

SERVICE SCHEDULE – TELSTRA PROGRAMMABLE NETWORK SERVICE



Product in passive cease sale from 30 November 2023 and is no longer available to new customers.

This Service Schedule sets out the Service Description and service levels that apply to the Telstra Programmable Network Service.

1 SERVICE DESCRIPTION

1.1 The Telstra Programmable Network Service provides access to a software-defined networking platform (**Telstra Programmable Network Platform**) that enables you to build and subscribe to the following service components:

- (a) Data Centre Interconnect - Bandwidth On Demand Layer 2 Ethernet Private Line Service (**Layer 2 Flow Service**);
- (b) Internet Access Service (**IA Service**);
- (c) Global Exchange Service (**GE Service**);
- (d) A **Marketplace** for:
 - (i) Virtual Network Functions (**vAppliance**)

each a “**Telstra Programmable Network Service**”.

1.2 You may request us to provide a Cross Connect or Local Loop to you to connect your Site to the Telstra Programmable Network Platform.

1.3 You can access and manage your Telstra Programmable Network Services through the Telstra Programmable Network Portal.

DATA CENTRE INTERCONNECT / LAYER 2 FLOW SERVICE

1.4 The Layer 2 Flow Service allows you to set up one or more end-to-end connections between End Points or between End Point and other features in Telstra Programmable Network (each connection is a ‘**flow**’). An End Point is an available point of connection on the Telstra Programmable Network, in one of the Point of Presence. You may select the bandwidth, Latency, contract term and renewal option for each Layer 2 Flow Service.

1.5 You may add additional contract(s) to a Layer 2 Flow Service after it is deployed. Each contract is defined by selected bandwidth, contract term, and renewal option.

1.6 You may request to delete a contract before its term expiry. When you request to delete a contract, you will be informed of any applicable estimated Balance Charge (as defined below) resulting from the early termination. The Balance Charge reflects the difference between your pricing for your original contract term and the pricing that would have applied if you had selected a shorter contract term to reflect the actual duration. Once you confirm the Balance Charge and continue with the deletion of the contract, we will process the request and charge you for the applicable Balance Charge, which will be reflected on your next bill.

1.7 The applicable Balance Charge of a contract is calculated as:

(Effective Contract Value) - (Total charge already rated based on original contract term)

where:

“**Effective Contract Value**” means the Actual Duration multiplied by the current effective hourly rate of the Actual Duration;

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Total charge already rated based on original term means the Actual Duration multiplied by the effective hourly rate of the original contract term; and

“**Actual Duration**” means the number of hours between the time the contract starts and the time the delete request is submitted (rounded-up to a complete hour).

- 1.8 A Balance Charge is not applicable on an hourly contract term.

IA SERVICE

- 1.9 The IA Service allows you to access the Internet through the Telstra Internet Direct infrastructure from an End Point or other feature in Telstra Programmable Network.

GE SERVICE

- 1.10 The GE Service provides connectivity to third parties such as other public cloud providers or to your existing Telstra WAN e.g. IP VPN, or to customers who are connected to the Telstra Programmable Network Platform.
- 1.11 When connecting to a third party, you must contract directly with those third parties for the supply of any services provided by them to you. We are not liable for any costs or damages incurred by you arising from or connected with the supply of any third party services to you pursuant to our GE Service, except to the extent such cost or damage is caused by our (or our subcontractor’s) negligence or breach of contract.

MARKETPLACE

- 1.12 The Marketplace enables you to purchase virtual appliances (vAppliances) and packages, such as Telstra Cloud Router.

2 MARKETPLACE SERVICES

VAPPLIANCE

- 2.1 The vAppliance service provide a virtual appliance (virtual machine) such as firewalls and routers from various vendors. You must Bring-Your-Own-Licence (**BYOL**) for the vAppliances from these vendors (excluding Telstra Cloud Router). You obtain and pay us for the virtual machines to host them in one of our VNF farms. Virtual machines vary sizes in terms of number of CPU and amount of memory.
- 2.2 With the exception of Telstra Cloud Router, you must contract directly with those third parties for the supply of any virtual function services provided by those third parties to you. We are not liable for any costs or damages incurred by you arising from procuring these licences.

TELSTRA CLOUD ROUTER (TCR)

- 2.3 You do not require a licence for TCR.
- 2.4 TCR provides you with a virtualised router for making cloud connections that operate within the Telstra Programmable Network environment.
- 2.27 You acknowledge and agree that we will require management access to your TCR to perform any installation, configuration, monitoring or other tasks that are necessary to supply the service to you.
- 2.28 We will carry out your routing configuration requests as instructed but we will not advise on the merits of the request or the potential consequences of implementing the request. You agree and acknowledge that any and all routing configurations, remain your sole responsibility. To the extent permissible at law,

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you further acknowledge and agree that we accept no liability whatsoever, either consequential or direct that may arise from those policy configurations.

