

Service Schedule - Satellite Telehousing Service

Service Terms

1 Structure of this Service Schedule

- 1.1 This Service Schedule consists of:
- (a) these Service Terms; and
 - (b) each Order for a Service accepted by Telstra.
- 1.2 If there is any inconsistency between the parts of this Service Schedule, the document listed earlier in clause 1.1 prevails to the extent of the inconsistency.
- 1.3 If there is any inconsistency between the parts of this Agreement, the Order is last in precedence.

2 Service Description

- 2.1 The Satellite Telehousing Service does not include the provision of colocation or connectivity and cabling within Telstra premises provided pursuant to:
- (a) Telstra's obligations as a landing party for an international submarine cable system; or
 - (b) Telstra's interconnection or facilities access obligations under any Applicable Laws,
- which are supplied under other of Telstra's contractual terms and conditions.
- 2.2 Telstra grants Customer a licence to install, operate, maintain and repair Customer Equipment in the relevant Telehousing Space until the relevant Service is terminated. Customer, in the course of providing its own services, may allow its customers or Affiliates to install equipment in and use the Telehousing Space. However, Customer remains responsible to Telstra for the Telehousing Space and Customer must ensure third parties using the Telehousing Space comply with the requirements of this Agreement. Customer indemnifies Telstra against any loss or damage which Telstra or other parties suffer as a result of the acts or omissions of third parties which are allowed by Customer to access and use the Telehousing Space.
- 2.3 The types of Telehousing Space which Customer may order and we may agree to provide are:
- (a) **Rack Space** – a lockable space in a cabinet or rack provided by Telstra. In some special cases, Telstra may provide partial Rack Space (e.g. full or half Rack Space), in such special cases, Customer needs to share the same rack or cabinet (and same power feed to that rack or cabinet) with other customers;
 - (b) **Floor Space** – an area on which Customer installs its own racks or cabinets.
- 2.4 Some types of Telehousing Space may not be available at every Satellite Teleport. Where Telstra agrees to provide Floor space, Telstra will provide Customer with a floor plan attached to the Order which depicts the lay-out of the Telehousing Space.
- 2.5 Installation of Cross-connects requires Telstra's approval, which will not be unreasonably withheld. Cross-connects will be provided by (at Telstra's discretion as far as local laws permit),
- (a) Telstra, for which Customer will pay the charges specified in the Order; or
 - (b) an appropriately licensed operator arranged by Telstra at Customer's request, and cost.
- 2.6 Unless the Order specifies that they are not available, Telstra will provide the following Concierge Services:
- (a) **Customer Equipment Receipt and Temporary Storage Service** which is a service provided by Telstra where Telstra can receive shipments of Customer Equipment to the Satellite Teleport

during Business Hours and store the Customer Equipment in a storage space for a period not exceeding 3 calendar weeks. For any storage period greater than 3 calendar weeks, this service shall be subject to additional charges and Telstra also reserves the right, in its sole discretion acting reasonably, to dispose of Customer Equipment shipped to a Satellite Teleport which has not been removed or installed by Customer, with the cost of disposal to be borne by Customer. In respect of this service Telstra will not be responsible for verifying that the delivered shipments match any delivery note or packing list accompanying the shipment. Telstra will bear no responsibility for the correctness and condition of the delivered shipments even if Telstra's personnel have acknowledged receiving the shipments on the shipper's delivery note. Telstra is not responsible for any loss, theft, or damage to the Customer Equipment shipped to the Satellite Teleport save for in respect of Telstra's gross negligence or wilful misconduct. Customer must make its own arrangements for all shipping and equipment insurances in respect of the Customer Equipment received and stored in accordance with this clause. This service is also available to Customer for Customer Equipment that is made ready for being shipped away from the Satellite Teleport.

