

TELSTRA SKYCONNECT PACKET SWITCHED DATA SERVICE SECTION OF THE STANDARD FORM OF AGREEMENT

Words that appear *like this* in this Section have the special meanings set out in Clause 8

1 TERM OF SECTION

- 1.1 This Section takes effect on 1 April 2007.
- 1.2 On and from 24th February 2011 we withdrew SkyConnect services from sale to new customers.
- 1.3 On and from 24th March 2011 we withdrew SkyConnect services from sale to existing customers (including no further adds, moves and changes to existing services).

2 GENERAL TERMS AND CONDITIONS

- 2.1 *Telstra's General Terms and Conditions* form part of this Section.
- 2.2 Where any provision of this Section specifies the circumstances in which *Telstra* may suspend, limit or cancel the provision of a particular service, that provision applies in addition to, and not instead of, the provisions set out in *Telstra's General Terms and Conditions*.
- 2.3 Except as provided for in Clause 2.2 above, if there is an inconsistency between *Telstra's General Terms and Conditions* and this Section then this Section prevails.

3 DESCRIPTION OF SERVICE

- 3.1 *Telstra's SkyConnect Services* provide the *Customer* with one of two VSAT packet switched data services utilising satellite technology.
- 3.2 *Telstra's SkyConnect Services* comprise the SkyConnect VSAT and SkyConnect PC Services.
- 3.3 The *Customer* must pay *Telstra* the charges in accordance with clause 6 of this Section.
- 3.4 *Telstra* aims to provide the SkyConnect Services with the Service Assurance levels set out in Attachment 1.
- 3.5 In providing the SkyConnect Services, *Telstra* is not responsible for the operation of any *Customer*-supplied or third party equipment or applications connected to the services.

4 SKYCONNECT VSAT SERVICE

- 4.1 *Telstra's SkyConnect VSAT Service* provides the *Customer* with a transaction network suitable for the periodic, infrequent transmission of small bursts of data.
 - 4.2 *Telstra's SkyConnect VSAT Service* is provided to *Customers* subject to the availability of appropriate network infrastructure.
 - 4.3 *Telstra* will share the inbound and outbound network between all *Customers*.
 - 4.4 *Telstra's SkyConnect VSAT Service* is provided to the *Customer* on either a 3 or 5 year term basis. The minimum period for a *Telstra SkyConnect VSAT Service* is 3 years.
 - 4.5 The *Customer* must acquire from *Telstra* the necessary number of antenna dishes to support the sites at which it wishes to use the VSAT Service. In order to ensure technical compatibility, the *Customer* must not use any antenna dish in conjunction with the VSAT Service unless it has been supplied and installed by *Telstra*. The charges for supply and installation of antenna dishes are dependent on quantity and location of the installation site, and are available from *Telstra* on application.
 - 4.6 All indoor units supplied by *Telstra* remain the property of *Telstra*. The *Customer* must keep all indoor units supplied by *Telstra* secure, and return them to *Telstra* immediately on expiry or termination of the relevant
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service. The *Customer* will be responsible for making good any damage to the indoor units other than fair wear and tear.

- 4.7 Risk in each antenna dish supplied to the *Customer* passes to the *Customer* on completion of installation. Property in the antenna dishes passes to the *Customer* on payment in full of all amounts payable for supply and installation of the antenna dishes.

5 SKYCONNECT PC SERVICE

- 5.1 *Telstra's* SkyConnect PC Service provides the *Customer* with an overlay broadcast IP network suitable for use with existing terrestrial or VSAT networks for the transmission of data streams.
- 5.2 *Telstra's* SkyConnect PC Service is provided to *Customers* subject to the availability of appropriate network infrastructure.
- 5.3 *Telstra's* SkyConnect PC Service is available as an $n \times 64$ kbps channel up to 1,984 kbps.
- 5.4 The minimum period for *Telstra's* SkyConnect PC Service is 3 years.
- 5.5 The *Customer* must acquire from *Telstra* the necessary number of PC cards to support the sites at which it wishes to use the SkyConnect PC Service. In order to ensure technical compatibility, the *Customer* must not use any PC card in conjunction with the SkyConnect PC Service unless it has been supplied and installed by *Telstra*. The charges for supply and installation of PC cards are dependent on quantity and location of the installation site, and are available from *Telstra* on application.
- 5.6 Risk in each PC card supplied to the *Customer* passes to the *Customer* on completion of installation. Property in the PC card passes to the *Customer* on payment in full of all amounts payable for supply and installation of the PC cards.

