

***TELSTRA* DEDICATED DIGITAL SERVICES SECTION OF OUR
CUSTOMER TERMS**

TELSTRA DEDICATED DIGITAL SERVICES SECTION OF OUR CUSTOMER TERMS

Words that appear *like this* in this Section and its attachments have the special meanings set out in clause 9.

1 TERM OF SECTION

This Section takes effect on 3 December 2004.

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.
- 2.4 *Telstra* will not connect any *Customer Premises Cabling* to a *Dedicated Digital Service* unless:
- a registered cabling service provider installed the cabling; and
 - the cabling meets minimum technical requirements determined by ACA.
- 2.5 The *Customer* must take all reasonably necessary measures to ensure the safe and proper performance of all work *Telstra* performs at the *Customer's Premises*.
- 2.6 *Data Terminal Equipment* ("DTE") may be connected to a *Dedicated Digital Service* subject to the equipment supplier complying with ACA DTE permit requirements. The *Customer* must ensure that it, or the DTE supplier advises *Telstra* of any necessary facility codes so that the *Dedicated Digital Service* may be equipped to be compatible.
- 2.7 The *Customer* must pay *Telstra* any costs *Telstra* incurs in repairing or replacing any property which is damaged or destroyed as a result of the connection of DTE to *Telstra's* network.
- 2.8 The *Customer* must provide a standard mains voltage AC double point with adequate lighting within one metre of the installation site for each NTU not accommodated in a NTU cabinet. (NB. NTU's are not supplied/supported as part of the Megalink offering)
- 2.8A The *Customer* must provide a standard mains voltage generally require when service is provided on fibre and a protective telecommunications earth.as per AS/NZS3000.
- 2.9 Where *Telstra* connects the *Customer* to 3 or more NTUs for a *Dedicated Digital Service*, the *Customer* must ensure that the NTUs are housed in a modem cabinet. (NB. NTU's are not supplied/supported as part of the Megalink offering).
- 2.10 The *Customer* must ensure that any faults reported to *Telstra* are in its *Dedicated Digital Service*, or an incorrect callout fee will apply. For example, the fee will apply if the *Customer* asks *Telstra* to attend to a DTE fault.
- 2.11 *Telstra* reserves the right to recover from the *Customer*, a charge for the withdrawal of an order for provision of IPL- BC.
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This charge is dependent on the stage to which the order has progressed at the time that *Telstra* receives notice from the *Customer* of withdrawal of the order. The calculation of charges payable by the *Customer* in these circumstances are set out in Table 22.

If the *Customer* cancels an order for any other *Dedicated Digital Service* before its *Commissioning Date*, the *Customer* must pay *Telstra* its costs incurred to the time of receipt of written notice of cancellation. The amount payable will not exceed the sum of the prescribed connection fee.

2.12 The distance of a chargeable circuit is determined by reference to the shortest distance between designated area centres.

2.13 Where notice in writing is required either party may provide notice by facsimile.

3 DIGITAL VOICE SERVICE

3.1 *Telstra's* Digital Voice Service provides dedicated digital transmission circuits between the effective mid points of international network connections between Australia and overseas countries and either:

- *Telstra's* ISACs in Sydney, Melbourne, Brisbane and Perth; or
- *Customer* locations in Australia.

3.2 The service is used in conjunction with similar international "half-circuit" services supplied from overseas countries to provide *Customers* with end-to-end international connectivity.

3.3 Where the service is supplied to *Telstra's* ISACs, the *Customer* must use separate network connections to access the service at these nodes such as *Telstra's* domestic leased circuit services.

Terms and Conditions

3.4 The service will be supplied subject to the additional International Private Service terms and conditions in Attachment 1 and, where the *Customer* elects, the Digital Voice (International) Service Period Contract conditions in Attachment 8.

3.5 The service is provided subject to:

- *Telstra* having available capacity; and
- the other "half-circuit" being commercially available from the overseas country.

4 INTERNATIONAL PRIVATE LINE BILATERAL CIRCUIT ("IPL – BC") SERVICE

Description of the service

4.1 *Telstra's* IPL- BC Service provides dedicated digital transmission circuits between the effective mid points of international network connections between Australia and overseas countries and either:

- the *Customer's* location in Australia; or
- *Telstra's* gateways in Sydney; or
- the *Customer's* closest DDN access point location in Australia.

4.2 This Service may be used in conjunction with similar international "half-circuit" services, where available, supplied to the *Customer* by a telecommunications service provider in one or more overseas countries, to provide end-to-end connectivity.

4.3 The *Service* is provided using one of the following technologies, each of which provides a different kind of *Service*:

- optical fibre submarine cable;
- coaxial submarine cable;
- satellite transmission;
- Very Small Aperture Terminal (“VSAT”). VSAT uses satellite transmission. Connection to VSAT is available to various countries. Please consult your Telstra Account Representative for further information.

Where the service is supplied by VSAT, circuits are available at bit rate/s between 2.4 kbit/s and 2 048 kbit/s.

4.4 Where the *Service* is supplied to *Telstra’s* gateways, the *Customer* must use a suitable access component to access the *Service* at these nodes such as *Telstra’s* domestic leased circuit services.

4.5 Where the *Service* is supplied to *Telstra’s* DDN access points, the *Customer* must use a suitable access component to access the *Service* at these nodes such as *Telstra’s* DDS Fastway Access.

Technical interface descriptions

4.6 The technical interface descriptions for the IPL- BC *Service* is set up in Table 9.1.

Terms and conditions

4.7 The *Service* will be supplied subject to these terms and conditions and the additional IPL- BC *Service* terms and conditions in Attachment 1 and;

- except where the *Service* is supplied by VSAT, any of the following, as elected by the *Customer* by notice in writing to *Telstra*:
 - the IPL- BC *Service* Period Contract conditions in Attachment 2;
 - the International Diversity option in Attachment 7; and
 - either:
 - the IPL- BC *Service* Level Guarantee in Attachment 4 (except for 2048kbit/s); or
 - where a circuit of bitrate 64 kbit/s or greater is supplied to Hong Kong, either:
 - the IPL- BC (Satellite) Hong Kong Service Level Guarantee in Attachment 3; or
 - the Alternative *Service* Level Guarantee in Attachment 5.
- where the *Service* is supplied by VSAT, any of the following, as elected by the *Customer* by notice in writing to *Telstra*:
 - IPL- BC VSAT *Service* Period Contract Conditions in Attachment 9; and
 - the IPL- BC VSAT *Service* Level Guarantee in Attachment 10 (except for 2048 kbit/s).

4.8 In the event of any inconsistency between this clause of the Section and the IPL- BC *Service* terms and conditions, this clause will apply.

4.9 The IPL- BC *Service* is provided subject to *Telstra* having available capacity set aside for IPL- BC *Services* to a particular overseas destination and the other “half-circuit” being commercially available from the overseas country. Not all speeds or transmission medium are available to all countries.

5 FRACTIONAL ACCESS (INTERNATIONAL) SERVICE

5.1 *Telstra*'s Fractional Access (International) Service provides dedicated digital transmission circuits between certain *ISACs* in Sydney and Melbourne.

5.2 Dedicated digital transmission circuits via the service are available at bit rate between 48 kbit/s and 2048kbit/s.

5.3 The service will be supplied subject to the additional Fractional Access (International) Service terms and conditions in Attachment 6.

5.4 If there is any inconsistency between this clause and the Fractional Access (International) Service terms and conditions in the Attachment, this clause will prevail.

6 INTELSAT BANDWIDTH SERVICE

6.1 *Telstra*'s Intelsat Bandwidth Service provides dedicated bandwidth to or from Intelsat satellites to either a *Customer* owned earth station or a *Telstra* owned earth station.

6.2 This service may be used alone or with similar international satellite services supplied from overseas countries to provide *Customers* with *Point To Point* or point to *Multipoint* services.

6.3 The *Customer* may purchase a satellite uplink from either a *Customer* earth station or a *Telstra* earth station or a downlink to a *Telstra* earth station for a term of either 1, 5 or 10 years.

6.4 The international transmission segment of the service is supported via satellite transmission and connections are available at bandwidth's of between 100 khz to 5 Mhz.

6.5 The service is provided subject to:

- *Telstra* having available capacity; and
- the other half circuit being commercially available from the overseas country.

6.6 The *Customer* must:

- abide by the Intelsat rules and regulations applicable to the use of the service;
- not interfere with the effective operation of the Intelsat space segment and any of its components;
- ensure the modem is compatible with the Intelsat system and does not interfere with other Intelsat space segments.

6.7 *Telstra* may issue instructions to the *Customer*, either verbally or in writing, consistent with Intelsat rules, regulations and directions and must assist the *Customer* by providing relevant information and technical documentation. If requested to do so by Intelsat, *Telstra* may direct the *Customer* to cease transmissions from a *Customer* earth station until directed otherwise and the *Customer* must immediately comply with such a direction.

Cancellation

6.8 The minimum supply of the *Intelsat Bandwidth Service* will be either 1, 5 or 10 years at the *Customer's* election. *Telstra* will contract with Intelsat on behalf of the *Customer* for supply of the *Intelsat Bandwidth Services* for that period. If the service is cancelled prior to expiration of the term, the *Customer* will:

- indemnify *Telstra* for all charges payable by *Telstra* to Intelsat as a result of the cancellation; and
- pay *Telstra* an amount equal to one month's monthly charges.

6.9 The *Customer* must give *Telstra* three month's written notice of any intended cancellation of the *Intelsat Bandwidth Service*.

7 TELSTRA BROADCAST DATA SERVICE

7.1 The *Telstra* Broadcast Data service ("*TBDS*") uses a combination of satellite and terrestrial technologies to provide low to medium speed dedicated digital services on a point to *Multipoint* basis anywhere in Australia. The *TBDS* consists of *Telstra* providing a redundant terrestrial data link connection from the premises of an information provider ("*Customer*") to satellite uplinking equipment located at the relevant *Telstra* satellite uplink site and broadcasting via satellite to the premises of the *End User*. *End Users* will use either a satellite receiver which may be leased or purchased from *Telstra*, or a digital terrestrial connection from a *Telstra* shared satellite receiver (where available). In either case *Telstra* will be responsible for the maintenance of all of the equipment comprising the broadcast data service to the agreed standard on an end to end basis. The service supports data speeds of 2.4 Kbit/s to 48 Kbit/s, providing an *x21* or *x21 bis* interface.

7.2 The coverage area of *TBDS* is the whole of Australia, with three categories of service:

- *Metropolitan Coverage*; and
- *Regional Coverage*; and
- *Out of Area Coverage*.

7.3 Subject to negotiation with *Telstra*, the *Customer* may request installation of a dedicated satellite receive terminal in a *Metropolitan Coverage* or *Regional Coverage* area. In this case the charges and terms and conditions applicable to *Out of Area Coverage* and fees for service will apply.

Service Assurance Commitment

7.4 The repair of faults on *Telstra* equipment located at the *Customer's Premises* caused by interference, wilful damage or any act or omission of the *Customer*, negligent or otherwise, is not covered by the prescribed charges. *Telstra* reserves the right to repair such faults at the *Customer's* expense.

