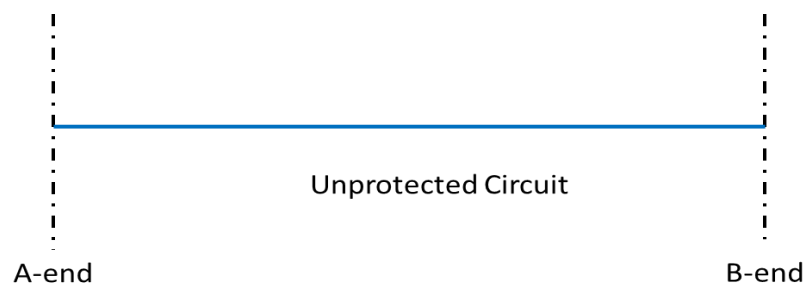


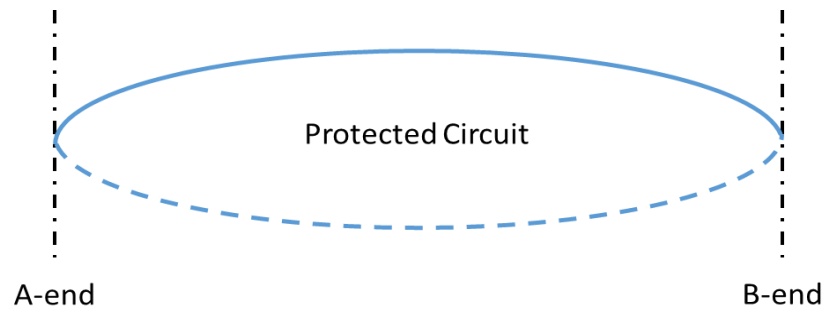
The following terms and conditions set out in this Service Schedule will apply to the provision of Terrestrial and Submarine Capacity Service to the Customer as set out in a Service Order by Supplier.

## 1. SERVICE DESCRIPTION

- 1.1. The Capacity Service provides the Customer with a dedicated high-speed Circuit between two points, e.g. datacentres, cable landing stations, terrestrial borders.
- 1.2. The Capacity Service is provided between the Service Demarcation:  
“**A End**” means starting point of Supplier’s terrestrial capacity within an agreed datacenter, cable landing station or terrestrial border as detailed in the Service Order.  
“**B End**” means distant end of Supplier’s terrestrial capacity within an agreed datacenter, cable landing station or terrestrial border as detailed in the Service Order.
- 1.3. Terrestrial Capacity is provisioned as Unprotected or Protected.
- 1.4. Submarine Capacity is provisioned as Unprotected.
- 1.5. Submarine Capacity Service will exclude the Cable Landing Station cross-connect.
- 1.6. Submarine Capacity Service will be provided by Supplier between two cable landing station within the same submarine cable system.
- 1.7. **Unprotected:** The circuit comprises a connection between the A-end and B-end which is provisioned as non-redundant. In the event of a cut in the fibre or a fault causing a loss of service, the telecommunication traffic passing over the relevant circuit cannot be re-routed, and the Service will become Unavailable.



- 1.8. **Protected:** The circuit comprises a connection between the A-end and B-end which is provisioned as fully redundant. In the event of a cut in the fibre or a fault causing a loss of service, the telecommunication traffic passing over the relevant circuit will be re-routed and the Service will remain Available.



## 2. SERVICE PARAMETERS

- 2.1. The bandwidth allocation will be specified in the Service Order. The following bandwidth allocations are currently available for the Terrestrial Capacity Service;

Bandwidth	Interface
STM1	1000BaseSX – LC (802.3z)
STM4	1000BaseLX – LC (802.3z)
1GE	
STM16	
STM64	
10GE	

- 2.2. The following bandwidth allocations and Interfaces are currently available for the Submarine Capacity Service;

Bandwidth	Interface
STM1, STM4, STM16	G958 (LC - Optical)
STM64 / 10G	



### 3. SERVICE CREDITS

3.1. Subject to clause 3.5 of this SLA, Supplier will provide the Customer with Service Credits, as set out below, for failure to meet the following targets:

3.1.1.1. Target Service Commencement Date; and

3.1.1.2. Service Availability.

3.2. Target Service Commencement Date

3.2.1.1. Supplier will provide a Target Service Commencement Date for the installation of the Service(s) specified in a Service Order. Subject to clause 3.5 of this SLA, the Customer will be entitled to a Service Credit if the Target Service Commencement Date is not met, which will be calculated as set out in Table 3.2.1 below:

**Table 3.2.1**

Number of full Working Days by which the Service Commencement Date exceeds the Target Service Commencement Date	Service Credits of affected Service:
1 - 15 days	\$0
16- 30 days	\$500
More than 30 days	\$1,000

3.2.1.2. If only part of a Service Order is delayed, valid Service Credits will be payable only in respect of the Services that are not delivered by the Target Service Commencement Date.



### 3.3. Service Availability

The following equation will be used to calculate Service Availability. References to hours are to the number of hours (rounded up to nearest hour) in the applicable Quarterly Review Period:

$$\frac{\text{(TOTAL HOURS – TOTAL HOURS UNAVAILABLE)}}{\text{TOTAL HOURS}} \times 100$$

3.3.1.1. Supplier will use reasonable commercial efforts to ensure that all Unprotected Circuits provided wholly On-net are Available for at least 99.5% of the time in each Quarterly Review Period following the Service Commencement Date.

3.3.1.2. Subject to clause 3.5 of this SLA, where Service Availability falls below the Service Availability levels set out in Table 3.3.3 below during any Quarterly Review Period, the Customer will be entitled to Service Credits on 1 x Monthly Charge (MRC) as follows:

**Table 3.3.3**

<b>Service Availability (during Quarterly period)</b>	<b>Service Credits for On-net (as % of 1x Monthly Charge)</b>
99.5% or greater	0%
99.4% to 99.0%	10%
98.9% to 98.0%	20%
97.9% to 95.0%	30%
94.9% to 90.0%	40%
89.9% or less	50%

## 3.4. Calculation of Service Credits

- 3.4.1.1. Where a Quarterly Review Period of applicable Service Credits incorporates part of a month, any Service Credit will apply to a pro-rated Monthly Charge.
- 3.4.1.2. Service Credits will be calculated monthly, aggregated and credited towards the total of the Charges in the Customer's next monthly invoice.
- 3.4.1.3. If a Service is cancelled during any monthly period, no Service Credit will be payable to the Customer in respect of that Service for that monthly period, unless the Service is cancelled as a result of termination of the Agreement by the Customer in accordance with, and subject to, clause 22 (Termination) of the Agreement.
- 3.4.1.4. The Customer must claim any Service Credit in writing within 21 Working Days of the date on which the Customer could reasonably be expected to become aware of a failure by Supplier to meet the targets specified in clauses 3.2 and 3.3 of this SLA. The Customer shall not be entitled to any Service Credits in respect of a claim unless and until Supplier has received notice of the claim in writing. Should Supplier require additional information from the Customer, the Customer shall not be able to claim any Service Credits until Supplier has received all information it reasonably requests.

## 3.5. Exclusions from payment of Service Credits

- 3.5.1.1. Service Credits will not be payable by Supplier to the Customer in relation to the Target Service Commencement Date or the Service Availability for faults or disruptions to the Service caused by any of the following:
  - 3.5.1.2. the fault or negligence of the Customer, its employees, agents or contractors;
  - 3.5.1.3. the Customer failing to comply with this Agreement;
  - 3.5.1.4. a fault in, or any other problem associated with, equipment connected on the Customer's side of the Supplier Network Termination Point;
  - 3.5.1.5. any event described as a Force Majeure event in the Agreement;
  - 3.5.1.6. a failure by the Customer to give Supplier access to any equipment related to the provision of the Service after being requested to do so by Supplier for the purposes of investigating and rectifying any fault; or maintenance during any Planned Outage, except where such Planned Outage exceeds or causes the aggregate time for each Planned Outage during a monthly period to exceed 8 hours.