- (b) **Basic Operational Support Service** which is a service where Telstra provides first-line maintenance services to Customer in respect of Customer Equipment installed in the Telehousing Space. This service involves Telstra's on-site technician acting as Customer's hands and eyes supervised remotely by a Customer Authorized Representative by telephone or other method of communication to perform simple maintenance tasks in relation to Customer Equipment which include:
- (i) Powering Customer Equipment on or off;
 - (ii) Pushing a button, a reset button, or changing a toggle;
 - (iii) Securing cabling and connectors that connect to the Customer Equipment;
 - (iv) Reporting lights / displays on machines / terminals / consoles;
 - (v) Changing of pre-labelled, press-button-removable media (tapes, CDs) on demand and not on a routine basis;
 - (vi) Basic maintenance support for Cross-connects provided by Telstra, confined to the checking of physical cable connections and the simple swapping of the Cross-connect cables if the Customer has pre-provisioned the Telehousing Space with additional Cross-connect cables for redundancy;
 - (vii) Basic inspection of the environmental conditions of the Telehousing Space.

The provision of the Basic Remote Hands Service will be remotely supervised always by a Customer Authorized Representative by telephone or other means of communication. Telstra is not responsible for this service or for troubleshooting of Customer Equipment without supervision.

The Concierge Services will be provided at Customer's request and:

- (a) in relation to Floor Space, according to the additional Charges as specified in the Order; and
- (b) in relation to Rack Space at no additional charge to Customer unless otherwise specified in the Order, although replacement of Cross-connects will be separately chargeable.

2.7 By agreement between the Telstra and Customer on a case by case basis and as specified in an Order, Telstra may provide the Managed Equipment Installation Service where Telstra will install the Customer Equipment to a rack or cabinet in the Telehousing Space with the scope of the works and the relevant charges to be specified in the Order. The Managed Equipment Installation Service will only be offered after a feasibility study has been conducted by Telstra. In order to complete the feasibility study, Customer must provide details and drawings of the installation task, the date of the Customer Equipment delivery, and the specification of the Customer Equipment. Testing and software configuration of the Customer Equipment is not included with this service unless otherwise specified in the Order.

2.8 Customer represents and warrants:

- (a) that Customer is the owner, valid licensee, or authorized user of each unit of Customer Equipment;

- (b) the installation and use of Customer Equipment by Customer, or any other third party, will conform with the Telehousing Specifications; and
- (c) that Customer's use of all External Customer Cabling complies with Applicable Laws.

3 Cessation of supply by a Service Provider

- 3.1 Telstra may limit, suspend or cancel the provision of a Service at any time by notice to Customer if a Service Provider ceases to supply, or gives Telstra notice of its intention to cease to supply, the services necessary for Telstra to supply a Service to Customer.

4 Service Term

- 4.1 Telstra will provide Customer with a test period of two Business Days commencing on the date Telstra notifies Customer that the Service is ready for testing, whether or not any associated Customer or third-party equipment, software or services are installed or ready-for-use (**Test Period**). If, prior to the conclusion of the Test Period:
- (a) Customer notifies Telstra of a suspected Provisioning Fault, Telstra will investigate and if Telstra discovers any Provisioning Fault, Telstra will endeavour to rectify any Provisioning Fault before re-delivering the Service to Customer, and a new Test Period will begin on the date of re-delivery; or
 - (b) Customer does not notify Telstra of a suspected Provisioning Fault, Customer is deemed to accept the Service on completion of the Test Period.
- 4.2 If Customer reports a Provisioning Fault within the Test Period and Telstra is able to certify through tests that there is no Provisioning Fault, Customer will be deemed to accept the Service on completion of the Test Period.
- 4.3 Telstra will commence billing Customer on the earlier of the date Customer accepts the Service or is deemed to have accepted the Service under clause 4.1(b) or 4.2 (**Service Start Date**).
- 4.4 The Initial Period for a Service is specified in the Order for that Service or if no period is specified then the Initial Period is 12 months (**Initial Period**).
- 4.5 After the Initial Period the Service Term for each Service automatically renews in accordance with the Agreement Terms on the existing terms and conditions, unless either party notifies the other by giving at least 60 days notice before the end of the Initial Period or the then-current Renewal Period, that it does not wish the Service Term to extend automatically .