7.5 The *TBDS* has the following standard or enhanced service levels for connections or relocations to *Customer* and *End User* premises:

Service location	Business Plus	Premier
<i>Metropolitan</i>	S330	S430
<i>Regional</i>	S331	S431
<i>Out of Area</i>	S475	N/A

Service Assurance Description

S330	<i>Metropolitan Business Plus: Technicians available 7 am - 9 pm Mon - Sat (including Public Holidays), 2 Hrs Response, 12 Hrs Restoration (during business hours)</i>
S331	<i>Regional Business Plus: Technicians available 7am- 9pm Mon - Sat (including Public Holidays), 2 Hrs Response, Restoration same as 330 plus one Working Day</i>
S430	<i>Metropolitan Premier: Technicians available 24 Hrs per day, 7 days per week, 1 Hr Response, 12 Hrs Restoration</i>
S431	<i>Regional Premier; Technicians available 24 Hrs per day, 7 days per week, 1 Hr Response, Restoration same as 430 plus one Working Day</i>
S475	<i>Out of Area Technicians available 24 Hrs per day, Mon-Fri (excluding Public Holidays), 2 Hrs Response, & 7 day Restoration</i>

- 7.6 *Telstra* will attempt to provide the *TBDS* within 25 *Working Days* subject to the availability of cable or satellite receiver infrastructure.
- 7.7 Neither *Telstra* nor the *Customer* will be liable for any breach of their obligations under this clause caused by *Force Majeure*.
- 7.8 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 *TBDS* service and which is not a result of any negligent or other wrongful act on the part of *Telstra*.
- 7.9 The *Customer* is responsible for all charges incurred between the time of suspension or request for discontinuance of the *TBDS* and the expiry of the notice period given by *Telstra* in relation to the suspension or discontinuance of provision of the tariffed service.
- 7.10 The *Customer* must ensure that all necessary government and local council approvals have been granted prior to installation and connection of a digital terrestrial connection or dedicated satellite receive terminal.
- 7.11 Subject to the following, the minimum term for the provision of the service is 2 years.
- 7.12 In addition to the rights conferred under *Telstra's General Terms and Conditions*, either *Telstra* or the *Customer* may cancel the *TBDS*:
- (a) upon 90 days' written notice after the end of the minimum term; or
 - (b) upon 30 days' written notice, if either the other one of them breaches any of its obligations under the *Dedicated Digital Service* 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.
- 7.13 In addition to the rights conferred under *Telstra's General Terms and Conditions*, *Telstra* may, at any time, cancel, suspend or restrict the *TBDS*:
- (a) whenever *Telstra* considers it necessary or reasonable in order to safeguard provision of telecommunications services to emergency and other essential services;
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- (b) on receipt of a request for discontinuance which has been made by or on behalf of the *Customer*;
- (c) if the *Customer* becomes bankrupt or goes into liquidation or a receiver or receiver and manager is appointed or enters into a scheme of arrangement or composition with the *Customer's* creditors or cease or threaten to cease to carry on business;
- (d) in accordance with the provisions of the Telecommunications Act 1997 and the Telstra Corporation Act 1991.

7.14 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 *TBDS* if payment of an amount or provision of security, for the service is overdue for another telecommunications service of a like nature provided to the *Customer* is overdue;

7.15 In addition to the rights conferred under *Telstra's General Terms and Conditions*, *Telstra* may, at any time, cancel, suspend or restrict, the *TBDS* 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* has not contracted to maintain and the defect is not corrected by the *Customer* or *End User*.
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Service Availability

7.16

Service	Annual Average Availability
<i>End User</i> digital terrestrial connection	99.9%
<i>End User</i> dedicated satellite receive terminal	99.5%

Service Availability Performance Objectives

7.17 The circuit performance objectives are -

- The service is considered to become unavailable at the beginning of a period where the *Bit Error Ratio* measured at the receiving end of the link averaged over 1 second exceeds 10^{-3} for 10 consecutive seconds or more.
 - The service is considered to return to an available state at the beginning of a period of 10 or more consecutive seconds where the receiving end *Bit Error Ratio* averaged over 1 second reduces to 10^{-3} or less.
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8 CHARGES

Digital Voice Service

- 8.1 The charges in this Section apply where existing *Telstra* network infrastructure is in place to provide the Digital Voice Service. Where additional infrastructure is required then additional charges will be chargeable in accordance with the *DDS* charges.
- 8.2 The rates of the establishment charge and monthly charges are set out in Table 8.1 and 8.2.
- 8.3 Establishment charges are payable when a circuit is ordered and are not refundable.
- 8.4 The establishment charge will be halved where a circuit replaces another circuit of a lower bit rate via this service or a circuit via either Telegraph or AVD (International) Services.
- 8.5 There will be no establishment charge where the *Customer* elects to receive the service subject to the Digital Voice (International) Service Period Contract conditions in Attachment 8.
- 8.6 Where the *Customer* elects to receive the service subject to the Digital Voice (International) Service Period Contract conditions in Attachment 8 then the monthly charges will be varied in accordance with those conditions.
- 8.7 Where supply of the service commences on other than the first day of a billing month, the usage charge for the remainder of that billing month is calculated using the following formula:
- | | |
|----------------------|---|
| Part month
Charge | (days service supplied that month x monthly charge) divided by days
in month |
|----------------------|---|
- 8.8 Where supply of the service ceases on other than the last day of a billing month then the charge for the expired portion of that billing month is calculated using the formula in the above paragraph.
- 8.9 Where the service is supplied on a month-to-month basis then the *Minimum Service Period* for the service 8, 16 and 32Kbps is three months.

IPL- BC Service

- 8.10 The rate set out in the Tables below apply where existing *Telstra* network infrastructure is in place to provide the IPL- BC Service. Where additional infrastructure is required then additional charges will be charged in accordance with the Digital Data Service tariff.
- 8.11 The establishment charge and *Recurring Monthly Charges* are set out in Tables 9.2 to 9.5.
- 8.12 Establishment charges are once-off charges payable when the order for a circuit has been accepted by *Telstra* and those charges are not refundable.
- 8.13 The establishment charges in Tables 9.2 to 9.4 will be halved where a circuit replaces another IPL- BC *Circuit* of a lower bit rate via this IPL- BC Service
- 8.14 The establishment charges in Table 9.2 will not be charged where the *Customer* cuts over from *Customer* Location International Half Circuits to *DDN* Access International Half Circuits in Table 9.4.
- 8.15 Where the *Customer* elects to receive the IPL- BC Service subject to the IPL- BC Service Period Contract conditions in Attachment 2 or IPL- BC VSAT Service Period Contract Conditions in Attachment 10, then the establishment charge from Tables 9.2 to 9.3 will be nil.
- 8.16 Where the *Customer* elects to receive the IPL- BC Service subject to the IPL- BC Service Period contract conditions in Attachment 2 the monthly charges from Tables 9.2 to 9.5 or as varied in accordance with the next paragraph will be varied in accordance with those conditions. This is not applicable to the IPL- BC VSAT Service.
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8.17 Where the *Customer* is supplied with more than one IPL- BC Service to the same overseas country the monthly charges from Tables 9.2 to 9.5 will be varied in accordance with Attachment 7.

8.18 Where supply of the service commences on other than the first day of a billing month, the usage charge for the remainder of that month is calculated using the following formula:

Part month charge (days service supplied that month x monthly charge)divided by days in month

8.19 Where supply of the service ceases on other than the last day of a billing month, the charge for the expired portion of that billing month is calculated using the formula in the above paragraph.

8.20 Where the service is supplied on a month by month basis then the *Minimum Service Periods* will be as follows:

- 2.4kbit/s to 128 kbit/s will be three months;
- 192kbit/s to 2048kbit/s will be six months;
- greater than 2048kbit/s will be 12 months.

The *Minimum Service Period* for IPL- BC VSAT is 1 year; the maximum service period is 3 years.

8.21 If *Telstra* receives an order from the *Customer* to migrate from the *Customer* Location tariffs in Table 9.2 to the nearest *DDN* access tariffs in Table 9.4, the following will apply:

- cutover orders received from *Telstra* from the first day of the month to the 15th day of the month, the charge will apply from the first day of the month;
- cutover orders received from *Telstra* from the 16th day of the month the charge will apply from the first day of the following month.

8.22 Where the service is supplied on analogue cable an additional charge equal to 5% of the charges applicable to the corresponding data rate under Tables 9.2. to 9.4 will apply.

8.23 Where the service is supplied using the JASURAUS fibre optical cable to Japan, Hong Kong , Singapore, Indonesia and any of the countries listed in band 3 in the relevant table, the *Customer* will receive an additional 5% discount off the charges outlined in Tables 9.2 to 9.4 for the corresponding data rate.

Fractional Access (International) Service

8.24 The rates of the charges for circuits between Sydney and Melbourne are set up in Table 10.1.

8.25 The rates of charges for circuits between *Telstra*'s Broadway and Paddington ITC are set out in Table 10.2.

8.26 The establishment charges are a once-off charge which are not refundable and are payable when either:

- a circuit is first ordered; or
- the bit rate of an existing circuit is varied.

8.27 The establishment charges in Tables 10.1 and 10.2 will be varied as follows:

- the establishment charges in the Tables will be halved where a circuit via the Fractional Access (International) Service replaces another circuit via the Fractional Access (International) Service of a higher bit rate; or
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- the establishment charges in the Tables will be nil where a circuit via the Fractional Access (International) Service replaces another circuit via this Fractional Access (International) Service of a lower bit rate.

8.28 Where supply of the Fractional Access (International) Service commences on other than the first day of a billing month the monthly charge for the remainder of that billing month is calculated using the following formula:

Part month charge (days service supplied that month x monthly charge)divided by30

8.29 Where supply of the service ceases on other than the last day of a billing month, the charge for the expired portion of that billing month is calculated using the formula in the above paragraph.

8.30 The *Minimum Service Periods* for the Fractional Access (International) Service are as follows:

- 48kbit/s to 64kbit/s is one month;
- 128kbit/s to 512 kbit/s is three months; and
- 768kbit/s to 2,048kbit/s is six months.

Intelsat Bandwidth Service

8.31 Charges set out in Table 12.1 to Table 12.3 apply to the *Intelsat Bandwidth Service* on the basis of existing *Telstra* network infrastructure in place to provide such a service. Where additional infrastructure is required then additional charges may apply.

8.32 The *Customer* must pay the establishment charges and the monthly charges as set out in Table 12.1 to Table 12.3 according to the type of service provided and the term with which the *Customer* has selected.

8.33 Establishment charges are a once-off charge payable when an *Intelsat Bandwidth Service* is ordered and are not refundable.

8.34 Where supply of the service commences or is cancelled on other than the first day of the billing month, the usage charge for the remainder or expired portion of that billing month is calculated using the following formula:

Part-month Charge (days of service supplied that month x monthly charge) divided by
days in month

Telstra Broadcast Data Service ("TBDS")

8.35 Installation of the *TBDS* includes connection of the *NTU* on the *End User's* premises including up to seven (7) metres of cable from the *MDF* or point of entry. Additional cable length is charged in accordance with the Miscellaneous Charges below. The installation charges are set out below.

8.36 The *Customer* must pay the connection charges set out in Table 19.1.

8.37 Installation of dedicated satellite receive terminals on the *End User's* premises includes provision of up to 80 metres of 6mm coaxial cable between the antenna and the satellite receiver and up to 10 metres of data cable between the satellite receiver and the *End User's* computer terminal. Additional cable length is charged in accordance with the Miscellaneous Charges set out below. Installation of a dedicated receive terminal also includes recovery of the terminal upon termination of the service.

8.38 Where more than 100 connections are programmed to be installed within one month, a 50% discount on installation charges will apply.

- 8.39 Upgrade charges are set out in Table 19.2.
- 8.40 The standard per annum *TBDS* uplinking charges include the redundant link from the premises of the *Customer* to the *Telstra* uplink site, use of the uplink equipment and the satellite transponder charges. These charges are independent of the satellite receiver configuration and are specified in Table 19.3.
- 8.41 When more than one uplink is supplied to the *Customer*, a discount of 20% will apply to all uplink charges supplied for that *Customer*.
- 8.42 The *End User* annual access charge depends on whether a *Telstra* shared satellite receiver is used with a digital terrestrial connection to the *End User* premises, or a dedicated satellite receive terminal is provided at the *End User's* premises. In both cases standard level maintenance is included. The annual access charge for each *End User* is specified in Table 19.4.
- 8.43 Both CSM Business Plus and Business Plus Service Assurance levels are available for a terrestrial connection of up to 19.2 K/bit/s from a *Telstra* shared earth station to *End User* premises.
- 8.44 Only the CSM Business Plus Service Assurance level is available for a terrestrial connection, at a data rate of 48 Kbit/s, from a *Telstra* shared earth station to *End User* premises.
- 8.45 The Business Plus Service Assurance level charge for a terrestrial connection from a *Telstra* shared earth station to *End User* premises is included in the *End User* Annual Access Charge.
- 8.46 The CSM Business Plus Service Assurance level charge for a terrestrial connection from a *Telstra* shared earth station to *End User* premises, is equivalent to a 20% premium on the relevant *End User* Annual Access Charge. The CSM Business Plus Service Assurance charge is not included in the *End User* Annual Access Charge
- 8.47 There is an automatic CSM Business Plus Service Assurance level for terrestrial connections from the *Customer's Premises* to the *Telstra* uplink site. This is included in the Annual Uplink Charge.
- 8.48 Charges for non standard on site installation by *Telstra* staff of satellite receiver terminals and incorrect call outs of *Telstra* staff to attend faults which are not *Telstra's* responsibility, are to be calculated according to Table 19.5.

9 INTERPRETATION

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

ACA means the Australian Communications Authority.

Access means the dedicated digital transmission from the *End User's* site to the nearest physical entry point which is dedicated to an individual *Customer* service.

Application means the *Telstra*-form application for, Fractional Access (International) Service, IPL- BC Service, or, as applicable, or comparable order form of an overseas carrier, submitted by the *Customer* to *Telstra* or the overseas carrier.

