

SERVICE DESCRIPTION

OPTUS LIQUID INFRASTRUCTURE SERVICE

This Service Description forms part of Optus' Standard Form of Agreement pursuant to the Telecommunications Legislation.

1. CONTRACT STRUCTURE

1.1 General Terms

The Optus General Terms set out the standard terms and conditions applicable to the Service and are available on the Optus website at:
<https://www.optus.com.au/content/dam/optus/documents/about-us/legal/OptusOE-GeneralTerms.pdf>

1.2 Service Description

This Service Description for a given product or service comprises the following parts:

- (a) Part 1: Service Family Terms; and
- (b) Part 2: product specific Service Terms.

1.3 Contract Documents

Notwithstanding anything in the General Terms, the Agreement comprises:

- (a) the Service Terms;
- (b) the Service Family Terms;
- (c) the General Terms;
- (d) the Application or Statement of Work, as the case may be;
- (e) the Standard Pricing Table;

together the "**Contract Documents**".

1.4 Interpretation

If there is any inconsistency between the terms of the Contract Documents that form the Agreement, they will be interpreted in accordance with the General Terms. 1.5 The Agreement

- (a) The Optus Liquid Infrastructure Service is supplied by Optus Networks Pty Limited (ABN 92 008 570 330), an Optus Group Company.
- (b) You agree that in purchasing the Service, you have accessed, read and accepted the Contract Documents.

SERVICE FAMILY TERMS

OPTUS LIQUID INFRASTRUCTURE

2. SERVICE FAMILY

2.1 Service Description

The Optus Liquid Infrastructure (OLI) Service is a suite of configurable, software defined IP network-based communications products designed to provide core data communication solutions. It includes Internet, Ethernet wide area networking and managed customer edge device services via the Optus Network. These products are configurable via a Management Portal. The Management Portal provides visibility and control of OLI services. It can simplify and streamline the process of designing, deploying and managing distributed networks, enabling organisations to modernise their network architecture.

3. SERVICE OPTIONS

3.1 Currently available:

- (a) Optus SD Ethernet;
- (b) Optus SD Internet;

each is a “**Service**”.

3.2 Associated Services

- (a) My Business Portal (“**MBP**”)
 - (i) The My Business Portal is used to access the self-service management and service dashboard features available for your Optus Liquid Infrastructure Service (“**Management Portal**”).
 - (ii) The Management Portal can be used to, among other things, view your service dashboard and make changes to your network.
 - (iii) The terms applying to use of the My Business Portal and your Management Portal features are available on login to your portal account.
 - (iv) When you use the Management Portal, the terms above in the URL will apply in addition to these Service Family Terms and the Service Terms.

4. SERVICE FEATURES

4.1 Service Speeds

- (a) Contracted Speed
 - (i) In order to subscribe to an Optus Liquid Infrastructure Service, you must commit to a minimum service speed for the Committed Term. This is sometimes referred to as the Contracted Speed.
 - (ii) You can permanently increase the Contracted Speed during the Committed Term subject to available bandwidth. If you do this, the new speed will become the new Contracted Speed for the remainder of the Committed Term.

- (iii) The Contracted Speed cannot be downgraded during the Committed Term, unless stated otherwise in the Service Terms.

5. SUPPLY, USAGE AND FUNCTIONALITY

5.1 Selecting Service options

- (a) Some Service options can only be provided to you on the basis that you also acquire other Service options. Service options which are prerequisites to other Service options are noted in the Service Terms for that option as '**Related Service Options**'. Information on prerequisite Service options is also contained in the Management Portal, the Application or as advised by Optus when you lodge the request.
- (b) You can request a change to selected Service options in the Management Portal. We will then provide you with the applicable charges for that change. If you accept these charges and any applicable terms and Optus accepts these changes, Optus will implement these changes on your network.
- (c) Some service features may not be available in the Management Portal. In this case you must lodge a service request via the Optus Service Desk.

5.2 Service Provision

- (a) Your Application will contain your selected Service option(s), the charges and any applicable service features and characteristics. The Application may also contain a Target Service Start Date.
- (b) Optus will use reasonable endeavours to achieve the Target Service Start Date relating to Individual Services, set out in your Application, but does not make any warranty, representation or guarantee as to the accuracy of this date. Optus will use all reasonable endeavours to minimise the period of any delay.
- (c) If you add a new Service to an existing Service, you must sign another Application or make a Service Request through Management Portal under clause 5.3 below for a term equal to or greater than the remainder of the Committed Term under the existing Application.
- (d) You may also, with the written consent of Optus, purchase additional service features ancillary to the Service subject to resource availability and, on provision of those additional service features, these Service Family Terms will apply.
- (e) The availability of additional service features for each Service option is dependent on the Service option you select. Each additional service feature will incur a separate charge and must be nominated in your Application or Management Portal request.
- (f) The technical means by which Optus supplies the Service (including any Access Method) will be at Optus' sole discretion.
- (g) Commencement and duration of the Service
 - (i) The Service is available for purchase for the Committed Term.
 - (ii) On expiry of the Committed Term, the Service will be provided to you for successive periods of one (1) month each (i.e. on a monthly rolling basis), based on the charges set out in the Standard Pricing Table until terminated, or otherwise agreed by between us, in accordance with the General Terms.
 - (iii) Unless otherwise specified in the Service Terms, the Service Start Date for Optus Liquid Infrastructure services is the date that the NTU for each service is delivered and installed on your Premises (as applicable).

5.3 Service Implementation

- (a) Optus may change the Access Method at any time without adjusting the charges. Optus will endeavour to provide you with an equivalent Access Method however different service and performance levels may apply once transitioned to an alternate Access Method.
- (b) You acknowledge and agree that in order to deliver or transition the Services:
 - (i) Optus and approved third parties may require access to your Premises.
 - (ii) Optus may need to install such equipment and cabling in your Premises as Optus considers necessary to provide the Service. If you do not own the Premises where the physical equipment is to be installed, you warrant that you have notified the owner/building manager and obtained all necessary permissions at your cost to enable Optus to install such equipment and cabling.
 - (iii) You must make available all appropriate resources and Premises in a timely manner to enable the installation of any physical equipment and user acceptance testing of the Service.
 - (iv) You acknowledge that installation times will vary according to the requirements of the relevant Premises and availability of on-premises equipment or carriage services (as applicable).
 - (v) an Excluded Outage may occur.
 - (vi) if Optus determines that the installation is non-standard, Optus may charge you an additional fee to install the Service ('Non-Standard Installation Charge') to reflect any additional charges incurred as a result of the non-standard installation (as set out in the Standard Pricing Table).
- (c) If service provisioning is delayed due to your failure to take all reasonable steps in supporting the installation process (including any in-building cabling required from You to support the Service) or your failure to provide all requested information, Optus may, at its option:
 - (i) withdraw its acceptance of your Application and cancel your Service without liability; or
 - (ii) commence charging for the Service from the intended Service Start Date set out in the Application.
- (d) Ownership of all Network Termination Units (NTUs) will remain with Optus at all times.
- (e) You assume and will bear the risk of any loss, theft, damage and destruction to a NTU or any other Optus equipment on your Premises or under your care, custody and control from any and every cause. You must:
 - (i) ensure that the equipment is kept and operated within the environmental conditions specified by Optus and/or the manufacturer and in accordance with applicable Product documentation;
 - (ii) keep the equipment in good condition;
 - (iii) not move the equipment to a location other than the location to which it was delivered and installed, except with the prior written consent of Optus;
 - (iv) not change, deface, obscure or remove any label or markings attached to the equipment, except with the prior written consent of Optus;

