

RESTORATION PROCEDURES

1. ABOUT THIS DOCUMENT

- 1.1 This document sets out the procedures and principles that apply to restoration and discontinuance of *Optus Satellite Services* where one or more *Optus Satellite Services* fails to meet its or their *Key Performance Indicators*. For these purposes, the *System* is regarded as a single system of *Transponders* carried on several *Satellites* at nominated orbit locations, it being recognised that some *Optus Satellite Services* have requirements that can only be met using the particular characteristics of certain *Transponders*.
- 1.2 The meaning of the words *printed like this* is set out at the end of this document, the *Service Description* for the relevant *Service* or in the *General Terms*. If a definition in this document is inconsistent with a definition in the *Service Description* for the relevant *Service* or in the *General Terms*, the definition in this document applies.

2. PRIORITY BETWEEN OPTUS SATELLITE SERVICES

- 2.1 Each *Optus Satellite Service*:

- (a) is designated as either a *Level 1 Service* or a *Level 2 Service*; and
- (b) has a *Priority Date*,

which together will be used in accordance with this document to determine how *Optus Satellite Services* which fail to meet their *Key Performance Indicators* will be restored.

- 2.2 If two or more *Level 1 Services* or *Level 2 Services* have the same *Priority Date*, Optus will determine (in its absolute discretion) the priority as between those *Optus Satellite Services*.

3. SERVICE RESTORATION

- 3.1 If one or more *Optus Satellite Service* fails to meet its or their *Key Performance Indicators* (each an ***Affected Service***) other than during any period in which *Maintenance* is being conducted then, subject to any limitations set out in the *Service Description*:

- (a) Optus must analyse and attempt to determine the cause of the failure;
- (b) once Optus has determined the cause of the failure, Optus must use reasonable endeavours to restore that *Affected Service* and (if Optus is unable to do so through the use of redundant equipment) in accordance with the following principles:
 - (i) *Optus Satellite Services* which can be restored will be restored on *Transponders* which Optus determines have suitable characteristics (which include considerations such as whether they have the same frequency, the same orbital slot and/or same polarity);
 - (ii) where practicable, Optus will aim to restore an *Affected Service* on a *Transponder*:
 - (A) at the same orbit location as the *Transponder* on which the *Affected Service* was previously provided; and
 - (B) with suitable characteristics as determined by Optus,

and in determining whether a *Transponder* has suitable characteristics (which include considerations such as whether they have the same frequency, the same orbital slot and/or same polarity), Optus may have regard to its contractual obligations relating to *Optus Satellite Services* which are or may be carried on that *Transponder*;

- (iii) *Level 1 Services* which are *Affected Services* (***Affected Level 1 Services***) will be restored in preference to *Level 2 Services* which are *Affected Services* (***Affected Level 2 Services***) and *Occasional Services*;
- (iv) no operational *Level 1 Service* will be discontinued (other than as contemplated by clause 3.2) to restore any *Affected Service*;
- (v) *Affected Level 1 Services* will be restored through the use of any spare *Transponder* capacity until that capacity is exhausted and then through the direct or indirect displacement of *Level 2 Services* based on reverse *Priority Date Order*;
- (vi) if there is insufficient *Transponder* capacity to restore all *Affected Level 1 Services* in accordance with paragraph (v) above, *Affected Level 1 Services* will be discontinued based on reverse *Priority Date Order*;
- (vii) no operational *Level 2 Service* will be discontinued (other than as contemplated by paragraph 3.2) to restore any *Affected Level 2 Service* (except where that is the ultimate result of the restoration of an *Affected Level 1 Service*);
- (viii) if any *Transponder* capacity remains available after the restoration of *Affected Level 1 Services* as contemplated by paragraph (v) above, *Affected Level 2 Services* will be restored through the use of any spare *Transponder* capacity until that capacity is exhausted;
- (ix) if there is insufficient *Transponder* capacity to restore all *Affected Level 2 Services* in accordance with paragraph (viii), *Affected Level 2 Services* will be discontinued based on reverse *Priority Date Order*;
- (x) where uplink services are provided in connection with *Affected Services*, the same restoration principles as set out in this clause 3.1(b) will apply to those uplink services; and
- (xi) Optus may discontinue any *Occasional Service* if necessary to restore any *Affected Level 1 Service* or *Affected Level 2 Service*, and for the purpose of this clause 3.1, Optus may treat capacity occupied by an *Occasional Service* as spare *Transponder* capacity.