Availability means:

$$\left(\frac{\text{TotalTime} - \text{UnavailableTime}}{\text{TotalTime}} \right) * 100$$

Background Bit Error Ratio or **BBER** means *BER* less *SES* and *SEE*.

Bit Error Ratio or **BER** means the ratio of the number of errored bits counted over the test interval to the number of data bits examined in the test interval.

Business Hours means Monday to Friday, 8am - 5pm, excluding *Public Holidays*.

Capital City means the capital cities of each state and territory of Australia.

Commissioning Date means the date on which *Telstra* and the *Customer* agree that *Telstra* is to start providing a particular *Dedicated Digital Service*.

Country means, for the purposes of the tables below, any area which is not *Metropolitan* or *Out of Area*.

Customer has the meaning given to it in *Telstra's General Terms and Conditions*, or, in the case of the Fractional Access (International) Service - the Australian customer named in Section A of the *Application*.

Customer's Credit Account means the *Telstra* credit account to which charges for a service are to be debited.

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

Customer Premises Cabling means any telecommunications cabling on the *Customer's Premises*.

Customer Premises Equipment means any equipment owned or used by the *Customer* in connection with a telecommunications service.

Customer's Property means the property on which the *Customer's Premises* is situated.

Customer Service Delivery Point means the *Primary Area* of a *Capital City*.

Dedicated Digital Service includes any service described in this Section.

DDN means Dedicated Digital Network.

DDS means Digital Data Service.

DTE means data terminal equipment.

End User means the *Customer's* client.

Error Free Seconds or **EFS** means the number of seconds, expressed as a percentage of the duration of the test excluding *Unavailable Time*, that no error occurs.

Fault Report means notification to *Telstra* that a circuit is out of service or suffering degraded performance.

Fault Status Feedback means *Telstra's* or the *Customer's* One Stop Shop Fault Reporting Member's response to the *Customer's* initial *Fault Report* by providing details of the progress of the fault towards resolution.

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.

International Circuit means an international private circuit provided by *Telstra* at the Australian end and by an overseas international carrier at the distant end, which connects the *Telstra Customer Service Delivery Point* in Australia to the interface point with the international gateway facilities of the overseas carrier.

Lead-in Cabling means any *Telstra* cabling on the *Customer's Property* from the *Property Entry Point* to the *NBP*.

Main Distribution Frame or **MDF** means the device situated at the *Customer's Premises* that provides the termination point for the *Lead-in Cabling* and *Customer Premises Cabling* and facilities for cross jumpering between the two.

Metropolitan coverage or **Metropolitan** means the *Metropolitan* areas of the following cities:

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

Minimum Service Period means the *Minimum Service Period* specified in the *Application*.

Network Boundary Point or **NBP** has the meaning given to it by the Telecommunications Act 1997, except in relation to:

- the Datavault Escon service, when it means the Escon connector; and
- the Datavault FDDI service, where it means the patch panel provided by *Telstra*.

NTU means Network Termination Unit.

Out of Area Coverage or **Out of Area Access** or **Out of Area** means access to the *DDN* from locations outside boundaries of *Primary Areas, Secondary Areas and Tertiary Areas*.

Primary Area means the principle centre in each charging area as determined by *Telstra*.

Property Entry Point or **PEP** means:

- where the service is provided by cable, the point on the property line where the cable is to enter the *Customer's Property*;
- where the service is provided by radio, the base of the supporting structure of the antenna on the *Customer's Property*;
- when the service is provided by optical fibre, the point on the property line where the fibre enters the *Customer's Property*.

Public Holiday means those *Public Holidays* observed in Australia or the applicable overseas destination, whether coincident or observed in one country only.

Ready for Service Date or **RFS Date** means the date agreed between *Telstra* and the *Customer* that a circuit will be first handed over by *Telstra* to the *Customer* for circuit testing or acceptance.

Recurring Monthly Charge means:

- the *Telstra Recurring Monthly Charge* for the Australian end of the IPL- BC (Satellite) Circuit, IPL- BC *Circuit*, or as applicable; or
- for the purposes of the Fastway (International) Satellite HongKong Service Level Guarantee, twice the *Telstra* recurring monthly fee for the Australian end of the IPL- BC (Satellite) Circuit.

Regional Coverage or **Regional Area** or **Regional** means those areas covered by the *Telstra* digital network infrastructure boundaries outside the above *Metropolitan* areas.

Secondary Area means a centre other than a *Primary Area*, located in a charging area as determined by *Telstra*, ascertained by reference to Column 3 of the Table in paragraph 6 of Attachment 2.

Service means for the Fractional Access (International) Service - the dedicated circuit and any special facilities, network arrangements or service requirements described in Section B of the *Application*;

Severely Errored Event or **SEE** or **Loss of Synchronisation** or **LOS** means 20 000 errors or greater in 100 000 bits.

Severely Errored Seconds or **SES** means the number of seconds, expressed as a percentage of the duration of the test excluding *Unavailable Time*, that the *BER* is worse than 1×10^{-3} .

TBDS means *Telstra* Broadcast Data Service.

Telstra means *Telstra* Limited ACN 086 174 781, ABN64 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 most *Telstra* shops.

Term means the *Minimum Service Period* or any longer service period specified in the *Application*.

Tertiary Area means a centre, other than a *Primary Area* or *Secondary Area*, as determined by *Telstra*, ascertained by reference to Attachment 2.

Total Time means the period that the *Customer* requires to use the service.

Unavailable Time or **Unavailability** means the period for which the performance of the service degrades below a useable level. Where *Unavailable Time* is caused by hardware failure, the period is measured from when the *Customer* reports the fault condition and releases the service to *Telstra* for maintenance action to the point at which *Telstra* returns or attempts to return the circuit to the *Customer*. If during maintenance action *Telstra* finds that the circuit performance is consistent with the performance objectives stated below, this period shall not be included as *Unavailable Time*. To calculate the periods of *Unavailable Time* for the purposes of this Service Availability Guarantee, disregard:

- those periods where interruption of service has been planned and the *Customers* have been notified at least 5 *Working Days* in advance.
 - each period where interruption of service is due to the *Customer*'s equipment or procedures failure, or the *Customer*'s equipment repair, operation or incompatibility, or error on the *Customer*'s part or on the part of the *Customer*'s employees or agents, or to any other circumstance under the *Customer*'s control.
 - each period where *Telstra* cannot gain access to the circuit for the purposes of fault rectification for any reason whatsoever.
-

- interruptions reported by the *Customer* for which no fault is observed or confirmed by *Telstra*.
- those periods where the *Customer's* staff were inaccessible (e.g. to confirm service operation after clearing a fault).
- each period where interruption of service is caused by *Force Majeure*.

The circuit performance objectives against which the *Customer* may assess the performance of a service are as follows:

- IPL- BC (Satellite) Service -

	1×10^{-7} (<i>BER</i> excluding <i>SEE</i> and <i>SES</i>) (periods of circuit <i>Unavailability</i> are not included in average <i>BBER</i> calculations).
	99.0% or better (total <i>error-free seconds</i> will not fall below 99%).

- IPL- BC Service are as follows -

	5×10^{-9} * (<i>BER</i> excluding <i>SEE</i> and <i>SES</i>) (periods of circuit maintenance are not included in average <i>BBER</i> calculations).
	99.5%* or better (total <i>error-free seconds</i> will not fall below this percentage per month).

Working Day means Monday to Friday 9am to 5pm, *Public Holidays* excluded.

x21 means an interface between the *Customer's DTE* and a *NTU* for synchronous operation on a digital data line.

x21 bis means an interface between the *Customer's DTE* and a *NTU* that is compatible with V-series data modem interfaces.

TABLES

Table 8.1 –International Half Circuits to Customer Locations located in <i>DDS Primary Areas</i> of Sydney, Melbourne, Brisbane, Perth, Adelaide, Darwin and Hobart or the <i>Secondary Area</i> of Canberra - Digital Voice Service										
Bit rate	Establishment Charges (\$)		Monthly Charges (\$)							
	GST excl.	GST incl.	Band 1		Band 2		Band 3		Band 4	
GST excl.			GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.
8	1,300	1,430	1,800	1,820	2,000	2,020	2,100	2,121	2,400	2,419
16	1,500	1,650	2,250	2,270	2,500	2,520	2,625	2,646	3,000	3,021
32	1,600	1,760	3,200	3,219	4,000	4,020	4,000	4,020	4,000	4,020

Note: 32Kbps is only available on application as not all countries offer this service at this speed.

Table 8.2 -International Half Circuits to <i>Telstra ISACs</i> - Digital Voice Service										
Bit rate	Establishment Charges (\$)		Monthly Charges (\$)							
	GST excl.	GST incl.	Band 1		Band 2		Band 3		Band 4	
GST excl.			GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.
8	1,300	1,430	1,600	N/A	1,800	N/A	1,900	N/A	2,200	N/A
16	1,500	1,650	2,050	N/A	2,300	N/A	2,425	N/A	2,800	N/A
32	1,600	1,760	3,000	N/A	3,800	N/A	3,800	N/A	3,800	N/A

Note: 32Kbps is only available on application as not all countries offer this service at this speed.

Band 1: New Zealand

Band 2: USA, Canada

Band 3: Hong Kong, Singapore, Japan, Korea

Band 4: United Kingdom, Belgium, France, Germany, Luxembourg

Table 9.1 - Technical Interface Descriptions - IPL- BC	
Transparent end to end capacity k bits/ second	Australian Customer Premises Interface
2.4	V. 24, X. 21
4.8	V. 24, X. 21
9.6	V. 24, X. 21
19.2	V. 24, X. 21
48	V. 24, X. 21
56	V. 35, X. 21
64	x21, V.35, E1 (note 1)
128	x21, V.35, E1 (note 1)
192	x21, V.35, E1 (note 1)
256	x21, V.35, E1 (note 1)
384	x21, V.35, E1 (note 1)
512	x21, V.35, E1 (note 1)
768	x21, V.35, E1 (note 1)
1024	x21, V.35, E1 (note 1)
1536	X. 21, V.35, E1 (note 1), T1 (note 2)
1536 + T1 ESF (8kb/s)	T1 (note 3)
1920	x21, V.35, E1 (note 1)
1984 (Note this is 2048k bits/second G704 framed, time slot zero not transparent)	x21, V.35, E1 (note 1, 4)
2048 (unframed, timeslot zero transparent)	G.703 (note 5)
Service greater than 2M (up to 6M)	V.35, High Speed Service Interface (HSSI)

Note 1:

E1 represents a G703 interface with G704 framing (operating at 2048k bits/second). The interface supports N x 64k bits/second service speeds up to 1984k bits/second. Timeslot zero is not transparent end to end.

NB - Use of an E1 interface in Australia does not preclude deployment of other interface types in other countries in conjunction with these services (eg for a N X64 k bits/second service between Australia and the USA, a T1 interface could be provided at the US end, and an E1 interface provided at the Australian end.

Note 2:

T1 interface (operating at 1544k bits/second) can be provided for termination of 1536k bits/second as an option to E1 interface. An interface conversion device is provided as part of the service on the *Customer's Premises*, presenting T1 interface. T1 ESF overhead (8k bits/second) is not provided end to end.

Note 3:

Transmission of 1536k bits/second data with T1 ESF overhead (8k bits/second) across the international boundary can be provided when supported by overseas carriers. Interface on the *Customer's Premises* is T1 only.

Note 4:

For service speeds at 1984k bits/second or greater, *Telstra* is unable to proactively monitor bit error performance of the international bearer supporting the service, although at 1984k bits/second, failure of the bearer supporting

the service can be detected. It is recommended for *Customers* who want the highest level of proactive service support by *Telstra* to lease 1920k bits/second rather than 1984k bits/second.

Note 5

End to end service operating at 2084k bits/second is provided on a clear channel (unframed) basis (ie timeslot zero is transparent). Reticulation to the *Customer's Premises* from the international gateway is via the Megalink service. *Telstra* cannot monitor bit error performance of bearers supporting these services nor can it detect discrete bearer failure (although higher order system failures are detected). *Telstra* recommends 1920 or 1984k bits/second service in preference to clear 2048k bits/second. *Telstra* is only able to provide this service when supported by the distant carrier. The IPL- BC Service Level Guarantee does not apply for the provision of 2048k bits/second.