- (v) promptly notify Optus in writing of any damage to, or loss, theft or destruction of the equipment; and
- (vi) indemnify Optus for any and all costs and expenses incurred by Optus in making good or replacing the damaged, lost, stolen or destroyed equipment. Optus will use its reasonable endeavours to minimise losses, costs or expenses incurred as a result of your breach.
- (f) Subject to paragraph (h) below, in the event that the NTU has a hardware failure, Optus will determine the cause of the technical fault and will be responsible for replacement of the faulty device in accordance with the fault reporting process set out in the Optus Service Management Service Description (<https://www.optus.com.au/content/dam/optus/documents/about-us/legal/ServiceManagementServiceDescription.pdf>).
- (g) Optus is not responsible for repair, maintenance, replacement of the NTU or any other liability whatsoever, resulting from or caused by the acts or omissions of you or your Personnel or any other cause which is beyond Optus' control. Optus may charge you for reasonable costs incurred in the investigation of the issue and, if you require Optus to rectify the issue, any repair, maintenance or replacement of the NTU.
- (h) At the expiry or earlier termination of the Committed Term, you must immediately return the NTU (as applicable) to Optus or allow Optus access to collect these items. If Optus confirms in writing that the Service will continue on a monthly holdover, you must return or allow Optus to collect these items at the end of that term.

6. SERVICE MANAGEMENT

- (a) The standard Service Management components consist of the following base service features:
 - (i) Support - (Service Desk, Self Service Portal);
 - (ii) Incident Management, Classification & Reporting;
 - (iii) Optus Infrastructure Maintenance & Planned Notifications;
 - (iv) Service Requests;
 - (v) Service Transition; and
 - (vi) Standard Billing or as otherwise specified in your Application or the Service Terms.
- (b) A description of each of the Service Management components is set out in the Optus Service Management Service Description at: <https://www.optus.com.au/about/legal/standard-forms-agreement/business/service-management>.

7. SERVICE AVAILABILITY

- (a) Service Availability is the percentage of time during a 12-month rolling period that the Optus Network was not affected by a Service Outage, as measured by Optus using appropriate measurement and monitoring tools.
- (b) Availability (AVAIL) is calculated on the basis of the Agreed Service Time (AST) and the Downtime (DT) of the Service, according to the following availability formula:

Table 2: Availability formula

$$AVAIL = \frac{AST - DT}{AST} \times 100\%$$

- (c) Availability of the Service depends on and is subject to location, the configuration and limitations of the network and Supplier Networks and the Access Method used to deliver the Service.
- (d) Optus will use reasonable endeavours to meet the Service Availability targets set out in Table 3 below, but does not warrant, represent, or guarantee that the targets will be met or that the Service will be interruption or fault free.

Table 3: Service Availability

Description	Service Availability target
SD Ethernet	99.95% (on net SD Fibre)
SD Internet	99.90% (5G-FWA Access)
SD Internet	99.90% (NBN TC4 Express Access)
Management Portal	99.90%

- (e) Actual throughput may vary due to various factors including, without limitation, network overheads, selected Service, customer equipment, number of concurrent users in the network, your line condition and your hardware and software.
- (f) The Optus supplied equipment requires power to operate and will not continue to work if power is unavailable at your Premises. It is your responsibility to provide power to the equipment and NTU (where relevant). If continuity of service is essential for your Premises, then the equipment must be plugged directly into your uninterruptible power supply (UPS).

8. FAULT REPORTING

- (a) As soon as you become aware of any Fault in the Service, you must report that Fault to Optus by telephoning the number notified to you by Optus from time to time. The number will be available 24 hours a day, 7 days a week.
- (b) Before reporting a Fault to Optus, you must take all reasonable steps to ensure that the Fault is not attributable to an Excluded Event. If Optus determines that the Fault is attributable to an Excluded Event, Optus may charge you for reasonable costs incurred in the investigation of the Fault, and if you require Optus to rectify the Fault attributable to the Excluded Event (in this latter circumstance, Optus will provide you with an estimate of such rectification costs before undertaking rectification works and will not commence these works until you have approved the estimate).
- (c) The Fault Restoration Targets for each Service Option and applicable Access Method are set out in Table 4 below. Fault Restoration Targets are measured from the time that the Fault is either reported to Optus pursuant to section 8(a) above, or Optus becomes aware of the Fault and are only measured during the applicable fault logging hours minus any time taken by third parties to investigate and resolve issues that are not related to the Optus network components or Optus equipment.

Table 4: Fault Restoration Targets

Description	Standard SLA	Enhanced 12 SLA	Enhanced 8 SLA	Enhanced 4 - Rapid SLA
Fault logging	8am – 5pm, Mon to Fri	24 x 7	24 x 7	24 x 7
Service Outage – Response time	2 hours	2 hours	2 hours	30 minutes
Service Degradation – Response time	6 hours	6 hours	6 hours	6 hours
Service Outage - Repair times				
– Metro	3pm next business day	12 hours	8 hours	4 hours
– Regional	1pm second business day	Add to metro time, 1 clear Business Day within restoration hours		12 hours
– Remote	11am third business day	Add to metro time, 2 clear Business Days within restoration hours		N/A
Service Degradation - Repair times				
– Metro	3pm second business day	12 hours	8 hours	4 hours
– Regional	1pm third business day	Add to metro time, 1 Clear Business Day within restoration hours		24 hours
– Remote	11am fourth business day	Add to metro time, 2 Clear Business Days within restoration hours		N/A
SLAs by Service Option				
SD Ethernet (SD Fibre Access)	Included	Upgrade option	Upgrade option	Upgrade option
SD Internet (5G-FWA Access)	Included	N/A	N/A	N/A
SD Internet (NBN TC4 Express)	Included	N/A	N/A	N/A
Management Portal	N/A	N/A	N/A	Included

- (d) Fault Restoration Target times on services supplied over copper may be impacted by Asset Transfer. If the relevant Fault is in an Asset Transfer Region and the repair requires input from NBN, then the Target Repair Time will be extended to:
- (i) 5pm the next Business Day for a Fault in a Metro Area
 - (ii) 5pm the second Business Day for a Fault in a Regional Area
 - (iii) 5pm the third Business Day for a Fault in a Remote area

- (e) Where Optus determines that the Fault is an Excluded Outage, Optus will restore the Service as soon as is reasonably practicable. The Fault will be rectified when Optus notifies you that the Excluded Outage has been resolved.
- (f) Where Optus determines that the Fault is a Service Outage, Optus will use reasonable endeavours to restore the Service in accordance with the Fault Restoration Targets. The Fault will be rectified when Optus notifies you that the Service Outage has been resolved. Optus may notify you via telephone call, voice message, e-mail or text message.
- (g) Additional conditions relating to fault restoration, if any, applicable to a Service option are set out in the relevant Service Terms.

9. SERVICE REBATES

9.1 Application of Service Rebates

- (a) A Service Rebate may be payable where Optus is unable to restore a Service Outage beyond the time set out in the table below:

Table 5: Service Rebates

Service	Service Outage continues beyond the relevant service level Fault Restoration Target	Service Rebate
All access methods with a Fault Restoration Target	0-2 hours	0%
	2-4 hours	20%
	4-6 hours	50%
	6 or more hours	75%

- (b) If the relevant Fault is in an Asset Transfer Region and the repair requires input from NBN, then a Service Rebate does not apply.
- (c) Implementing a permanent solution or implementing an acceptable workaround to restore service until a permanent solution is identified, achieves service restoration. Additional work may be required after service restoration in order to provide a final corrective restoration.
- (d) The actual restoration time ("**Restoration Time**") is calculated as the time expended, during support hours applicable to the relevant Fault Restoration Target.
 - (i) Example 1 - based on the standard service level, a priority one (P1) Incident (Metro), notified on Tuesday at 4pm and restored at 12pm on Wednesday, has a Restoration Time of 5 Hours (i.e.: during support hours 8am to 5pm Monday to Friday being the standard Business Hours).
 - (ii) Example 2: A P1 Service Outage in a Metro location, where the Customer has purchased the "Full Time Coverage Enhancement 4 Plan" (i.e. 4 hour fault restoration target) reported on Tuesday at 2.00pm and restored by 2.30pm on Wednesday equates to (24.5 hours Restoration Time) – (4 hour fault restoration target) = 20 hour Service Outage beyond the Fault Restoration Target. In this example the applicable Service Rebate is 75% of the Monthly Service Charges for that service.
- (e) Service Rebates do not apply to the Management Portal or any failure to achieve a Service Level Target that affects the Management Portal.

