

## DARK FIBRE SERVICE SCHEDULE

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning given in the Standard Terms and Conditions.

**Circuits** means the dark fibre circuit(s) (including an agreed number of Cores) as configured and described in the Dark Fibre Service Order, in each case starting at the Vocus fibre termination panel at the first End Point on the Circuit and ending at the Vocus fibre termination panel at the second End Point on the Circuit, as described in the relevant Dark Fibre Service Order.

**Core** means a single optical fibre that is contained within a larger cable comprising multiple cores. A Core may be a single continuous length of optic fibre or a series of segmented lengths of optic fibres that have been joined, spliced, or connected.

**Customer** means the Customer, or as set out in the signing page and includes references to "You" and "Your".

**Customer Equipment** means any hardware, software, equipment, systems and cabling provided by You.

**Dark Fibre** means telecommunications dark fibre links between the End Points to provide the Circuits as specified in a relevant Dark Fibre Service Order.

**Dark Fibre Acceptance Date** means the date when Vocus notifies the Customer the Dark Fibre Services have been acceptance tested and are operational, as specified in under clause 4.2, or the date the Customer begins using the Dark Fibre, whichever is earlier.

**End Point** means the point where a Circuit joins a Vocus fibre termination panel, as specified in a Dark Fibre Service Order.

**Service Levels** means the service levels specified in Appendix 1 of this Service Schedule.

**Services** means the services provided under this Service Schedule or a relevant Service Order.

**Standard Terms and Conditions** means the Standard Terms and Conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available on the Vocus website at [www.vocus.com.au/legal](http://www.vocus.com.au/legal).

**Vocus** means Vocus Pty Ltd and includes references to "We", "Our" and "Us".

**Vocus Equipment** means any equipment owned by Vocus and/or provided by Vocus to You for use in connection with the Services, other than equipment supplied by Vocus to You by outright sale.

**Term** means the term of this Service Schedule, commencing on the date of execution and ending on the date it is terminated in accordance with its terms.

**Work** means the work required to be performed by Vocus to enable the provision of the Services and includes any arrangements made with any other Supplier in relation to the provision of the Services.

## **2. DARK FIBRE SERVICES**

### **2.1 Parties**

This Schedule applies between Vocus and the Customer in relation to the supply of the Services.

### **2.2 Supply of Services**

- (a) Vocus must provide the Dark Fibre Services to You on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on You.
- (b) You must use the Dark Fibre Services in accordance with this Service Schedule and all applicable laws.

### **2.3 Exclusive Licence**

Vocus grants to the Customer an exclusive licence to use the Circuits, subject to the terms of this Service Schedule, the Standard Terms and Conditions and any relevant Service Order.

### **2.4 Allocation of Cores**

Vocus may allocate the Cores to be used in the Circuits in its sole and absolute discretion and may modify, substitute or replace the Cores as reasonably necessary upon reasonable advance notice to the Customer, provided that the standard of service is not materially reduced.

### **2.5 Vocus reservations**

Vocus reserves to itself the right to:

- (a) access and use for its own purposes, and for the provision of services to other customers, Cores within Vocus' cable that are not used in the Circuits;
- (b) grant additional licences to other customers for the use of Cores within Vocus' cable that are not used in the Circuits; and
- (c) exercise or grant any other rights not inconsistent with the rights granted under this Service Schedule to You.

### **2.6 Relocation**

Vocus may, on 30 days' written notice to You, relocate the Circuit and must use reasonable endeavours during the relocation to minimise any disruption to, or non-availability of, the Services to You.

### **2.7 Termination for excess build costs**

Vocus may terminate this Service Schedule or any Service Order if Vocus in its absolute discretion determines that the cost of building the Dark Fibre Services agreed to be provided are uneconomic, or otherwise materially different from the cost anticipated prior to the Service

Schedule or Service Order being signed. If Vocus terminates this Service Schedule or a Service Order under this clause, Vocus may not charge You for any unexpired part of any Initial Period specified in the Service Order. This clause supersedes clause 5 of the Standard Terms and Conditions.