5 Ordering Services

- 5.1 Customer must submit an order to Telstra to order a new, or to vary or cancel an existing, Service.
- 5.2 Telstra reserves the right in its sole discretion to accept such Customer order, request that Customer provide Telstra with further details or reject Customer's order.

6 Charges

- 6.1 The charges payable by Customer to Telstra for each Service are set out in the Order for that Service and include:
- (a) a fixed non-recurring charge, a fixed monthly recurring charge and/or a variable usage charge; and
 - (b) for a variation of an existing Service, charges as advised by Telstra.
- 6.2 Fixed charges are payable in advance and variable charges based on usage are payable in arrears.

Early Termination Fees

- 6.3 If an Early Termination Event occurs:

- (a) During the Installation Period for a Service, the Early Termination Fee is a sum equal to: (i) one month's recurring charge for the Service; and (ii) any out-of-pocket expenses incurred as a result of the termination of that Service prior to the end of the Initial Period including without limitation (A) any early termination fees charged by Service Providers; and (B) any installation charges charged by such Service Providers that Telstra had amortized over the Initial Period to the extent such installation charges have not yet been repaid;
- (b) during the Service Term for a Service, the Early Termination Fee is a sum equal to the charges that would have been payable by Customer for the remainder of the Service Term if the Early Termination Event had not occurred.

6.4 If Telstra has not received payment for any charges on any invoice such that there is an overdue amount validly owed to Telstra, Telstra may (in addition to any interest on the overdue charges and any other remedies available under this Agreement or Applicable Law) during such period until all overdue invoices are paid in full:

- (a) refuse to provide any new additional Satellite Telehousing Service requested by Customer;
- (b) suspend the provision of Power Service to Customer on five days' prior written notice; and
- (c) deny access to the Satellite Teleport to Customer and Customer's Authorized Representatives.

If Telstra suspends the provision of Power Service to Customer pursuant to this clause 6.4, Telstra will resume Power Service within 24 hours after the receipt of payment for all past due invoices and Telstra may charge a reinstatement fee equal to US\$100.00 or equivalent local currency multiplied by the number of Power Feeds to be restored.

7 Telstra's Responsibilities

- 7.1 Telstra will use its reasonable endeavours to ensure that, at the Service Start Date:
 - (a) the Telehousing Space is conditioned and available;
 - (b) any Cross-connect installed by Telstra is operational and maintained in accordance with clause 2.6(b)(vi); and
 - (c) access to the Telehousing Space is available to the Customer Authorized Representatives in accordance with clause 11.
- 7.2 Telstra will monitor the Environmental Services to ensure the Telehousing Space complies with appropriate environmental requirements.
- 7.3 Telstra retains the right to access the Telehousing Space, at any time and without notice, to inspect, maintain and repair the Telehousing Space.

8 Customer Equipment

- 8.1 Customer must follow all guidelines and policies related to Customer Equipment as specified by Telstra. In addition, Customer must:
 - (a) not install Customer Equipment that exceeds the customer equipment weight loading specified by Telstra. If the Customer Equipment weight exceeds the maximum weight loading, Customer must order additional Telehousing Space or Telstra may refuse to allow the installation of Customer Equipment in excess of the maximum loading;
 - (b) not connect Customer Equipment that consumes electrical power that exceeds the level of the Power Service supplied to Telstra as specified in the Order. If Customer Equipment draws a power loading exceeding the Power Service supplied and these guidelines, Customer must order additional capacity for the Power Service. If Customer refuses to order additional capacity, Telstra reserves the right to reduce the power supplied to the Customer Equipment or disconnect some of the Customer Equipment in order to bring the power loading within the ordered Power Service; and
 - (c) update the Customer Equipment List in respect of all Customer Equipment installed in the

Telehousing Space.

