

PRODUCT TERMS

SERVICE DESCRIPTION: OPTUS ADVANCE SERVICE

SERVICE FAMILY TERMS

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: [Optus General Terms](#)

1.2 Service Description

This Service Description for the Optus Advance Service comprises the following Parts:

- Part 1: Service Family Terms (applicable to all Optus Advance Services); and
- Part 2: 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) 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 order of precedence set out in the General Terms.

1.5 The Agreement

- (a) The Optus Advance 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.

2. SERVICE FAMILY TERMS

2.1 Optus Advance Service:

(a) The Optus Advance Service is a suite of configurable, integrated IP network-based communications products designed to provide a converged voice and data communications solution for business customers, providing wide area networking, voice telephony and managed customer edge device solutions via the Optus Network.

(b) Each of the Service Options are provided according to a product hierarchy comprised of; an Access Method, base service features (the essential components of the Service), and optional value-added service features.

3. SERVICE OPTIONS

3.1 Service Options:

(a) The Service Family Terms apply to the Optus Advance Enterprise Internet Service option (**Service**).

3.2 Associated Services:

IMPORTANT NOTE ON MY BUSINESS PORTAL (“MBP”)

The self-service features are not currently available on MBP – including but not limited to the following features, mentioned in this Service Description:

- Self-service management in clause 3.2(a)(i);
- Your ability to make changes to your network via self-service in clause 3.2(a)(ii);
- Flex Speed Pack in clauses 4.1(b) and (d); and
- Scheduled Flex in clause 4.1(c).

If you need to make any changes in relation to the above, please lodge a Service Request via the Optus Service Desk or request a ticket via MBP.

We will notify you when the above self-service features are available.

(a) MBP

- (i) The MBP is used to access the self-service management and service dashboard features available for your Optus Advance Service.
- (ii) The MBP 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 MBP are located at: [MBP Portal \(optus.com.au\)](https://optus.com.au). When you use the MBP, 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 Advance Service, you must commit to a minimum service speed for the Committed Term. This is 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.
- (b) Flex Speed Pack
 - (i) Flex Speed Pack is available where supported by the relevant Access Method and the relevant Service Option.
 - (ii) The Flex Speed Pack can be used to temporarily increase the Contracted Speed during the Committed Term for a period of 24 hours, by selecting a different Speed Pack. Incremental charges will apply if you use the Flex Speed feature.
 - (iii) Maximum contracted speed of service when using Flex Speed Pack is limited by the total port capacity/bandwidth of the service. For example, where your Contracted Speed is 600Mbps with a port capacity of 1000Mbps, and you upgrade to a Flex Speed Pack of 2000Mbps, your speed cannot exceed 1000Mbps due to the port capacity limitations.
 - (iv) The availability of Flex Speed Packs are not guaranteed, and Optus does not guarantee that you will always be able to upgrade to a Flex Speed Pack .
- (c) Scheduled Flex (where available)
 - (i) Scheduled Flex – through the MBP, you can schedule an upgrade to the bandwidth, selecting the time and date for the bandwidth to increase and then time and date for the bandwidth to go back to the original setting. The charges are based on the Flex Speed Pack where each pack allows to upgrade the bandwidth for 24 hours.
- (d) Flex Speed Pack- Usage and Charges
 - (i) The MBP will provide you with the applicable charges based upon the Flex Speed Pack you select. If your request for Flex Speed is accepted, you will be charged the new rate provided in the acceptance.
 - (ii) You will be charged on a 24 hour basis. The charges may vary depending on the duration of the Flex Speed Pack usage and type.
- (e) Optus will configure the Flex Speed Pack changes up to and including the Optus managed equipment boundary. Optus will not configure changes on the Customer Premises Equipment (CPE) or any routers. You may be required to make these changes for the Flex Speed Pack change to pass through to your network.

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 Option Terms as 'Related Service Options'. Information on prerequisite Service Options is contained in the Application or as advised by Optus when you lodge the Application.
- (b) You can request a change to selected Service Options in the MBP. 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.

