

# SERVICE SCHEDULE – GLOBAL MANAGED NETWORK SERVICE ESSENTIAL

This Service Schedule sets out the service description and service targets that apply to the Global Managed Network Service.

## 1 SERVICE DESCRIPTION

- 1.1 The Global Managed Network Service Essential (**GMNS Essential**) is a monitoring and alerting service for your Network (including Equipment) 24 hours per day, excluding any of your equipment and Network which is managed by a third party according to the service tier that you select in the table below.
- 1.2 Telstra will be responsible for Faults to Telstra Network and/or Equipment in accordance with the relevant Service Order Form.

**Table 1: GMNS Essential Service Features**

Service Feature	GMNS Essential
Commissioning	✓✓
24x7 Global Help Desk	✓
Proactive Monitoring & Alerting	✓
Web-based 24x7 Online Reporting Services	✓

Notes:

- ✓ Standard service feature with charges included in the MRC (or if no MRC applies, the fixed non-recurring charge) for your GMNS Essential Service.
- ✓✓ Standard service feature but additional charges apply.

### INITIAL PERIOD

- 1.3 The Initial Period for each GMNS Essential Service is 12 months or a longer period set out in your Service Order Form.

## 2 SERVICE TARGETS

### RESPONSE TIME TARGETS

- 2.1 We will assign a priority level to each Fault on your GMNS Essential Service and aim to meet the Response Time targets and Status Report targets for that priority level set out in Table 2 below

**Table 2: Response Time and Status Report Targets**

Priority Level	Response Time target	Status report target
<b>Priority 1</b> – your GMNS Essential Service is Unavailable at a major Site (or multiple Sites) causing critical impacts to your business operations.	15 minutes	Every hour
<b>Priority 2</b> – your GMNS Essential Service is Unavailable at a minor Site, or customer service is severely degraded impacting significant aspects of your business operations.	15 minutes	Every 2 hours

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<b>Priority 3</b> – your GMNS Essential Service is degraded, noticeably impaired but most of your business operations continue.	30 minutes	Every 3 hours
<b>Priority 4</b> – you require information or assistance in respect of your GMNS Essential Service.	30 minutes	Every 24 hours

### 3 CHARGES

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3.1 The charges payable by you for your GMNS Essential Service are set out in the relevant Service Order Forms.

#### EARLY TERMINATION CHARGES FOR GMNS ESSENTIAL SERVICES

3.2 If you cancel, terminate or downgrade a GMNS Essential Service for any reason other than our material breach of this Agreement:

- (a) prior to the Service Start Date for that GMNS Essential Service, you must pay us an Early Termination Charge equal to the costs reasonably incurred by us as a result of the termination (including any reasonable amounts payable by us to our Service Provider as a result of the cancellation of the GMNS Essential Service), which will not exceed a sum equal to 30% of MRC multiplied by the number of months in the Initial Period; or
- (b) during the Initial Period for that GMNS Essential Service, you must pay us an Early Termination Charge equal to the sum of the applicable percentage of the MRC as indicated in the following table multiplied by the number of remaining months in the Initial Period:

**Table 2: Early Termination Charges**

Initial Period	Percentage of MRC
12 months	30%
24 months	20%
36 months	10%

#### EARLY TERMINATION CHARGES FOR GCPE SERVICES

3.3 If, you cancel, terminate or downgrade a GCPE Service for any reason other than our material breach of this Agreement:

- (a) during the Installation Period for that GCPE Service, the Early Termination Charge is an amount equal to the costs reasonably incurred by us as a result of the termination (including any reasonable amounts payable by us to our Service Provider as a result of the cancellation of the GCPE Service); or
- (b) the Initial Period, the Early Termination Charge is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the Service to you and that cannot be reasonably avoided by us as a result of the cancellation,

which will not exceed an amount equal to the monthly charges that would otherwise have been payable by you for each remaining month of the Initial Period.

### 4 DEFINITIONS

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4.1 In this Service Schedule, unless otherwise stated:

**Equipment** means the equipment you purchase or rent from us as listed in the relevant Service Order Form.

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**Fault** means a malfunction or error in the Equipment or the Operating System Software which results in the Equipment and/or the Operating System Software not operating in accordance with the manufacturer's or supplier's specifications or standard operating procedures.