6 CHARGES

- 6.1 The *Customer* must pay *Telstra* connection fees, annual rental charges and usage charges for the SkyConnect VSAT and SkyConnect PC Services as set out in this section 6 and Tables 1.1-3.2.

6.2 SkyConnect VSAT

- (a) SkyConnect VSAT *Customers* will be charged the following for the Service:
- (i) an interface, if required, from the *Customer's* host site to the Service site - Table 1.1;
 - (ii) a once-off installation charge for the SkyConnect interface - Table 1.2;
 - (iii) network access including the usage of an indoor unit to a shared hub environment - Table 2.1;
 - (iv) usage fee depending on the *Customer's* traffic profile - Table 2.2 and Table 2.3; and
 - (v) charges as notified for the supply and installation of antenna dishes at remote sites.
- (b) The SkyConnect VSAT Network Connection charge is a once-only charge.
- (c) The SkyConnect VSAT per terminal Access Fee including the use of an indoor unit is charged irrespective of the type of traffic carried by the *Customer's* network.
- (d) The *Customer* must provide to *Telstra* its network traffic data profile for each VSAT terminal in the *Customer's* network in order for *Telstra* to determine which usage level to charge the *Customer* in respect of that VSAT terminal. The individual VSAT traffic profiles are then combined to form a *Customer* network traffic profile. In the event where the *Customer* continuously exceed its agreed monthly network traffic profile, *Telstra* reserves the right to request that the *Customer* move to another usage level which reflects its network usage, or charge the *Customer* an excess usage charge per Megabyte of all excess monthly traffic, as set out in Table 2.4, at *Telstra's* option.

6.3 SkyConnect PC

SkyConnect PC *Customers* will be charged the following for the Service:

- (a) an interface, if required, from the *Customer's* host site to the Service site - Table 1.1;
- (b) a once-off installation charge for the SkyConnect interface - Table 1.2;
- (c) network access to a shared hub environment - Table 3.1;
- (d) a usage fee based on n x 64 kbps outbound channel up to 1984 kbps - Table 3.2;
- (e) charges as notified for supply and installation of necessary PC cards; and
- (f) charges as notified for supply and installation of necessary antenna dishes.

6.4 Terminal Equipment

- (a) The *Customer* must use equipment that complies with all relevant ACA requirements for connection to the Service.

6.5 Maintenance of the Service

- (a) *Telstra* will make facilities available for the *Customer* to report faults with the SkyConnect Services 24 hours a day, 7 days a week. *Telstra* will endeavour to respond to fault reports and restore services in accordance with the targets in the following table:

S330	<i>Metropolitan Business Plus:</i> Business hours are 7 am - 9 pm Mon - Sat (including <i>Public Holidays</i>), Targets: Response within 2 business hours, Restoration within 12 business hours
S475	<i>Rural :</i> Business hours are 9 am – 5 pm Mon-Fri (excluding <i>Public Holidays</i>), Targets: response within 2 business hours, Restoration as follows: 50% restored within 8 business hours, 90% restored within 2 business days, 100% restored within 7 business days
S475	<i>Remote :</i> Business hours are 9 am – 5 pm Mon-Fri (excluding <i>Public Holidays</i>), Targets: response within 2 business hours, Restoration as follows: 50% restored within 8 business hours, 90% restored within 2 business days, 100% restored within 7 business days)

- (b) Maintenance is for the SkyConnect Service and does not include the terminal equipment.