- 2.29 To the extent permissible at law, we do not promise or guarantee that your TCR will prevent or detect unauthorised access or breaches to/from your network.
- 2.30 All routing configurations will be applied to the TCR via the TCR interface. You will not have access to the underlying management console or web interface.
- 2.31 We will maintain and monitor the health and availability of the TCR and will apply relevant maintenance updates and urgent/critical software updates. The application of the software patches and updates will be solely at our discretion.
- 2.32 The Telstra Cloud Router is supported by an underlying open source software program known as the Quagga Router software (and is separate and distinct from other software used for the operation of the Telstra Cloud Router); Copyright © 2019 Telstra Corporation Limited.
- 2.33 The Quagga Router software program uses free software. You can find this free software from <http://www.quagga.net/> You can redistribute the open source software and/or modify it under the terms of the GNY General Public Licence as published by the Free Software Foundation, either version 2 of the Licence or (at your option) any later version. The Quagga Router software program is distributed in the hope that it will be useful, but without any warranty and without even the implied warranty of merchantability or fitness for a particular purpose. See the GNU Public Licence for more details which is available at <https://github.com/pierrecdn/quagga-bgpd/blob/master/LICENSE>

3 TELSTRA PROGRAMMABLE NETWORK PORTAL

REGISTRATION AND ORDERING PROCESS

- 3.1 We will provide you with access to the Telstra Programmable Network Platform via our Telstra Programmable Network Portal, through which you will have access to the Telstra Programmable Network Platform and the ability to order and manage Telstra Programmable Network Services.
- 3.2 You will be deemed to have authorised your Authorised User to place Online Orders with us. You agree to be bound by any Online Order placed by an Authorised User.

GENERAL

- 3.3 We will provision the Telstra Programmable Network Services to you based on the information you provide to us in your application form and within the Telstra Programmable Network Portal. You agree that all information provided by you is true, accurate, up to date and complete. You agree to promptly advise us of any changes to your information so that it remains true, accurate, up to date and complete.
- 3.4 You acknowledge and agree that any of your Authorised Users that have access to the Telstra Programmable Network Portal will be provided with full access and usage rights unless you ask for such access and usage rights to be limited. We do not guarantee that we will be able to apply the limitations on access and usage rights that you require. If we are not able to apply the limitations you require, we will let you know.

SUPPORT PARTNERS

- 3.5 If you or one of your Authorised Users chose to give an authorised Telstra dealer or partner ("**Support Partner**") access to the Telstra Programmable Network Portal to perform the functions on your behalf, they will also be considered one of your Authorised Users.
- 3.6 By making a Support Partner one of your Authorised Users, you are granting that Support Partner full

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administrative rights to your Telstra Programmable Network account for the purpose of managing your Telstra Programmable Network Services in accordance with your instructions and subject to this Telstra Programmable Network service schedule ("**Support Partner Services**"). Support Partner Services include authorising your Support Partner, at your request, to perform any administrative function within the Telstra Programmable Network Portal that you or your Authorised Users are authorised to perform under this Telstra Programmable Network service schedule.

- 3.7 Support Partner Services are provided at the discretion of the Support Partner and we do not guarantee that:
- (a) you will receive written confirmation of your request; or
 - (b) that your request will be dealt with within a certain timeframe; or
 - (c) that Support Partner Services will be provided at specific times requested by you.
- 3.8 You are responsible for ensuring that any requests to Support Partners are made by Authorised Users who have your authority to do so and that all such persons comply with this Telstra Programmable Network service schedule.
- 3.9 When accessing the Telstra Programmable Network Portal on your behalf, you acknowledge that Support Partners may have access to any personal information contained or collected through the Telstra Programmable Network.
- 3.10 You may have non-excludable rights under applicable consumer protection laws in relation to the Support Partner Services. Subject to any non-excludable rights:
- (a) the Support Partner Services are provided on an "as is" basis, without warranties of any kind (including, those that would otherwise be implied by law); and
 - (b) we do not warrant that your use of the Support Partner Services will be secure or error free or that your Support Partner will meet your requirements;
 - (c) we make no representations about the suitability, reliability, availability or timeliness of the Support Partner Services.
- 3.11 If you're entitled to rely on any condition or guarantee as a non-excludable right under consumer protection laws, then to the full extent permitted by law our liability for breach of the condition or guarantee is limited to the supply of the Support Partner Services again.
- 3.12 Your use of a Support Partner does not in any circumstances create an employer/employee relationship, agency arrangement or partnership between you and us or you and the Support Partner.
- 3.13 We are not liable for any act or omission of a Support Partner, unsolicited purchases, changes in subscriptions or service cancellations made by the Support Partner on your behalf, and you indemnify us against all claims) arising naturally (that is, according to the usual course of things) in connection with your use of the Support Partner Services, unless and to the extent that the claim is caused or contributed to by us. We will take reasonable steps to mitigate our loss suffered or incurred in connection with such claims,
- 3.14 To the extent permitted by law, we are not liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with your appointment of a Support Partner to manage your Telstra Programmable Network Services.

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CONTROL POLICIES

3.15 You must ensure that:

- (a) each individual Authorised User has a unique, personal identifier (“**Domain ID**” and username) and password that can be used within the Telstra Programmable Network Portal to refer to that particular Authorised User;
- (b) each personal identifier must not be used by another person or re-used for another person;
- (c) Domain IDs must not be shared;
- (d) you comply with all directions and processes given by us that are, in our opinion, necessary to minimise unauthorised access.

UNAUTHORISED ACCESS

3.16 You must not and you must ensure that your Authorised Users do not engage in Unauthorised Access, including without limitation you must:

- (a) actively monitor usage of the Telstra Programmable Network Portal to ensure full enforcement and compliance of this Telstra Programmable Network service schedule;
- (b) ensure all Authorised Users who are involved in Unauthorised Access in breach of this Telstra Programmable Network service schedule lose their status immediately as Authorised Users and you notify us immediately in writing of such change;
- (c) where a person stops being an Authorised User or an Authorised User, immediately terminate all or part of that person’s access rights as appropriate and notifying us of that change; and
- (d) install and maintaining physical security and network security protection measures, including any we may notify you of from time to time.