- (f) Optus is not liable for, and you are not entitled to, any Service Rebate where:
 - (i) the relevant Service Outage is caused directly or indirectly because of an Excluded Outage; or
 - (ii) you have any amounts due, which have not been paid by the due date.
- (g) You must claim any Service Rebate in writing within 20 Business Days from the date on which Optus notifies you that the Service Outage is resolved in accordance with the fault reporting process.
- (h) If a valid claim is made in accordance with clause 9.1(h), Optus will calculate the Service Rebate and credit your account with an amount equal to the Service Rebate. Service Rebates are not redeemable for cash.
- (i) Service Rebates are capped at the percentage of the applicable Monthly Service Charge for the relevant service, calculated as set out in Table 5 Service Rebates set out above.
- (j) Service Rebates:
 - (i) are your sole remedy for any Interruption to the Service; and
- (k) will only be applied against the charges payable for the affected Service.

10. SERVICE CHARGES

10.1 General

- (a) You will be provided with an agreed rate card for your Liquid Infrastructure Service. This rate card will be used as a basis for calculating prices of any Service options you select or changes you make to your network during the term of the contract. Any new services or changes to services made within the Management Portal will refer to your rate card to provide you with the applicable rate.
- (b) In the event that a charge is not included in your rate card, the Liquid Infrastructure Standard Pricing Table will apply.
- (c) In some cases, non-standard charges, that are not included in the Liquid Infrastructure Service rate card, such as Optus fibre builds, will apply and will be included in your charges for the Service. Optus will provide you with an estimate of such costs before undertaking the works and will not commence these works until you have approved the estimate.
- (d) Optus shall advise you of the relevant Customer Test Notification Date. Unless specified otherwise in a Service option or your Application, a Billing Grace Period of 10 Business Days will apply, allowing you to conduct service readiness tests. Optus reserves the right to commence billing for the Service on the 11th Business Day after the Customer Test Notification Date, unless a delay to the completion of your testing was caused by Optus' act or omission, in which case Optus will extend the Billing Grace Period commensurate with the relevant delay caused by Optus from the original Customer Test Notification Date.
- (e) Optus reserves the right to increase the Monthly Recurring Charge as stated in your Application or other agreement for the Service if a third party provider(s) to Optus increases their charges for the service to Optus. Any increase would be commensurate with the third party charge increase.

10.2 Minimum Commitment

- (a) This clause:
 - (i) only applies if a Minimum Commitment for the Services is set out in the relevant Application or Statement of Work; and
 - (ii) to the extent of any inconsistency, is superseded by any clause setting out the operation of the Minimum Commitment otherwise in this Agreement.
- (b) At the end of each month, or at the end of each calendar quarter (a calendar quarter ends on 31 March, 30 June, 30 September or 31 December of each year) or at the end of each year (as the case may be), Optus may, at its sole discretion, review your actual spend and the total number of Services you have activated in that period and if the Minimum Commitment is not met by you in that period, a shortfall occurs (**Shortfall**).
- (c) You will pay the Shortfall amount when we charge the Shortfall amount in your invoice.
- (d) Shortfalls are in addition to any Cancellation Fees, any fund reimbursement and any other charge or fee.
- (e) Minimum Commitment means either:
 - (i) the committed monthly spend for the Services or Individual Service (as applicable); or
 - (ii) the amount equal to the monthly charges applying to the minimum number of Services or Individual Service (as applicable),
- (f) as set out in your Application or Statement of Work.

11. CANCELLATION FEES

Where a Service or Individual Service is cancelled by you during the Committed Term and a Cancellation Fee is payable under the General Terms, you will need to pay us an amount equal to:

- (g) any unavoidable third party costs that will be incurred by Optus, in respect of the Service or Individual Service for the remainder of the Committed Term; plus
 - (h) any other up-front costs incurred by Optus in the preparation for or in the setting up of the Service, Individual Service or Agreement; plus
 - (i) any costs incurred by Optus in the course of the performance of the Service or Individual Service to the date of cancellation,
- less:
- (j) any fixed costs or overheads which would have been incurred by Optus in any event regardless of providing you with the Service or Individual Service; and
 - (k) the extent to which those costs set out in sub-clauses (a), (b) and (c) have already been recouped by payments under the Agreement,

unless a different formula or a specified amount is otherwise expressly provided in the Agreement, including in your Application.

12. CUSTOMER RESPONSIBILITIES

12.1 Management Portal

- (a) Optus will provide a Management Portal for you to design and configure your network. Optus will manage this Management Portal infrastructure to ensure its security and availability within the Service Availability set out in clause 5 above.
- (b) You are responsible for configuration management of your network in the Management Portal. Optus will support you to perform these changes, however if you require Optus to perform configuration changes on your behalf, Optus will charge you at Optus' then prevailing rates.
- (c) Apart from network configuration set out in clause 12.1(b) above, you must not make any alterations, additions or improvements to the Management Portal. Any additions, alterations or improvement to the Management Portal requested by you will be at Optus' sole discretion and, if agreed, will be charged at Optus' then prevailing rates.

12.2 Additional Responsibilities

- (a) Your additional responsibilities in subscribing for the Service include:
 - (i) instituting and following appropriate operating procedures, re-start and recovery routines and other procedures and safeguards as reasonably requested by Optus;
 - (ii) referencing the applicable Optus case number when making enquiries about the progress of an open case; and
 - (iii) complying with any additional Third Party Usage Terms required by a Third Party Service Provider.
- (b) In using the Service, you must comply with any rules imposed by any third party whose Content or services you access using the Service or whose network your data traverses.
- (c) You must comply with all applicable laws relating to the Services.
- (d) You must not resupply or redistribute the Service without Optus' prior written consent.

13. THIRD PARTY PRODUCTS AND SERVICES

- 13.1 The Optus Liquid Infrastructure may use Products and services from Third Party Service Providers. As far as the law allows, Optus does not offer any warranties for the Products or services where Optus is not the manufacturer or primary service provider and the only warranties available are as set out in any applicable Third Party Usage Terms.
- 13.2 You acknowledge that the specific terms of any relevant Third Party Usage Terms may require or provide for any or all of the following:
 - (a) your use of any third party Products and services (including intellectual property) is conditional upon your acceptance and compliance with the relevant Third Party Usage Terms, where applicable;