## **2.8 Service availability to business customers**

- (a) *The Telecommunication Act 1979 (Act)* (NBN Anti-Cherry Picking provisions) prevents Vocus from providing certain services to small businesses with less than 15 employees. An exception applies where the small business is also a carrier or carriage service provider as defined in the Act. By agreeing to accept the service, the Customer represents and warrants to Vocus that either:
  - (A) it has more than 15 employees; or
  - (B) it is a carrier or carriage service provider, as defined in the Act.
- (b) If the Customer's number of employees falls to less than 15 at any time during the provision of the service, the Customer must notify Vocus in writing. In that event, if the Customer is not then a carrier or carriage service provider, Vocus will use its reasonable endeavours to transfer the service to a preferred wholesale supplier for the remainder of the term. If the customer does not accept the proposed transfer or Vocus is unable to source an appropriate wholesale supplier, the service will terminate and termination fees may be payable.

## **3. SERVICE CHARGES AND PAYMENT**

### **3.1 Service Charges**

The Charges payable by You for the Services are payable in accordance with the Standard Terms and Conditions, this clause 3 and as set out as in any relevant Service Order.

### **3.2 Payment of Charges**

Notwithstanding any other provision in this Service Schedule, the Standard Terms and Conditions or a Services Order, Vocus may commence billing for the Dark Fibre Services on the Dark Fibre Acceptance Date.

## **4. SERVICE DELIVERY AND ACCEPTANCE**

### **4.1 Installation**

Vocus must use reasonable endeavours to install the Dark Fibre within the times specified in the Service Order. Completion times are approximate only, and Vocus is not liable for any failure to complete within the time frame specified or other delay howsoever caused (including delays in obtaining access to any property or premises) and time for installation is not of the essence in this agreement.

**4.2 Acceptance testing**

Following installation, the Dark Fibre must perform in accordance with the standards set out in Annexure 2. Vocus must submit the Dark Fibre to standard acceptance testing and notify the Customer that the Dark Fibre meets the required standards.

**5. SET-UP AND INSTALLATION**

**5.1 Performance of Work**

- (a) Upon Vocus' request, You must provide the items (if any) specified in a Service Order to Vocus on or before the date set out in that Service Order.
- (b) Provided You have complied with paragraph 5.1(a), Vocus must carry out the Work in accordance with the Service Order.
- (c) You acknowledge that the quoted charge for carrying out the Work is based on the information that You have provided to Vocus. If any of that information is inaccurate You will pay Vocus an amount equivalent to any additional reasonable costs and expenses incurred by Vocus.
- (d) Vocus is not liable for any delay in performing the Work where such delay is due to the information provided by You to Vocus being inaccurate or the acts or omissions of You or any other person (other than an agent or employee of Vocus).

**5.2 No Lease or Licence**

Except as expressly stated in this Service Schedule, neither this Service Schedule nor any Service Order grants You any property rights in, or licence to occupy, any part of any Vocus property or premises, including the Cables.

**6. FAULT REPORTING, RESPONSE AND RESTORATION TIMES**

- 6.1. Before reporting a fault to Vocus, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the customer's administrative domain.
- 6.2. Customers who rely on Vocus supplied Customer Premise Equipment (**CPE**) must specifically ensure that the Vocus CPE is receiving power and cooling as required to be operational.
- 6.3. As soon as the Customer has confirmed the fault is related to the Service supplied by Vocus, that fault must be reported to Vocus by means of the B2B interface or email or telephone call and a trouble ticket opened.
- 6.4. Vocus will respond to faults as per the following table:

Fault Level (Priority)	Target Response to Fault Logged via Email	Target Response to Fault Logged via Phone
P1 Fault (Service Down)	-	30 mins

P2 Fault (Service Significantly Impaired)	12 hours	4 hours
P3 Fault (Minor Issue)	24 hours	24 hours

6.5. Vocus will use its best efforts to restore a Service within the times as per the following table:

Site Location	Vocus Target Restoration Time	
	Business Hours	Outside Business Hours
Adelaide, Brisbane, Melbourne, Perth, Sydney	4 hours	8 hours
All other Australian locations	8 hours	12 hours

6.6. Vocus does not guarantee that a Service will be restored within the times specified above however will use all reasonable efforts to restore a Service within the times specified.