ACCESS NOT GUARANTEED

3.17 We:

- (e) may suspend, interrupt or restrict access to the Telstra Programmable Network Portal at any time without giving you prior notice;
- (f) will endeavour to provide, but do not guarantee:
 - (i) the provision of a continuous or fault free access to the Telstra Programmable Network Portal; and
 - (ii) that the information contained in the Telstra Programmable Network Portal is complete and accurate.

MONITORING USAGE

3.18 We may monitor actual or attempted access of the Telstra Programmable Network Portal. If we believe that any person is involved in Unauthorised Access or otherwise risks jeopardising the security or integrity of any of our systems, in addition to any other rights we have we may:

- (g) suspend or cancel any access to the Telstra Programmable Network Portal; and

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- (h) direct you to permanently remove any Authorised User's access to the Telstra Programmable Network Portal and immediately deactivate their associated User ID. You must immediately comply with any such direction.

DOCUMENT SHARING

- 3.19 If you upload, transmit, post or otherwise make any documents or other information available on the Telstra Programmable Network Portal you must ensure that those documents or information are up to date; not misleading; not defamatory; do not contain offensive language or material; do not breach any laws, standards, content requirements or codes; do not infringe the rights of, or breach any duty to, any third party (including that third party's intellectual property rights); and do not and will not expose us to the risk of any claim, legal or administrative action or prosecution.
- 3.20 If, in our reasonable opinion, any documents or information uploaded, transmitted, posted or otherwise made available by you breach the clause above or are the subject of any claim, complaint, investigation, legal or administrative action or prosecution, we may in our sole discretion and without notice to you, remove that documents or information from the Telstra Programmable Network Portal or cease making the Telstra Programmable Network Portal available to you. We will not be liable to you if we remove that document or information.
- 3.21 You warrant that you will conduct such tests and computer virus scanning as may be necessary to ensure that documents uploaded by you onto, or downloaded by you from, our systems do not contain any computer virus and will not in any way, corrupt the data or systems of any person.
- 3.22 You should ensure that you keep copies of all such information which you make available on the Telstra Programmable Network Portal for your own records and do not rely on us or the Telstra Programmable Network Portal to keep copies of any such information for any purposes.
- 3.23 You agree that any documents or information which you make available on the Telstra Programmable Network Portal we may use and make copies of for the purpose of working on our contract with you (including making it available to any third parties who assist us in any way with such contracts) and we may copy, store and disclose copies of the documents and information in accordance with our company policies and legal obligations.

4 ELIGIBILITY

- 4.1 In order to connect to the Telstra Programmable Network Platform, you must connect your Site to a Telstra Programmable Network POP via a Cross-Connect or a Local Loop.
- 4.2 In order to acquire our IA Service or our GE Services you may be required to procure your own equipment such as a router or request that we provide that equipment to you.

5 CHARGES

- 5.1 We will not charge you for access to the Telstra Programmable Network Portal.
- 5.2 Charges for your Telstra Programmable Network Services are displayed at the time of purchase in the Telstra Programmable Network Portal and may change from time to time.
- 5.3 Charges in the Telstra Programmable Network Portal are displayed in the currency you specified in your application form and are exclusive of any value added, goods and services or other consumption based taxes.

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6 TERM

ONLINE ORDERS

- 6.1 You may select for each Online Order for a Telstra Programmable Network Service:
- (a) an Initial Period in hours, days, weeks, months or years; and
 - (b) whether that Telstra Programmable Network Service will be disconnected or renewed at the expiry of the Initial Period. Any renewal will be on the then current pricing for that Telstra Programmable Network Service.

7 YOUR RESPONSIBILITIES

- 7.1 Unless otherwise stated, you are responsible for providing and maintaining all computer systems, software and infrastructure within your premises that are necessary for you to access the Telstra Programmable Network Portal and Telstra Programmable Network Services.
- 7.2 You must comply (and ensure that your Authorised Users comply) with:
- (a) the licence terms of any software (such as application software or operating system) which you use in connection with Telstra Programmable Network Services; and
 - (b) all terms applicable to the any third party services you use in connection with the Telstra Programmable Network Services.
- 7.3 You must not use third party products or services in connection with the Telstra Programmable Network Portal, Platform or Services which have terms and conditions which conflict with or could cause you to breach of the terms of this service schedule or other agreement with us.
- 7.4 You grant to us all rights, consents, permissions and licenses necessary to enable us and our subcontractors and suppliers to legally view, copy and store any information you provide on the Telstra Programmable Network Portal for the sole purpose of performing our obligations in connection with providing the Telstra Programmable Network Services to you or any law.

ACCEPTABLE USE

- 7.5 You must implement the necessary controls to ensure that you do not use the Telstra Programmable Network Portal or Telstra Programmable Network Services for any of the following:
- (i) to store, process, or transmit material that is tortious or in violation of any applicable laws;
 - (j) to transmit malicious code;
 - (k) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Telstra Programmable Network Portal or any Telstra System or third-party data contained therein;
 - (l) to attempt to gain unauthorized access to systems or networks; or
 - (m) to provide access to the Telstra Programmable Network Portal to non-user third parties, including, by resale, license, loan or lease; and
 - (n) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Telstra Programmable Network service schedule by your personnel or users.
- 7.6 You warrant that you will not use, permit or facilitate the use of the Telstra Programmable Network

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Services or Telstra Programmable Network Portal:

- (o) without Telstra's express approval, in relation to the business or affairs of any person other than you;
- (p) to infringe the intellectual property rights of any person;
- (q) to breach any law, standards, content requirements or applicable codes of conduct;
- (r) to publish or disseminate any material that is defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person or group or have the likely effect of causing offence or harm;
- (s) to menace or harass any person;
- (t) to publish or disseminate any material that contains any instructions which if implemented might cause damage or injury to any person or property; or
- (u) in a manner which will expose Telstra to the risk of any claim, legal or administrative action.