Bit rate	Establishment Charges (\$)		Fibres Monthly Charges (\$)								Satellite/VSAT Monthly Charges (\$)	
			Band 1		Band 2		Band 3		Band 4		Band 1-4	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST Incl.
2.4	1,000	1,100	1,900	1,955	2,150	2,206	2,150	2,206	2,150	2,206	1,900	1,953
4.8	1,200	1,320	2,250	2,270	3,100	3,162	3,100	3,162	3,100	3,162	2,790	2,846
9.6	1,400	1,540	2,510	2,530	3,280	3,332	3,370	3,434	4,230	4,306	2,952	2,999
19.2	1,600	1,760	3,020	3,041	4,250	4,301	4,390	4,456	5,140	5,227	3,825	3,871
48/56/64	2,500	2,750	6,730	6,871	7,070	7,155	7,320	7,408	7,840	7,926	6,363	6,439
128	3,000	3,300	10,890	11,108	11,390	11,515	11,800	11,930	13,230	13,349	10,251	10,364
192	3,300	3,630	15,450	15,697	15,890	16,001	16,470	16,585	19,330	19,446	14,301	14,401
256	3,500	3,850	18,580	18,877	19,110	19,244	19,710	19,828	23,310	23,427	17,199	17,319
320	3,750	4,125					23,220	23,359				
384	4,000	4,400	25,290	25,644	25,910	26,065	26,730	26,890	31,810	31,969	23,319	23,459
512	4,500	4,950	32,410	32,831	33,120	33,286	34,050	34,220	40,550	40,753	29,808	29,957
768	5,000	5,500	47,350	47,871	48,300	48,493	49,270	49,467	57,160	57,389	43,470	43,644
1024	5,500	6,050	57,670	58,131	58,510	58,744	59,870	60,109	69,140	69,417	52,659	52,870
1472	7,000	7,700	71,215	73,791								
1536	7,000	7,700	73,150	73,808	75,030	75,405	76,550	76,933	87,690	88,128	67,527	67,865
1544	7,000	7,700	73,400	74,061	75,280	75,656	76,800	77,184	87,940	88,380	67,777	68,116
1920/1984/2048	7,000	7,700	81,360	82,092	84,010	84,514	85,270	85,782	98,350	98,842	75,609	76,063

Table 9.3 - International Half Circuits to Telstra ISACs - IPL- BC												
Bit rate	Establishment Charges (\$)		Fibres/Coaxial Cable Monthly Charges (\$)								Satellite/VSAT Monthly Charges (\$)	
			Band 1		Band 2		Band 3		Band 4		Band 1-4	
	GST excl.	GST incl.	GST excl.	GST Incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
2.4	1,000	1,100	1,340	N/A	1,590	N/A	1,590	N/A	1,590	N/A	1,431	N/A
4.8	1,200	1,320	2,050	N/A	2,480	N/A	2,480	N/A	2,480	N/A	2,232	N/A
9.6	1,400	1,540	2,320	N/A	2,740	N/A	2,740	N/A	3,480	N/A	2,466	N/A
19.2	1,600	1,760	2,820	N/A	3,750	N/A	3,750	N/A	4,250	N/A	3,375	N/A
48/56/64	2,500	2,750	5,300	N/A	6,200	N/A	6,450	N/A	6,990	N/A	5,580	N/A
128	3,000	3,300	8,720	N/A	10,150	N/A	10,560	N/A	12,010	N/A	9,135	N/A
192	3,300	3,630	12,960	N/A	14,760	N/A	15,390	N/A	18,260	N/A	13,284	N/A
256	3,500	3,850	15,640	N/A	17,800	N/A	18,480	N/A	22,080	N/A	16,020	N/A
384	4,000	4,400	21,720	N/A	24,310	N/A	25,230	N/A	30,310	N/A	21,879	N/A
512	4,500	4,950	28,170	N/A	31,300	N/A	32,210	N/A	38,690	N/A	28,170	N/A
576	4,650	5,115	N/A	N/A	N/A	N/A	35,968	N/A	N/A	N/A	N/A	N/A
768	5,000	5,500	42,320	N/A	46,280	N/A	47,240	N/A	55,130	N/A	41,652	N/A
1024	5,500	6,050	52,910	N/A	56,020	N/A	57,360	N/A	66,630	N/A	50,418	N/A
1536	7,000	7,700	66,440	N/A	70,910	N/A	72,410	N/A	83,550	N/A	63,819	N/A
1544	7,000	7,700	66,690	N/A	71,160	N/A	72,660	N/A	83,800	N/A	64,069	N/A
1920/1984/2048	7,000	7,700	73,920	N/A	78,990	N/A	80,230	N/A	93,310	N/A	71,091	N/A

Table 9.4 - International Half circuits to the nearest DDN Access Node to the Customer's Premises located in DDS Primary Areas of Sydney, Melbourne, Brisbane, Perth, Darwin and Hobart or the Secondary Area of Canberra - IPL- BC												
Bit rate	Establishment Charges (\$)		Fibres/Coaxial Cable Monthly Charges (\$)								Satellite/VSAT Monthly Charges (\$)	
			Band 1		Band 2		Band 3		Band 4		Band 1-4	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
2.4	1,000	1,100	1,740	1,780	1,990	2,030	1,990	2,030	1,990	2,030	1,760	1,800
4.8	1,200	1,320	2,450	2,489	2,880	2,920	2,880	2,920	2,880	2,920	2,632	2,671
9.6	1,400	1,540	2,720	2,761	3,140	3,181	3,140	3,181	3,880	3,919	2,866	2,906
19.2	1,600	1,760	3,220	3,259	4,150	4,192	4,150	4,192	4,650	4,692	3,775	3,817

56/64	2,500	2,750	5,700	5,740	6,600	6,640	6,850	6,891	7,390	7,427	5,980	6,022
128	3,000	3,300	9,220	9,266	10,650	10,703	11,060	11,115	12,510	12,560	9,635	9,683
192	3,300	3,630	13,510	13,564	15,310	15,371	15,940	15,988	18,810	18,866	13,834	13,889
256	3,500	3,850	16,240	16,305	18,400	18,455	19,080	19,137	22,680	22,748	16,620	16,686
384	4,000	4,400	22,370	22,437	24,960	25,035	25,880	25,958	30,960	31,022	22,529	22,597
512	4,500	4,950	28,940	29,027	32,070	32,134	32,980	33,046	39,460	39,539	28,940	29,027
768	5,000	5,500	43,220	43,306	47,180	47,274	48,140	48,236	56,030	56,142	42,552	42,637
1024	5,500	6,050	54,060	54,168	57,170	57,284	58,510	58,627	67,780	67,916	51,568	51,671
1536	7,000	7,700	67,940	68,076	72,410	72,555	73,910	74,058	85,050	85,220	65,319	65,450
1544	7,000	7,700	68,190	68,326	72,660	72,805	74,160	74,308	85,300	85,471	65,569	65,700
1920/1984/2048	7,000	7,700	75,720	75,871	80,790	80,952	82,030	82,194	95,110	95,300	72,891	73,037

Band 1: New Zealand, Norfolk Island.

Band 2: USA, Guam, Hong Kong*, Japan*, Singapore*, Indonesia*

Band 3: Bangladesh*, Brunei*, Cambodia, Canada, China*, Fiji, India, Kazakhstan, Malaysia*, Philippines*, Solomon Islands, South Korea, Sri Lanka*, Taiwan, Thailand, Vanuatu, Vietnam, Western Samoa.

Band 4: Antarctica, Argentina, Austria, Belgium, Brazil, Chile, France, Germany, Greece, Italy, Namibia, Netherlands, Papua New Guinea, Saudi Arabia, South Africa, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom, other European, Middle East and South American Destinations.

Bit rate (k/bits)	Establishment Charge		Monthly Charge	
	GST excl.	GST incl.	GST excl.	GST incl.
48	\$750	\$825	\$1,840	\$2,024
56	\$750	\$825	\$1,840	\$2,024
64	\$750	\$825	\$1,840	\$2,024
128	\$750	\$825	\$3,080	\$3,388
192	\$750	\$825	\$4,320	\$4,752
256	\$750	\$825	\$5,150	\$5,665
384	\$750	\$825	\$6,800	\$7,480
512	\$750	\$825	\$8,150	\$8,965

768	\$750	\$825	\$9,500	\$10,450
1,024	\$750	\$825	\$12,000	\$13,200

Note - the terminating points for circuits in Sydney are the *Telstra ISACs* located at the *Telstra Broadway* and *Paddington International Telecommunications Centres (ITCs)* and the terminating point for circuits in Melbourne CBD *ISAC*.

Table 10.2 -Circuits between *Telstra's* Broadway and Paddington ITCs - Fractional Access (International) Service

Bit rate (kbit/s)	Establishment Charge		Monthly Charge	
	GST excl.	GST incl.	GST excl.	GST incl.
48	\$750	\$825	\$245	\$269.50
56	\$750	\$825	\$245	\$269.50
64	\$750	\$825	\$245	\$269.50
128	\$750	\$825	\$280	\$308.00
192	\$750	\$825	\$315	\$346.50
256	\$750	\$825	\$350	\$385.00
384	\$750	\$825	\$420	\$462.00
512	\$750	\$825	\$490	\$539.00
768	\$750	\$825	\$595	\$654.50
1,024	\$750	\$825	\$700	\$770.00
1,544	\$750	\$825	\$840	\$924.00
2,048	\$750	\$825	\$980	\$1,078.00

Table 12.2 - INTELSAT 5 Year Term

MHz	Establishment		Monthly Charges					
	\$		\$					
			Uplink from <i>Customer Earth Station</i>		Uplink from <i>Telstra Earth Station</i>		Downlink to <i>Telstra Earth Station</i>	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0.1	1,000.00	1,100.00	1,181.00	N/A	1,350.00	N/A	1,013.00	N/A
0.5	2,000.00	2,200.00	5,906.00	N/A	6,750.00	N/A	5,063.00	N/A
1	4,000.00	4,400.00	11,783.00	N/A	13,467.00	N/A	10,100.00	N/A
1.2	4,500.00	4,950.00	14,140.00	N/A	16,160.00	N/A	12,120.00	N/A
1.5	5,000.00	5,500.00	17,675.00	N/A	20,200.00	N/A	15,150.00	N/A
2	6,000.00	6,600.00	23,567.00	N/A	26,933.00	N/A	20,200.00	N/A
5	10,000.00	11,000.00	58,377.00	N/A	66,717.00	N/A	50,038.00	N/A

Table 12.3 - INTELSAT 10 Year Term								
MHz	Establishment		Monthly Charges					
	\$		\$					
			Uplink from Customer Earth Station		Uplink from Telstra Earth Station		Downlink to Telstra Earth Station	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
0.1	1,000.00	1,100.00	1,021.00	N/A	1,167.00	N/A	875.00	N/A
0.5	2,000.00	2,200.00	5,104.00	N/A	5,833.00	N/A	4,375.00	N/A
1	4,000.00	4,400.00	10,179.00	N/A	11,633.00	N/A	8,725.00	N/A
1.2	4,500.00	4,950.00	12,215.00	N/A	13,960.00	N/A	10,470.00	N/A
1.5	5,000.00	5,500.00	15,269.00	N/A	17,450.00	N/A	13,088.00	N/A
2	6,000.00	6,600.00	20,358.00	N/A	23,267.00	N/A	17,450.00	N/A
5	10,000.00	11,000.00	50,327.00	N/A	57,517.00	N/A	43,138.00	N/A

Table 19.1 – Connection Charges – TBDS		
	GST excl.	GST incl.
Terrestrial connection or relocation to <i>Customer</i> or <i>End User</i> premises within the <i>Metropolitan</i> area (per line)	\$700.00	\$770.00
Terrestrial connection or relocation to <i>Customer</i> or <i>End User</i> premises within the <i>Regional</i> areas	\$900.00	\$990.00
Dedicated satellite receiver terminal connection or relocation to <i>End User</i> premises <i>Out of Area</i> :		
1.5 m antenna/terminal suitable for the southern 2/3 of Mainland Australia (per terminal)	\$1,500.00	\$1,650.00
1.8 m antenna/terminal suitable for tropical high rainfall areas (per terminal)	\$2,000.00	\$2,200.00
2.4 m antenna/terminal suitable for tropical high rainfall areas (per terminal)	\$2,400.00	\$2,640.00

Table 19.2 – Upgrade charges – TBDS		
	GST excl.	GST incl.
Upgrade from one data rate to another on an existing service for a terrestrial connection		
<i>Metropolitan</i> area	\$350.00	\$385.00
<i>Regional</i> area	\$450.00	\$495.00
Dedicated satellite receive terminal connection upgrade	\$450.00	\$495.00

	GST excl.	GST incl.
Data rate (Kbit/s)		
2.4	\$30,000	\$33,000
4.8	\$50,000	\$55,000
9.6	\$60,000	\$66,000
19.2	\$100,000	\$110,000
48	\$180,000	\$198,000