6.7. The Vocus Target Restoration Time commences:

- a) After the fault has been notified to Vocus and Vocus has opened a trouble ticket; and
- b) Once the fault has been categorised by Vocus as a P1 Fault.

6.8. The Vocus Target Restoration Time does not apply where:

- a) The fault is not a P1 Fault;
- b) The Site Location is outside the metropolitan area of the listed city;
- c) The Service is provided using a third party transmission service. The Target Restoration Time for a service delivered in whole or in part using a third party transmission service is the Vocus Target Restoration Time plus any target or estimated restoration time of the third party service;
- d) Vocus is prevented access to the Service, including any Vocus Equipment;
- e) Vocus diagnoses the fault as not with the Service; or
- f) The fault is due to a Force Majeure Event.

## 7. SCHEDULED MAINTENANCE

7.1. Vocus requires from time to time the ability to perform maintenance on the network. Vocus must give notice via email to the technical and administrative contact listed on the Ethernet Service Order as follows:

Category	Notice Period	Duration	Period
Consultative	As agreed by parties	As agreed by parties	As agreed by parties
Planned Major	10 Business Days	< 60 mins	1am – 5am (AEST)

Planned Minor	5 Business Days	< 15 mins	1am – 5am (AEST)
Unplanned Minor	24 Hours	< 5 min	1am – 5am (AEST)
Emergency	As long as reasonably practicable	As short as reasonably practicable	-

**8. VOCUS EQUIPMENT**

**8.1 Use of Vocus Equipment**

Where Vocus provides You with or allows the use of any of Vocus Equipment:

- (a) You must use Vocus Equipment in accordance with agreed procedures and any directions of Vocus notified to You from time to time;
- (b) You must ensure that the Vocus Equipment is not damaged and remains in good condition;
- (c) You must notify Vocus promptly on becoming aware of any damage to or malfunction of the Vocus Equipment or that any Vocus Equipment requires maintenance of any kind; and
- (d) You acknowledge that Vocus may, subject to giving reasonable notice and at Vocus' cost, change, modify, replace or remove the Vocus Equipment in our absolute discretion, provided such change, modification, replacement or removal does not adversely affect Vocus' provision of the Services to You or Your ability to conduct Your business.
- (e) Unless You subsequently purchase that Vocus Equipment, the Vocus Equipment always remains the property of Vocus;
- (f) You will not enter into any agreement for the transfer, sale, mortgage, granting of any security interest or other dealing in connection with the Vocus Equipment;
- (g) You will not, without Vocus' prior written consent, remove any of Vocus Equipment from the Location;
- (h) You will not, without Vocus' prior written consent, remove or obscure any identification marks on the Vocus Equipment;
- (i) You bear the risk of loss or damage to any Vocus Equipment which you use or provide access to during the Term or while it is, or should be in Your possession and/or control (except as a result of a negligent act or omission of Vocus or our employees or agents) and You indemnify Vocus in respect of any such loss or damage.

**9. DUTIES OF VOCUS**

**9.1 General obligations**

Vocus must:

- (a) provide You with reasonable information and assistance in relation to the Services or on such terms as the parties may agree from time to time; and

- (b) provide You with copies of, and the updates to, any documentation which materially affects the Services.

## **9.2 Maintenance of Vocus Network**

Vocus must give You as much prior notice as is reasonably possible in the circumstances:

- (a) of Vocus' ordinary maintenance windows (i.e. planned maintenance);
- (b) of any maintenance of the Vocus network which is to be conducted outside Vocus' ordinary maintenance windows (i.e. unplanned maintenance);
- (c) if there is any change to the Vocus network which is likely to cause degradation to the Services; and
- (d) any other maintenance of the Vocus network which may adversely affect You.