- 8.2 Customer is responsible within the Telehousing Space for:
- (a) installation of its Customer Equipment in the Racks supplied by Telstra or its own racks (as the case may be); and
 - (b) installation of adequate cable sustaining bars, power strips and other required accessories within the Telehousing Space,
- in each case by Telstra's approved installer (which may be Customer), either arranged by Telstra at Customer's request or by Customer and in each case, at Customer's cost.
- 8.3 Customer acknowledges that the Satellite Teleport and its facilities including its equipment may be subject to laws, regulations and guidelines governing environmental impact, electromagnetic interference, electromagnetic compatibility, hazardous materials, labelling and the like. Customer must ensure compliance as required and bear all associated costs for its equipment.
- 8.4 Customer must, and must ensure that its employees and contractors:
- (a) comply with written requirements provided from time to time by Telstra or the relevant building owner or manager relating to the Satellite Teleport;
 - (b) keep the Telehousing Space safe and compliant with all relevant occupational health and safety laws applicable;
 - (c) not change, modify or interfere with the fabric of the Satellite Teleport building or its systems (including the use of wall, floor or ceiling fastening devices, drilling of holes in same or to seek to access the below floor or above ceiling spaces within the Satellite Teleport) except with the prior approval of Telstra to do so and which may also require approval of any method proposed to be employed (in which for all cases Telstra may require Escorted Access while Customer performs such work); and
 - (d) not manipulate, adjust or otherwise interfere with any of Telstra's equipment or third party equipment within the Satellite Teleport.
- 8.5 Customer must:
- (a) provide Telstra with two Business Day's written notice of delivery of Customer Equipment to a Satellite Teleport; and
 - (b) pay all costs and expenses of delivery, installation and removal of Customer Equipment including freight, insurance, duties, taxes, import and export agents fees and charges. Telstra will assist with the activity associated with the above costs where requested by Customer and agreed by Telstra.

9 Customer Equipment Delivery to and Collection from a Satellite Teleport

- 9.1 Customer must follow the policies and guidelines concerning the delivery of Customer Equipment to, and the collection of Customer Equipment from, a Satellite Teleport as advised by Telstra from time to time.

10 Policies and Procedures on using the Telehousing Space

- 10.1 Customer must follow the policies and procedures on using the Telehousing Space as advised by Telstra from time to time.

11 Security Access Policies

- 11.1 Telstra will provide Customer with escorted access to the Telehousing Space according to the policies and procedures as advised by Telstra from time to time, and any Customer Authorized Representative must follow the Security Access Policies when accessing the Satellite Teleport.
- 11.2 If Customer reasonably requires access to any part of the Satellite Teleport apart from the Telehousing Space for purposes associated with the provision of Services by Telstra, Telstra may provide such

access subject to a requirement for escorted access.

- 11.3 If escorted access is required for a particular Satellite Teleport, the Escort Charge is payable for access out of Business Hours.
- 11.4 Telstra may refuse access to Telehousing Space if any monies owing by Customer to Telstra under this Agreement are overdue.

12 Customer Equipment Maintenance

- 12.1 Customer is responsible for maintaining Customer Equipment.
- 12.2 Telstra may, with Customer's prior consent and without such consent in an emergency situation, suspend operation of Customer Equipment if Telstra reasonably suspects the Customer Equipment is interfering with the Telstra Network, other equipment in the Satellite Teleport or the safe and efficient operation of the Satellite Teleport.

