

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) between two End Points as configured and described in the Dark Fibre Service Order.

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

Dark Fibre Services means the provision of 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 a point on a Vocus fibre termination panel located at premises specified in a Dark Fibre Service Order.

End Users means a customer of the Customer.

Standard Terms and Conditions mean 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 <http://www.vocus.com.au/legal-contracts>.

Vocus SLA means Vocus’ service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as amended from time to time.

2. DARK FIBRE SERVICES

2.1 Parties

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

2.2 Supply of Services

Vocus will provide the Dark Fibre Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Dark Fibre Services in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders 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. The Customer acknowledges that the Circuits are isolated from Vocus’ management environment and that the Dark Fibre Service is not managed by Vocus.

2.4 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 Dark Fibre Services to You.

3. SERVICE DELIVERY AND ACCEPTANCE

3.1 Service Delivery

Vocus will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Dark Fibre Service in accordance with the service delivery targets set out in the Vocus SLA.

3.2 Acceptance testing

Vocus must submit the Dark Fibre Service to standard acceptance testing and ensure that the Dark Fibre meets the required standards as set out in Annexure 1 (**Acceptance Testing**). Vocus must notify the customer once Acceptance Testing is complete.

4. EQUIPMENT

4.1 Customer Equipment

The Customer may connect any optical transmission equipment to the Circuits provided the equipment complies with all applicable ACMA standards.

5. NO ON-SALE

5.1 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.

5.2 Exclusions

Notwithstanding clause 5.1, 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.

6. 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 licences or any other superior right in terms of which Vocus gains access to the ducts and properties.

Annexure 1 – 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