## **10. NO ON-SALE**

### **10.1 No on sale**

You must not resell transmission capacity (whether it is VLAN's, wavelengths, ethernet, etc) using the Dark Fibre referred to in this Service Schedule or a Service Order in order to connect the two data centre locations where the End Points of that Dark Fibre are located.

### **10.2 Exclusions**

Notwithstanding clause 10.1, You may:

- (a) use the Dark Fibre for connectivity within Your own network;
- (b) resell transmission capacity using the Dark Fibre as part of a customer solution bundled with additional Customer products; or
- (c) resell the whole of the Dark Fibre capacity purchased under a Service Order to a single corporate customer.

## **11. SUPERIOR RIGHTS**

The agreement between Vocus and the Customer (including the Standard Terms and Conditions, Services Schedule and any Service Order) is subject to the terms of any underlying facilities access agreement, leases or licence or any other superior right in terms of which Vocus gains access to the ducts and properties through.

## APPENDIX 1 – SERVICE LEVELS

### 1. Service Levels

Vocus must provide the Services in accordance with the following Service Levels:

Service Criteria	Service	Target Service Level
<b>Availability</b>	<p>SA = Uptime / (total Time – Excused Downtime) x 100</p> <p>Where</p> <p>Uptime means the time (in minutes) in a month during which the Service is able to be used by the Customer</p> <p>Total time means the time in minutes in a month</p> <p>Excused Downtime means the time in minutes in a month during which the Service is not available due to any of the following:</p> <ul style="list-style-type: none"> <li>(a) Force Majeure;</li> <li>(b) Failure due to Customer Equipment;</li> <li>(c) Act or omission of Customer;</li> <li>(d) Scheduled Maintenance;</li> <li>(e) Supplier Failure;</li> <li>(f) Permitted suspension by Vocus of the Service.</li> </ul>	<p>99.95% for any single path *</p> <p>99.99% for a Service which consists of multiple paths with complete physical separation</p> <p>*Path means any fibre optic cable route between two distinct sites</p>

### 2. Rebates for Service Level Failure

Where Vocus fails to achieve the Service Levels specified above in any month of the term the Customer is entitled to a refund of the proportion of the applicable fee set out below for that month:

#### Failure of all paths (with complete physical separation)

Service Availability Target Failure	Percentage of monthly service charge credited
Less than 27 seconds pcm	Nil
28 seconds to less than 4 minutes 21 seconds pcm (availability <99.99%)	5%
4 minutes 21 seconds to less than 21 minutes pcm (availability <99.99%)	10%
21 minutes to less than 4 hours pcm (availability <99.95%)	20%
4 hours or more pcm (<99.95% availability)	50%

#### Failure of a single path



Service Availability Target Failure	Percentage of monthly service charge credited
Less than 21 minutes pcm	Nil
21 minutes to less than 4 hours pcm (availability <99.95%)	20%
4 hours or more pcm (<99.95% availability)	50%

**3. Genuine pre-estimate**

The Customer acknowledges and agrees that the Service Rebate represents a genuine and reasonable pre-estimate of the Customer's loss arising from Vocus's failure to perform the Services in accordance with the Service Levels.

**4. Sole remedy**

The Service Rebates specified in this Appendix constitute the full extent of Vocus's liability for any failure to meet agreed Service Levels and the Customer's sole and exclusive remedy for any Service Level failure.

## Annexure 2 – Acceptance Test Standard

### Maximum acceptable Insertion Loss

#### Component Power Loss

Component and wavelength	Maximum Acceptable Insertion Loss
Mated connector @1310 & 1550nm	0.75dB
Splice @ 1310 & 1550 nm	Average of 0.1dB across link with no individual splice >0.15dB
SMF @1310 @1550 nm	0.4dB/km 0.3dB/km

### Cable Specifications

All Vocus Network Cable conforms to ITU-T G.652

Cladding diameter	125.0 ± μm
Cladding non-circularity	2.0%
Core/cladding concentricity error	≤ 0.8 μm
Macrobending loss @1625nm 100 turns, 30 mm radius	0.10 dB
PMDQ	0.5ps/√km