User Location/ Data bit rate (kbps)	<i>Metropolitan</i>		<i>Regional</i>		<i>Out of Area</i>	
	GST excl.	GST incl.	GST excl.	GST incl.	GST excl.	GST incl.
2.4	\$900	\$990	\$1,100	\$1,210	\$1,900	\$2,090
4.8	\$1,100	\$1,210	\$1,300	\$1,430	\$1,900	\$2,090
9.6	\$1,300	\$1,430	\$1,500	\$1,650	\$1,900	\$2,090
19.2	\$1,600	\$1,760	\$1,800	\$1,980	\$2,200	\$2,420
48	\$2,800	\$3,080	\$3,000	\$3,300	\$3,000	\$3,300

	GST excl.	GST incl.
Call-out fee during normal <i>business hours</i> (including travelling time)	\$60.00 plus \$15 per 15 minutes	\$66.00 plus \$16.50 per 15 minutes
Call-out fee outside normal <i>business hours</i> (including travelling time)	\$60.00 plus \$25 per 15 minutes	\$66.00 plus \$27.50 per 15 minutes
Installation materials and additional cables	At cost	At cost (plus GST)
Accommodation expenses for <i>Telstra</i> personnel and agents	At prescribed <i>Telstra</i> rates	At prescribed <i>Telstra</i> rates

Stage of Installation		Calculation of Charge Payable by Customer
Stage 1	Dispatch From Sales Dispatch From Plant Layout Order Issue	30% of the total installation charges applicable, as described for the relevant product under clause 8 of this document
Stage 2	Transmission Path Building	55% of the total installation charges applicable, as described for the relevant product under clause 8 of this document
Stage 3	Terminal Equipment Provisioning Digital Service Packet Switching Test	95% of the total installation charges applicable, as described for the relevant product under clause 8 of this document
Stage 4	Service Order Finalisation	100% of the total installation charges applicable, as described for the relevant product under clause 8 of this document

ATTACHMENT 1

IPL- BC INTERNATIONAL SERVICE TERMS AND CONDITIONS

1 Provision of the service

Provision of the *Service* is to be the sole means of acceptance of the *Application* by *Telstra* and sufficient notice of acceptance. However, if the *Customer* withdraws the *Application* before the *Service* is provided, and *Telstra* has taken steps towards providing the *Service*, *Telstra* may charge the *Customer* all or part of the establishment charge(s) for the *Service*. The *Customer* must pay any such charge(s) within 30 days of *Telstra's* invoice.

2 Specifications

Telstra will determine the specifications to which it will provide the *Service* to the *Customer*. It will endeavour to ensure the continuity and efficiency of the *Service* at all times but, subject to the following, will not be liable (whether in contract, tort or otherwise) for any loss or damage of any kind and however caused, arising out of any deficiency of the *Service* or any part of the *Service*, or any failure to provide the *Service* or any part of the *Service*.

3 Liability

Telstra disclaims all conditions and warranties, express or implied, concerning the *Service*, including any warranty of merchantability or fitness for a particular purpose. If any condition or warranty is implied in these terms and conditions by any legislation (including, without limitation, the Trade Practices Act 1974) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such condition or warranty, the condition or warranty will be deemed to be included in these terms and conditions, provided that *Telstra's* liability for breach of the condition or warranty will, if the legislation permits, be limited, in the sole discretion of *Telstra*, to

- (a) in the case of goods included in the *Service*,
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - the payment of the cost of having the goods repaired; and
- (b) in the case of services included in the *Service*,
 - the resupply of the services; or
 - the cost of resupply of the services,

and otherwise shall be limited to the maximum extent permitted by law.

4 Interruption to service

If *Telstra* becomes aware that the *Service* is likely to be unavailable for an extended period it will endeavour to notify the *Customer* as soon as possible. If there is an interruption of 60 consecutive minutes or more in the *Service* which *Telstra* determines is not attributable to any act or omission of any user of the *Service* or to the failure of any equipment or facility for which the *Customer* is responsible, *Telstra* will, if the *Customer* asks, allow the *Customer* a credit for the period of interruption. The credit will be the portion of the total *Recurring*

Monthly Charges for the *Service* which otherwise would be payable for the period of interruption.

5 Delay

If *Telstra* does not provide the *Service* by the required date specified in the *Application* (as it may be varied by *Telstra* in consultation with the *Customer*) and the delay is attributable solely to *Telstra*, *Telstra* will give the *Customer* a credit equal to 10% of the monthly recurring charges applicable to the *Service* for each *Working Day* from the latest date specified to the date *Telstra* provides the *Service*. This is not applicable to IPL- BC VSAT.

6 Indemnity

The *Customer* indemnifies and will keep indemnified *Telstra* from all liability, loss, damage and expense arising out of use of the *Service* by the *Customer* or any other person, except where such use is both unauthorised by the *Customer* and occurs despite the *Customer's* reasonable efforts to prevent such use. In particular this indemnity applies where the unauthorised use of the *Service* arises wholly or partly from the *Customer's* lack of adequate electronic and physical security systems and procedures. This indemnity does not apply concerning any liability, loss, damage or expense to the extent that it is solely attributable to any negligent act or omission by or on behalf of *Telstra*.

7 Charges

The *Customer* must pay *Telstra* the charges for the *Service* set out in the *Application*, as varied in accordance with *Telstra's* filed Standard Form of Agreement from time to time. *Telstra* will bill the *Customer* monthly for the *Service*. The *Customer* must pay all amounts billed in the currency of billing and, subject to these terms and conditions, in accordance with the conditions applying to the *Customer's Credit Account*. The *Recurring Monthly Charges* for the *Service* will commence on the date the *Customer* accepts the circuit, which shall be no later than 2 *Working Days* after the date on which *Telstra* provides the circuit ('the relevant period') unless:

- (a) the circuit fails to meet any special requirements of the *Customer* as set out in the *Application* and the nature of the failure is notified to *Telstra* within the relevant period; or
- (b) the circuit is not compatible with the *Customer's* terminal equipment or its application and the *Customer* terminates the *Service* within the relevant period.

8 Cancellation

- 8.1 If, despite *Telstra's* reasonable endeavours to remedy any failure to meet the *Customer's* special requirements, the circuit is not accepted by the *Customer* within 1 month of provision of the circuit by *Telstra*, either the *Customer* or *Telstra* may cancel the *Service* by giving not less than 7 days notice in writing to the other party.
 - 8.2 If the *Service* is cancelled for the reason set out in clause 8.1 above and the circuit has failed to meet any special requirement due to the fault of *Telstra*, the *Customer* will not be liable for the establishment charges otherwise payable for the *Service* and *Telstra* will reimburse any such charges paid.
 - 8.3 If the *Customer* cancels the *Service* in accordance with 8.2 above, the *Customer* will be liable, upon billing by *Telstra*, for the establishment charges payable for the *Service*.
 - 8.4 *Telstra* may cancel the *Service* if, through its use, there is connected to *Telstra's* network *Customer Premises Equipment* or *Customer Premises Cabling* that is a threat to the safety or proper functioning of the network or the safety of any person.
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- 8.5 *Telstra* may, without prejudice to any other right it may have against the *Customer*, immediately and without notice cancel the *Service* if the *Customer* breaches any of these terms and conditions or the conditions applying to the *Customer's Credit Account*.
- 8.6 The *Customer* may cancel the *Service* on not less than 30 days' written notice to *Telstra* unless the *Service* is subject to a *Term*.
- 8.7 If the applicable *Term* is a minimum service period the *Customer* may cancel the *Service*:
- (a) at or after the end of the *Term* on not less than 30 days' written notice to *Telstra*; or
 - (b) prior to the end of the *Term* on written notice to *Telstra* and payment, as liquidated damages and not as a penalty, of a sum equal to the total monthly recurring charges payable for the remainder of the *Term*.
- 8.8 Any sum payable by the *Customer* under this clause is to be calculated using *Telstra's* filed Standard Form of Agreement as at the notified date of cancellation of the *Service* so far as they are applicable to the *Service*.
- 8.9 Liquidated damages are not payable under this clause if, at the time of cancelling the *Service*, the *Customer* applies to replace the *Service* with a service of at least an equivalent data rate for a term which:
- (a) if the *Term* for the *Service* is a minimum service period, is the minimum service period (if any) applicable to the replacement service; or
 - (b) if the *Term* for the *Service* is other than a minimum service period, is not less than the balance of the *Term*.
- 8.10 Deleted
- 8.11 Without prejudice to *Telstra's* rights under this clause, *Telstra* may cancel the *Service* on not less than 90 days written notice to the *Customer* unless the *Service* is subject to a *Term*. If the applicable *Term* is a minimum service period, *Telstra* may cancel the *Service* at or after expiry of the *Term* on not less than 90 days' written notice to the *Customer*.
- 8.12 If the *Service* is cancelled according to this clause, *Telstra* shall allow the *Customer* a pro rata abatement of the total *Recurring Monthly Charges* paid or otherwise payable by the *Customer* for the *Service* in respect of the month of cancellation of the *Service* unless, in the case of clause 8.6, the *Customer* has cancelled the *Service* prior to the expiry of any applicable *Term*.

9 Customer's responsibilities

The *Customer* is responsible for:

- (a) acquiring equipment and the appropriate telecommunications link between such equipment and the nearest *Telstra* International Telecommunications Centre or *Service Aggregation Centre* as nominated by *Telstra* where such equipment and links are required for the *Service* but have not been ordered in the *Application*;
 - (b) ensuring that the correspondents with whom it intends to communicate via the *Service* make appropriate arrangements for their reception, transmission or storage of information communicated via the *Service*;
 - (c) making appropriate arrangements for the maintenance of *Customer Premises Equipment* connected to the *Service*;
 - (d) ensuring that *Customer Premises Equipment* is performing satisfactorily prior to contacting the nominated *Telstra* Fault Reporting centre.
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10 General

- 10.1 The *Customer* may not assign or transfer any of its rights under these terms except with *Telstra's* prior written consent, which *Telstra* must not withhold unreasonably.
- 10.2 Subject to clause 10.3, these terms and conditions together with the *Application* constitute the entire agreement between the parties with respect to the *Service* and supersede all previous relevant agreements, representations or negotiations.
- 10.3 Nothing in these terms and conditions excludes any *Telstra Service Level Guarantee* that otherwise may apply to the *Service* or to vary or modify any such *Service Level Guarantee* and in the event of any inconsistency between these terms and conditions and any applicable *Service Level Guarantee* the latter prevails.
- 10.4 The *Customer* must notify *Telstra* promptly, in writing, of any change in the *Customer* details provided in the *Application*.
- 10.5 Any equipment provided by *Telstra* as part of the *Service* and located on the premises of the *Customer* or any other user of the service remains the property of *Telstra* and must be used solely as part of the *Service*. *Telstra* and its agents may, on notice to the *Customer* and observance of any reasonable and generally applicable security requirements applying at the premises, access the *Customer's Premises* for installation, maintenance, replacement or removal of the equipment.
- 10.6 These terms and conditions are subject to variation without notice to the *Customer* and will at all times be the IPL- BC *Service Terms and Conditions* filed with *ACA* and included in *Telstra's* Standard Form of Agreement. *Telstra* will provide the *Customer* with a copy of its current International Private *Service Terms and Conditions* if the *Customer* asks its *Telstra* Account Manager.
- 10.7 These terms and conditions are governed by and shall be construed in accordance with the law of the State of New South Wales, Australia , and the *Customer* irrevocably submits to the jurisdiction of the courts having jurisdiction in that State.
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ATTACHMENT 2

IPL- BC SERVICE PERIOD CONTRACT CONDITIONS

These special conditions ("*Special Conditions*") form part of the applicable filed International Private Service terms and conditions for the digital international dedicated circuit(s) provided to the *Customer* and which the *Customer* has requested in writing to be included under these *Special Conditions* ("*Circuit*"), and shall prevail over those terms and conditions to the extent of any inconsistency.

1. These *Special Conditions* apply from the later of
 - the date on which the *Customer* applies in writing to receive a discount under these *Special Conditions*; and
 - the date on which any *Circuit* is provided to the *Customer*

("Commencement Date"), for a period of 1, 2, 3, 4 or 5 years ("*Term*").

2. A discount set out under the following table will apply to *Telstra's* monthly recurring charge for the *Circuit*, which will be the filed monthly recurring charge (as it may be varied) that applies for the particular type of circuit when it is not supplied for a term greater than a minimum service period or, if the applicable filed monthly recurring charge is for an end-to-end circuit, *Telstra's* portion (as it may be varied) of that charge.