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 meet the Target Service Start Date relating to Individual Services, if set out in the Application, however Optus 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 MBP under clause "Service Implementation" below for a term equal to or greater than the remainder of the Committed Term under the existing Application.
- (d) You may purchase additional service features ancillary to the Service subject to resource availability. These Service Family Terms will apply to those additional service features.
- (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.
- (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 Committed Term for the Service will be a period stated in the Application. You must purchase the Service 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) The Service Start Date for Optus Advance Service is the date that each service is delivered and installed on your Premises (if 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 your Service or change the access technology:
 - (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) different Fault Restoration Targets may apply for different Access Methods, in accordance with Table 2 and 3 (Fault/Service Restoration Target Times) below;
- (vii) 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 charge incurred because of the non-standard installation.
- (viii) if you request to transition your service to an alternate access (for example site relocation), you must have a minimum 12 months remaining on your Committed Term or agree to a new 12-month minimum Committed Term from the Service Start Date of the transitioned service. If your Service is on a month to month Committed Term, you may be charged any additional or once-off build charges.
- (ix) there may be additional in-building cabling required to connect your service via the alternate infrastructure. You must work with the building manager/owner to supply this at your cost.
- (x) if you do not provide the required in-building cabling to support the new alternate infrastructure and Optus service then we may, without liability, cancel or terminate your service.
- (xi) if you do not agree to the transition (where relevant) within the allocated time or do not agree to the applicable Non-Standard Installation Charge, we may, without liability, cancel or terminate your service.
- (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 always remain with Optus.
- (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 all costs and expenses incurred by Optus in making good or replacing the damaged, lost, stolen, or destroyed equipment.
- (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.
- (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 a monthly holdover, you must return or allow Optus to collect these items at the end of that term.

5.4 You agree that Optus may Hard Quarantine (HQ) and Soft Quarantine (SQ) access types, products, and services as required.

- (a) Services in Hard Quarantine - Not Applicable.
- (b) Services in Soft Quarantine - Not Applicable.

6. SERVICE MANAGEMENT

6.1 Service Management Features

- (a) The standard Service Management components consist of the following base service features:
 - (i) Service Desk Support.
 - (ii) Incident Management & Fault Reporting.
 - (iii) Service Maintenance.
 - (iv) Service Requests.
 - (v) Service Transition.
- (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>

- (c) Any additional service management feature or process specific to the Service will be set out in relevant Service Terms for the Service.

7. SERVICE AVAILABILITY TARGET

7.1 Service Availability Target

- (a) Service Availability target 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 based on the Agreed Service Time (AST) and the Downtime (DT) of the Service, according to the following availability formula:

Availability formula

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

- (c) Availability of the Service depends on and is subject to location, the configuration and limitations of the Optus Network and Supplier Networks, and the Access Method used to deliver the Service.
- (d) Actual throughput may vary due to various factors including, without limitation, network overheads, distance from the exchange, selected service, customer equipment, number of concurrent users in the network, your line condition and your hardware and software.
- (e) Optus will use reasonable endeavours to meet the Service Availability targets set out in Table 1 below, but does not warrant, represent, or guarantee the targets will be met or that the Service will be interruption or fault free.
- (f) The Optus Advance Services require power to operate and will not continue to work if power is unavailable at your site. It is your responsibility to provide power to the service equipment. You acknowledge that if continuity of service is essential for your sites, then Optus recommends that the Optus service equipment (Router and / or NTU) and or NBN equipment (where relevant), is plugged directly into your Uninterruptible Power Supply (UPS).

Table 1: Service Availability Target

Feature	Description
Service Availability Target* (single access)	99.95% Optus Fibre 99.9% NBN EE
Management Portal Availability Target	99.90%

Note: * If you require higher Service Availability target you may consider diverse service design.

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.
- (c) The Fault Restoration Targets for each Access Method applicable to all Service Options are set out in Table 2 and 3 below. Fault Restoration Targets are measured from the time that the Fault is either reported to Optus pursuant to section 8(a), or Optus becomes aware of the Fault and are only measured during the applicable Fault Restoration hours. 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.
- (d) 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, fax, e-mail or text message.
- (e) Additional conditions relating to fault restoration, if any, applicable to a Service Options are set out in the relevant Service Option Terms.
- (f) Optus aims to resolve 85% of faults within the Fault / Service Restoration Target Time as set out in Table 2 below.