INDEMNITY

7.7 You indemnify us against all liability and loss arising naturally (that is, according to the usual course of things) from any and all actions, suits, causes of action, claims, demands, damages, costs, penalties, charges and expenses of every description whatsoever incurred in connection with:

- (v) a breach by you or your Authorised Users of your obligations under this Telstra Programmable Network service schedule; and
- (w) any wilful, unlawful or negligent act or omission by you, your Authorised Users in connection with your use of the Telstra Programmable Network Portal, Platform or Services,

except to the extent the liability or loss is caused or contributed to by us. We will also take reasonable steps to mitigate our liability or loss in connection with paragraphs (a) and (b) above.

8 SECURITY REQUIREMENTS

INFRASTRUCTURE

8.1 You must, at your own cost:

- (x) install and maintain the physical and network access security measures specified by us from time to time; and
- (y) use reasonable endeavours to ensure that the systems or locations that receive and/or store all information about customers, including billing information, are not capable of being accessed by anyone other than your Authorised Users for the sole purpose of performing obligations under this Telstra Programmable Network service schedule.

VIRUSES

8.2 You must use your best endeavours to ensure that no viruses or similar computer programs are transmitted to our computer systems through or as a result of you accessing the Telstra Programmable Network Portal or using the Telstra Programmable Network Services in accordance with this Telstra Programmable Network service schedule. At a minimum, you must:

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- (z) ensure any information or computer program transmitted to our systems is free from known viruses and similar computer programs; and
- (aa) implement, maintain and enforce a virus protection policy in accordance with the highest industry practice.

AUDIT

- 8.3 We may conduct an audit, so we are able to determine whether or not, and to what extent, you are complying with your obligations under this Telstra Programmable Network service schedule. You must fully co-operate with us, and make available for inspection, all systems, facilities, records, information and personnel relating to performance of this Telstra Programmable Network service schedule.

9 PRIVACY

- 9.1 You acknowledge that in connection with the provision of the Telstra Programmable Network Services to you, your personal information may be stored and processed in Australia, the United Kingdom, United States or any other country where we, or our suppliers, contractors and/or agents have facilities, and you consent to the transfer of information outside of your country.

10 TERMINATION

- 10.1 You may stop using the Telstra Programmable Network Portal at any time, for any reason. Although your current Programmable Network Services will remain active and we will continue to bill you for them until you cancel them.
- 10.2 Without limiting any other provision of this Telstra Programmable Network service schedule, we may suspend or terminate your access to the Telstra Programmable Network Portal if:
- (bb) you are in breach of this Telstra Programmable Network service schedule;
 - (cc) there is an emergency; or
 - (dd) we are required by law.
- 10.3 We may revoke your access to the Telstra Programmable Network Portal without further notice or liability if it is unused by you for more than six (6) months.
- 10.4 Your Authorised Administrator is required to immediately terminate Telstra Programmable Network Portal access to any Authorised User who leaves your organisation.

11 SERVICE LEVELS

SERVICE DELIVERY TIME

- 11.1 We aim to make each Layer 2 Flow Service, IA Service, GE Service or vAppliance available to you within 10 minutes after you click the “Deploy” button on the Telstra Programmable Network Portal. This is measured from when you click to when the flow is deployed, it doesn’t mean there is traffic running across the flow.
- 11.2 If we fail to deliver the Telstra Programmable Network Service to you within 10 minutes other than as a result of an Exclusion Event, you may claim a credit of 5% of the charges for the applicable Telstra Programmable Network Service for each minute of delay, up to a maximum credit of 50% of the monthly charges for the period in which the SLA was missed for the impacted Telstra Programmable Network Service. The credit amount will be based on the actual usage charge for the period.

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AVAILABILITY

11.3 If we fail to deliver your Layer 2 Flow Service and Marketplace Services due to an outage that occurred between a Telstra Programmable Network PoP and another Telstra Programmable Network PoP, you will be eligible for a credit for the disrupted service. The following table depicts the scenarios that constitute an outage:

TELSTRA PROGRAMMABLE NETWORK SERVICE	OUTAGE SCENARIO
Layer 2 Flow Service	Failure to re-route a flow
Marketplace	Failure to host a Virtual Network Function

11.4 If your Layer 2 Flow Service and Marketplace Service are impacted by either of the outage scenarios stated above, you will be eligible for a credit amount calculated on a monthly basis, as follows:

Downtime % x Monthly charges for the impacted Layer 2 Flow Service or Marketplace

11.5 The Downtime % is calculated as follows:

$$\frac{\text{Aggregated Monthly Outage Period During Usage Time}}{\text{Total Monthly Usage Time}} \times 100$$

LATENCY

11.6 We aim to meet the monthly Latency targets specified on the Telstra Programmable Network Platform for the Latency level selected by you for your Layer 2 Flow Service (**Latency Target**).

11.7 The actual Latency of your Telstra Programmable Network Service in a month is measured in milliseconds using the following formula:

$$\frac{\sum (\text{Average Monthly Latency})}{\text{Total Monthly Samplings of Latency}} = \text{Latency (ms)}$$

11.8 If we fail to meet the Latency Target for your Layer 2 Flow Service, you may claim a credit of 30% of the charges for the period in which the SLA was missed for the impacted Telstra Programmable Network Service. The credit amount will be based on the actual usage charge for the period.