13 Relocation

- 13.1 Customer is entitled to rearrange or relocate Customer Equipment in the Telehousing Space without Telstra's prior consent, provided that as rearranged the Telehousing Space still complies with all policies and procedures set out in this document.
- 13.2 Subject to clause 13.3, Telstra will not move, alter or affix attachments to Customer Equipment without Customer's prior written consent.
- 13.3 Telstra will not re-locate Customer Equipment to another location unless:
 - (a) such relocation is reasonably necessary for material technical, operational or commercial purposes; and
 - (b) Telstra has obtained Customer's prior written consent, such consent not to be unreasonably withheld.
- 13.4 Telstra, working with Customer, will use its reasonable endeavours to minimize any adverse impact on Customer's connectivity through the Satellite Teleport from relocation pursuant to clause 13.3.
- 13.5 A relocation notice under clause 13.3 must specify the location to which Telstra intends to relocate Customer Equipment, the measures Telstra proposes to take to minimize the impact on Customer, and the earliest date that Telstra may perform the proposed relocation.

14 Title

- 14.1 Title to each item of the Customer Equipment remains with Customer or Customer's customer, representative, vendor, contractor or Affiliate (as the case may be), and Telstra will have no right, title or interest in or to Customer Equipment, except as expressly provided in this Service Schedule.
- 14.2 Title to the Telehousing Space and other of Telstra's equipment that supports the provision of Telehousing Space (including but not limited to: our supplied cabinets, racks, cable trays, patch panels, cage/room partition, electrical systems, air-conditioning systems, fire protection system, security access control system) remains with Telstra.
- 14.3 Subject to clause 14.4, and except where the building owner or manager provides and retains ownership in the Cross-connects under clause 2.5, title to cabling used in Cross-connects passes to Customer on installation. Telstra grants Customer a licence during the term of this Service Schedule to keep the Cross-connects installed under clause 2.5 in the Telehousing Space and to use them for the purposes contemplated by this Service Schedule.
- 14.4 Title in Cross-connects will revert, at no charge, to Telstra on termination of this Service Schedule.

15 No Lease

- 15.1 This Agreement is a services agreement and does not constitute a lease or sublease of real property. Customer acknowledges and agrees that it has been granted only a limited, and non-exclusive licence to

use the Telehousing Space and the Satellite Teleport in accordance with this Agreement.

16 Removal

- 16.1 Subject to clause 16.2, Customer must, at its own expense, remove all Customer Equipment and Customer Cross-connects from the Satellite Teleport within 5 Business Days after the date of expiry or termination of this Service Schedule. Customer must return the Telehousing Space to Telstra in the same condition as it was on the Service Start Date, normal wear and tear excepted.
- 16.2 Telstra is entitled to retain Customer Equipment until Customer pays all outstanding amounts owed to Telstra and its Affiliates. If Telstra terminates a Service for Customer's failure to pay the charges, title to and all ownership rights in Customer Equipment (which is not subject to a mortgage or legal security interest in favour of a third party) will immediately transfer to Telstra for no payment.
- 16.3 Title to and all ownership rights in Customer Equipment (which is not subject to a mortgage or legal security interest in favour of a third party) will transfer to Telstra for no payment if Customer Equipment is not removed from the Satellite Teleport by the Customer within 15 Business Days after expiry or termination of this Service Schedule.
- 16.4 Telstra may dispose of Customer Equipment which is transferred to Telstra in accordance with clauses 16.2 and 16.3 of this Service Schedule as Telstra sees fit and may charge Customer for any costs of disposal.

17 Customer Warranties

- 17.1 Customer represents and warrants that:
- (a) Customer or its relevant customer is the owner, valid licensee, or authorized user of each unit of Customer Equipment;
 - (b) the installation and use of Customer Equipment by Customer will conform with the specifications for the Telehousing Space as advised by Telstra from time to time; and
 - (c) Customer's use of all Cross-connects complies with all Applicable Law.