No. of <i>Circuits</i>	1 Year	2 Years	3 Years	4 Years	5 Years
1	7%	10%	13%	15%	18%
2 or more	8%	11%	14%	16%	19%

3. At the end of any *Term* of 1, 2 or 3 years these *Special Conditions*, other than *Special Condition 6*, continue for a further *Term*.
4. If the *Customer* reduces the number of *Circuits* subject to these *Special Conditions* to one *Circuit* during the *Term*, the *Customer* must then pay to *Telstra*, according to the conditions applying to the *Customer's* Credit Account, the difference between the total discounted monthly recurring charges that the *Customer* has paid from the *Commencement Date* to the date that the number of *Circuits* were reduced to one, and the total discounted monthly recurring charges that the *Customer* would have paid under these *Special Conditions* had the relevant discount applicable to one *Circuit* only been applied to the *Circuits* over that same period. This amount will not be refundable because the number of *Circuits* were increased at a later date.
5. The *Customer* or *Telstra* may cancel these *Special Conditions* by giving the other party at least 30 days' written notice.
6. If the *Customer* cancels these *Special Conditions* before the end of the *Term*, the *Customer* must pay *Telstra*, according to the conditions applying to the *Customer's* Credit Account:
 - (a) the difference between the total discounted monthly recurring charges that the *Customer* has paid to the cancellation date and the total discounted monthly recurring charges that the *Customer* would have paid under these *Special Conditions* if the *Term* had been for the number of full years elapsing from the *Commencement Date* to the cancellation date; plus
 - (b) if the cancellation date is not on an anniversary of the *Commencement Date*, 30% of the total of the discounted monthly recurring charges that would have been payable from the cancellation date to the date of the next anniversary of the *Commencement Date*, had the *Circuit(s)* continued unchanged for that period.

7. If the *Customer* defaults in due payment of the discounted monthly recurring charges for the *Circuit(s)*, *Telstra* may, without prejudice to its other rights against the *Customer*, cancel or suspend Special Condition 2.

ATTACHMENT 3

IPL- BC (SATELLITE) HONG KONG SERVICE LEVEL GUARANTEE

SERVICE PROVIDED	STANDARD SERVICE LEVEL	REBATE OFFERED *
Configuration		
Network planning and implementation	Up to 8 hours consultancy in relation to the establishment of the new circuit.	
<i>RFS Date</i> confirmed	Confirmed within 10 <i>Working Days</i> after order is received unless there are constraints on service provision.	
Circuit provided - Implementation	Provided by <i>RFS Date</i> .	5% of <i>Recurring Monthly Charge</i> per day past the confirmed <i>RFS Date</i> unless the delay was caused by either the <i>Customer</i> , its employees or agents, or <i>Force Majeure</i> .
<i>Customer</i> test period	<ul style="list-style-type: none"> o 2 <i>Working Days</i> from circuit handover (unless you provide to us within that time a written statement detailing why the circuit is unacceptable). o 48 hours for <i>Telstra</i> retest, repair and return if the circuit is unacceptable. o 2 <i>Working Days</i> for <i>Customer</i> retest after <i>Telstra</i> hands back the circuit. 	<ul style="list-style-type: none"> o 5% of <i>Recurring Monthly Charge</i> per day if <i>Telstra</i>'s retesting exceeds 48 hours.
Network diagram	An overview of <i>Customer</i> 's international and Australian domestic network provided within 5 <i>Working Days</i> of billing commencement.	
Planned interruption notice for network reconfiguration or maintenance	At least 5 <i>Working Days</i> notice before an event expected to exceed 5 minutes and 1 hour notice if an interruption is to be extended.	Where failure to notify occurs, the interruption or additional interruption, as the case may be, contributes to circuit <i>Unavailability</i> calculations (see below).

Operational Performance - IPL- BC (Satellite)

Circuit Availability	99.5% Monthly	
Monthly Circuit Unavailability	The greater of the value of either 1) or 2) below shall apply for each month.	
	1) Outage of not less than 60 consecutive minutes.	Pro rata rebate of <i>Recurring Monthly Charge</i> .
	2) Accumulated outages (whether or not in consecutive minutes) of: <ul style="list-style-type: none"> o 4 hours or greater o 8 hours or greater o each additional 8 hours. 	Rebate as % (max 30%) of <i>Recurring Monthly Charge</i> : <ul style="list-style-type: none"> o 5% o 10% o Additional 5%.
Maximum time to restore Service	Within 8 hours	10% of <i>Recurring Monthly Charge</i> , if 8 hours or greater to restore service. Additional 5% after first 16 hours.

Fault Management

<i>Fault Reports</i> accepted	24 hours, 7 days a week	
<i>Fault Status Feedback</i>	<ul style="list-style-type: none"> o 1 hour between 7 am - 9 pm (Mon-Fri), <i>Public Holidays</i> excluded. o 2 hours at other times. 	Pro rata rebate of <i>Recurring Monthly Charge</i> for response time in excess of that specified.

* Total of all rebates will not exceed the *Recurring Monthly Charge* in any one month. In order to receive rebates the *Customer* must apply in writing to *Telstra* within 2 *Months* following the end of the month for which the rebate is requested.

Service Level Guarantee

This guarantee is in addition to *Telstra's* standard International Private Service terms and conditions. If there is any inconsistency between the standard terms and conditions and the provisions of this Service Level Guarantee, the Service Level Guarantee prevails.

Note: This Service Level Guarantee may be updated from time to time by filing the new version with *ACA* as part of *Telstra's* Standard Form of Agreement. A copy of the revised Service Level Guarantee will be available on application to the *Customer's* International Account Manager.

ATTACHMENT 4

IPL- BC SERVICE LEVEL GUARANTEE

SERVICE PROVIDED	STANDARD SERVICE LEVEL	REBATE OFFERED*
Configuration		
Network planning and implementation	Up to 8 hours consultancy in relation to the establishment of the new circuit.	
<i>RFS Date</i> confirmed	Confirmed within 10 <i>Working Days</i> after order is received unless there are constraints on service provision.	
Circuit provided - Implementation	Provided by <i>RFS Date</i> .	5% of <i>Recurring Monthly Charge</i> per day past the confirmed <i>RFS Date</i> unless the delay was caused by either the <i>Customer</i> , its employees or agents, or <i>Force Majeure</i> .
<i>Customer</i> test period	<ul style="list-style-type: none"> o 2 <i>Working Days</i> from circuit handover (unless you provide to us within that time a written statement detailing why the circuit is unacceptable). o 48 hours for <i>Telstra</i> retest, repair and return if the circuit is unacceptable. o 2 <i>Working Days</i> for <i>Customer's</i> retest after <i>Telstra</i> hands back the circuit. 	<ul style="list-style-type: none"> o 5% of <i>Recurring Monthly Charge</i> per day if <i>Telstra's</i> retesting exceeds 48 hours.
Network diagram	An overview of the <i>Customer's</i> international and Australian domestic network provided within 5 <i>Working Days</i> of billing commencement.	
Planned interruption notice for network reconfiguration or maintenance	At least 5 <i>Working Days</i> notice before an event expected to exceed 5 minutes and 1 hour notice if an interruption is to be extended.	Where failure to notify occurs, the interruption or additional interruption, as the case may be, contributes to circuit <i>Unavailability</i> calculations.

* Total of all rebates will not exceed the *Recurring Monthly Charge* in any one Month. In order to receive rebates you must apply in writing to *Telstra* within 2 Months following the end of the Month for which the rebate is requested

Operational Performance

Circuit Availability	<p>99.75% Monthly transmission over optical fibre</p> <p>99.5% Monthly transmission over coaxial submarine cable & satellite.</p>												
Monthly Circuit Unavailability	The greater of the value of either 1) <u>or</u> 2) below shall apply for each month -												
	1) Outage of not less than 60 consecutive minutes.	Pro rata rebate of <i>Recurring Monthly Charge</i> .											
	2) Accumulated outages (whether or not in consecutive minutes) of: <ul style="list-style-type: none"> o 1.5 hours but less than 3 hours o 3 hours but less than 4.5 hours o 4.5 hours but less than 6 hours o 6 hours but less than 7.5 hours o 7.5 hours or greater 	Rebate as % of <i>Recurring Monthly Charge</i> : <table border="0" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Fibre</th> <th style="text-align: left;">Cable/Satellite</th> </tr> </thead> <tbody> <tr> <td>o 10%</td> <td>o 5%</td> </tr> <tr> <td>o 20%</td> <td>o 15%</td> </tr> <tr> <td>o 30%</td> <td>o 30%</td> </tr> <tr> <td>o 40%</td> <td>o 40%</td> </tr> <tr> <td>o 50%</td> <td>o 50%</td> </tr> </tbody> </table>	Fibre	Cable/Satellite	o 10%	o 5%	o 20%	o 15%	o 30%	o 30%	o 40%	o 40%	o 50%
Fibre	Cable/Satellite												
o 10%	o 5%												
o 20%	o 15%												
o 30%	o 30%												
o 40%	o 40%												
o 50%	o 50%												
Service Restoration	If service restoration is not achieved within 3 hours the following rebates will apply and are additional to those applicable for Monthly Circuit <i>Unavailability</i> above -												
	Time to restore service: <ul style="list-style-type: none"> o 3 hours but less than 4.5 hours o 4.5 hours but less than 6 hours o 6 hours but less than 7.5 hours o 7.5 hours but less than 15 hours o 15 hours or greater 	Rebate as % of <i>Recurring Monthly Charge</i> : <ul style="list-style-type: none"> o 5% o 10% o 15% o 20% o 25% 											

Fault Management

Fault Reports accepted	24 hours, 7 days a week	
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<i>Fault Status Feedback</i>	o 1 hour between 7 am - 9 pm Mon-Fri, <i>Public Holidays</i> excluded. o 2 hours at other times.	\$100.00 [\$110.00 GST incl.] rebate if response time in excess of that specified.
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Service Level Guarantee

This guarantee is in addition to *Telstra's* standard IPL- BC Service terms and conditions. If there is any inconsistency between the standard terms and conditions and the provisions of this Service Level Guarantee, the Service Level Guarantee prevails.

Note: This Service Level Guarantee may be updated from time to time by filing the new version with *ACA* as part of *Telstra's* Standard Form of Agreement. A copy of the revised Service Level Guarantee will be available on application to the *Customer's* International Account Manager.

ATTACHMENT 5

ALTERNATE SERVICE LEVEL GUARANTEE

This Service Level Guarantee ("SLG") applies to international dedicated half-circuit services ("Services") supplied by *Telstra* to the *Customer*, where its application has been individually agreed between *Telstra* and the *Customer*.

1. Allowable Downtime and Nominal Availability

<u>Allowable Downtime per month</u>	<u>(Nominal Availability / 30 days)</u>
3 hours	99.6%

2. Each Service covered by this *SLG* must individually exhibit a monthly performance better than the Allowable Downtime performance level shown in paragraph 1 of this *SLG* which shall be measured each month in conformance with paragraphs 8, 9 and 10 below.
3. For each Service covered by this *SLG* and for each calendar month, the *Customer* must monitor and record on a 24 hour/7 days basis the accumulated time (measured in hours) where the Service is not available to the *Customer*. The *Customer* will not include those failures or breaks in the Services whose continuous duration is recorded as less than 30 minutes.

For the purposes of this *SLG* the Services shall be deemed to include the domestic portion of the circuits between *Telstra's* international gateway facilities and the *Customer's* premises and any termination equipment provided by *Telstra* in addition to the international half-circuits.

4. The *Customer* will report to a carrier all failures whose continuous duration is recorded as 30 minutes or more using the Fault Reporting information provided.

Further, the *Customer* shall make its best endeavours using information provided and updated by *Telstra* to report all observed periods of failure of the Services to *Telstra* within 15 minutes of the observed time of commencement of that failure.

5. *Telstra* agrees and hereby guarantees that for each individual Service covered by this *SLG* the accumulated sum of the attributable periods of service failure for any particular calendar month, shall not be greater or equal to the Allowable Downtime as specified in paragraph 1 above.
6. Where the service performance guarantee of paragraph 5 above is not met, the *Customer* shall at its sole option have the right to withdraw payment of the appropriate percentage sum shown below from *Telstra's* monthly charges to the *Customer* for the individual Service:

<u>Accumulated Monthly Downtime</u>	<u>Monthly Subscription Withdrawn</u>
3 hours or greater but less than 6 hours	30%

6 hours or greater	60%
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7. The maximum total sum withdrawn in any one calendar month shall be limited to not more than 50% (fifty percent) of the total monthly charges due to *Telstra* from the *Customer* for all Services covered by this *SLG*.