- 6.6 Neither *Telstra* nor the *Customer* will be liable for any breach of their obligations under this clause caused by *Force Majeure*.
 - 6.7 The *Customer* will indemnify *Telstra* against all actions and proceedings brought against it by any owner or person in control of any premises, vehicle or vessel in relation to any entry, work and inspection undertaken by *Telstra* and relating to the SkyConnect Service and which is not a result of any negligent or other wrongful act on the part of *Telstra*.
 - 6.8 The *Customer* is responsible for all charges incurred between the time of suspension or request for discontinuance of the SkyConnect Service and the expiry of the notice period given by *Telstra* in relation to the suspension or discontinuance of provision of the service.
 - 6.9 The *Customer* is responsible for obtaining all necessary government and local council approvals prior to installation and connection of the SkyConnect Service.
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- 6.10 In addition to the rights conferred under *Telstra's General Terms and Conditions*, either *Telstra* or the *Customer* may cancel the SkyConnect Service:
- (a) upon 90 days' written notice after the end of the minimum term; or
 - (b) upon 30 days' written notice, if the other of them breaches any of its obligations under this Section of the Standard Form of Agreement and such failure is not remedied, or, if the failure is not capable of remedy, if adequate compensation has not been made, within 45 days after notice in writing has been given specifying the failure and requiring its remedy or compensation within 45 days after notice has been given;
 - (c) by the *Customer*, prior to expiry of the minimum term, on 30 days' written notice and payment of all charges associated with the Service for the unexpired period of the agreed term (or if no term is expressly agreed, the minimum term).
- 6.11 In addition to the rights conferred under *Telstra's General Terms and Conditions*, *Telstra* may, at any time, cancel, suspend or restrict the SkyConnect Service:
- (a) whenever *Telstra* considers it necessary or reasonable in order to safeguard provision of telecommunications services to emergency and other essential services;
 - (b) if the *Customer* becomes bankrupt or goes into liquidation or a receiver or receiver and manager is appointed or the *Customer* enters into a scheme of arrangement or composition with the *Customer's* creditors or ceases or threatens to cease to carry on business;
 - (c) in accordance with the provisions of the Telecommunications Act 1997 or the Telstra Corporation Act 1991.
- 6.12 In addition to the rights conferred under *Telstra's General Terms and Conditions*, *Telstra* may, upon 1 month's written notice, cancel, suspend or restrict the SkyConnect Service if payment of an amount or provision of security for the service is overdue for another telecommunications service provided to the *Customer*.
- 6.13 In addition to the rights conferred under *Telstra's General Terms and Conditions*, *Telstra* may, at any time, cancel, suspend or restrict the SkyConnect Service to the *Customer* or to a particular *End User* if:
- (a) the *Customer* or *End User* vacates the premises in which a terminal of the service is located and the *Customer* has not requested discontinuance of that service;
 - (b) the *Customer* or *End User* disposes of, surrenders possession of or attempts to dispose of or surrender possession of, any *Telstra* equipment or any part of such equipment;
 - (c) the *Customer* or *End User* uses the *Telstra* equipment or any part of that equipment, for any purpose other than for the provision of the service;
 - (d) the *Customer* or *End User* unreasonably refuses *Telstra* entry or for any other reason *Telstra* is unable to enter any premises, in which any equipment or facility relating to the service is located, for the purposes of inspection, repair or change to the equipment or facility; or
 - (e) *Telstra* has given notice to the *Customer* that there is a fault in the operation of the service which is caused by a defect in a facility or equipment which is provided by the *Customer* or *End User* and which *Telstra* is not contractually required to maintain and the defect is not corrected by the *Customer* or *End User*.
- 6.14 On termination of the Service in accordance with clause 6.13, the *Customer* must pay to *Telstra* all charges payable for the unexpired portion of the agreed term (or if no term is expressly agreed, the minimum term).
- 6.15 In addition to any non-excludable statutory warranties applying to any antenna dishes or PC cards supplied by *Telstra* for use with the Service, *Telstra* warrants the antenna dishes against any defects in materials or workmanship for a period of twelve months from the date of completion of installation. If any antenna dish or PC card fails due to defective materials or workmanship during this period, *Telstra* will replace or repair the defective part, at its option.
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- 6.16 The warranty in respect of antenna dishes and PC cards will not apply to failures caused by weather, accident, wilful damage or misuse. Attendance by Telstra staff in respect of any failure resulting from these causes will be charged at the rates set out in Attachment 1.