18 Insurance

- 18.1 Telstra is not liable for any theft, damage or loss to the Customer Equipment while located within the Satellite Teleport, (including while stored by us pursuant to clause 2.6(a)), except to the extent caused by Telstra's negligence, and then only to the extent that such theft, damage or loss is covered by Telstra's policies of insurance. Any damage or loss to Customer Equipment located within the Satellite Teleport caused by sabotage, terrorism or the like is not covered by Telstra's policies of insurance.
- 18.2 Customer must obtain, maintain and pay for valid and enforceable insurance policies with insurers reasonably satisfactory to Telstra and with a minimum limit of USD1,000,000 per occurrence for personal injury and equipment or property damage (in respect of property owned by Telstra, Customer and third parties) within the Satellite Teleport or arising from Customer's use of the Satellite Telehousing Service, or as otherwise required by Applicable Law, and, in particular, any Applicable Law relating to employer's or employee compensation.
- 18.3 Telstra will obtain, maintain and pay for valid and enforceable insurance policies with reputable insurers at least as good as the coverage required of Customer by Telstra.
- 18.4 Customer must produce to Telstra on request by Telstra certificates of insurance evidencing the levels of insurance required under this Service Schedule.

19 Force Majeure and Reinstatement

- 19.1 If the Satellite Teleport and/or the Telehousing Space is wholly or partially damaged by fire, typhoon, flood or by similar causes to such an extent as to render it unsuitable for the contemplated uses under this Agreement, then either party may elect, within thirty (30) days after such damage, to terminate this Agreement by giving the other written notice of termination. If either party shall so elect, both parties shall be released from further liability under the terms of the Agreement. If the Satellite Teleport shall suffer only minor damage and shall not be rendered wholly unsuitable for the contemplated uses under this Agreement, or it is substantially damaged but the option to terminate is not exercised by either party,

Telstra will proceed promptly to repair the damage. Telstra will have a reasonable time within which to rebuild or make any repairs. Customer is responsible for repairing and replacing any damaged or destroyed Customer Equipment.

- 19.2 If Telstra is unable to provide the Satellite Telehousing Services as a result of Force Majeure for a period in excess of 30 consecutive days, either party may terminate this Agreement upon written notice to the other party, and both parties shall be released from all liability under this Agreement which would otherwise have accrued to the parties after the date of termination.

20 Service Levels

- 20.1 The Service Levels apply to all Satellite Telehousing Services except Floor Space, unless otherwise specified in the Order.
- 20.2 Service Levels do not apply to any Non-Telstra Circuits.

Credits

- 20.3 To claim a Credit, Customer must follow the procedure set out in the Agreement Terms. Each Service Level is also subject to the Exclusion Events set out in the Agreement Terms and this Service Schedule.
- 20.4 Credits and any rights to cancel a Service under the Service Levels are Customer's sole remedy for Telstra's breach of a Service Level and under no circumstances shall failure to achieve such Service Levels be deemed a breach of this Agreement by Telstra or entitle Customer to terminate the unaffected Services or the Agreement. Other than as expressly provided in this Agreement, Telstra does not warrant or guarantee that the Services will be available to Customer on demand or continuously during the term.
- 20.5 The aggregate Credit payable with respect to any month in which the Service Level was not met is subject to a cap of 100% of the monthly recurring charges for the affected Service in that month.
- 20.6 If, for a Service, in a month Customer is entitled to make a claim for a Credit in respect of more than one Service Level in relation to the same event or outage Customer may only make a claim for a Credit in respect of one of those Service Levels.
- 20.7 Any Credits referenced hereunder shall be applied to Customer's account for the affected Services. No amounts will be refunded or paid directly to Customer.

Service Provisioning Service Level

- 20.8 Telstra will provide Customer with a service delivery date in writing for each Service, after completing a feasibility assessment (**Firm Delivery Date**).
- 20.9 If the Service Start Date for a Service with a Firm Delivery Date is delayed by Telstra beyond the Firm Delivery Date, Customer may be entitled to a Credit calculated as follows:

Length of Delay	Credit as a percentage of the monthly recurring charge for the affected Service
For each Day after the Firm Delivery Date	3.3%