12 EXCLUSION EVENTS

12.1 In addition to the Exclusion Events specified in the Agreement Terms, any faults or Unavailability caused by the following are Exclusion Events for each Telstra Programmable Network Service:

- (a) the unavailability of capacity for Telstra Programmable Network Services;
- (b) circuits comprising a part of the Telstra Programmable Network Service that are provided by third-party suppliers;
- (c) failure or outage of any part of the sub-sea portion of the submarine cable system (including any hardware or software thereof) used for the supply of Layer 2 Flow Services.

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13 SCHEDULED MAINTENANCE

- 13.1 We may perform scheduled maintenance on your Telstra Programmable Network Services, which may cause your Telstra Programmable Network Services to be temporarily unavailable. We will give you reasonable notice before performing such scheduled maintenance. However, we reserve the right to implement urgent maintenance updates, if we deem it necessary.
- 13.2 We reserve the right to instigate emergency maintenance procedures and updates, to address urgent or critical issues without notice, if required to protect our customers and the wider Telstra Programmable Network Services.

14 VARIATION TO SERVICE SCHEDULE

- 14.1 Notwithstanding the Agreement Terms, we may from time to time revise the terms of this Service Schedule and any terms posted on the Telstra Programmable Network Platform and you shall be deemed to have accepted any such revision by your continued use of the Telstra Programmable Network Services after notice of the amended terms. We will give you reasonable notice in writing of when such revision of the terms becomes applicable. If the revision of the terms would cause more than minor detriment to you, you may cancel this Service without the payment of Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 14.1.

15 DEFINITIONS

- 15.1 In this Service Schedule, unless otherwise stated:

Authorised User means each registered person who can place Online Orders on your behalf on the Telstra Programmable Network Portal.

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

City Pairs mean, for example, Tokyo-Singapore, Hong Kong-Taipei, Sydney-Seoul, and include such City Pairs as may be available from time to time and are accepted by us in an Online Order.

Cross Connect means a network interconnection service that runs between your equipment located in a Telstra Programmable Network PoP to our End Point in a Telstra Programmable Network PoP.

End Point means an available point of connection on the Telstra Programmable Network Platform.

Initial Period means the minimum period for which you must acquire a Telstra Programmable Network Service, as set out or referred to in an Online Order, order form or an applicable Service Schedule.

Latency means the time taken in milliseconds for a 64byte frame to be sent from a Telstra Programmable Network PoP to another Telstra Programmable Network PoP and return to the first Telstra Programmable Network PoP. We measure Latency each minute to determine the average monthly Latency each month.

Local Loop means the domestic connecting carriage service providing a direct connection between a Telstra Programmable Network POP in a country and your Site in that country.

Online Order means an order for a Telstra Programmable Network Service submitted by you and accepted by us via the Telstra Programmable Network Portal.

Telstra Programmable Network POP means a network point of presence equipped with Telstra Programmable Network infrastructure maintained by us, our affiliate, or our partners in a city between any City Pairs.

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Telstra Programmable Network Portal means our customer portal which you may use to access the Telstra Programmable Network Platform.

Ticket means your trouble ticket issued by us for any outage or fault reported by you, which will only be issued by us when you provide sufficient information for us to identify the Fault.

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

WAN means a Multi-Protocol Label Switching (MPLS) service based on Layer 3 IP connectivity. A Telstra WAN service refers to Telstra's Next IP Network or Telstra's IPVPN.

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ATTACHMENT 1: MANAGED TELSTRA PROGRAMMABLE NETWORK SERVICES

This Attachment to the Telstra Programmable Network Service Schedule (“**Attachment**”) sets out the service description for Managed Telstra Programmable Network Services and applies in addition to the Telstra Programmable Network Service Schedule.

2 AVAILABILITY

- 2.1 This is an initial release of the Managed Telstra Programmable Network Services which we are making available to a select number of customers. As this is an initial release, we may make changes to the nature of the Managed Telstra Programmable Network Services from time to time before making a further release generally available to the market.
- 2.2 Based on the success of this release of the Managed Telstra Programmable Network Services, we may decide in our sole discretion whether to make the Managed Telstra Programmable Network Services generally available to the market or to withdraw the Managed Telstra Programmable Network Services.
- 2.3 We will provide you with reasonable prior written notice of any change or withdrawal of the Managed Telstra Programmable Network Services. If such change to the Managed Telstra Programmable Network Services causes more than minor detriment to you, you may cancel this Service without the payment of Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 1.3.

3 SERVICE DESCRIPTION

OVERVIEW

- 3.1 The managed Telstra Programmable Network (**TPN**) service gives you access to a team of cloud experts who can provide the following assistance in relation to the on-boarding and on-going management for your Telstra Programmable Network Services:
 - (a) **Telstra Programmable Network Configuration:**
 - (i) Network topology setup and deployment
 - (ii) Create Global Exchange cloud-connect requests
 - (iii) 3rd party cloud setup (Azure express route setup, AWS networking etc.)
 - (b) **Configure VNF:**
 - (i) Spin up VNF image in the TPN Platform (only Telstra Cloud Router and Cisco CSR 1000v in scope)
 - (ii) VNF configuration staging and deployment. Includes activating VNF licenses
 - (c) **Pre-Go Live:**
 - (i) Testing/validating connectivity and participating in end to end user testing
 - (d) **Go Live:**
 - (i) Advertise default gateway and other relevant routes to MPLS network