Table 2: Fault/Service Restoration Target Times

Description	Enhanced 12 - 24/7	Enhanced 8 - 24/7	Enhanced 6 - 24/7	Enhanced 4 - 24/7
Fault Logging	24 x 7	24 x 7	24 x 7	24 x 7
Fault Restoration hours	24 x 7	24 x 7	24 x 7	24 x 7
Service Outage – Response time	2 hours	2 hours	1 hour	30 minutes
Service Degradation – Response time	6 hours	6 hours	1.5 hour	1 hours
Service Outage - Restoration times				
– Metro	12 hours	8 hours	6 hours	4 hours
– Regional	Add 1 Clear Business Day to the Metro time			
– Remote	Add to 2 Clear Business Days to the Metro time			
Service Degradation - Repair times				
– Metro	12 hours	8 hours	6 hours	4 hours
– Regional	Add 1 Clear Business Day to the Metro time			
– Remote	Add 2 Clear Business Days to the Metro time			

Note: For NBN EE- The above SLAs are based on No Optus NTU availability at your premises. In the case where there is Optus NTU and a Field Technician is required to attend a Metro site(s), the above Premium SLA time + 1 Business Day will apply.

Optus will use the default Enhanced 12 - 24/7 SLA options in Table 2 above unless you have upgraded to other SLA options as set out in Table 3 below.

Table 3: SLAs by Access Types and Upgrade Options

Description	Enhanced 12 - 24/7	Enhanced 8 - 24/7	Enhanced 6 - 24/7	Enhanced 4 - 24/7
Optus Fibre	Included	Upgrade	Upgrade	Upgrade
NBN EE	Included	Upgrade	Upgrade	Upgrade

9. SERVICE REBATES

9.1 Service Outage

- (a) A Service Outage is measured from the time that the Fault is either reported to Optus pursuant to section 8 or when Optus becomes aware of the Fault.
- (b) Service Rebates are only payable when:
 - (i) the Fault Restoration Targets are exceeded for restoration of Service Outages as set out in Table 2 and 3 above; or
 - (ii) Scheduled Maintenance exceeds three hours in any calendar month; and
 are capped at the percentage of the applicable Monthly Recurring Charge as set out in Table 4 for the relevant Access Method. Service Rebates are not claimable for Service Degradation.
- (c) Service Rebates will be applied only against the charges payable for Services delivered to the particular Premises affected by the Service Outage.
- (d) If the relevant Fault is in an Asset Transfer Region and the repair requires input from NBN, then a Service Rebate does not apply.
- (e) The Target Restoration Time is measured from the creation date/time stamp of the Incident to the time service restoration is achieved minus any time taken by third parties to investigate and resolve issues that are not related to the Optus network components or Optus equipment.
- (f) 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.
- (g) Service Rebates do not apply to the MBP or any failure to achieve a Service Level Target that is affected by the MBP.
- (h) You must claim any Service Rebate in writing within 20 Business Days from the date on which Optus notifies you the Service Outage is resolved in accordance with section 8.
- (i) If a valid claim is made in accordance with section 9.1 (h), Optus will calculate the Service Rebate for the Service and credit your account with an amount equal to the Service Rebate. Service Rebates are not redeemable for cash.
- (j) Service Rebates (if applicable):
 - (i) are your sole remedy for Interruptions to the Service; and

- (ii) will only be applied against the charges payable for the affected Individual Service.
- (k) Optus is not liable for, and you are not entitled to any Service Rebate where:
 - (i) the relevant Service Outage or provisioning delay is caused directly or indirectly as a result of an Excluded Outage; or
 - (ii) you have any amounts due, which have not been paid by the due date.