3.2 Optus will endeavour to minimise disruption to *Optus Satellite Services* during any restoration activity contemplated by clause 3.1(b), but the recipient of the relevant *Optus Satellite Service* acknowledges that:

- (a) intermediate steps may need to be taken by Optus in the course of implementing the principles referred to in clause 3.1(b);
- (b) temporary interruption to the *Service* may arise;
- (c) restoration action will be taken in the order which Optus determines is the most operationally efficient;

- (d) the principles described in clause 3.1(b) reflect outcomes and do not require Optus to take restoration action in any particular order;
- (e) Optus may, without penalty, discontinue the *Service* in accordance with the principles described in clause 3.1(b), subject to any *Service Credits* that may be due in accordance with the *Service Description*; and
- (f) Optus may need:
 - (i) to modify or vary the frequency of one or more *Optus Satellite Service*;
 - (ii) to relocate one or more *Optus Satellite Services* to another part of the same *Transponder*;
 - (iii) to relocate one or more *Optus Satellite Services* to another *Transponder* (whether or not on the same *Satellite* and, in the case of a different *Satellite*, whether or not that *Satellite* is in the same orbit location as the original *Satellite*);
 - (iv) to remove a *Satellite* from the *System*;
 - (v) to relocate a *Satellite* from one orbit location to another;
 - (vi) to vary the orbit characteristics of a *Satellite*;
 - (vii) to replace a *Satellite*; or
 - (viii) to introduce *New Technology*.

3.3 Despite anything in clause 3.1:

- (a) Optus will not be required to use or acquire additional *Transponder* capacity on a satellite other than a *Satellite* in order to restore any *Affected Service*; and
- (b) Optus will not be obliged to restore any *Optus Satellite Service* where failure to meet *Key Performance Indicators* is a result of the failure or incompatibility of any equipment or facilities that are owned or controlled by the customer, the customer's personnel or third parties with whom the customer shares, or to whom the Customer provides, capacity of all or part of the *Optus Satellite Service* or to whom the customer provides goods or services using all or any part of the *Optus Satellite Service*.

3.4 If a *Service* fails to meet its *Key Performance Indicators*, the customer must comply with any reasonable direction given by Optus which may remedy that failure.

4. WHAT DO WORDS IN THIS DOCUMENT MEAN?

Affected Level 1 Service has the meaning given to that term in clause 3.1(b)(iii).

Affected Level 2 Service has the meaning given to that term in clause 3.1(b)(iii).

Affected Service has the meaning given to that term in clause 3.1.

General Terms means the most current version (from time to time) of the Optus *General Terms* available on the Optus website at www.optus.com.au/standardagreements or on request.

Key Performance Indicators means the key performance indicators, service levels or other

performance measures for an *Optus Satellite Service* agreed between Optus and the recipient of the relevant *Optus Satellite Service*.

Level 1 Service means:

- (a) a service for which the service priority level specified in the Application or Service Description (as applicable) is 'level 1'; and
- (b) any *Optus Satellite Service* for which the service priority level is 'level 1' or its equivalent.

Level 2 Service means:

- (a) a service for which the service priority level specified in the Application or Service Description (as applicable) is 'level 2'; and
- (b) any *Optus Satellite Service*, which is not a *Level 1 Service*.

Maintenance means tests, adjustments or modifications to or in relation to any *Satellite Component* as may be necessary or convenient from time to time to maintain the *System* in efficient working order.

New Technology means any technology having application or potential application to the provision of one or more *Services* which is not at the relevant time used by Optus in relation to the provision of the *Services*.

Occasional Service means an occasional, part-time or other *Service* provided via *Satellite* which is not specified as a *Level 1 Service* or a *Level 2 Service*.

Optus Satellite Service means the *Service* and any other service provided via *Satellite* by Optus to a customer other than an *Occasional Service*.

Priority Date means the priority date of an *Optus Satellite Service* as specified in, or computed in accordance with, any applicable agreement.

Priority Date Order means the chronological order of the *Priority Dates*.

Satellite means a space satellite designed and procured for operation and use by Optus from time to time and used for the provision of the *Services*.

Satellite Component means any one or more of, or any part or combination of, the following:

- (a) a *Satellite*;
- (b) a *Transponder*;
- (c) Optus' telemetry, tracking and control system;
- (d) Optus' *Satellite* uplink equipment; and
- (e) any other equipment or systems used by Optus in the transmission or management of signals to or via a *Satellite*.

Service Credits means the *Service Credits* (referred to as service rebates in the *General Terms*) specified in the *Service Description*.

System means the system by which Optus provides the *Service* and includes the *Satellite Component*.

Transponder means that part of a *Satellite* which is capable of receiving, amplifying, translating and re-transmitting telecommunications traffic, other than such a part which is not owned or leased by Optus or another subsidiary of SingTel Optus Pty Limited (ACN 052 833 208).