CREDIT ENTITLEMENTS**

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- 6.1 To claim a rebate, you must follow the procedure set out in the Agreement Terms. Each Service Level is also subject to Exclusion Events set out in the Agreement Terms and this Service Schedule.
- 6.2 Rebates and any rights to cancel a Service under the Service Levels are your sole remedy for our breach of a Service Level. Other than as expressly provided in this Agreement, we do not warrant or guarantee that the Services will be available to you on demand or continuously during the term.
- 6.3 The aggregate rebate payable in a month under these Service Levels in respect of a Service is subject to a cap of 30% of the monthly recurring charges for the affected Service in that month.
- 6.4 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.

## **7 FORCE MAJEURE EVENT**

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- 7.1 A Force Majeure Event includes a satellite malfunction or events set out in this clause.
- 7.2 If a Force Majeure Event or an emergency occurs, we may, with (where feasible to do so) or without your consent, suspend operation of Customer Equipment if we reasonably suspect Customer Equipment is interfering with our network, other equipment in the Satellite Teleport or the safety and efficient operation of the Satellite Teleport. We will endeavour to inform you of the action as soon as practical.
- 7.3 If the Satellite Teleport and/or the Telehousing Space is wholly or partially damaged by a Force Majeure Event to such an extent as to render it unsuitable for the contemplated use under this Agreement:
  - (a) either party may choose, within thirty (30) days after such damage, to terminate this Agreement by giving the other written notice of termination; and
  - (b) if a notice is served under 7.3(a), both parties shall be released from further liability under the terms of this Agreement.
- 7.4 If the Satellite Teleport and/or Telehousing Space suffers only minor damage and is not rendered wholly unsuitable for the contemplated use of this Agreement, or it is substantially damaged but the option to terminate is not exercised by either party, we will proceed promptly to repair the damage. We will have a reasonable time within which to rebuild or make any repairs. You are responsible for repairing and replacing any damaged or destroyed Customer Equipment.

## **8 YOUR OBLIGATIONS**

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- 8.1 You must:
  - (a) commit and assign a technical representative to participate in any testing procedures that may be reasonably request by us or any agent, Affiliate or contractor of us or any Third Party Operations;
  - (b) make your own arrangements for all shipping, equipment insurance and customs clearances for Customer Equipment shipped to our Teleport(s). On all customs documents, Customer is to be listed as the End User and remain responsible for subsequent Customer Equipment movements;
  - (c) must obtain, maintain and pay for valid and enforceable insurance policies with insurers reasonably satisfactory to us and with a minimum limit of US 1,000,000 per occurrence for personal injury, equipment

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or property damage (in respect of property owned by us, you and third parties) within the Satellite Teleport or arising from your use of the Satellite Telehousing Service, or as otherwise required by applicable law, and in particular any applicable law relating to employer's or employee compensation;

- (d) produce to us on request by us, certificate of insurance evidencing the levels of insurance required under this Service Schedule;
- (e) advise us of any need for Temporary Storage in advance of any Customer Equipment being delivered to our Teleport(s);
- (f) We are not liable for any theft, damage or loss to Customer Equipment while located within the Satellite Teleport, except to the extent caused by our negligence, and then only to the extent that such theft, damage or loss is covered by our policies of insurance. Any damage or loss to Customer Equipment located within the Satellite Teleport caused by sabotage, terrorism or the like is not covered by our policies of insurance.
- (g) comply with Telstra standards when opting to install your own Customer Equipment at our Teleport(s):
  - (i) prior to installation commencing, we will require the details and drawings for the installation work. Testing and software configuration of the Equipment is not included with this Service;
  - (ii) installation is performed under agreed floor weight loading and power requirements;
- (h) return the Telehousing Space to us in the same condition as it was on the Service Start Date, normal wear and tear expected;
- (i) provide us in writing to the teleport manager a completed 'Customer Onsite Request' as displayed in Appendix A of the Satellite Teleport Service Guide at least two (2) Business Days in advance prior to organising you technicians arriving on-site for:
  - (i) non-urgent requirements for entry to the Satellite Teleport; or
  - (ii) maintenance inspection; or
  - (iii) replacement of Customer Equipment;access will only be provided to your technicians during Business Hours.;
- (j) complete and comply with our Procedures and Policies using Facility as listed in Appendix A of the Satellite Teleport Service Guide;
- (k) provide us with sufficient spares of Customer Equipment telehoused at our Satellite Teleport where the Service is provided if you deem this a mandatory requirement;
- (l) ensure that the Satellite Capacity (Space Segment) if arranged by you:
  - (i) is accessed in accordance with the application earth station performance standards and satellite system operating procedures of the Satellite Operator as notified and amended from time to time;
  - (ii) is in accordance with the Transmission Plan is approved by the Satellite Operation for the Service and provided by you at least two (2) Business Days in advance;
  - (iii) must promptly advise us at least two (2) Business Days in advance of any alteration to the Transmission Plan approved by the Satellite Operator for this Service;
- (m) not use the service for or in any connection with illegal or unlawful purpose or manner including to:

- (i) interfere with, to gain unauthorised access to or otherwise violate the security of our or another person's server, network, personal computer, network access or control devices, software or data, or other systems; or
- (ii) transmit content in breach of any applicable government laws, rules, regulations and/or restrictions including, without limitation, patent, copyright, trademark, obscenity and defamation; and
- (n) not change, modify or interfere with the fabric of the Satellite Teleport building or its systems (including the use of wall, floor or ceiling fastening devices, drilling of holes in same or to seek to access the below floor or above ceiling spaces within the Satellite Teleport) except with the prior approval of us to do so and which may also require approval of any method proposed to be employed (in which for all cases we may require escorted access while you perform such work).