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- (ii) Test flows with client
- (iii) Verify topology access from MPLS Network
- (e) **Managed Services Integration:**
 - (i) Setup Telstra's monitoring and alerting platforms
 - (ii) Setup standard reporting templates
 - (iii) Ad-hoc troubleshooting support for TPN overlay services (e.g. VNF OS level troubleshooting) and performing connectivity checks that extend into your IPVPN and MDN environment
- (f) **Change Requests:**
 - (i) Hard MACs
 - (A) Flow bandwidth (upgrade/downgrade)
 - (B) Flow topology
 - (C) Creating new flows
 - (ii) Soft MACs
 - (A) VNF Routing Optimisation such as BGP filters, maps, paths, metrics etc.
 - (B) VNF OS Patching on behalf of you
 - (C) Creating new routing policies
- (g) **Configuration backup of VNFs and restoration of TPN services:**
 - (i) assisting with the back-up of the VNF configuration
 - (ii) restoration of TPN services
 - (iii) providing advice in relation to best practice options and solutions,

(the "Managed TPN Services").

ELIGIBILITY

3.2 To be able to use the Managed TPN Services, you must have the following services:

- (a) Telstra Programmable Network;
 - (b) Router license (Applicable only for Cisco CSR 1000v); and
 - (c) a cloud subscription for AWS, Microsoft Azure, Google Cloud, IBM Cloud or Alicloud.
- (each an "Eligible TPN Service").

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4 CHARGES AND PACKAGES

- 4.1 When you sign up for Managed TPN Services, you will be charged:
- (a) an once off, non-recurring, charge per router; and
 - (b) monthly recurring charges,
- as set out in your Service Order Form. These charges are in addition to the usage charges for your Telstra Programmable Network Services.
- 4.2 We will invoice you the applicable charges at the end of the billing cycle during which you purchase a Managed TPN Service from us.
- 4.3 There is no minimum contract term or early termination charges associated with Managed TPN Services.
- 4.4 If, as part of your Managed TPN Services you ask us, and we agree to purchase anything on your behalf we will charge you an amount corresponding to the price we paid on your behalf. We will only incur such fees and charges on your behalf if we have your prior written approval.

5 HOW WE SUPPLY THE SERVICES TO YOU

ORDERING SERVICES

- 5.1 Once you have signed up for Managed TPN Services from us, you can order Managed TPN Services capabilities from us via the Global Service Desk, or any other email address or other means of communication we notify you from time to time ("Contact Details").
- 5.2 Each time you request Managed TPN Services capabilities from us as set out in clause 3.1, following the receipt of your request:
- (a) we will use commercially reasonable endeavours to respond to your request within 24 hours after our receipt of such request; and
 - (b) we will respond to you and confirm:
 - (i) that the requested services can be delivered;
 - (ii) any applicable assumptions and exclusions,(our "**Response**").
- 5.3 Once you confirm with us that you agree with details set out in our Response (including specifically the scope of the services, the indicative charges for the performance of the relevant Managed TPN Services, and any applicable assumptions and exclusions), then:
- (a) our Response and your confirmation under this clause form a Statement of Work for the purposes of the Managed TPN Services; and
 - (b) we will provide the agreed services to you in accordance with our Response and this Attachment.

CHANGES REQUESTS

- 5.4 If a party wishes to make a change to the Agreement or a Statement of Work under it, that party can raise a ticket with the proposed Change Request via the support process.

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- 5.5 If we receive, or submit, a proposed Change Request, we will:
- (a) assess the impact, costs, benefit and risk of the proposed change and discuss these with you; and
 - (b) document all changes made to the Agreement in a proposed Change Request.
- 5.6 A proposed Change Request must include a validity period. During the validity period you may:
- (a) accept the proposed Change Request; or
 - (b) reject the proposed Change Request.
- 5.7 If you do not accept or reject the proposed Change Request within the validity period, the validity period will lapse. If the proposed Change Request is rejected or the validity period lapses, the Agreement and any applicable Statements of Work will continue in force unamended.

BUSINESS HOURS

- 5.8 We provide the Managed TPN Services 24 hours a day, seven days a week.

6 YOUR TASKS AND OBLIGATIONS

- 6.1 To enable us to provide the Managed TPN Service to you, you must:
- (a) comply with all of our reasonable directions, instructions and requests in relation to the Managed TPN Services;
 - (b) provide us all the information (including by making your staff available to answer questions) we request to assist us in providing the Managed TPN Services or Deliverables to you;
 - (c) ensure that all the information you provide us is accurate and complete;
 - (d) provide us with full and safe access to your sites and any necessary equipment, data, applications, platforms, accounts, materials, information (including configuration information) and all facilities, services or accessories reasonably required for us to provide the Managed TPN Services;
 - (e) provide us with all assistance that we reasonably request or that is otherwise necessary to supply the Managed TPN Services or Deliverables;
 - (f) perform your own user acceptance end-to-end testing of any solution if we ask you to;
 - (g) provide your Input by the dates specified in the Statement of Work or, where no dates are specified, as soon as possible upon our request;
 - (h) nominate a person who will act as a single point of contact between us and you (including for the purpose of co-ordinating training in relation to the Managed TPN Services) and ensure that this nominated person is available to liaise with us; and
 - (i) notify us of any change to your services or equipment that is relevant to or likely to affect the Managed TPN Services we provide to you.
- 6.2 If, for the purpose of providing the Managed TPN Services to you, we need to access to:

