

# Telair IP Transit Service Schedule

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This Service Schedule forms part of the Agreement between You and Telair.

## 1. Service Description

### 1.1 General

Internet Protocol (**IP**) Transit services allow traffic from one network to cross or transit through another network. Telair operates its IP Transit Network under the Autonomous System Number 135060. Telair may add or remove Autonomous System Numbers from its Network as required.

### 1.2 Applicable Services

This Service Schedule applies to the following IP Transit services:

- (a) Fixed IP Transit – a flat Mbps service based on a purchased committed information rate (i.e. fixed bandwidth). Each service is set up as a distinct BGP session;
- (b) Burstable IP Transit – a service which provides a flexible model of bandwidth usage, by using bursting capability on the committed information rate;
- (c) Border Gateway Protocol (**BGP**) – enables the exchange of information between You and Telair via the BGP. Telair may supply a current full global BGP routing table or a default route to You on request; and
- (d) Blended Service – IP Transit is provided on a “blended” basis, meaning it may be provided with both domestic and international routes, (collectively and individually referred to as the **Service**).

### 1.3 IP Addresses

- (a) You may elect to use Telair supplied IP addresses which will be of type IPv4.
- (b) Your right to use Telair supplied IP addresses ceases on the termination of the Agreement, cancellation of the Service or where Telair ceases to provide the Service to You.
- (c) Telair reserves the right to change any Telair supplied IP addresses allocated to You on at least 7 days’ notice or immediately if an urgent change is required in order to maintain Network availability or to correct a Fault.

## 2. Provision of Services

### 2.1 Provisioning

- (a) Telair will provision the Service to the Site by terminating the Service with Telair demarcation Equipment. Telair will provision the Service by the RFS Date in accordance with Good Industry Practice.
- (b) Where a Third Party network is used, the Service will be provisioned at the Third Party’s nominated demarcation area within the Site.

## **2.2 Site access**

- (a) Telair will use reasonable endeavours to install lead-in infrastructure and a suitable demarcation point for the Service within each Site where Telair supplies the Service.
- (b) Telair's obligation under clause 2.2(a) does not extend to:
  - (i) entering into licence agreements with property owners, managers, or occupiers;
  - (ii) paying licence fees for the installation of its infrastructure;
  - (iii) litigating to enforce its rights as a telecommunications carrier under relevant legislation (**Carrier Rights**); or
  - (iv) referring objections to the exercise of its Carrier Rights to any Regulator.

## **2.3 Network Access Points**

The Network Access Point in respect of each Site where Telair supplies a Service will be at Telair's demarcation point inside the Site.

## **2.4 Testing of Services**

Before making a Service available to You, Telair will test the ports at the Network Access Point to ensure the Service is active.

## **2.5 Handover of Services**

On or before the RFS Date for a Service, Telair will make the Service available to You and give You written notice of such availability:

- (a) warranting that Telair has completed all testing that is reasonably necessary to determine that the Service is active, including by providing to You:
  - (i) circuit identifiers; and
  - (ii) a sufficiently detailed network diagram, showing without limitation the Network Access Points, to enable You to exercise Your right to use that Service in accordance with the Agreement.

## **2.6 Acceptance Testing**

Upon receipt of a notice from Telair under clause 2.5, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- (b) You notifying Telair that the Service is accepted;
- (c) expiry of the 14-day testing period without notifying Telair of any failure of the Service to meet the Service Levels; or
- (d) You commence using the Service for a purpose other than acceptance testing.

If You notify Telair of a failure of the Service to meet the Service Levels, Telair will rectify the fault and re-test the Service and repeat the steps in clauses 2.4 to this clause 2.6.

## **2.7 Failure to make a Service available at a Network Access Point**

- (a) Telair's obligation to make a Service available at a Network Access Point by the RFS Date will be extended to reflect any delay in

achieving the RFS Date caused or contributed to by You, any Third Party or a Force Majeure Event.