This *SLG* will supersede all and any other previous rebate agreements or eligibility for rebate from *Telstra* for the Services.

8. Within 10 *Working Days* of the end of each calendar month, the *Customer* shall forward to *Telstra* a monthly consolidated report of failures observed by the *Customer's* global network control centre for the Services.

The *Customer* will indicate those causes of failure attributable to and accepted by *Telstra* at time of failure, and shall provide to *Telstra* on request any substantiating information received.

9. The *Customer* will investigate and remove from consideration each and every period where failure is due to equipment or other circumstance under the *Customer's* control.

The *Customer* will remove from consideration each and every period where failure is attributable to equipment or other cause outside of the half circuit services leased from *Telstra* and its associated area of responsibility.

The *Customer* will remove from consideration those periods where interruption of service has been planned and is due to previous advice and agreement between *Telstra* and the *Customer*.

10. Within 10 *Working Days* of receipt of such report, *Telstra* shall confirm to the *Customer* which of those periods of service failure indicated were attributable to and are accepted as failure, deficiency or other cause within *Telstra's* responsibility.

11. For any particular month in which the Accumulated Monthly Downtime threshold for an individual Service has been exceeded and confirmed, the *Customer* will state whether it intends to exercise its right to penalty under this *SLG*.

Telstra will forward to the *Customer* a credit note for the value of any penalty applied, calculated in accordance with paragraph 6, which will be debited against the next monthly charge for the Service.

12. The duration of this *SLG* will be a period of 12 months at the end of which time it may be continued by mutual consent and/or amended in writing.

13. This *SLG* may be terminated at any time by either party on providing to the other not less than 1 months notice in writing.

14. Neither party to this *SLG* shall be liable to the other under these terms nor held in breach of this *SLG* if prevented, hindered or delayed in performance of observance of its obligations hereunder by reason of any Act of God, war, riot, civil unrest, explosion, fire, government action, interruption in the supply of power or materials, labour dispute (other than disputes in which the only participants are employees of the relevant party), epidemic or any other similar circumstances which can be reasonably held to be beyond its control.

15. This *SLG* shall apply to the exclusion of any other *Telstra* service level guarantee (as filed with the *ACA* from time to time) that would otherwise apply to any individual Service covered by this *SLG*.
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ATTACHMENT 6

FRACTIONAL ACCESS (INTERNATIONAL) SERVICE TERMS AND CONDITIONS

1. Provision of the *Service* shall be the sole means of acceptance of the *Application* by *Telstra* and sufficient notice of acceptance, provided that if the *Application* is withdrawn by the *Customer* prior to provision of the *Service* and *Telstra* has taken steps towards providing the *Service*, *Telstra* reserves the right to charge the *Customer* all or part of the establishment charge for the *Service* and any such charge shall be payable by the *Customer* within 30 days of invoicing by *Telstra*.
 2.
 - (a) *Telstra* shall determine the specifications to which it shall provide the *Service* to the *Customer*. It shall use all reasonable endeavours to ensure the continuity and efficiency of the *Service* at all times but, subject to paragraph (b) of this clause, shall not be liable (whether in contract, tort or otherwise) for any loss or damage, of whatsoever kind and howsoever caused, arising out of any failure or other deficiency of the *Service* or any part of the *Service*, or any failure to provide the *Service* or any part of the *Service*.
 - (b) *Telstra* expressly disclaims all conditions and warranties, express or implied, in respect of the *Service* including any warranty of merchantability or fitness for a particular purpose. If any condition or warranty is implied in these terms and conditions pursuant to any legislation (including, without limitation, the Trade Practices Act 1974) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such condition or warranty, the condition or warranty shall be deemed to be included in these terms and conditions, provided that *Telstra's* liability for breach of the condition or warranty shall, if the legislation so permits, be limited, in the sole discretion of *Telstra*, to:
 - (i) the resupply of the services; or
 - (ii) the cost of resupply of the services,that constitute the part of the *Service* in respect of which the breach occurred, and otherwise shall be limited to the maximum extent permitted by law.
 3. If *Telstra* becomes aware that the *Service* is likely to be unavailable for an extended period it shall use all reasonable endeavours to notify the *Customer* of the likely unavailability as soon as possible. In the event of any interruption of 60 consecutive minutes or more in the *Service* which *Telstra* determines is not attributable to any act or omission of the *Customer* or any other user of the *Service* or to the failure of any equipment or facility for which the *Customer* is responsible, *Telstra* shall, at the request of the *Customer*, allow the *Customer* a credit for the period of interruption. The credit shall be the portion of the total *Recurring Monthly Charges* for the *Service* which otherwise would be payable for the period of interruption.
 4. If the *Service* is not provided by *Telstra* by the date specified in Section B of the *Application* (as it may be varied by *Telstra* in consultation with the *Customer*) as the date the *Service* is required and the delay is attributable solely to *Telstra*, *Telstra* shall allow the *Customer* a credit equal to 10 per cent of the monthly recurring charges applicable to the *Service* for each working day from the latest date specified to the date the *Service* is provided by *Telstra*.
 5. The *Customer* hereby indemnifies and shall keep indemnified *Telstra* from all liability, loss, damage and expense, of whatsoever kind and howsoever occurring, arising out of use of the *Service* by the *Customer* or any other person, whether or not such use is authorised by the *Customer*. This indemnity shall not apply in respect of any liability, loss, damage or expense to the extent that it is solely attributable to any negligent act or omission by or on behalf of *Telstra*.
 6. The *Customer* shall pay *Telstra* the charges for the *Service* set out in the *Application* as those charges may be varied in accordance with *Telstra's* filed Standard Form of Agreement from time to time.
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Telstra shall bill the *Customer* monthly for the *Service* and the *Customer* shall pay all amounts billed in Australian currency and, subject to these terms and conditions, in accordance with the conditions applying to the *Customer's Credit Account*. The *Recurring Monthly Charges* for the *Service* shall commence on the date the *Customer* accepts the circuit, which shall be no later than 2 *Working Days* after the date on which *Telstra* provides the circuit ('the relevant period') unless:

- (a) the circuit fails to meet any special requirements of the *Customer* as set out in Section B of the *Application* and the nature of the failure is notified to *Telstra* within the relevant period; or
- (b) the circuit is not compatible with the *Customer's* terminal equipment or its application and the *Customer* terminates the *Service* within the relevant period.

If, despite *Telstra's* reasonable endeavours to remedy any failure to meet the *Customer's* special requirements, the circuit is not accepted by the *Customer* within 1 month of provision of the circuit by *Telstra*, either the *Customer* or *Telstra* may terminate the *Service* by giving not less than 7 days notice in writing to the other party.

If the *Service* is terminated for the reason set out in (a) above and the circuit has failed to meet any special requirement due to the fault of *Telstra*, the *Customer* shall not be liable for the establishment charges otherwise payable for the *Service* and any such charges paid shall be reimbursed.

If the *Customer* terminates the *Service* in accordance with (b) above, the *Customer* shall be liable, upon billing by *Telstra*, for the establishment charges payable for the *Service*.

7. The *Customer* is responsible for:

- (a) Acquiring *Customer Premises Equipment* required for the *Service*;
- (b) Ensuring that the correspondents with whom it intends to communicate using the *Service* make appropriate arrangements for their reception, transmission or storage of information communicated using the *Service*;
- (c) Making appropriate arrangements for the maintenance of *Customer Premises Equipment* connected to the *Service*;
- (d) Ensuring that *Customer Premises Equipment* is performing satisfactorily prior to contacting the nominated *Telstra* Fault Reporting centre.

8. In accordance with section 446 of the Telecommunications Act 1997, *Telstra* may discontinue the *Service* if, there is connected to *Telstra's* network or facility *Customer Premises Equipment* or *Customer Premises Cabling* that is, or is likely to be in *Telstra's* opinion, a threat to the health or safety of persons who:

- (a) operate; or
- (b) work on; or
- (c) use services supplied by means of; or
- (d) are otherwise reasonably likely to be affected by the operation of

Telstra's network or facility.

9. In accordance with section 447 of the Telecommunications Act 1997, *Telstra* may discontinue the *Service* if, there is connected to *Telstra's* network or facility *Customer Premises Equipment* or *Customer Premises Cabling* that is, or is likely to be in *Telstra's* opinion, a threat to the integrity of *Telstra's* network or facility.¹⁰ *Telstra* may, without prejudice to any other right, claim or action it may have against the *Customer*, immediately and without notice terminate the *Service* if the *Customer* breaches any of these terms and conditions or the conditions applying to the *Customer's Credit Account*.

11. The *Customer* may terminate the *Service* on not less than 30 days written notice to *Telstra* unless the *Service* is subject to a *Term*.

If the applicable *Term* is a minimum service period the *Customer* may terminate the *Service*:

- (a) at or after expiry of the *Term* on not less than 30 days written notice to *Telstra*; or
- (b) prior to expiry of the *Term* on written notice to *Telstra* and payment, as liquidated damages and not as a penalty, of a sum equal to the total monthly recurring charges payable for the remainder of the *Term*.

If the applicable *Term* is other than a minimum service period the *Customer* may terminate the *Service* prior to expiry of the *Term* by written notice to *Telstra* and payment, as liquidated damages and not as a penalty, of a sum equal to 30% of the total monthly recurring charges payable for the remainder of the *Term*. Any sum payable by the *Customer* pursuant to this clause 11 shall be calculated using *Telstra*'s filed Standard Form of Agreement as at the notified date of termination of the *Service* so far as they are applicable to the *Service*.

Liquidated damages are not payable under this clause if, at the time of terminating the *Service*, the *Customer* applies to replace the *Service* with a service of at least an equivalent data rate for a term which:

- (a) if the *Term* for the *Service* is a minimum service period, is the minimum service period (if any) applicable to the replacement service; or
- (b) if the *Term* for the *Service* is other than a minimum service period, is not less than the balance of the *Term*.

For the purposes of this clause an Analogue Voice/Data circuit shall be taken to be equivalent to 9600 bps.

12. Without prejudice to *Telstra*'s rights set out above, *Telstra* may terminate the *Service* on not less than 90 days written notice to the *Customer* unless the *Service* is subject to a *Term*. If the applicable *Term* is a minimum service period, *Telstra* may terminate the *Service* at or after expiry of the *Term* on not less than 90 days written notice to the *Customer*.
13. If the *Service* is terminated pursuant to clause 11 or clause 12, *Telstra* shall allow the *Customer* a pro rata abatement of the total *Recurring Monthly Charges* paid or otherwise payable by the *Customer* for the *Service* in respect of the month of termination of the *Service* unless, in the case of clause 11, the *Customer* has terminated the *Service* prior to the expiry of any applicable *Term*.
14. The *Customer* may apply to *Telstra* to vary the *Service* and provision of the *Service* as varied upon acceptance of the application shall be subject to appropriate adjustments in accordance with *Telstra*'s filed Standard Form of Agreement and the terms and conditions applicable at the time.
15. The *Customer* may not assign or transfer any of its rights hereunder except with the prior written consent of *Telstra*, which consent shall not be unreasonably withheld.
16. Subject to clause 17, these terms and conditions together with the *Application* constitute the entire agreement between the parties with respect to the *Service* and shall supersede all previous agreements, representations or negotiations, whether written or oral, with respect thereto.
17. Nothing in these terms and conditions shall be taken to exclude any *Telstra* Service Level Guarantee that otherwise may apply to the *Service* or to vary or modify any such Service Level Guarantee and in the event of any inconsistency between these terms and conditions and any applicable Service Level Guarantee the Service Level Guarantee shall prevail.
18. The *Customer* shall notify *Telstra* promptly, in writing, of any change in the details provided in Section A of the *Application*.
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ATTACHMENT 7

INTERNATIONAL DIVERSITY OPTION

1. The following discount ("Diversity Discount") shall apply to the monthly charges for International Services (ie IPL- BC Services) where more than one service is supplied to the same country:
 - (a) a discount of 3%; and
 - (b) an additional discount of 2% on all the IPL- BC Services which have the same terminating locations in Australia (A End) and in the overseas country (B End).