7 MISCELLANEOUS

- 7.1 Use and availability of the service is subject to network capacity and technology.
- 7.2 If the SkyConnect Service is cancelled, *Telstra* may recover any equipment and software provided by *Telstra* with the service.
- 7.3 *Telstra* regularly updates and modifies its network. These updates and modifications are independent of the service. *Telstra* cannot and does not guarantee that the features and specifications of the service will remain constant throughout the entire life of the service.

8 INTERPRETATION

In this Section, the following words have the following meanings:

Accounts List means the list of the *Customer* accounts that are subject to SkyConnect VSAT and SkyConnect PC Services, as applicable.

ACA means the Australian Communications Authority.

Benchmark means the amount which the *Customer* nominates as the level of annual purchases at the relevant time of specified SkyConnect VSAT and SkyConnect PC Services as applicable.

Customer has the meaning given to it in Telstra's General Terms and Conditions.

Customer's Premises means the premises nominated by the *Customer* for installation of a SkyConnect Service.

Date of Effect means either:

- (i) where the *Accounts List* and *Benchmark* are provided by the *Customer* to *Telstra* on or before the twentieth day of the month, the first day of the following month; or
- (ii) where the *Accounts List* and *Benchmark* are provided by the *Customer* to *Telstra* after the twentieth day of the month, the first day of the second calendar month following the month in which the *Accounts List* and *Benchmark* were provided.

End User means the person at the receiving site.

Force Majeure means an event or events beyond a party's reasonable control such as but not limited to acts of third parties, physical obstruction, acts of God, strikes, power failures or acts of government.

GST means the tax imposed or to be imposed by the A New Tax System (Goods and Services Tax) Act 1999 (C'th) and the related imposition Acts of the Commonwealth.

Kilosegment means 1,000 data segments (a data segment can contain up to 512 bits).

Metropolitan means the metropolitan areas of the following cities:

- Sydney,
 - Canberra,
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- Melbourne,
- Hobart,
- Adelaide,
- Perth,
- Darwin,
- Brisbane.

Remote Areas means areas other than *Metropolitan Areas*, with service coverage for 65 km and over (road distance) from the *Telstra* Service Centre.

Rural Areas means areas other than *Metropolitan Areas*, with service coverage 30 km and over, but under 65 km (road distance) from the *Telstra* Service Centre.

Telstra means Telstra Limited ACN 086 174 781, ABN 64 086 174 781, and includes *Telstra's* successors and assigns.

Telstra's General Terms and Conditions means the General Terms and Conditions section of *Telstra's* Standard Form of Agreement, a copy of which is available for inspection at *Telstra* shops.

VSAT means Very Small Aperture Terminal.

Year means the period commencing on the *Date of Effect* (or any anniversary thereof) and ending on the day prior to the first anniversary of the *Date of Effect* (or subsequent anniversary thereof).

Table 1.1 - SkyConnect Interface Charge (if required)

METROPOLITAN (location within Metropolitan Area)				
Kbps	Up to (and including) 12km		More than 12km	
	GST excl.	GST incl.	GST excl.	GST incl.
64	\$4,896	\$5,385.60	\$7,692	\$8,461.20
128	\$6,924	\$7,616.40	\$11,640	\$12,804.00
192	\$10,488	\$11,536.80	\$18,468	\$20,314.80
256	\$11,208	\$12,328.80	\$19,776	\$21,753.60
320	\$11,856	\$13,041.60	\$21,084	\$23,192.40
384	\$12,576	\$13,833.60	\$22,392	\$24,631.20
448	\$13,236	\$14,559.60	\$23,760	\$26,136.00
512	\$13,752	\$15,127.20	\$24,672	\$27,139.20
576	\$14,472	\$15,919.20	\$26,184	\$28,802.40
640	\$15,132	\$16,645.20	\$27,492	\$30,241.20
704	\$15,648	\$17,212.80	\$28,536	\$31,389.60
768	\$16,176	\$17,793.60	\$29,448	\$32,392.80
832	\$16,632	\$18,295.20	\$30,300	\$33,330.00
896	\$16,956	\$18,651.60	\$31,020	\$34,122.00
960	\$17,292	\$19,021.20	\$31,680	\$34,848.00
1024	\$18,012	\$19,813.20	\$32,652	\$35,917.20
1088-1280	\$19,644	\$21,608.40	\$34,944	\$38,438.40
1344-1536	\$22,260	\$24,486.00	\$38,604	\$42,464.40
1600-1792	\$24,876	\$27,363.60	\$42,276	\$46,503.60
1856-1984	\$27,168	\$29,884.80	\$45,480	\$50,028.00