8.2 You represent and warrant that:

- (a) you or your relevant customer is the owner, valid licensee, or authorised user of each unit of Customer Equipment;
- (b) your use of cross-connects complies with all Applicable Laws.

## 9 EARLY TERMINATION CHARGES

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9.1 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 (**ETC**) in the amount of the costs reasonably incurred by us as a result of the termination including any amounts payable to use to our Service Provider as a result of the cancellation of the Service(s); or
- (b) during the Service Term for a Service, the ETC is 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 has not occurred.

9.2 If you do not pay any undisputed amounts due by the due date, we may, at any time by giving you at least fourteen (14) days' notice:

- (a) temporarily suspend the provision of power for your Service(s); or
- (b) refuse to provide any new Satellite Teleport Services to you; or
- (c) deny or limit Teleport(s) access to your authorised representative.

9.3 If we suspend the provision of Power Service to you pursuant to clause 9.2, we will resume Power Service within 24 hours after the receipt of payment for all past due invoices. A Reinstatement Fee will be charged and equals to all costs associated with reinstating the Service to its original state.

## 10 DEFINITIONS

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10.1 For the purposed of this Service Schedule:

**Affiliate** means, in relation to an entity, any other entity which directly or indirectly controls, is controlled by, or is under common control with such entity.

**Basic Operational Support** is where our on-site technician whilst being supervised remotely by your authorised representative over telephone or other method of communication, will provide first-line maintenance for your equipment housed at our Teleport(s).

**Business Day** means a day other than a Saturday or Sunday on which the banks are open for general banking business in the place where the relevant Satellite Teleport is located.

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**Business Hours** means 8am to 4pm local time on a Business Day in the place where the relevant Satellite Teleport is located.

**Cross Connect Installation** is a connection between customer racks and points of interconnect to other service components within the Teleport(s).

**Customer Equipment** means all hardware, software and consumables owned and operated by you, or your customers, Affiliates, or service providers, and which are housed in the Telehousing Space at the relevant Satellite Teleport.

**Day** means a calendar day.

**Earth Station** means the ground station located which relays signals from satellites.

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

**Firm Delivery Date** is defined in clause 4.1.

**Floor Space** means dedicated floor space within a Satellite Teleport where customers can install racks and equipment.

**Local Circuit** is a terrestrial connection between the Satellite Teleport and the Telstra Service Provisioning Point if it is not at the Satellite Teleport.

**Managed Equipment Installation** is where Telstra will assist with the installation of your equipment in a rack within our Teleport(s).

**Month** means a period of time between calendar days.

**Power Availability Guarantee** is defined in clause 5.2.

**Power Feed** means an electrical power cable between the nearest local power distribution point for the power system of the Satellite Teleport to the cabinet where the Customer Equipment is located.

**Power Service** means the Power Feed(s) provided by us to Customer Equipment together with the associated electricity consumption of the Customer Equipment through the Power Feed(s), unless otherwise specified in the Service Order.

**Provisioning Fault** means the failure of the Service to meet the specifications set out in the relevant Order.

**Rack Space** means a space in a rack provided by us. In some special cases, we may provide partial Rack Space (e.g. full or half Rack Space). In such special cases, you need to share the same rack (and same power feed to that rack or cabinet) with other customers;

**Reinstatement Fee** is defined in clause 9.3.

**Satellite Capacity (Space Segment)** is defined in clause 1.2(d).

**Satellite Operator** means a Third Party Operator which is the owner, operator, authorised representative or distributor of the satellite system, that is authorised under applicable laws to provide Satellite Capacity in the relevant jurisdiction, where your or we arrange the Satellite Capacity in conjunction with the Services provided by us.

**Satellite Telehousing Service** means the provision of the Telehousing Space, and may include Temporary Storage, Cross-connects, Power Service, Managed Equipment Installation Service, and any other ancillary support services as specified in the Order.

**Satellite Teleport** means any of our Satellite Teleports located in Perth (Telstra Gnangara Teleport), Sydney (Telstra Oxford Falls Teleport) and/or Hong Kong (Telstra Stanley Teleport).

# SERVICE SCHEDULE – SATELLITE TELEPORT SERVICES



**Satellite Teleport Downlink Service** is defined in clause 1.2(a)(ii).

**Satellite Teleport Turnaround Service** is defined in clause 1.2(a)(iii).

**Satellite Teleport Uplink Service** is defined in clause 1.2(a)(i).

**Service** means the Satellite Teleport Service provided by Telstra pursuant to this Service Schedule and Service Order.

**Service Availability Guarantee** is defined in clause 5.4.

**Service Availability** is defined in clause 5.5.

**Service Level** means the service levels applicable to the Service set out in clause 5.

**Service Order/Service Order Form** means the order you've agreed to detailing your requirements and pricing for the procurement of our Services.

**Service Term** means the contractual period committed to as detailed within the Service Order Form.

**Service Start Date** means the date you accept the Service or deemed to have accept the Service on completion of Test Period.

**Non-Telstra Circuit** means a circuit on a third party network, including a Local Circuit or network, network or an international distant half end circuit, which is or is to be connected to the Telstra Network, including Satellite Capacity.

**Telstra Service Provisioning Point** means the demarcation point for delivery of a Service as specified in the Order.

**Temporary Storage** is where Customer Equipment is received and stored at our Teleport(s) for a period as agreed with us, pending either installation by Telstra or the arrival of your installer.

**Test Period** is defined in clause 4.3.

**Transmission Plan** refers to the plan for the utilisation of the Satellite Capacity and specifying the technical parameters of the Uplink and Downlink signals associated with the Serviced provided by us that has been approved by the Satellite Operator.

**Virtual Network Operations (VNO)** is defined in clause 1.2(c).