- 20.10 The Credit payable for the failure to meet the Firm Delivery Date for a Service will not exceed 50% of the monthly recurring charge for the affected Service.
- 20.11 The Service Provisioning Service Level only applies in relation to the original Firm Delivery Date and the Credit only accrues only from that originally notified date until the Service Start Date.
- 20.12 Where the Order for a Service is changed at Customer's request, then the Service Provisioning Service Level will not apply unless a new feasibility assessment is conducted and Telstra advises Customer of a new Firm Delivery Date. Customer acknowledges that Exclusion Events that would apply to this Service Level include but are not limited to: delays caused by Customer's unavailability upon the Firm Delivery Date, Customer's providing incomplete or inaccurate information on the Order, or Customer changing

information on the Order.

- 20.13 Customer may terminate the Service on 5 days' notice if 2 months have passed since the original Firm Delivery Date, and the Service Start Date has not yet occurred, other than as a result of an Exclusion Event and through no fault of Customer. In any such case, Customer shall not be liable for any Early Termination Fees, provided that Customer shall be required to reimburse Telstra for any out-of-pocket expenses associated with the termination of any included Local Access or any Non-Telstra Circuits, and any Credits that have accrued under clause 20.9 may be applied by Customer toward the purchase of any Satellite Telehousing Service within three months from the date of termination.

Power Availability Service Level

- 20.14 On and from the relevant Service Start Date, Telstra will endeavour to provide availability of the Power Service so that AC power is available to the Telehousing Space 100% of the time (**Power Availability Target**).
- 20.15 If in any Month, the cumulative duration of outages to the AC power supply to the Telehousing Space is between 1 second and 59 minutes 59 seconds (subject to sub-clause 20.17), other than as a result of an Exclusion Event, Customer may claim a Credit equal to 50% of the monthly recurring charge for the Telehousing Space.
- 20.16 If in any Month, the cumulative duration of outages to the AC power supply to the Telehousing Space exceeds one (1) hour (subject to sub-clause 20.17), other than as a result of an Exclusion Event, Customer may claim a Credit equal to 100% of the monthly recurring charge for the Telehousing Space.
- 20.17 The Credit in any month for Telehousing Space will not exceed 100% of the relevant monthly recurring charge for the Telehousing Space.

Services Availability

- 20.18 Telstra has personnel available for duty in the following categories:
- (a) Operations – 24 hours/day 7 days/week for first-in response/maintenance.
 - (b) Maintenance – normal hours, Monday to Friday, for routine maintenance activities.
 - (c) Technical Specialists – normal hours, Monday to Friday, and available on call out at any other time.

Exclusions

- 20.19 The following Exclusion Events apply in addition to those set out in the Agreement Terms:
- (a) suspension of the Service in accordance with the Agreement;
 - (a) any interruption of the Service agreed by Telstra and Customer;
 - (b) in respect of Power Unavailability, if the Power Service is supplied by means of dual Power Feeds to the cabinet of the Telehousing Space, Power Unavailability shall only be deemed to have occurred if and when there is a simultaneous interruption of both of the dual Power Feeds; and
 - (c) Customer's failure to comply with and observe Telstra's policies and procedures, or service guides or unavailability of relevant personnel at times necessary for testing or connection.

21 Definitions

- 21.1 For the purposes of this Service Schedule:

Affiliate means an entity controlled by, controlling, or under common control with a party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract, or otherwise.

Basic Operational Support Service has the meaning attributed to that term under clause 2.6(b).

Business Day means a day other than a Saturday or Sunday on which the banks are open for general banking business in the place where the relevant Satellite Teleport is located.

Business Hours means 9am to 5pm on a Business Day in the place where the relevant Satellite Teleport is located.

Charges Section means the section of the Order setting out the Charges applicable to the Satellite Telehousing Service.

Concierge Services include Basic Remote Hands Service and Customer Equipment Receipt and Temporary Storage Service.