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- (a) any instance (including accounts with third party service providers, such as Amazon or Microsoft) you hold in connection with your Eligible TPN Service, you must ensure that we have access to that instance, in which case we recommend that you create a user under your account for us.
- 6.3 You must not alter, tamper, reverse engineer, repair or attempt to repair any equipment provided or made available to you as part of the Managed TPN Service or cause, or allow, any person to do any of these acts or things.
- 6.4 You must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to accounts, computer systems or networks in connection with the Managed TPN Service, through hacking, password mining or by any other means. You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the supply of the Managed TPN Service or Deliverables.
- 6.5 You must not and must ensure that your related bodies corporate do not, during the Restraint Period, seek to employ or engage the services of any of our Personnel involved in providing the Managed TPN Service to you. This does not apply in relation to a person who responds to a genuine published advertisement. You acknowledge that the restraint in this clause 6.5 is reasonable in its extent and goes no further than is reasonably necessary to protect our interest in maintaining our Personnel.

7 SERVICE ASSURANCE

- 7.1 If you select TPN restoration services as part of your TPN Managed Service, we aim, but don't guarantee, to meet the timelines set out in the table below. Except where expressly agreed otherwise, the scheduled timeframes are estimates only and may change.

Priority Level	Description	Detail	Initial Update	Interim Updates	Target Time to Resolve
1	Critical	<ul style="list-style-type: none"> Disruption in your ability to conduct your Business Outage or imminent outage Site Down with no service available 	Within 30 Minutes of incident creation	Every 30 minutes while active. Every 24 hours while on customer hold.	4 hours
2	High	<ul style="list-style-type: none"> Risk to your ability to conduct your Business Loss of redundancy to your services/systems Service degradation, partially impacting your business 	Within 60 Minutes of incident creation	Every 60 minutes while active. Every 24 hours while on customer hold.	8 hours
3	Medium	<ul style="list-style-type: none"> Investigation required into minor issue leading to service degradation Non critical process failures 	Within 60 Minutes of incident creation	1 Business Day	24 Business Hours
4	Low	<ul style="list-style-type: none"> Potential incident with no current impact Service/Information request Planned activity by you without information 	Within 60 Minutes of incident creation	1 Business Day	48 Business Hours

- 7.2 For the purposes of this clause 7, 'on customer hold' means that a resolution has been identified and scheduled and is waiting to be actioned or we are waiting for information from you.

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8 DELIVERY, TITLE AND RISK

DELIVERY

- 8.1 We aim, but don't guarantee, to meet the scheduled timeframes and delivery dates set out in the Statement of Work. Except where expressly agreed otherwise, the scheduled timeframes are estimates only and may change.
- 8.2 To the extent any delay is not caused by us:
- (a) we will not be responsible for a delay in a Deliverable or a Deliverable which depends on another one which is delayed;
 - (b) the delivery date or due date for impacted Deliverables will automatically be extended by a period equal to the period of delay;
- as a consequence of the delay.

TITLE AND RISK

- 8.3 Risk in a Deliverable passes to you when we deliver the Deliverable to you.
- 8.4 Title to each Deliverable (excluding any Intellectual Property Rights in a Deliverable) remains with us until you have paid us in full for that Deliverable.
- 8.5 You must not pledge or encumber a Deliverable until title in that Deliverable has passed to you.

9 INTELLECTUAL PROPERTY

LICENSED MATERIAL

- 9.1 We grant to you a non-exclusive, non-sub-licensable and non-transferable licence to the Intellectual Property Rights in the Licensed Material to use, adapt and reproduce the Licensed Material incorporated in a Deliverable in the Jurisdiction solely for your internal business purposes.
- 9.2 We, or our suppliers, retain all right, title and interest (including all Intellectual Property Rights) in and to the Licensed Material, and you acquire no interest in or to the Licensed Material, other than the licence under clause 9.1.
- 9.3 Except to the extent expressly permitted by applicable law or under the Agreement, you must not, and must not permit others to, use, copy, reproduce, adapt, merge with other software, modify, decompile, reverse-engineer, disassemble or translate all or any part of the Licensed Material.
- 9.4 You must not use the Deliverables other than in accordance with the terms of the Agreement, any documentation provided with the Deliverables and our reasonable instructions.
- 9.5 You must not challenge or impair the validity of our title to, or interest in, any Intellectual Property Rights in the Licensed Material.

YOUR MATERIAL

- 9.6 You or your licensors retain ownership of the Intellectual Property Rights in Your Material. You grant us a royalty-free licence in the Intellectual Property Rights in Your Material to use Your Material for the purpose of performing our obligations under the Agreement including the right to:
- (a) copy, modify, adapt and make derivative works of Your Material; and

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(b) permit our subcontractors to use, copy, modify, adapt and make derivative works of Your Material.

9.7 We acknowledge that the licence granted in clause 9.6 does not transfer to us any Intellectual Property Rights in any of Your Material.

9.8 You indemnify us from and against any and all loss, damages, liability, costs or expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) as a result of a claim that Your Material or its use by us in accordance with the terms of this Agreement infringes any Intellectual Property Rights, or any other rights, of a third party, except to the extent the Loss is caused or contributed to by us. We will take reasonable steps to mitigate our Loss arising from such claim,

OWNERSHIP OF INTELLECTUAL PROPERTY IN DELIVERABLES

9.9 Unless otherwise agreed, we (or our suppliers) own all Intellectual Property Rights in and to all Deliverables arising out of the provision of the Managed TPN Services and you hereby assign all such Intellectual Property Rights to us on and from the date those rights are created.