REMOTE and RURAL (locations outside Metropolitan Area)				
Kbps	Up to (and including) 12km		More than 12km up to (and including) 165 km	
	GST excl.	GST incl.	GST excl.	GST incl.
64	\$8,496	\$9,345.60	\$10,925	\$12,017.50
128	\$13,224	\$14,546.40	\$16,426	\$18,068.60
192	\$16,332	\$17,965.20	\$19,306	\$21,236.60
256	\$18,816	\$20,697.60	\$22,358	\$24,593.80
320	\$20,412	\$22,453.20	\$24,730	\$27,203.00
384	\$22,008	\$24,208.80	\$27,130	\$29,843.00
448	\$23,616	\$25,977.60	\$29,501	\$32,451.10
512	\$25,212	\$27,733.20	\$31,901	\$35,091.10
576	\$26,808	\$29,488.80	\$34,272	\$37,699.20
640	\$28,416	\$31,257.60	\$36,672	\$40,339.20
704	\$29,292	\$32,221.20	\$37,987	\$41,785.70
768	\$30,216	\$33,237.60	\$39,331	\$43,264.10
832	\$31,092	\$34,201.20	\$40,637	\$44,700.70
896	\$32,028	\$35,230.80	\$41,981	\$46,179.10

960	\$32,904	\$36,194.40	\$43,296	\$47,625.60
1024	\$33,828	\$37,210.80	\$44,669	\$49,135.90
1088-1280	\$35,904	\$39,494.40	\$47,741	\$52,515.10
1344-1536	\$37,968	\$41,764.80	\$50,813	\$55,894.30
1600-1792	\$38,880	\$42,768.00	\$52,301	\$57,531.10
1856-1984	\$38,880	\$42,768.00	\$52,301	\$57,531.10
Kbps	More than 165km up to (and including) 300km		More than 300km	
	GST excl.	GST incl.	GST excl.	GST incl.
64	\$13,656.00	\$15,021.60	\$22,620.00	\$24,882.00
128	\$20,532.00	\$22,585.20	\$34,140.00	\$37,554.00
192	\$24,132.00	\$26,545.20	\$47,016.00	\$51,717.60
256	\$27,948.00	\$30,742.80	\$55,488.00	\$61,036.80
320	\$30,912.00	\$34,003.20	\$62,856.00	\$69,141.60
384	\$33,912.00	\$37,303.20	\$70,212.00	\$77,233.20
448	\$36,876.00	\$40,563.60	\$77,568.00	\$85,324.80
512	\$39,876.00	\$43,863.60	\$84,924.00	\$93,416.40
576	\$42,840.00	\$47,124.00	\$92,256.00	\$101,481.60
640	\$45,840.00	\$50,424.00	\$99,588.00	\$109,546.80
704	\$47,484.00	\$52,232.40	\$105,240.00	\$115,764.00
768	\$49,164.00	\$54,080.40	\$110,868.00	\$121,954.80
832	\$50,796.00	\$55,875.60	\$116,532.00	\$128,185.20
896	\$52,476.00	\$57,723.60	\$122,088.00	\$134,296.80
960	\$54,120.00	\$59,532.00	\$127,728.00	\$140,500.80
1024	\$55,836.00	\$61,419.60	\$133,368.00	\$146,704.80
1088-1280	\$59,676.00	\$65,643.60	\$145,968.00	\$160,564.80
1344-1536	\$63,516.00	\$69,867.60	\$158,508.00	\$174,358.80
1600-1792	\$65,376.00	\$71,913.60	\$163,644.00	\$180,008.40
1856-1984	\$65,376.00	\$71,913.60	\$163,692.00	\$180,061.20

Note: The above charge applies only if the *Customer* does not have or want a *Telstra* Accelerate Frame Relay interface.