- (b) the Third Party Usage Terms may be amended from time to time. If you do not accept the amended Third Party Usage Terms, you may be required to cancel the Service. If you do not comply with, or respond to a request from Optus or the Third Party Service Provider to accept or comply with, the Third Party Usage Terms, Optus may need to cancel your right to use the third party Products or services;
 - (c) Optus may be required to keep records of and provide details to the Third Party Service Provider relating to your use of the relevant Products or services and you authorise Optus to do so;
 - (d) Optus, acting in its capacity as an agent for the Third Party Service Provider, will invoice you for the third party Products and services. You appoint Optus as your agent for ordering, accepting delivery, and making payment to the Third Party Service Provider on your behalf;
 - (e) Optus may cancel your right to use the third party Products or services by notice to you where the Third Party Service Provider ceases to supply the third party Product or service for any reason. On the date of effect of cancellation, you will be entitled to a proportionate refund of any relevant prepaid service charges applicable to the supply of the relevant third party Products or services. To the extent permitted by law, this will be your sole and exclusive remedy for such cancellation; and
 - (f) your use of the third party Products and services will involve the collection and processing of data and information, which may include personal information. You, Optus and the Third Party Service Provider are severally responsible for compliance with the relevant laws relating to privacy. Optus and the Third Party Service Provider will manage such data in accordance with their respective policies and procedures.
- 13.3 Liability for your Loss in connection with Products or services from a Third Party Service Provider which are on-supplied by Optus, whether in contract, tort (including negligence), statute, under an indemnity or otherwise, is excluded by Optus to the extent permitted by law and is governed by the Third Party Usage Terms between you and the Third Party Service Provider.
- 13.4 To the extent permitted by law, if Optus is liable to you in connection with Products or services from a Third Party Service Provider, whether in contract, tort (including negligence), statute, under an indemnity or otherwise, Optus excludes liability for Consequential Loss and limits its liability to the price you have paid for the relevant third party Products or services.
- 13.5 Where you use third party Products and services that are not on-supplied to you by Optus, you are responsible for ensuring you obtain all necessary approvals and licences to authorise your use of those Products and services in conjunction with the Service.

14. SPECIAL CONDITIONS

14.1 Fair Use Policy:

- (a) You must not use the service to support substantial carrier or service provider data aggregation applications (including as backhaul for mobile base stations, backhaul for Public HetNet access points and multiplexed access systems and/or networks) that result in substantial and continuous network throughput.
- (b) You must not use the service for the purpose of supplying broadband services to Premises other than to the Premises in respect of which the relevant Ordered Product has been ordered (including for the purpose of supplying broadband services to multiple Premises within Multi-Premises Sites). For example: A building manager for a multi-tenancy office building (where each business' office is a different addressable location) seeks to use a single Ethernet-based Customer Product to provide a building-wide Wi-Fi system. The building manager would not be entitled to use the

Customer Product to satisfy the broadband needs of each of the different tenants in the building within their tenancies.

- (c) If Optus determines that you have used the service in contravention of the Fair Use Policy, Optus may undertake any of the following actions: deactivate or disconnect the relevant equipment or suspend the supply of the service.
- (d) Use the service to provide a free Public Wi-Fi service or a free Wi-Fi Hotspot is not of itself a contravention of the Fair Use Policy.

14.2 Special conditions that apply when you acquire an Optus Liquid Infrastructure Service that uses an EoNBN Access Method (acknowledging that the following are required under the relevant terms and conditions operating between Optus and NBN, including under the terms of the Wholesale Broadband Agreement, and that these positions are, in effect, required to be 'passed through' to you by NBN):

- (a) **NBN Equipment:** NBN may provide you with NBN Equipment for the purposes of the Service. All NBN Equipment remains the property of NBN and must remain at your site or premises unless otherwise instructed. NBN, its Related Corporations and their respective Personnel may remove or disconnect the NBN Equipment at any time. You must comply with any instructions which we or NBN provide to you in relation to the connection or disconnection of the NBN Equipment.
- (b) **Non-Standard Installation Charge:** You must pay the Establishment Charge set out in the Agreement. If NBN determines that the installation is non-standard, Optus may charge you an additional fee to install the Service ('Non-Standard Installation Charge') to reflect any additional charge from NBN to Optus as a result of the non-standard installation. If you do not agree to pay the Non-Standard Installation Charge, Optus may, without liability, at any time cancel the Service, or one or more Individual Services prior to the Service Start Date.
- (c) **NBN Billing errors on build charges:** If an invoice omits or miscalculates any amounts payable under this Agreement, NBN may issue an additional invoice to Optus, or adjust an invoice submitted to Optus if NBN does so no later than 6 months after the date of the original invoice. Optus will bill the above charges to you.
- (d) **NBN Committed Delivery Date:** 15 Business Days prior to the committed delivery date, NBN will advise Optus of a Revised Delivery Date if NBN considers that the Delivery Date is likely to occur on a date other than the Committed Delivery Date
- (e) **Variation regarding Orders and Charges:**
 - (i) NBN may vary the ordering process and relevant charges by giving at least 30 Business Days' notice to you of the variation. In such case NBN will:
 - (A) prior to issuing a variation notice, consult with you in relation to the proposed change; and
 - (B) not modify charges under to increase a Cancellation Fee to more than 120% of the amount of that Cancellation Fee at the commencement date
 - (ii) Each NBN variation will only apply in respect of any new Order placed on or after the effective date of the variation.
- (f) **Variation for regulatory reasons:**
 - (i) If NBN reasonably believes that a variation to this Agreement is required:
 - (A) as a result of a regulatory event; or

- (B) to comply with the requirements or consequences of NBN's non-discrimination obligations,

NBN will notify you of the terms of the proposed variation (**Proposed Regulatory Variation Notice**).

- (ii) The parties must meet and discuss in good faith the terms of any variation to this Agreement for a period of not less than 20 Business Days commencing on your receipt of the Proposed Regulatory Variation Notice,
- (iii) If the parties are unable to agree a variation to this Agreement within 20 Business Days of your receipt of a Proposed Regulatory Variation Notice (or such other period agreed between the parties),
 - (A) NBN may, by not less than 10 Business Days' notice to you, vary this Agreement on terms which it reasonably believes are required for the reasons set out in the section above; and
 - (B) you may terminate this Agreement by notice in writing to NBN on or before the effective date of such variation as set out in that notice, in which case the section above, will apply.

- (g) **Site Activities:** You acknowledge and agree that:

- (i) Optus is not responsible for the actions or omissions of NBN in connection with any NBN activity at any site or premises;
- (ii) NBN is not the agent or representative of Optus; and
- (iii) Optus does not accept (and excludes) any liability to you for the acts or omissions of NBN.

- (h) **Compatibility:** You must ensure that all your equipment and that of an End User is compatible with the equipment and services supplied by NBN, as notified by Optus from time to time.

- (i) **Disconnection:** Optus has the right to disconnect any networks, systems, equipment and facilities which you use in connection with the NBN Service if its agreement with NBN terminates or expires.

- (j) **ULLS Disconnect Consent:** Where you elect EoNBN TC4 Access and we are the sole provider of Carriage Service to the premises using ULLS, where you wish to discontinue all Carriage Service supplied by us to the premises using ULLS, you consent irrevocably to the ULLS being disconnected in respect of that premises and must upon ordering a Service in respect of that premises, provide information to Optus as to whether you require a priority assistance service, medical alert service, alarm service or any other service with similar service levels. You must provide all valid consents and approvals as may be required to comply with this section. You acknowledge that following disconnection of the ULLS, the copper wire will not be reconnected under any circumstances. This means that you cannot acquire services in the future over that copper wire, such as ULLS or local telephony, and also means that priority assistance services may not work.