Table 4 Service Rebates

Access Method	Service Outage beyond Fault Restoration Target	Service Rebate
All Access Types with a Fault Restoration Target	up to 2 hours	0% (no rebate)
	greater than 2 hours to 4 hours	20%
	greater than 4 hours to 6 hours	50%
	greater than 6 hours	75%

Example: A Metro Optus Fibre (Enhanced 12 – 24/7) Service Outage is reported on Tuesday at 2pm and restored by 5am on Wednesday (15 hour restoration).

Hence:

(15 hours restoration time) – (12 hour restoration target) = (3 hour Service Outage beyond Fault Restoration Target).

Therefore, the applicable Service Rebate is 20% of the Monthly Recurring Charge.

10. SERVICE CHARGES

- 10.1 You will be provided with standard rate card for your Optus Advance Service along with any discounts applied to your services. This rate card along with any applied discounts 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.
- 10.2 In the event that a discount is not included along with your standard rate card, the Optus Advance Standard Pricing Table will apply.
- 10.3 In some cases, non-standard charges, that are not included in the Advance Service rate card, such as Optus fibre builds and/or NBN Fibre builds, will apply and will be included in your charges for the Service.
- 10.4 Prior to the delivery of your Optus Advance Enterprise Internet Service, Optus shall advise you of the relevant Customer Test Notification Date. Optus reserves the right to commence billing for the Service on 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 reasonably notify you of a new commencement billing date.
- 10.5 Optus reserves the right to increase the Monthly Recurring Charge as stated in your Application or other agreement for any 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.

11. MINIMUM COMMITMENT

11.1 This clause 11:

- (a) only applies if a Minimum Commitment for the Services is set out in the relevant Application or statement of work; and
- (b) to the extent of any inconsistency, is superseded by any clause setting out the operation of the Minimum Commitment otherwise in the Agreement.

11.2 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**).

11.3 You will pay the Shortfall amount when we charge the Shortfall amount in the invoice.

11.4 Shortfalls are in addition to any Cancellation Fee, any fund reimbursement and any other charge or fee.

12. CANCELLATION FEE

12.1 Cancellation Fee

- (a) Where a Service or an 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:
 - (i) any unavoidable third party costs that will be incurred by Optus, in respect of the relevant Service or Individual Service for the remainder of the Committed Term; plus
 - (ii) any other up-front costs incurred by Optus in the preparation for or in the setting up of the Service, or Individual Service or Agreement; plus
 - (iii) any costs incurred by Optus in the course of the performance of the Service or Individual Service to the date of cancellation,

less:
 - (iv) 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
 - (v) the extent to which those costs set out in sub-clauses (i), (ii) and (iii) 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 or statement of work.

13. OPTUS OBLIGATIONS AND REQUIREMENTS

13.1 Routine Maintenance Window

Optus is entitled to conduct Routine Maintenance without prior notice to you, in accordance with the following conditions:

- (a) Optus requires outage windows to be available for Routine Maintenance from 2am to 6am every Monday morning, to be used at the discretion of Optus ("Outage Windows");
- (b) the target maximum impact to the Service during each Outage Window if used for Routine Maintenance is 10 minutes; and
- (c) the maximum total outage to you due to Routine Maintenance conducted during Outage Windows for any calendar month is targeted to be no more than 30 minutes.

14. YOUR OBLIGATIONS AND REQUIREMENTS

14.1 MBP

- (a) Optus will provide a MBP for you to design and configure your network. Optus will manage this MBP infrastructure to ensure its security and availability within the Service Availability set out in clause 5 above.
- (b) You are responsible for initiating changes on your network in the MBP. 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 the applicable rates in the Standard Pricing Table.
- (c) Apart from network configuration set out in clause 14.1(b) above, you must not make any alterations, additions, or improvements to the MBP. Any additions, alterations or improvement to the MBP requested by you, will be at Optus' sole discretion and, if agreed, will be charged at the applicable rates in the Standard Pricing Table.

14.2 Additional Responsibilities

- (a) Your additional responsibilities include:
 - (i) instituting and following appropriate operating procedures, re-start and recovery routines and other procedures and safeguards as requested by Optus.
 - (ii) referencing the applicable Optus case number when making enquiries about the progress of an open case.
 - (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 not resupply or redistribute the Service (or any part of it).