Table 1.2 - SkyConnect Installation Charge

Work/Service Provided	Once only charge	
	GST excl.	GST incl.
Installation	\$1,750	\$1,925

Table 2.1 - SkyConnect VSAT Access Fee

	Once only charge		Per month (3 year term)		Per Month (5 year term)	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
SkyConnect VSAT Network Connection Fee	\$25,000	\$27,500	N/A	N/A	N/A	N/A
SkyConnect VSAT Access Fee, including indoor unit fee (per VSAT terminal)	N/A	N/A	\$426.00	\$468.60	\$321.00	\$353.10

Table 2.2 SkyConnect VSAT Usage Fee Telemetry Network Packages

Usage Level	Monthly allowance per VSAT	Charge per VSAT per Mth	
		GST excl.	GST incl.
1	20 Mbytes	\$25.00	\$27.50
2	30 Mbytes	\$35.00	\$38.50
3	50 Mbytes	\$48.00	\$52.80

Table 2.3 SkyConnect VSAT Usage Fee Transaction Network Packages

Usage Level	Monthly allowance per VSAT*	Charge per VSAT per Mth	
		GST excl.	GST incl.
4	70 Mbytes	\$108.00	\$118.80
5	100 Mbytes	\$152.00	\$167.20
6	130 Mbytes	\$206.00	\$226.60
7	160 Mbytes	\$240.00	\$264.00

* Monthly allowance relates to the amount of data sent and received per VSAT per month.

Table 2.4 - SkyConnect VSAT Excess Usage Charge

Work/Service Provided	Charge per Mbyte	
	GST excl.	GST incl.
Excess Usage	\$5.00	\$5.50

Table 3.1 SkyConnect PC Access Fee

Bit rate Kbps	No. of channels	Fee \$ Per month	
		GST excl.	GST incl.
64	1	833.00	916.30
128	2	938.00	1,031.80
192	3	1,240.00	1,364.00
256	4	1,542.00	1,696.20
320	5	1,844.00	2,028.40
384	6	2,146.00	2,360.60
448	7	2,198.00	2,417.80
512	8	2,417.00	2,658.70
576	9	2,719.00	2,990.90
640	10	3,021.00	3,323.10
704	11	3,323.00	3,655.30
768	12	3,625.00	3,987.50
832	13	3,927.00	4,319.70
896	14	4,229.00	4,651.90
960	15	4,531.00	4,984.10
1024	16	4,833.00	5,316.30
1088	17	5,135.00	5,648.50
1152	18	5,438.00	5,981.80
1216	19	5,740.00	6,314.00
1280	20	6,042.00	6,646.20
1344	21	6,344.00	6,978.40
1408	22	6,646.00	7,310.60
1472	23	6,948.00	7,642.80
1536	24	7,250.00	7,975.00
1600	25	7,552.00	8,307.20
1664	26	7,854.00	8,639.40
1728	27	8,156.00	8,971.60
1792	28	8,458.00	9,303.80
1856	29	8,760.00	9,636.00
1920	30	9,063.00	9,969.30
1984	31	9,365.00	10,301.50

