

WAVELENGTH SERVICE SCHEDULE

out in clause 2.1 of this Service Schedule.

1 DEFINITIONS

1.1 Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Customer means the customer described in the Service Order and any of its employees, sub-contractors, agents and representatives and includes references to “You” and “Your”.

End Users mean a customer of the Customer.

Protected Service means the Wavelength Service which includes either inter-capital core protection or end-to-end protection as described in clause 2.6.

Relevant Coverage Area means the network owned by Vocus where the necessary infrastructure for delivery of the Wavelength Service exists.

Service Delivery Point means the sites at which Vocus will install Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

Service Interface means the physical interface at the Service Delivery Point by which the Customer connects to the Wavelength Service.

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 at <http://www.vocus.com.au/legal-contracts>.

Unprotected Service means a transmission service between two points whereby a failure in a transmission circuit or equipment on the primary path between the two points would result in a full or partial failure of data transmission.

Vocus Network means any telecommunications network, equipment, or facilities, or cabling owned, controlled or utilised by Vocus.

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

Wavelength Service has the meaning set

2 SERVICE DESCRIPTION

2.1 This Service Schedule applies to wavelength services delivered using:

- (a) Ethernet Service Interfaces (**Etherwave**);
- (b) SDH Service Interfaces (**SDH**);
- (c) Fibre Channel Service Interfaces (**Fibre Channel**); and
- (d) Optical Transport Network Service Interfaces (**OTN**);

(collectively and individually referred to as ‘**Wavelength Service**’). It will apply to the first and any subsequent Service Orders for Wavelength Services executed by the Customer and Vocus.

2.2 Vocus will provide the Wavelength Service 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 Wavelength Services (and, where relevant, will ensure that its End Users use the Wavelength 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 The Wavelength Service is delivered over optical fibre.

2.4 The Wavelength Service is available with the following Service Interfaces although not all Service Interfaces will be available at all locations:

- (a) Etherwave:
 - i 1000BASE-LX
 - ii 10GBASE-LR
 - iii 10GBASE-ER
 - iv 100GBASE-LR4
- (b) SDH:
 - i STM-4-S4.1
 - ii STM-16-S16.1
 - iii STM-64-S64.1
 - iv STM-64-I64.1
 - v STM-64-S64.2

- (c) Fibre Channel:
 - i 100-SM-LC-L
 - ii 200-SM-LC-L
 - iii 400-SM-LC-L
 - iv 800-SM-LC-L
 - v 1200-SM-LL-L
 - (d) OTN:
 - i OTU2/2e: P1I1-2D1
 - ii OTU2/2e: P1S1-2D2b
 - iii OTU4: 4I1-9D1F
 - iv OTU4: 4L1-9C1F
- 2.5 The Wavelength Service is provided, by default, as an Unprotected Service. Vocus may provide, upon request and execution of the relevant Service Order, a Protected Service.
- 2.6 Protected Services may be provided where available and after a feasibility assessment has been completed by Vocus to confirm availability. Pricing for Protected Services is available on request. The Service Order specifies which of the following protection options apply to the Protected Service:
- (a) Inter-capital core protection whereby a failure in the network that connects major national and international nodes of the Vocus Network (**Core Network**) would not result in a full failure of data transmission; or
 - (b) End-to-end protection whereby a failure in the part of the Vocus Network (but excluding Service Interfaces) including the Core Network would not result in a full failure of data transmission.
- 2.7 The Wavelength Service is delivered between location/s and at the bandwidth specified in the Service Order for the Initial Term. The speed of a Wavelength Service is determined by the bandwidth of the Service Interface.
- 2.8 The Wavelength Service is provided over dedicated bandwidth between the two Service Interfaces.
- 2.9 The Wavelength Service offers connections at a range of bandwidths from 620 Mbps to 100 Gbps over optical fibre and is available within the Relevant Coverage Area subject to availability of infrastructure capacity and Service Interfaces.

- 2.10 The Customer is responsible for ensuring the latency between any Customer Equipment connected to the Wavelength Service with Fibre Channel Service Interfaces is within the specifications or limits applicable to that equipment.

3 CONNECTION TO THE SERVICE

- 3.1 Vocus will provide a standards based interface for the Customer to connect to the Vocus network at the nominated Customer Service Delivery Points.

4 SERVICE PROVISION

- 4.1 Vocus will use reasonable endeavours taking into account relevant commercial, economic and operational matters to commence provisioning of the Wavelength Service in accordance with the service delivery targets set out in the Vocus SLA.
- 4.2 Vocus may vary the Wavelength Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

5 SERVICE LEVEL AGREEMENT

- 5.1 Vocus will provide the Service in accordance with the Vocus SLA.

6 EQUIPMENT

Customer Equipment

- 6.1 The Customer is responsible for the configuration, maintenance and correct operation of any Customer Equipment it uses in conjunction with the Wavelength Service and any third party services the Customer uses in conjunction with the Wavelength Service.
- 6.2 Vocus is not liable for faults caused by:
- (a) networking devices used by the Customer to terminate the Wavelength Services; or
 - (b) third parties to Customer Equipment; or
 - (c) other related services consumed by the Customer (e.g services not provided by Vocus).

7 RELOCATIONS

- 7.1 In the event the Customer requires a relocation of the Wavelength Service to a new location, it must give to Vocus a written request in a manner nominated by Vocus.

The Customer acknowledges that not all Wavelength Services can be relocated.

- 7.2 Vocus will respond to the request and advise, in its absolute discretion, the Customer whether the Wavelength Services can be relocated.
- 7.3 In the event the Wavelength Services can be relocated, a once-off fee may apply as well as a change to the monthly recurring fee for the Wavelength Service as a result of the relocation.

8 UPGRADES

- 8.1 The Customer may request that the Wavelength Service be upgraded, being where the existing service is upgraded or enhanced without being replaced by a different type of service.
- 8.2 A once-off upgrade fee and additional monthly fees may apply.