- (k) **No NBN Liability:** You agree and acknowledge that:

- (i) NBN is not providing any products or services (including the Service) to you;
- (ii) any product or service (including the Service) that NBN supplies to you requires mains power to operate in the ordinary course;
- (iii) NBN does not have a contractual relationship with you in regard to the supply of the Service;

- (iv) you must not contact NBN directly in relation to the Service; and
 - (v) to the full extent permitted by law, NBN and its Personnel will not be liable in respect of any claim made by you for any Loss arising from or in connection with the Service, including any claim in negligence.
- (l) **Optus Claims:** You may not commence proceedings or make a claim against Optus (including claims in tort (including negligence), under statute or otherwise) for Loss you suffer or incur arising out of or in connection with a Service delivered over the EoNBN Access if you do not do so within 6 months of becoming aware of the events giving rise to the claim. You may not commence proceedings or make a claim against Optus (including claims in tort (including negligence), under statute or otherwise) for Loss you suffer or incur arising out of or in connection with the Service, to the extent that the claimed amount exceeds the aggregate of the monthly recurring charges that you had become obliged to pay to Optus for the relevant Service in the period commencing 12 months prior to the date on which the event or the first of a series of connected events giving rise to the claim occurred, and ending immediately prior to the date on which the relevant event or the first of a series of connected events giving rise to the claim occurred. Optus may plead this section as a bar to any action brought against it.
- (m) **NBN Battery Backup:** As at 19 December 2013, NBN provides Optus with an option to select battery backup on the NBN equipment. The NBN Battery Backup powers the ports on the NBN Equipment (NTD) in the event of a power failure, so that services using certain types of telephones/devices can continue to operate for a period of time provided that they use the ports that are supported by the NBN Battery Backup. Optus Liquid Infrastructure Services delivered using EoNBN access will not utilise the NBN Battery Backup capability, as the NBN Battery Backup unit does not extend battery backup to the Optus equipment required to deliver your service, which renders the NBN Battery Backup solution ineffective for use with Optus Liquid Infrastructure Services delivered using EoNBN access. This means that in the event of a power failure, Optus Liquid Infrastructure Services delivered using EoNBN access will not work, even for Emergency (000) calls. No telephones/devices relying on Optus Liquid Infrastructure Services delivered using EoNBN access will work, including without limitation medical or security devices. You acknowledge that:
- (i) you should ensure that there is an alternative means available to place emergency calls (such as a mobile phone);
 - (ii) you should ensure that if continuity of service is essential then the Optus service equipment and/or NBN Equipment (where relevant) is plugged into an Uninterruptible Power Supply (UPS);
 - (iii) if in the future you require battery backup for an alternative service over the NBN Network you will need to obtain such alternative service from another service provider that does offer NBN Battery Back-up, and your alternate service provider will need to arrange the battery back-up option on your behalf and an appointment with NBN to install a battery backup at your premises; and
 - (iv) if there is already a power supply with NBN Battery Back-up installed at your premises, then provided no other users at your premises require or have the battery backup service, that battery should be removed from the power supply with battery back-up unit, following the instructions available on the NBN website.

15. CONSEQUENCES AT THE END OF SERVICE

- 15.1 From the date of suspension or termination of the Service for any reason whatsoever, to the maximum extent permissible by law, Optus will not be responsible for any non-delivery of data or loss of data, howsoever the same may arise. Any data stored or addressed to you may be disposed of by Optus as Optus deems appropriate and you will have no claim whatsoever against Optus in such an event.

16. DEFINITIONS

Terms not defined in these Service Family Terms are as defined in the General Terms, unless inconsistent with the context.

Access Connection means any connection between your Service Delivery Point and our Provider Edge Routers in an Optus exchange.

Access Method means the Access Connection method used to deliver the Service.

Agreed Service Time means total duration time, during a during a 12-month rolling period that the Service, is intended to be operable and not affected by a Service Outage.

Asset Transfer Date for a Rollout Region means the date that ownership of some copper network assets are transferred to NBN under the Definitive Agreements, which occurs several days before the Rollout Region becomes “ready for service”.

Asset Transfer Region means a Rollout Region where an Asset Transfer Date has occurred.

Associated Services mean services that are ancillary or optional additional services that may be acquired alongside a particular Service option, as set out in the Service Family Terms or Service Terms.

Billing Grace Period means a period of time from the Customer Test Notification Date, after which Optus will commence billing for the Service.

Branch Location Type means a service that is delivered with an NTU to either a business site or a Data Centre Location.

Business Day means 8am to 5pm, Monday to Friday, excluding public holidays in the location where the Services are delivered.

Clear Business Day means the 24hr period after a fault has been reported that falls over a Business Day.

Contracted Speed means the minimum committed speed.

Critical Fault means total loss of the Service or a fault that renders the Service unusable, or any fault which poses a hazard to the safety of your or Optus’ employees or contractors or the public in general.

Customer Test Notification Date means the date advised by Optus from which the Service is ready for testing by you and the Billing Grace Period commences.

Data Centre Location Type means a service that is delivered to a Data Centre where Optus Liquid Infrastructure equipment is co-located. Data Centre Service Delivery Point will either be the data centre meet me room or patch panel as advised by Optus during implementation of the Service, excludes any provision of an NTU or datacentre cross connect costs beyond the service delivery point.

Definitive Agreements refers to the agreements Telstra has entered into with NBN and the Commonwealth to enable the rollout of the Government’s National Broadband Network.

Downtime means the total duration time, during a during a 12-month rolling period that the Optus Network was affected by a Service Outage.

EoNBN (Ethernet over National Broadband Network) means a customer access method using the NBN network to connect to your Service Delivery Point. NBN uses a “Multi-Technology Mix” (MTM) model which uses a range of technologies, including Fibre to the Premise (FTTP), Fibre to the Node (FTTN), Fibre to the Building (FTTB), Fibre to the Curb (FTTC), Hybrid Fibre Coaxial (HFC) and Fixed Wireless. Symmetrical EoNBN speeds use NBN Traffic Class 1 (TC1) or Traffic Class 2 (TC2). Asymmetrical EoNBN speeds use NBN Traffic Class 4 (TC4).

Ethernet means a system for connecting a number of computer systems to form a local area network, with protocols to control the passing of information and to avoid simultaneous transmission by two or more systems.

Excluded Event means a breach of the Agreement by you, an act or omission by you or any of your Personnel or an End User, a failure of your equipment, or a fault caused by your equipment or Premises.

Excluded Outage means Scheduled Maintenance, Routine Maintenance, an Excluded Event or a Force Majeure Event.

Fault means a Service Degradation or Service Outage.

Fault Restoration Target means the fault restoration targets for restoring a Service Outage or Service Degradation applicable to all Service options and for each Access Method as set out in Table 4 of the Service Family Terms.

Force Majeure Event affecting a party means any event outside that party's reasonable control, and includes failure or fluctuation in any electrical power supply, failure of air conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that party and its own Personnel), materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any Regulator, but excluding a Subcontractor).

Installation Charge means the charge by Optus payable by you for installation services, as may be set out in the Standard Pricing Table or in your Application or other agreed rate card.

Internet means a standardised worldwide network of networks interconnecting countries using the TCP/IP protocol suite.

IP means Internet protocol.

IP Address means an identifier for a computer or device on a TCP/IP network.

IPsec means IP security.

LAN means local area network.

Major Fault in relation to an Individual Service means partial loss of a service or to a fault that renders the service impaired but still useable.

Management Portal means the graphical user interfaces that provide visibility, management and network configuration of the Liquid Infrastructure services, also known as the ‘My Business Portal’.

Metro means:

- (a) for all non-Optus-Direct-Fibre based Access Methods, an area with a population centre of greater than 10,000 people; and

- (b) for Optus-Direct-Fibre-based Access Methods, an area within the following distance from the GPO of the relevant Australian capital city:
 - (i) Brisbane – 25kms
 - (ii) Sydney – 50kms
 - (iii) Adelaide – 25kms
 - (iv) Perth – 30kms
 - (v) Canberra – 15kms
 - (vi) Melbourne – 50kms
 - (vii) Darwin – 5kms
 - (viii) Hobart – 5kms

Migration Plan means the final migration plan as defined in section 577BB (1) of the Telecommunications Act 1997.