- (b) Subject to clause 2.7(a), if Telair fails to make a Service available to You at a Network Access Point within 60 days of the RFS Date applicable to that Network Access Point, You may, by notice in writing to Telair:
  - (i) request that the parties negotiate an alternative Network Access Point in good faith; and
  - (ii) if the parties cannot agree on an alternative Network Access Point within 30 days, Telair will have no further obligation in respect of the original Network Access Point and (as Your sole and exclusive remedy) You may terminate the affected Service by written notice to Telair.

## 3. Your obligations

### 3.1 Address information

- (a) You must provide accurate and complete Site address information to Telair for use in qualifying each Service. You may be liable for any costs incurred by Telair due to any incorrect, false or misleading information You provide.
- (b) If You change the Site prior to the delivery of the Service, You must pay Telair's reasonable costs and fees (if any) arising from the change of Site.

### 3.2 Responsibility for Interconnection

- (a) You are responsible for procuring and installing (at Your own cost) any Customer Equipment necessary to connect Your network infrastructure to the Network Access Point.
- (b) In circumstances where You are unable to procure and install the Customer Equipment, You may request that Telair do so on Your behalf. You agree to pay Telair the costs associated with the equipment and its installation and acknowledge that such equipment is deemed Customer Equipment for the purposes of the Agreement.

### 3.3 BGP

It is Your responsibility to ensure Customer Equipment is capable of supporting Telair's current full global BGP route table.

## 4. Access

The Service may be accessed by using:

- (a) Telair Port; or
- (b) Network Fabric

## 5. Maintenance

### 5.1 Planned Outage Periods

Telair will, wherever reasonably practical in the circumstances, give You at

least 10 days prior notice of any Planned Outage Period (**Proposed Outage**) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

## 5.2 Minimise Disruption

Telair will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

## 6. Faults and Fault Tickets

### 6.1 Reporting Faults

You must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

### 6.2 Fault classification

Faults are classified in accordance with the following table:

Priority Matrix	Urgency			
Impact	Critical Entire business affected	High Wide spread business impact	Medium VIP or small user impact	Low Single user
<b>Critical</b> Critical site or business service offline   Complete interruption of Services at multiple sites	<b>P1</b>	<b>P2</b>	<b>P2</b>	<b>P3</b>
<b>High</b> Significantly reduced performance of critical sites or business services   Single site offline	<b>P2</b>	<b>P2</b>	<b>P3</b>	<b>P3</b>
<b>Medium</b> Single site degraded   Secondary service degraded or offline   Permanent solution or workaround is available to restore the functionality of the Service	<b>P2</b>	<b>P3</b>	<b>P3</b>	<b>P4</b>
<b>Low</b> No Impact	<b>P3</b>	<b>P3</b>	<b>P4</b>	<b>P4</b>

### 6.3 Fault Tickets

Upon being notified of a suspected Fault by You and receiving a Fault report from You, the Help Desk will assign a reference number to the Fault (**Fault Ticket**) and will issue that reference number to You.

### 6.4 Closure of Fault Tickets

When Telair has remedied a Fault, it will notify You that the Fault Ticket is "closed".

## 6.5 Faults reported in error

If You report a Fault to the Help Desk in circumstances where the Service Disruption is not due to a Fault within the Network (for example where unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by You, You will bear the cost of Telair sending contractors to investigate the reported Fault.

## 6.6 Fault restoration

Telair will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target set out below.

Fault	Response	Restoration Target
P1	15 minutes	4 hours
P2	30 minutes	6 hours
P3	4 hours (during business hours)	2 Business Days
P4	8 hours (during business hours)	3 Business Days
Service Request	2 Business Days	Negotiable

## 6.7 Information updates

During the Remedy Period, the Help Desk will, in response to a request from You, provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Telair.

## 7. Service credits

### 7.1 Service credits

Subject to the Service credit conditions listed in clause 7.2 and in the event of Telair failing to meet the Service Availability Target, the following Service credits will apply.

	Service Availability Target	Incremental deviation from Service Availability	Service Credit for first increment	Service Credit for subsequent increments
IP Transit	99.95%	0.5%	5% of the monthly recurring Charge for the affected Service	5% of the monthly recurring Charge for the affected Service

## 7.2 Service credit conditions

The following conditions apply to Service credits:

- (a) Service credits apply from the first full calendar month that the eligible Service is operational;
- (b) where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- (c) You must apply for the credit by contacting the Help Desk and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- (d) the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- (e) the maximum Service credit available for each eligible Service in any month will not exceed 50% of the total monthly Charges for that eligible Service in that month.