9.10 You agree to perform any actions and sign any documentation we require in order to give effect to clause 9.9.

10 THIRD PARTIES

10.1 Unless otherwise agreed in the Agreement:

- (a) the Managed TPN Services or any Deliverables are provided for your benefit only;
- (b) you must not use the Managed TPN Services for a third party's benefit or allow a third party to use them; and
- (c) we are not responsible for the use by a third party or use by you for the benefit of a third party of the Managed TPN Services or any Deliverables.

10.2 You indemnify us from and against any and all loss, damages, liability, claims, costs or expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) as a result of any use by a third party or use by you for the benefit of a third party of the Managed TPN Services or any Deliverables (unless such use is expressly permitted in the Agreement), except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss suffered in connection with such use,

10.3 You acknowledge that we may purchase some components of the Managed TPN Services or Deliverables from third party suppliers. If one of our third party suppliers suspends, cancels or terminates a service that we rely on to provide you with a Managed TPN Services or Deliverable, we may:

- (a) replace or modify that Managed TPN Service or Deliverable;
- (b) suspend or cancel that Managed TPN Service or Deliverable; or
- (c) terminate the affected part of the Agreement.

10.4 If we exercise our rights under clause 10.3, we will give you as much notice as is reasonably practicable in the circumstances.

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11 WARRANTIES AND LIMITATION OF LIABILITY

- 11.1 You agree that you will comply with the terms of the Eligible TPN Services whether with us or with a third party.
- 11.2 You acknowledge and agree that we are not responsible for the Eligible TPN Services that are not provided by Telstra. The Eligible TPN Services that may be provided to you by Telstra will be subject to and on the terms of any separate agreement between you and us in relation to such Eligible TPN Services.
- 11.3 You acknowledge that Eligible TPN Services may implement procedures that can restrict or eliminate our or our suppliers' ability to access your data or other resources in the Eligible TPN Services for the purposes of the Managed TPN Services.
- 11.4 You agree that we will not be liable for any failure or delay in performing our obligations to the extent such failure is caused by a Force Majeure Event, being any circumstance not within the reasonable control of us, to the extent that the circumstance or its effect on us could not have been avoided, prevented, or circumvented despite the exercise of reasonable diligence by us. We further acknowledge that you will not be liable for loss or damage for any failure or delay in performing your obligations to the extent such failure is caused by a Force Majeure Event, being any circumstance not within your reasonable control, and to the extent that the circumstance or its effect on you could not have been avoided, prevented or circumvented despite the exercise of reasonable diligence by you.

12 INDEMNITY

- 12.1 You indemnify us from and against any and all loss, damages, liability, cost and expenses, suits or proceedings (including reasonable attorney's fees) (**Loss**) arising as a result of or in connection with any third party claim that relates to your data (including hosted content, any data stored on our storage platform and any software or configuration data you install (or that you request we install) on our service platform) or arising as a result of or in connection with your use of the Managed TPN Services (including any breach by you of the terms of this Service Schedule).
- 12.2 You indemnify us from and against (and must pay us for) any Loss arising as a result or in connection with:
- (a) your (and your end users') use (or attempted use) of any component of the Managed TPN Services or Deliverable; and
 - (b) equipment you use in connection with the Managed TPN Services.
- 12.3 You indemnify us from and against (and must pay us for) any Loss relating to your breach of this Service Schedule
- 12.4 For the purposes of each indemnity under clause 11.1 to 11.3, the indemnification obligation is limited to Loss which arise naturally (that is according to the usual course of things), except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss, suffered in connection thereof.

13 TERM

- 13.1 You will be charged monthly recurring charges at the prevailing rates on the service order form unless you submit a cancellation for the Managed TPN Services. The cancellation will be effective 30 days following the order termination request.

14 DEFINITIONS

- 14.1 In this Attachment, unless otherwise stated:

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Attachment has the meaning as provided in the first paragraph;

Change Request means a written request (in a form specified by us) for a change to any specifications or to any work to be carried out under the Agreement or a Statement of Work under it;

Contact Details has the meaning provided in clause 5.1;

Deliverable means an item required to be provided to you or a task to be completed by us in accordance with the relevant specifications but does not include hardware provided or software licensed under separate terms;

Eligible Managed TPN Service has the meaning provided in clause 3.2;

Input means the goods, services and other assistance to be provided by you as specified in the Agreement or a Statement of Work under it;

Jurisdiction means the place(s) specified in the Agreement, or if none is specified, where the Managed TPN Services are provided;

Licensed Material means Material (excluding hardware, software and any software tools which must be provided by us to you on separate terms) comprised in a Deliverable but does not include Your Material;

Managed TPN Service(s) has the meaning provided in clause 3.1;

Material means all material in any form, including documents, reports, products, hardware, information, data, software, software tools and software development methodologies;

Personnel means any person, company or other contracting party engaged by us to provide services to you or on behalf of us under a contract of services, either directly or indirectly (for example, through a third party) and includes employees, agency workers, consultants, agents and suppliers who perform the Managed TPN Services;

Response has the meaning provided in clause 5.2;

Restraint Period means:

- (a) the Term; plus
- (b) an additional period specified in the Statement of Work or Agreement, and if no period is specified, 3 months;

Statement of Work means the statement of work (or similar document), if any, agreed between you and us under the Agreement;

Your Material means Material:

- (a) in which you own the Intellectual Property Rights; or
- (b) in which you are licensed the Intellectual Property Rights by a third party (other than us or our subcontractors),

and excludes the Licensed Material and any improvements to it.