Cross-connect means an interconnection that exits the Telehousing Space (including interconnections that use the Satellite Teleport environment as a carrier, such as wireless and infrared connections) which is used by Customer to connect Customer Equipment to:

- (a) the network termination point of a domestic network located within the Satellite Teleport or within the Satellite Earth Station;
- (b) Customer Equipment located elsewhere within the Satellite Teleport;
- (c) equipment or facilities of other parties located within the Satellite Teleport; or
- (d) the interface point within the Satellite Teleport for the relevant Services supplied by Telstra.

Customer Authorized Representative means a person authorized by Telstra to access the Customer Telehousing Space.

Customer Cross-connect means an interconnection that runs between:

- (a) Customer Equipment located within the same Rack Space in the Telehousing Space; or
- (b) consecutive Rack Spaces that are in the same cabinet row and which are supplied to Customer; or
- (c) Customer Racks that are within the same Floor Space within Telehousing Space which is wholly supplied to Customer.

Customer Equipment means for Customer, all hardware, software and consumables owned and operated by Customer, or Customer's customers, Affiliates, or service providers, and which are housed in the Telehousing Space.

Customer Equipment Receipt and Temporary Storage Service has the meaning attributed to that term under clause 2.6(a).

Customer Telehousing Space / Telehousing Space means the space within the Satellite Teleport designated by Telstra for Customer to install and operate Customer Equipment, more particularly described in the Order.

Day means a calendar day.

Environmental Services means air-conditioning, climate control and fire protection services provided by Telstra in relation to the Telehousing Space.

Floor Space is defined in clause 2.3.

Initial Period is defined in clause 4.4.

Installation Charge means the one-time Charge payable to set up the Satellite Telehousing Service, as specified in the Charges Section of the Order.

Managed Equipment Installation Service has the meaning given in clause 2.8 of this Service

Schedule.

Month means a period of time covered by an invoice.

Non-Telstra Circuit means a circuit on a third party network, including a Local Circuit or network or an international distant end half circuit, which is or is to be connected to the Telstra Network, including Satellite Capacity.

Perth Satellite Teleport means Telstra's satellite earth station complex at Gnangara, Perth in Western Australia, through which international telecommunications traffic is processed for transmission to and reception from satellites.

Power Feed means an electrical power cable between the nearest local power distribution point for the power system of the Satellite Teleport to the cabinet where the Customer Equipment is located.

Power Service means the Power Feed(s) provided by Telstra to Customer Equipment together with the associated electricity consumption of the Customer Equipment through the Power Feed(s), unless otherwise specified in the Order.

Power Unavailability means interruption to the Power Service provided to cabinet(s) in the Telehousing Space.

Provisioning Fault means the failure of the Service to meet the specifications set out in the relevant Order.

Rack Space is defined in clause 2.3.

Satellite Capacity means the transponder capacity onboard a satellite acquired by Customer from a Third Party Operator or supplied to Customer by Telstra for the support of the Service.

Satellite Telehousing Service means the provision of the Telehousing Space, and may include the Concierge Services, Cross-connects, Power Service, Managed Equipment Installation Service, and any other ancillary support services as specified in the Order.

Satellite Teleport means any of the Perth, Stanley or Sydney Satellite Teleports.

Service means the Satellite Telehousing Service provided by Telstra pursuant to this Service Schedule and the Order.

Service Start Date is defined in clause 4.3.

Stanley Satellite Teleport means Telstra's satellite earth station complex at Stanley on Hong Kong Island, through which international telecommunications traffic is processed for transmission to and reception from satellites.

Sydney Satellite Teleport means Telstra's satellite earth station complex at Oxford Falls, Sydney in New South Wales, Australia, through which international telecommunications traffic is processed for transmission to and reception from satellites.

Telehousing Space means Rack Space and Floor Space.

Telstra Network means the network operated by Telstra between Telstra's points of presence.

Telstra-Supplied Racks means racks or cabinets supplied and installed by Telstra for housing Customer Equipment in the Telehousing Space.

Third Party Operator means a telecommunications operator other than Telstra.