 2. The following conditions apply to the Diversity Discount:
 - (a) The *Customer* must elect to receive the Diversity Discount
 - (b) The bitrate of the highest and lowest bitrate IPL- BC Services can differ by no more than a factor of 8;
 - (c) All IPL- BC service subject to the Diversity Discount must be retained for a minimum period of 1 year. If a service subject to the diversity discount is cancelled prior to the expiration of this minimum period the *Customer* shall pay back to *Telstra* an amount equal to the Diversity Discount received on that service over the period of service prior to cancellation;
 - (d) The Diversity Discount shall be discontinued if the *Customer* cancels IPL- BC such that the conditions in 1 are not fulfilled; and
 - (e) The Diversity Discount shall apply after the application of any discounts provided under IPL- BC Service Contract Conditions in Attachment 2.
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ATTACHMENT 8

DIGITAL VOICE (INTERNATIONAL) SERVICE

PERIOD CONTRACT CONDITIONS

These special conditions ("*Special Conditions*") are incorporated into the Digital Voice (International) Service terms and conditions for the Digital Voice (International) circuit(s) provided to the *Customer* and which the *Customer* has requested in writing to be included under these *Special Conditions* (each "a Circuit" and collectively ("the Circuits"), and shall prevail over those terms and conditions to the extent of any inconsistency.

1. These *Special Conditions* shall apply from the later of:
 - the date on which the *Customer* applies in writing to receive a discount under these *Special Conditions*; and
 - the date on which any Circuit is provided to the *Customer*, ("the Commencement Date"), for a period of 1, 2, 3, 4 or 5 years ("a Term").
2. A discount in accordance with the following table shall apply to *Telstra's* monthly recurring charge for the Circuit(s), which shall be the filed monthly recurring charge (as it may be varied) that applies for the particular type of circuit when it is not supplied for a term greater than a minimum service period or, if the applicable filed monthly recurring charge is for an end-to-end circuit, *Telstra's* portion (as it may be varied) of that charge.

	1 Year	2 Years	3 Years	4 Years	5 Years
Circuits	5%	7%	9%	11%	13%

3. At the end of any Term of 1, 2 or 3 years these *Special Conditions*, other than Special Condition 5, shall continue for a further Term.
 4. The *Customer* or *Telstra* may terminate these *Special Conditions* by giving the other party at least 60 days advance written notice.
 5. If the *Customer* terminates these *Special Conditions* prior to the end of the Term, the *Customer* shall then pay to *Telstra*, in accordance with the conditions applying to the *Customer's* Credit Account and as liquidated damages and not as a penalty an amount equal to the difference between the total discounted monthly recurring charges that the *Customer* has paid to the termination date and the total discounted monthly recurring charges that the *Customer* would have paid to the termination date if the applicable discount was such that the Term had been for the number of full years elapsing from the Commencement Date to the termination date.
 6. If the *Customer* defaults in due payment of the discounted monthly recurring charges for the Circuit(s), *Telstra* may, without prejudice to its other rights against the *Customer*, elect to terminate or suspend Special Condition 2.
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ATTACHMENT 9

IPL- BC VSAT SERVICE PERIOD CONTRACT CONDITIONS

These special conditions ("Special Conditions") are incorporated into the applicable filed International Private Service terms and conditions for the digital international dedicated circuit(s) provided to a *Customer* and which the *Customer* has requested in writing to be included under these Special Conditions (each "a Circuit" and collectively "the Circuits"), and shall prevail over those terms and conditions to the extent of any inconsistency.

1.(a) Where the *Customer* requests that the Special Conditions apply to its IPL- BC VSAT service, the *Customer* must nominate a term of 1, 2 or 3 years ("Term") for application of the Special Conditions. However, the *Customer* or *Telstra* may terminate the Special Conditions as described in clause 5 below without being in breach of the Special Conditions.

1.(b) The Special Conditions apply from the later of the following dates ("Commencement Date"):

(i) the date *Telstra* receives the *Customer's* request for application of the Special Conditions; and

(ii) the date on which *Telstra* commences to provide IPL- BC VSAT to the *Customer*,

until the end of the Term or until the termination of the Special Conditions in accordance with clause 5 whichever is the earlier.

2. A discount in accordance with the following table shall apply to *Telstra's* monthly recurring charge for the Circuit(s), which shall be the filed monthly recurring charge (as it may be varied) that applies for the particular type of circuit when it is not supplied for a term greater than a minimum service period or, if the applicable filed monthly recurring charge is for an end-to-end circuit, *Telstra's* portion (as it may be varied) of that charge.

No. of Circuits	1 Year	2 Years	3 Years
1	7%	10%	13%

5. The *Customer* or *Telstra* may terminate these Special Conditions by giving the other party at least 30 days advance written notice for a one year term. The *Customer* or *Telstra* is required to give 45 days advance written notice for the second year of a 2 year term and 60 days advance written notice for the second or third year of a 3 year term.

6. If the *Customer* terminates these Special Conditions prior to the end of the Term, the *Customer* shall then pay to *Telstra*, in accordance with the conditions applying to the *Customer's* Credit Account:
 - (a) an amount equal to the difference between the total discounted monthly recurring charges that the *Customer* has paid to the termination date and the total discounted monthly recurring charges that the *Customer* would have paid under these Special Conditions if the Term had been for the number of full years elapsing from the Commencement Date to the termination date; and
 - (b) if the termination date is not on an anniversary of the Commencement Date, an amount equal to 30 per cent of the total of the discounted monthly recurring charges that would have been payable from the termination date to the date of the next anniversary of the Commencement Date, had the Circuit(s) continued unchanged for that period.

 7. If the *Customer* defaults in due payment of the discounted monthly recurring charges for the Circuit(s), *Telstra* may, without prejudice to its other rights against the *Customer*, elect to terminate or suspend Special Condition 2.
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ATTACHMENT 10

IPL- BC VSAT SERVICE LEVEL GUARANTEE

SERVICE PROVIDED STANDARD SERVICE LEVEL REBATE OFFERED*

Configuration

Network planning and implementation	Up to 8 hours consultancy in relation to the establishment of the new circuit.	
Ready for Service (RFS) date confirmed	Confirmed within 10 <i>Working Days</i> after order is received unless there are constraints on service provision.	
Planned interruption notice for network reconfiguration or maintenance	At least 5 <i>Working Days</i> notice before an event expected to exceed 5 minutes and 1 hour notice if an interruption is to be extended.	Where failure to notify occurs, the interruption or additional interruption, as the case may be, contributes to circuit Unavailability calculations (see below).

Operational Performance

Circuit Availability	100 % Monthly transmission over satellite for VSAT service (the performance objectives against which you may assess your IPL-BC VSAT Service are overleaf).
Monthly Circuit Unavailability	
IPL- BC VSAT	100% Pro Rata Rebate of recurring monthly charges for any time period that the VSAT service is not available at the performance objectives overleaf. **

Fault Management

**Total of all rebates will not exceed the Recurring Month Charge in any one Month. In order to receive rebates you must apply in writing to Telstra within 2 Months following the end of the Month for which the rebate is requested.*

Fault Reports accepted	24 hours, 7 days a week	
Fault Status Feedback	1 hour between 7 am - 9 pm Mon-Fri, <i>Public Holidays</i> excluded. 2 hours at other times.	\$100.00 [<i>\$110.00 GST incl.</i>] rebate if response time in excess of that specified.

– *Definitions of technical and special terms used in this Service Level Guarantee are overleaf.*

** No refund shall be made for a claim of less than \$65.00 [*\$71.50 GST incl.*] in one month.

Service Level Guarantee

This guarantee is in addition to *Telstra's* standard IPL- BC Service terms and conditions. If there is any inconsistency between the standard terms and conditions and the provisions of this Service Level Guarantee, the Service Level Guarantee prevails.

Definitions

Availability For the purposes of this Service Level Guarantee, circuit Availability is the ratio, as a percentage, of: $(\text{Total Time} - \text{Unavailable Time}) / \text{Total Time}$.

Total Time will be the average number of hours in any given calendar month which is 720 hours. The Unavailable Time is the period from when you report a fault condition and release the circuit to Telstra for maintenance action to the point at which Telstra returns or attempts to return the circuit to you, by the agreed procedure to report the return of the circuit. If during maintenance action Telstra finds that the circuit performance is consistent with the performance objectives stated below, this period shall not be included as Unavailable Time.

To calculate the periods of Unavailable Time for the purposes of this Service Level Guarantee, you must disregard:

- * those periods where interruption of service has been planned and you have been notified at least 5 *Working Days* in advance;
- * each period where interruption of service is due to your equipment or procedures failure, or your equipment repair, operation or incompatibility, or error on your part or on the part of your employees or agents, or to any other circumstance under your control;
- * those periods where interruption of service is due to solar or atmospheric interference;
- * each period where *Telstra* cannot gain access to the circuit for the purposes of fault rectification for any reason whatsoever;
- * each period where interruption of service is due to a request by the *Customer* for any change in the IPL- BC VSAT circuit;
- * interruptions reported by you for which no fault is observed or confirmed by *Telstra*;
- * those periods where your staff were inaccessible (e.g. to confirm service operation after clearing a fault);
- * each period where interruption of service is caused by *Force Majeure*; and
- * Remote Access Time(RAT) which is the time within which the Local Contractor is able to reach a *Customer* site in a relatively inaccessible area. The figures shown below is the RAT for the various country. These figures are on a per incident basis.

Country	RAT
China (South)	4 hours
China (North)	4 hours
Hong Kong	2 hours
Indonesia	4 hours
Pakistan	By morning of next working day

Phillipines	3 hours
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The circuit performance objectives against which you may assess the performance of your IPL- BC Service are as follows:

BBER (Background Bit Error Rate) for IPL- BC VSAT	1×10^{-7} .(BER excluding SEE and SES) (periods of circuit maintenance are not included in average BBER calculations).
EFS (Error Free Seconds)	99.3%* or better (total error-free seconds will not fall below this percentage per month).

* This value is for a 64KB/s service. Higher bit rates will have more errored seconds.

Bit Error Rate (BER) The ratio of the number of errored bits counted over the test interval to the number of data bits examined in the test interval.

Background Bit Error Rate (BBER) Background Bit Error Rate equals BER less SES and SEE.

Error Free Seconds (EFS) This is the number of seconds, expressed as a percentage of the duration of the test excluding *Unavailable Time*, that no error occurs.

Fault Report Notification to *Telstra* that a circuit is out of service or suffering degraded performance.

Fault Status Feedback *Telstra's* response to a *Customer's* initial *Fault Report* by providing details of the progress of the fault towards resolution.

Force Majeure An event or events beyond *Telstra'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.

IPL- BC VSAT Circuit There are two types of IPL- BC VSAT services:

- i) from Australia to the Overseas end; and
- ii) an intra Asia VSAT service.

The first type of VSAT service can be defined as an international private circuit provided by *Telstra* at the Australian end and by a Service provider at the distant end, which connects the *Telstra Customer Service Delivery Point** in Australia to the VSAT telecommunication system at the *Customer Premises* in Asia. The Intra Asia VSAT circuit is described as an end to end VSAT telecommunication service provided at the *Customer Premises* in Asia by a Service Provider.

* *Customer Service Delivery Point in Australia refers only to customer premises located within the Primary Area Centre of a capital city or the Secondary Area Centre of Canberra, as described in the Dedicated Digital Services section of Telstra's Standard Form of Agreement. If the service is supplied to customer premises located outside a Primary Area Centre or the Secondary Area Centre of Canberra, this Service Level Guarantee does not apply to the extension of the service from the Primary or Secondary Area Centre.*

Local Contractor means the contractor duly appointed by *Telstra* to carry out installation, repair, maintenance and removal of VSAT equipment.

Month A calendar month.

Public Holiday are those public holidays observed in Australia or the applicable overseas destination, whether coincident or observed in one country only.

Ready for Service Date or RFS Date The date agreed between *Telstra* and the *Customer* that the circuit will be first handed over by *Telstra* to the *Customer* for circuit testing / acceptance.

Recurring Monthly Charge This is the *Telstra* recurring monthly fee for the Australian end of the IPL- BC Circuit.

Service Provider: means Hutchison Telecommunications International Networks Limited(HTIN) or the foreign telecommunications body.

Severely Errored Event (SEE) SEE is defined as 20,000 errors or greater in 100,000 bits. This is sometimes referred to as Loss of Synchronisation (LOS).

Severely Errored Seconds (SES) This is the number of seconds, expressed as a percentage of the duration of the test excluding Unavailable Time, that the BER is worse than 1×10^{-3} .

Telstra Telstra Limited (ACN 051 775 556), its successors and assigns.

Unavailability/Unavailable Time These terms have the same meaning and designate periods of unavailable time calculated as described under '**Availability**'.

VSAT means Very Small Aperture Terminal.

Working Day Monday to Friday 9am – 5pm, *Public Holidays* excluded.

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**Note:** This Service Level Guarantee may be updated from time to time by filing the new version with ACA as part of our Standard Form of Agreement. A copy of the revised Service Level Guarantee will be available on application to your International Account Manager.