## 8. Changes

### 8.1 Relocations

- (a) In the event You require a relocation of a Service to a new Site, You must make a written request to Telair in a manner nominated by Telair. You acknowledge that not all Services can be relocated.
- (b) Telair will respond to Your request and advise, in its absolute discretion, You whether the Service can be relocated.
- (c) Where the Service can be relocated, a once-off fee may apply as well as a change to the Charges.

### 8.2 Upgrades

You may at any time make a written request in a manner nominated by Telair to upgrade the bandwidth of the Service. You acknowledge that a once-off upgrade fee and additional monthly Charges may apply.

### 8.3 Service Order

Where You make a request under clauses 8.1 or 8.2 which is accepted by Telair, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Service Order which, upon execution, will replace the previous Service Order.

### 8.4 Variations by Third Parties

Without limiting Telair's rights under any other clause of the Agreement, Telair may on written notice to You vary this Service Schedule or a Service Order (excluding the Charges) if a Third Party's supply terms or agreement with Telair is varied, terminated or replaced and as a result of that variation, termination or replacement, Telair considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

## 9. Defined terms

Any capitalised terms in this Service Schedule, which are not defined below,

have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning, unless the context otherwise requires:

**Agreement** means the agreement entered into by Telair and You (incorporating a Master Services Agreement, this Service Schedule and the Service Orders) in relation to the supply of Services by Telair to You.

**Agreed Coverage Period** means 24 hours a day, 7 days a week, 52 weeks a year.

**Autonomous System Numbers** are unique numbers that are available globally to identify autonomous systems and which enables those systems to exchange exterior routing information with other neighbouring autonomous systems.

**BGP** means Border Gateway Protocol version 4.

**Customer Equipment** means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not provided by Telair.

**Excused Downtime** means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' due to:

- (a) Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- (b) the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- (c) any failure, incompatibility or error in the configuration of Customer Equipment;
- (d) Telair suspending the Service in accordance with the Agreement;
- (e) a Fault that arises and is resolved within a Planned Outage Period;
- (f) You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant Service Order; or
- (g) a Force Majeure Event.

**Facility** means each data centre where Telair will provide the Service, as listed in the relevant Service Order.

**Fault** has the meaning given in clause 6.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- (a) except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- (b) the failure of multiple Services over a single Fibre or device is treated as a single Fault.

**Fibre** means the optical fibre cable used to provide Services.

**Fault Restoration Target** refers to the targets set out in clause 6.6.

**Fault Ticket** has the meaning given in clause 6.3.

**Good Industry Practice** means the practice of a reasonable and prudent operator in the same business as the party required to comply with good industry practice.

**Help Desk** means a service offered by Telair accessed by a telephone number or email address, as advised by Telair from time to time, which may be used to convey potential fault information to Telair.

**IPv4** means the further version of the IP.

**Network Access Point** has the meaning given by clause 2.3.

**Network Fabric** means via a virtual cross-connect using Megaport or IX Australia

**Planned Outage Periods** means the period during which Telair, or a party on behalf of Telair, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- (a) installation of infrastructure;
- (b) maintenance requirements (including scheduled maintenance);
- (c) infrastructure upgrades; and
- (d) Network relocation.

**Remedy Period** means the period that:

- (a) commences on the earlier of when the Fault is reported to the Help Desk; and
- (b) ends when the Fault is remedied.

**RFS Date** means the requested date for delivery of a Network Access Point, as specified in the relevant Service Order.

**Service Availability** is calculated each month as Uptime divided by (the number of minutes in the month, less Excused Downtime), expressed as a percentage.

**Service Availability Target** has the meaning given at clause 7.1.

**Site** means each of Your physical premises, including Facilities, located at the site addresses specified in the Service Order.

**Telair Port** is a port hand off in a Facility where Telair has a network presence.

**Uptime** means the number of minutes in each month days where the link state of the Service is 'up', rounded to the nearest minute.