Minor Fault means:

- (a) anomalies in performance;
- (b) non-service effecting alarms; or
- (c) general technical queries on the Service.

Monthly Service Charge means the monthly service charges payable for the Committed Term of the Agreement based upon your selected individual pricing plan as set out in the Standard Pricing Table and your Application.

NBN means NBN Co Limited (ABN 86 136 533 741) and or any of its Related Corporations.

NBN Battery Backup means the battery backup unit supplied by NBN for the purposes of providing backup power to the UNI-V Voice port in the event of power failure. Optus does provide the NBN Battery Backup service to our customers.

NBN Equipment means any equipment or cabling owned, operated or controlled by NBN which is provided to you by or on behalf of NBN or which NBN allows you or an End User to access in connection with the Service.

NBN Network means any telecommunications network, equipment (including the NBN Equipment), or facilities, or cabling that is owned, operated or controlled by NBN to supply the Service. The NBN Network is a Supplier Network.

NBN Traffic Class 1 (or TC1) means a symmetric, committed information rate (CIR) designed for real-time voice applications.

NBN Traffic Class 2 (or TC2) means a symmetric, committed information rate (CIR) speed designed for real-time, interactive multimedia applications.

NBN Traffic Class 4 (or TC4) means an asymmetric, best-effort, peak information rate (PIR) speed designed for “best effort” applications. Services over EoNBN Access using NBN Traffic Class 4 do not have a guaranteed speed or throughput. Performance can vary dependant on numerous factors including the NTU, level of traffic within the customer’s local area at the time of use, user equipment and the source of data.

Network Termination Device (or NTD) means an NBN termination device located at the customers premises.

Network Termination Unit (or NTU) means the network termination unit or device which contains the Service Delivery Point and is the effective service demarcation point.

No NTU means there is no Optus provided Network Termination Unit or device with the service. In these cases, the service demarcation point will be the NBN NTD.

Optus 5G Network means the Optus mobile network used for wirelessly sending and receiving voice, SMS or data services on compatible devices within the areas, and using the frequencies, detailed from time to time at www.optus.com.au/coverage.

Optus Managed Services – Liquid Infrastructure Service Description means the managed services service description available on request from your account manager.

Outage Window means 2am to 6am every Monday morning, to be used at the discretion of Optus.

Port means a physical port on either:

- (a) the NTU where your service is delivered to in a Branch Location Type; or
- (b) the Provider Edge Router where your service is delivered to in a Data Centre Location Type.

Port Speed means the maximum physical speed capacity available on that port.

Premium Grade Internet service which has higher priority than Standard Grade Internet service during congestion on the Optus network.

Proactive Monitoring has the meaning given to it in the Optus Managed Services – Liquid Infrastructure Service Description.

Provider Edge Routers means our routers that provide connection from our customers Service Delivery Point across our Access networks to our core network.

Regional means:

- (a) for non-Optus-Direct-Fibre-based Access Methods, an area with a population centre between 200 – 10,000 people; and
- (b) for Optus-Direct-Fibre-based Access Methods, areas that are outside of the Metro area;

Related Service Options means those Service options that are pre-requisites to obtaining the relevant Service.

Remote means for non-Optus- Direct-Fibre-based Access Methods a population centre of less than 200 people;

Response Time means the time taken for Optus to respond to you with an update after your initial reporting of a fault.

Restoration Time has the meaning given to it in section 9 (Service Rebates) of these Service Family Terms.

Rollout Region has the meaning given in the Migration Plan.

Routine Maintenance means maintenance conducted on the Optus Network during an Outage Window. The target maximum impact to the Service during each Outage Window if used for Routine Maintenance is 10 minutes. The target maximum outage due to Routine Maintenance is no more than 30 minutes per calendar month.

Scheduled Maintenance means any maintenance Optus deems necessary as notified to you by Optus from time to time that is carried out between 11:00pm and 7:00am Australian Eastern Standard Time and does not include Routine Maintenance.

SD means Software Defined.

Service Availability has the meaning given to it in section 7(a).

Service Degradation means any degradation in the availability and/or performance of the Service that does not render the Service unusable or significantly affect the operation of the Service.

Service Delivery Point means the point at which a Service is made available for connection to your equipment.

Service Description means the Service Family Terms and Service Terms applicable to the Optus Liquid Infrastructure Service.

Service Family Terms mean the terms set out above in Part 1 of this Service Description.

Service Interface means an internationally compliant standard interface for connection at each Service Delivery Point.

Service Outage occurs when there is a loss of connectivity over the Optus Network solely caused by Optus' act or omission and that is not an Excluded Outage.

Service Rebate means the percentage off the next month's Monthly Service Charge for the Service that may be credited to you in accordance with the Agreement.

Service Terms means the terms applicable to the relevant service options identified at the beginning of this Service Description.

SIM means Subscriber Identity Module and is a smart card that stores identification information that pinpoints a mobile device to a specific mobile network.

Site(s) means your nominated site location(s) for the delivery, installation and or provisioning of the Service and associated Products.

Standard Grade Internet means an Internet service which has a best effort class of service and priority.

Target Service Start Date means the date requested by you or estimated by Optus and agreed between the parties, as the target date on which the service is intended to be activated and supplied to you, as specified in the Application.

Third Party Service Provider means the third party service provider identified in the relevant Service Terms.

Third Party Usage Terms means any warranty terms, end user licence agreement, software, or support terms of the Third Party Service Provider.

WAN means wide area network.

SERVICE TERMS

SERVICE OPTION: OPTUS SD ETHERNET

This Service Option forms part of the Optus Liquid Infrastructure Service Description. The Optus Liquid Infrastructure Service Description comprises the following parts:

- (a) Part 1: Service Family Terms (applicable to all Optus Liquid Infrastructure Services); and
- (b) Part 2: The Service Terms.

These Service Terms are separate terms applicable to each of the Optus Liquid Infrastructure Service options and are to be read in conjunction with both the General Terms and the Service Family Terms.

1. DESCRIPTION OF THE SERVICE OPTION

The Optus SD Ethernet service provides an Ethernet Wide Area Network which connects two or more sites using permanent ethernet based connections from the service delivery point to the Optus network (the "Service"). Optus SD Ethernet is configurable via the Management Portal which can provide the ability to dynamically adjust the bandwidth and configuration.

1.1 Associated Services

- (a) Optus Evolve Ethernet WAN (EWAN) Option
 - (i) Optus Evolve Ethernet WAN can be used in conjunction with SD Ethernet to create a hybrid Ethernet WAN. If a hybrid configuration is selected, you will be able to view both services in the Management Portal.
 - (ii) The Optus Evolve Ethernet WAN is not included in the SD Ethernet Service. Optus Evolve Ethernet WAN must be purchased separately from Optus and is subject to the terms and conditions of the separate Optus Evolve Service Description for the Optus Evolve Ethernet WAN service available at <http://www.optus.com.au/about/legal/standard-forms-agreement/business/data>

2. SERVICE PRE-REQUISITES

2.1 Access Connection

- (a) You must establish and maintain an Access Connection that meets the minimum bandwidth requirements to access the Service, as reasonably determined by Optus (which will be advised prior to you agreeing to the Service). This Access Connection is not included in the Service and is available for separate purchase from Optus.
- (b) The following Access Method is available with the SD Ethernet Service:
 - (i) On-net fibre access (SD Fibre).

2.2 Related Service Options

None.