**Installation Period** means the period between the date of acceptance of a GCPE Service Order Form by us and completion of the installation of the Equipment.

**MRC** means the monthly recurring charge payable for the GMNS Essential Service or a component of the GMNS Essential Service for a relevant calendar month.

**Network** means a system or series of systems that carries, or is capable of carrying communications by means of guided or unguided electromagnetic or optical energy provided by you or a third party.

**Operating System Software** means the operating system software described in the manufacturer's service description for the Equipment as being the standard ex-factory installation required to operate the Equipment.

**Operating System Software Update** means an incremental release of Operating System Software that provides maintenance fixes and may provide additional Operating System Software features.

**PoP** means a point of presence housing access nodes which connect to the Telstra international backbone network used by us to carry traffic between PoPs in different countries around the world.

**Response Time** is the period commencing when a valid trouble ticket is received by our service desk and ending when we advise you that the fault has been identified and action has commenced to resolve it.

**Service Guide** means any service guide or manual which is made available to you in connection with the GMNS Essential Service.

**Site** means the location at which the GMNS Essential Service is provided to you, as set out in your Service Order Form.

**Software** means the computer programs relating to the operation of your GMNS Essential Service, including firmware and application software, the Operating System Software and any Operating Systems Software Updates.

**Telstra Network** means a system or series of systems that carries, or is capable of carrying communications by means of guided or unguided electromagnetic or optical energy provided by Telstra.

### Attachment 1 –GMNS Essential Service Features

#### 1 OPTIONAL SERVICE FEATURES

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- 1.1 You may request us to provide the following Services as part of your GMNS Essential Service:
- (a) Router
  - (b) Switch; and
  - (c) WiFi;

#### 2 SWITCH

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- 2.1 Our GMNS Essential Switch Service comprises the supply, installation, commissioning, testing, monitoring and alerting of accredited local area network Equipment on your Site.
- 2.2 To acquire the GMNS Essential Switch, you must have a router which is GMNS Essential Service enabled or a WAN router which is not, GMNS Essential Service enabled.
- 2.3 No service levels apply to the GMNS Essential Switch Service.

#### 3 WIFI

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- 3.1 Our GMNS Essential WiFi Service comprises the supply, installation, commissioning, testing, monitoring and alerting of accredited wireless local area network Equipment on your Site.
- 3.2 To acquire the GMNS Essential Switch, you must have a router which is GMNS Essential Service enabled or a WAN router which is not, GMNS Essential Service enabled.
- 3.3 No service levels apply to the Managed WiFi Service.

### Attachment 2 – Global CPE Service

This Attachment applies if we supply a Global Customer Premise Equipment (**GCPE**) Service to you as part of your GMNS Essential Service.

#### 1 GCPE SERVICE

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- 1.1 Our GCPE Service comprises:
- (a) supply of Equipment by purchase or rent to you.
  - (b) delivery, installation and configuration of your Equipment; and
  - (c) if selected by you, maintenance of your Equipment.
- 1.2 We will procure a license for you to use any Software for the Equipment on the same terms that the relevant third party supplier grants us such rights. You must comply with that licence.

#### 2 DELIVERY, INSTALLATION AND CONFIGURATION

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- 2.1 We will:
- (a) deliver and install the Equipment at a time and location we have agreed in advance with you (**Installation Date**);
  - (b) test the Equipment against ready-for-use criteria agreed with you.
- 2.2 We are not responsible for:
- (a) any customisation or installation of Software other than the Operating System Software; or
  - (b) resolving problems with your Equipment which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

#### YOUR RESPONSIBILITIES

- 2.3 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.
- 2.4 You are responsible for the preparation of your Sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.

#### INSTALLATION DATE

- 2.5 If we are unable to install the Equipment by the Installation Date for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
  - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by our Service Provider to reschedule the Installation Date.