14. THIRD PARTY PRODUCTS AND SERVICES

- 14.1 The Optus Advance 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.

- 14.2 You acknowledge that:

- (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 must 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 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

15. SPECIAL CONDITIONS

15.1 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) 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.

- (c) The Fair Go Policy applies to the Service and the website is: [Appendices \(optus.com.au\)](https://www.optus.com.au). Use of the Service to provide a free Public Wi-Fi service or a free Wi-Fi Hotspot is not in itself a contravention of the Fair Go Policy.

15.2 NBN Terms and Conditions

- (a) Special conditions apply to the Service when you acquire an Optus Advance Service that uses a NBN Access Method ('**NBN Terms and Conditions**'). The NBN Terms and Conditions are set out in Appendix A of these Service Family Terms.

16. CONSEQUENCES AT THE END OF SERVICE

- 16.1 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.

17. 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 Line	means a line or link, and ancillary facilities, over which the Service is delivered, connecting a telephone or other equipment to a local exchange of a Supplier Network
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 Co 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	means services that are ancillary or optional additional services that may be acquired alongside a particular Service Option, as set out in the Service Option Terms
Business Day	means is 8am to 5pm, Monday to Friday, excluding public holidays
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 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.
Data Centre Location Type	means a service that is delivered to a Data Centre where Optus Advance Service 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	means refers to the agreements Telstra has entered into with NBN Co 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
Ethernet	means the common form of service interface using twisted pair cables and 8P8C modular connectors that connect the Optus Advance Service to your Service Delivery Point
Excluded Event	means a breach of the Agreement by you, an act or omission of you or any of your Personnel or an End User, or a failure of your equipment
Excluded Outage	means Scheduled Maintenance, Routine Maintenance, Service Degradation, Excluded Event and or Force Majeure Event
Fault	means a Critical Fault, Major Fault, or Minor Fault
Fault Restoration Targets	means the fault restoration targets for restoring a Service Outage or a Service Degradation applicable across all Optus Advance Service Options and for each Access Method as set out in Table 2, 3 and 4 of the Service Family Terms
Flex Pack	means the additional speed capacity that can optionally be used for temporary upgrades up to 24 hours
Hard Quarantine (HQ)	means in respect of a specified access type, product or service a) that access type, product or service can no longer be sold to new customers; b) existing customers will not be permitted to renew their Agreement for that access type, product or service; and c) moves, adds and changes for that access type, product or service will not be accepted by Optus

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
IPsec	means IP security
LAN	means local area network
Major Fault	means partial loss of a service or to a fault that renders the service impaired but still useable
My Business Portal (MBP)	means the graphical user interfaces that provide visibility, management and network configuration of the Advance services, also known as the 'My Business Portal' or "Enterprise One"
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 Recurring Charge	means the monthly reoccurring charges payable for the Committed Term of the Agreement based upon your selected individual pricing plan as set out in the 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 B-NTD (NBN Business Network Termination Device)	means NBN's termination device located at the customer's premises for Enterprise Ethernet access
NBN EE (NBN Ethernet over National Broadband Network Enterprise Ethernet)	means a customer access type using the NBN network to connect to your Service Delivery Point. This is an On-Demand Layer 2 NBN fibre access that delivers symmetrical speeds for up to 10Gbps using High, Medium or Low Class of Service to prioritise traffic on the NBN networks.
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 (TC1)	means a symmetric, committed information rate (CIR) designed for real-time voice applications
NBN Traffic Class 2 (TC2)	means a symmetric, committed information rate (CIR) speed designed for real-time, interactive multimedia applications
NBN Traffic Class 4 (TC4)	means a asymmetric, best-effort, peak information rate (PIR) speed designed for "best effort" applications.
No NTU	means there is no Optus provided NTU (Network Termination Device) with the service. Service demarcation point will be NBN's NTD or B-NTD
Optus Fibre (Ethernet to Building and/or Data Centre)	means a customer access type using Direct Fibre to connect to your Service Delivery Point. In case of Data Centre then it is up to your Service Delivery Point with one of our Data Centre Locations
Outage Window	has the meaning given to it in section 12 1(a)
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