3. SERVICES FEATURES

3.1 Flex Speed options

The Flex Speed options are dependent on the relevant Access Method and are:

- (a) for On-net SD Fibre access Flex 2 and Flex 5.
- (b) Flex Speed is not available on Evolve Ethernet WAN services.
- (c) Flex Speed is not available in a hybrid point-to-point SD Ethernet and Evolve Ethernet WAN configuration.
- (d) Flex Speed
 - (i) Flex Speed is available where supported by the relevant Access Method and the relevant Service option. Flex Speeds are subject to availability of bandwidth resources and other resources.
 - (ii) Flex Speed upgrades are available via the Management Portal only to existing customers who have subscribed to the Service.
 - (ii) The Flex Speed can be used to schedule a temporarily speed upgrade to increase the Contracted Speed during the Committed Term. Incremental charges will apply if you use the Flex Speed feature.
 - (iii) Flex Speed upgrades can be initiated for a minimum one-hour period. We will charge you on an hourly basis for the duration of your Flex Speed upgrade. The per hour (p/h) charges are an incremental increase to the contracted monthly charges and are only charged if Flex Speed is used. Where part hours are used, you will be charged for the full hour from the time that the Flex Speed upgrade starts. For example, if the Flex Speed upgrade commences at 9.39am and completes at 10.00am you will be charged for a full hour. If the end time is 10.45am you will be charged for two full hours.
 - (iv) Maximum contracted speed of service when using Flex Speed is limited by the total port capacity/bandwidth of the service. Example - Where your Contracted Speed is 600Mbps with a port capacity of 1000Mbps (1Gps). While your Flex 2 multiplier would allow a notional temporary contracted speed of 1200Mbps, the maximum temporary contracted speed is limited to the maximum port capacity of 1000Mbps.
 - (iv) The Management Portal will provide you with the applicable hourly charges based upon the options you select. If your request for Flex Speed is accepted, you will be charged the rate provided in the acceptance.
 - (v) The charges may vary depending on the duration of the Flex Speed usage and type. The following formula is used to calculate the Flex charges:

Table 1: Flex Speed charge formula

$\frac{\text{Flex Speed price}^1 - \text{Contracted Speed price}^2}{720 \text{ hours}^3}$	X	Flex Speed Type Multiplier ⁴	=	Flex Speed charge per hour
---	---	---	---	----------------------------

1. **Flex Speed Price** is the monthly charge of the temporary upgraded Flex Speed you have selected
2. **Contracted Speed Price** is the monthly charge of your existing Service

3. **720 hours** is number of hours in a 30-day month used to determine the hourly rate
4. **Flex Type Multiplier** is the multiplier as set out in your Application. This multiplier will vary based upon the Flex Speed option you select.

The Flex Speed Price may be subject to Flex types set out in the Standard Pricing Table (Scheduled and Dynamic).

- (v) Optus does not guarantee that the Flex Speed will always be available. Where you have sought a Flex Speed upgrade and it has not been available, you will not incur any charges.
- (e) Scheduled / Dynamic Flex (where available)
 - (i) Scheduled Flex – Your Authorised Representative can schedule an upgrade to the bandwidth, selecting the time and date for the bandwidth to increase and then the time and date for the bandwidth to go back to the original setting. The charges are based on an hourly rate for each end of the link as well as a total charge for the whole period during which the bandwidth has increased; and
 - (ii) Dynamic Flex - Your Authorised Representative can set a link to increase bandwidth depending on a utilisation threshold. For example, an Authorised Representative may increase the bandwidth on a 1 Gb link to 1.2 Gb when utilisation get to 80% and set the link to revert back 1 Gb when utilisation falls below 60%. When the Authorised Representative sets up the dynamic flex, an hourly charge for the increase will be applied. The Authorised Representative can set a cap on the spend by setting the bandwidth to fall back to the normal level when the cost reaches a set point even through the lower utilisation figure has not been reached. The bandwidth will flex as required by the rules with no further intervention.
- (f) You acknowledge that:
 - (i) Optus will configure the Flex Speed changes up to the point of demarcation (at the NTU). Optus will not configure changes on the Customer Premises Equipment (CPE) or any routers. You may be required to make these changes in order for the Flex Speed change to pass through to your network.
 - (ii) In a hybrid point-to-point SD Ethernet and Evolve Ethernet WAN network configuration Flex Speeds will not be available as Flex Speeds are not available on Evolve Ethernet WAN services.
 - (iii) Any bandwidth increases to Evolve Ethernet WAN services are processed as a Standard Service Request. Where one end or both ends of the link are Evolve Ethernet WAN services, the Management Portal will generate an automated service request that will be process by the Optus support team. You will be informed when the change has been made.

4. SERVICE REQUIREMENTS AND LIMITATIONS

4.1 You acknowledge that:

- (a) if you purchase a hybrid SD Ethernet and Optus Evolve Ethernet WAN Service that the dynamic and scheduled bandwidth will only be available on the SD Ethernet component of the network.
- (b) during planned network outage periods, the Management Portal will not be available to make changes.

- (c) A Service Outage on the Optus Evolve Network such as Evolve Ethernet WAN or a Supplier Network does not mean there is a Service Outage on the Optus Liquid Infrastructure service.

5. SERVICE CHARGES

5.1 Service Charges

Service Charges will be billed in accordance with the Optus Liquid Infrastructure Standard Pricing Table or as otherwise agreed in your Application. These charges incorporate:

- (a) a flat fee charged and invoiced monthly in advance (Monthly Service Charge), inclusive of all data usage both upload and download; and
- (b) if selected, Flex Speed charges calculated hourly and invoiced monthly in arrears.

6. RELEVANT APPENDICES

Optus Liquid Infrastructure Standard Pricing Table.

7. DEFINITIONS

Terms not defined in these Service Terms are as defined in the Service Family Terms or the General Terms (in that order) unless inconsistent with the context.

Flex 2 means two (2) times the Contracted Speed.

Flex 5 means five (5) times the Contracted Speed.

Flex Max means a Flex Speed option to increase the Contracted Speed to the maximum Port Speed.

Flex Speed is additional bandwidth or speed capacity that can be used as a temporary upgrade during the contracted term.

SERVICE TERMS

SERVICE OPTION: OPTUS SD INTERNET

This Service Option forms part of the Optus Liquid Infrastructure Service Description. The Optus Liquid Infrastructure Service Description comprises the following parts:

- (a) Part 1: Service Family Terms (applicable to all Optus Liquid Infrastructure Services); and
- (b) Part 2: The Service Terms.

These Service Terms are separate terms applicable to each of the Optus Liquid Infrastructure Service options and are to be read in conjunction with both the General Terms and the Service Family Terms.

1. DESCRIPTION OF THE SERVICE OPTION

The Optus SD Internet Service provides an Internet service designed for business use and is delivered via various access options, to your Premises. Optus SD Internet is configurable via the Management Portal which can provide the ability to dynamically adjust the bandwidth and configuration.

1.1 Associated Services

None

2. SERVICE PREREQUISITES

2.1 Access Methods

The following Access Methods are available with the Service:

- (a) 5G-FWA Access – Supports Standard Grade Internet and allows you to connect to the Internet in locations covered by the Optus Mobile Network via a 5G capable device and subject to the 5G-FWA Access Requirements set out below;
- (b) NBN TC4 Express Access – is an EoNBN access method that supports Standard Grade Internet and allows you to connect to the Internet via Network Termination Unit (NTU) and an NBN Network Terminating Device (NTD).

2.2 Service Check

Optus will complete a Service check to identify if your nominated address is within an Optus 5G (for 5G-FWA Access) or NBN TC4 (NBN TC4 Express Access) serviceable area, however the Service check only provides an indicator of serviceability and is not, and we do not, represent, warrant or guarantee that your nominated address is 5G (for 5G-FWA Access) or NBN TC4 (for NBN TC4 Express Access) serviceable.

2.3 Service Limitations

The Optus SD Internet Service does not support:

- (a) Additional public IP address or dynamic routing protocols;
- (b) Any add-on features, such as DNS, DDoS, IPTV (eg. FetchTV), etc.