#### 3 MAINTENANCE SERVICES

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- 3.1 If selected by you, we will supply maintenance services in respect of Faults in your Equipment as set out in this Schedule and the Service Guide (**Maintenance Services**).
- 3.2 We will aim to meet the following target Response Times for the Maintenance Grade that you select for your GCPE Service:

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**Table 1: GCPE Maintenance Grades**

Maintenance Grade*	Response Times
24x7x4	Onsite maintenance support 24 hours per day, 7 days per week. 4 hour target Response Time.
8x5x4	Onsite maintenance support 8 hours per Business Day. 4 hour target Response Time.
8x5xNext Business Day	Onsite maintenance support 8 hours per Business Day Next Business Day target Response Time.

\* Some Maintenance Grades may not be available for all of your Sites.

- 3.3 If you request us to provide services outside the scope of Maintenance Services, additional charges may apply which we will agree with you before performing such services.

#### 4 RESTRICTIONS ON USE

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4.1 You must not

- (a) disassemble, decompile or otherwise reverse engineer the Equipment or Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Equipment or Software;
- (b) copy or modify the Equipment or Software;
- (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment or Software; or
- (d) allow others to do any of the above.

4.2 You must

- (a) install and use the latest Operating System Software Update if required by us to correct a reported Fault; and
- (b) promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or Fault detection.

#### 5 EXPORT REGULATIONS

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- 5.1 You acknowledge that the Equipment (including the Operating System Software) and technology or direct products thereof, supplied by us under this Service Schedule are subject to export controls under the laws and regulations of the United States (U.S.).
- 5.2 You must comply and must ensure that users of the Equipment (and separately the Operating System Software) comply, to the extent required by law to do so, with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Service Schedule (or any direct product thereof) in violation of any such laws, restrictions or regulations by you or the user to the extent you are subject to and required by law to comply with such laws, restrictions or regulations.
- 5.3 You indemnify us from and against 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) in connection with your failure to comply with the provisions of clause 5.2 above, 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 your failure to comply with the provisions of clause

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5.2 above.

## **Annexure 1 to Attachment 2 – Purchase of Equipment**

This Attachment applies if you purchase Equipment from us.

### **1 TITLE AND RISK**

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- 1.2 Title to the Equipment passes to you once you have paid us in full for the Equipment. Until that time, you hold the Equipment on our behalf.
- 1.3 Risk of loss or damage to the Equipment passes to you on delivery.

### **2 INSURANCE**

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- 2.1 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

### **3 RECOVERY OF EQUIPMENT**

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- 3.1 Without limiting our rights under the Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

### Annexure 2 to Attachment 2– Rental of Equipment

This Attachment applies if you rent Equipment from us.

#### **1 TITLE AND RISK**

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- 1.1 Title to the Equipment remains with us and does not pass to you at any time.
- 1.2 Risk of loss or damage to the Equipment transfers to you on delivery.

#### **2 INSURANCE**

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- 2.1 You must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

#### **3 RECOVERY OF EQUIPMENT**

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- 3.1 Without limiting our rights under the Agreement or at law, if the Agreement or your GMNS Essential Service is cancelled or terminated for any reason, at our request, you must provide us with access to the Site(s) where the Equipment is located so that we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us for any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

#### **4 USE OF EQUIPMENT**

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- 4.1 You must:
  - (a) keep the Equipment in good working order, condition and repair;
  - (b) not sell, dispose of or encumber the Equipment in any way; and
  - (c) allow us (or our Personnel) to inspect the Equipment at any time on reasonable notice.

#### **5 ALTERATIONS, MODIFICATIONS AND REPAIRS**

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- 5.1 You must not alter, modify or repair the Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Equipment and it impairs the condition of the Equipment or diminishes its use or value, we may charge you an additional repair fee.
- 5.2 If you replace any part of the Equipment, you must ensure that the replacement part is of equal or better quality than the removed part, and is compatible with the Equipment.
- 5.3 You may remove any part of the Equipment which you have added, provided that:
  - (a) the new part was in addition to, and did not replace, any original part of the Equipment; and
  - (b) you do not cause any damage to the Equipment or diminish its use or value by removing the part.
- 5.4 If you do not remove any part which you have added to the Equipment, that part will become part of the Equipment at the end of the Initial Period, and we may charge you an additional fee to remove the additional part.
- 5.5 You are responsible for all costs relating to any alteration, modification or repair which you make to the Equipment, including any loss or damage which you may suffer as a result of that alteration, modification or repair.