Table 3.2 SkyConnect PC Usage Fee

Bit rate Kbps	No of channels	Fee \$ Per month	
		GST excl.	GST incl.
64	1	3,333.00	3,666.30
128	2	5,000.00	5,500.00
192	3	6,667.00	7,333.70
256	4	8,333.00	9,166.30
320	5	10,000.00	11,000.00
384	6	11,667.00	12,833.70
448	7	13,333.00	14,666.30
512	8	15,000.00	16,500.00
576	9	16,667.00	18,333.70
640	10	18,333.00	20,166.30
704	11	20,000.00	22,000.00
768	12	21,667.00	23,833.70
832	13	23,333.00	25,666.30
896	14	25,000.00	27,500.00
960	15	26,667.00	29,333.70
1024	16	28,333.00	31,166.30
1088	17	30,000.00	33,000.00
1152	18	31,667.00	34,833.70
1216	19	33,333.00	36,666.30
1280	20	35,000.00	38,500.00
1344	21	36,667.00	40,333.70
1408	22	38,333.00	42,166.30
1472	23	40,000.00	44,000.00
1536	24	41,667.00	45,833.70
1600	25	43,333.00	47,666.30
1664	26	45,000.00	49,500.00
1728	27	46,667.00	51,333.70
1792	28	48,333.00	53,166.30
1856	29	50,000.00	55,000.00
1920	30	51,667.00	56,833.70
1984	31	53,333.00	58,666.30

ATTACHMENT 1 - SERVICE ASSURANCE

1. SERVICE OVERVIEW

- (a) SkyConnect service performance objective is defined in terms of the availability of the network for the establishment and continued communications of TCP/IP data across the SkyConnect network. Availability is expressed as the proportion of time (24 hours per day) for which communications is possible in any period of 3 calendar months.
- (b) Telstra will endeavour to maintain a service availability objective of 99.5% over each three month period. This excludes any Telstra planned outages, provided Telstra advises the *Customer* prior to invoking the planned outage.

2. MAINTENANCE COMMITMENTS

- (a) The annual service charge covers maintenance up to *Telstra's* Network Boundary Point and where applicable, only for the network terminating unit. Maintenance of *Customer* cabling (cabling beyond the *Network Boundary Point*) and of the *Customer's* equipment is not included.
- (b) Restoration is complete once service is either fully restored, or where a temporary repair enables use of the service before permanent repair is effected.
- (c) "Response time" is the time elapsed between the report of the fault by the *Customer* to one of *Telstra's* Fault Reporting Centres, and contact by a *Telstra* representative advising that the fault has been identified by remote diagnostics and action commenced to rectify the fault, or that a site visit is required by a *Telstra* representative, and/or the attendance at a site by a *Telstra* representative.
- (d) "Service restoration target" is defined as the period commencing when a fault report is received by *Telstra* and ending when the service has been restored.
- (e) Service response and restoration targets will be calculated to include only time accrued during *Telstra's* applicable business hours, as set out above.
- (f) Service response and restoration targets apply only to service difficulties found to be within *Telstra's* maintenance responsibilities.
- (g) The repair of faults caused by interference, the *Customer's* negligence, or wilful damage to the SkyConnect Service is not covered by the prescribed charges. *Telstra* reserves the right to repair such faults at the *Customer's* expense.
- (h) Service appointment times for the restoration and repair of faulty services will be agreed with the *Customer*.
- (i) *Telstra* may attend to service faults outside the maintenance and repair times set out above at the *Customer's* request provided that the *Customer* pays an "after hours service charge" as set out in the [Fee-for-service \(Other work we do for you\) section](#) of Our Customer Terms.
- (j) In the event that *Telstra* is requested to attend the *Customer's* site to attend to a fault condition which is subsequently shown to be in *Customer* equipment or cabling, an incorrect callout charge will apply, unless such equipment or cabling is covered by a separate maintenance agreement with *Telstra*. *Telstra* will inform the *Customer* of the relevant charges and seek the *Customer's* approval before attending the *Customer's* site or commencing work. For information in relation to the incorrect callout charge see the [Fee-for-Service \(Other work we do for you\) section](#) of Our Customer Terms.

3. ADDITIONAL WORKS CHARGES

- (a) The standard connection charge for SkyConnect service activation includes work performed during *Telstra's* business hours only as specified above.
 - (b) For charges for installation, maintenance, consultancy and after sales activities not covered by a standard charge or contract see “Our Customer Terms [Fee-for-service \(Other work we do for you\)](#)”.
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