3. SERVICES FEATURES

3.1 Service Speeds

(a) Contracted Speed

Depending on Access Method, the following Contracted Speeds / Plans are currently available:

(i) 5G-FWA Access:

(A) Up to 100Mbps (download) / 40Mbps (upload).

(B) Up to 1000Mbps (download) / 512Mbps (upload).

(ii) NBN TC4 Express Access:

(A) Up to 50Mbps (download) / 20Mbps (upload).

(B) Up to 100Mbps (download) / 40Mbps (upload).

(b) Contracted Speed Changes

The Contracted Speed for SD Internet access can be increased (subject to available bandwidth) and downgraded, during the Committed Term.

(c) Flex Speed

The Flex Speed and Scheduled or Dynamic Flex speed options are not available for SD Internet Services.

3.2 Equipment

(a) Where the SD Internet Service uses the 5G-FWA Access Method:

(i) The NTU must be fitted with and use an Optus SIM. The SIM supplied with the NTU must not be removed from the NTU and will not work in any other device.

(ii) The Optus supplied modem remains the property of Optus. In response to an Incident, Optus may elect to replace the Optus supplied NTU.

(iii) You may elect to use your own modem or third party modem with an Optus supplied 5G FWA SIM, where the relevant modem is compatible and is Optus approved

(iv) You must return an Optus supplied modem/NTU. You will return your Optus supplied NTU in good working condition within 30 days of cancellation of the Service and/or the replaced Optus NTU within 30 days of replacement. If you do not return the relevant NTU within this timeframe, you may be required, in Optus sole discretion, to pay a non-return fee of \$330.

(b) Where the SD Internet Service uses the NBN TC4 Express Access Method:

(i) The NTU is an Optus supplied modem and is configured to work with the Optus SD Internet Service over the NBN TC4 Express Access Method only and will not work with other services.

(ii) The Optus supplied modem remains the property of Optus.

(iii) The NTD is an NBN supplied device and remains, at all times, the property of NBN.

- (iv) In response to an Incident and where applicable:
 - A. Optus may elect to replace the Optus supplied NTU;
 - B. NBN may elect to replace the NTD.

4. SERVICE REQUIREMENTS AND LIMITATIONS

4.1 You acknowledge that:

- (a) The Optus SD Internet Service only supports Standard Grade Internet.
- (b) Flex Speed options are not supported or available with the Optus SD Internet Service.
- (c) The Optus SD Internet Service does not support fixed line telephony, back-to-base home alarm systems or medical alert/alarm services.
- (d) Optus does not issue Planned Work notifications for Optus SD Internet Services. Firmware upgrades on the NTU are scheduled during Routine Maintenance without any prior notification.
- (e) The Optus SD Internet Service must only be used at the address provided during the service check. If at any time it's detected that the Optus supplied NTU has been (or is being) used at a different Site other than that provided to Optus in the original service check (service address), Optus reserves the right to suspend or cancel your SD Internet service.
- (f) The Optus Fair Go Policy applies to the Optus SD Internet Service and sets out what we consider 'unreasonable' or 'unacceptable' use. The policy also sets out your responsibilities when you use the internet, including any content which you publish online or by email. It also confirms steps we may take to ensure and monitor compliance with this policy, as well as setting out our responsibilities to comply with directions from regulatory and other law enforcement bodies. For more information see <https://optus.com.au/fairgo>.

4.2 For SD Internet Service that use the 5G-FWA Access Method, you further acknowledge:

- (a) The SIM provided with this Service will only work with the Optus approved NTU modem.
- (b) Optus has recommended that you position your NTU modem close to a window at your Site to maximise 5G signal strength.
- (c) The SD-Internet 5G-FWA service is only available in limited areas of selected suburbs on the Optus 5G Network. There may be technical or other reasons that affect your ability to access the service on the Optus 5G Network at the nominated address. The service check is an indication that you are within an Optus 5G serviceable area, it does not guarantee that your address is Optus 5G serviceable.
- (d) If you are unable to establish an Optus 5G connection within the first 30 days, Optus reserves the right to cancel your Service Contract without applying cancellation fees.
- (e) 5G coverage and speeds are variable on the Optus 5G Network. Your actual speed will depend on a number of factors including congestion, location and placement of the NTU modem at your nominated address, distance from the Optus 5G tower and any obstructions between the tower and the NTU modem, local conditions, hardware, software and general internet traffic. In the event of an interruption to the Optus 5G Network service, your service may continue to operate on the Optus 4G Plus Network (if available) depending on the nature of the interruption.

- (f) Before relocating to a new address, you must contact us to perform a serviceability check to determine if the SD Internet 5G-FWA access is available at your new address. If your new address is not 5G serviceable, we may offer you an alternative internet service. An alternative internet service, if available, will be based on different technology and will be subject to the relevant Optus service terms, pricing, service limitations and conditions.
- (g) The Optus-supplied NTU modem will be allocated a dynamic WAN IP (IPv4 public address) and will not provide any Public IP Address for the Local Area Network (LAN) side.

4.3 For SD Internet Service that use the NBN TC4 Express Access Method, you further acknowledge:

- (a) Speeds are variable on the NBN and Optus Internet Access Network. Your actual speed will depend on a number of factors including congestion, location, distance from the NBN Access Point and, local conditions, hardware, software and general internet traffic.
- (b) The Optus-supplied NTU modem will be allocated a static WAN IP (IPv4 public address) and will not provide any Public IP Address for the Local Area Network (LAN) side.

5. SERVICE CHARGES

- 5.1 Service Charges will be billed in accordance with the Optus Liquid Infrastructure Standard Pricing Table or as otherwise agreed in your Application. These charges incorporate a flat fee charged and invoiced monthly (Monthly Service Charge), inclusive of all usage both upload and download.
- 5.2 The Service Start Date for the Optus SD Internet Service is deemed to occur on the earlier of:
- (a) the date that the Service is connected to the Optus network; or
 - (b) the 10th day after delivery of the Optus Network Termination Unit.

In the event that the Optus Network Termination Unit or NBN Network Termination Device is not operational on delivery:

- (c) Optus will arrange for a replacement unit;
- (d) the Service Start Date will be deemed to occur on the earlier of the date that the Service is connected to the Optus network or on the 10th day after delivery of the replacement unit; and
- (e) Optus will refund by way of a Service Credit, pro-rata basis, any Service Charges incurred prior to the actual Service Start Date.

6. SPECIAL CONDITIONS

6.1 5G FWA Connection - 50Mbps Download Speed

Where you have 5G FWA Connection:

- (a) If at any time during the Committed Term, you're not satisfied that you are getting download speeds of at least 50Mbps, or you cannot receive a 5G signal at your service address, simply report the issue that you are having to Optus, and Optus will investigate the issue.

- (b) Optus reserves the right to independently test the speed of your connection to verify the download speed. If Optus verifies that the connection speed is less than 50Mbps, Optus will offer you an alternative access connection, such as NBN TC4 Express and discuss with you how you may transfer your service to the alternative access connection.
- (c) The provisions in this clause do not affect your rights under any law including any guarantees that cannot be excluded under the Australian Consumer Law.

RELEVANT APPENDICES

Optus Acceptable User Policy located at <https://optus.com.au/fairgo>.

7. DEFINITIONS

Terms not defined in these Service Terms are as defined in the Service Family Terms or the General Terms (in that order) unless inconsistent with the context.

Internet Protocol television (or IPTV) is the delivery of television content over a user's regular internet service using Internet Protocols.

DDoS means distributed denial of service.

Domain Name Server (or DNS) means a list of the appropriate IP Address locations to direct Email traffic and maps to the IP Address of a specific device/host.