Proactive Monitoring	has the meaning given to it in the Optus Managed Services where the Optus team will start working on the service outage fault which is triggered by Optus NTU if it is part of the service. This feature will not available without an Optus NTU.
Provider Edge Routers	means our routers that provide connection from our customers Service Delivery Point across our Access networks to our core network
Ready for service date	means has the meaning given in the Migration Plan
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
Rollout Region	means has the meaning given in the Migration Plan
Routine Maintenance	means maintenance conducted on the Optus Network during the Outage Windows
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
Service Availability	means 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
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 Advance Service
Service Family Terms	means the terms set out in Part 1 of this Service Description
Service Interface	means an internationally compliant standard interface for connection at each Service Delivery Point

Service Options	means the available service options identified at the beginning of this Service Description
Service Outage	means 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 discounted off the next month's Monthly Recurring 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
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
Shortfall	is as defined in clause 11.2 in the Family Terms.
Soft Quarantine (SQ)	means in respect of a specified access type, product or service (a) that access type, product or service can no longer be sold to new customers; (b) existing customers will not be permitted to renew their Agreement for that access type, product or service; and (c) moves, adds and changes for that access type, product or service may be accepted by Optus where a comparable alternative is not available
Target Restoration Time	means has the meaning given to it in the Service Rebate section of these Service Family Terms
Target Service Start Date	means the date requested by you and/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
ULLS	means Unconditioned Local Loop Service as defined by the Australian Competition and Consumer commission and is used in the delivery of Optus DSL services

APPENDIX A

NBN TERMS AND CONDITIONS

- (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 Fibre Build - EEBC (Enterprise Ethernet Build Contract)**
 - (i) **NBN Service Feasibility Assessment:** If during Service Feasibility Assessment NBN determines that a Site Feasibility Study is required, you may choose to:
 - (a) proceed with the Site Feasibility Study, in which case, you will be liable to pay the Site Feasibility Study charge of \$500; or
 - (b) discontinue the Service Feasibility Assessment process, in which case the request for the Site Feasibility Study will be cancelled.Optus will invoice the above charges to you.
 - (ii) **NBN Amending Fibre build Contribution costs:** If at any time prior to the commencement of the Build Phase, NBN determines that NBN's costs of performing the Fibre build are, or are likely to be:
 - (a) 20% or more; or
 - (b) \$20,000 or more,than NBN had estimated at the time of completing the Service Feasibility, NBN may introduce or amend the Fibre Build Contribution and notify you of the new or amended Fibre Build Contribution, in which case Optus will pass on the charges to you.
 - (iii) **NBN EE Fibre Build:** NBN may, from time to time, provide an indicative timetable showing the anticipated time for completion in respect of each Premise. Any such timetable is indicative only. It does not constitute or amend the Committed Delivery Date for any corresponding ordered product and must not be relied upon by you.

NBN will notify you of its intention to cancel an order, and reasons for doing so, at least 10 Business Days prior to cancelling the Order. Optus will pass on this notice as required.
 - (iv) **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.

(v) **Customer Cancellation Order:** You may cancel an Order for a Fibre Build by cancelling an order placed by you under the WBA for NBN™ Enterprise Ethernet to be supplied at a Premises. If you receive a notice from NBN under section 15.2(c)(ii) and you do not confirm to NBN that you accept the amended or new Fibre Build Contribution within 10 Business Days of such notice you will be deemed to have cancelled the Order for the Fibre Build to which the new or amended Fibre Build Contribution relates.

(vi) If you cancel an Order for a Fibre Build: You must pay a Cancellation Fee unless:

- (a) you cancel the Order within 5 Business Days of being notified that the committed delivery date for the corresponding ordered Product exceeds your Required Date; and is more than 65 Business Days after the date on which the Order was submitted; or
- (b) you cancel the Order within 10 Business Days of receiving a notice from NBN in accordance with section 15.2(c)(ii), or
- (c) you cancel the Order in accordance with section 15.2(c)(v).

Except in respect of a cancellation described in section 15.2(c)(vi)(a), (vi)(b) and (vi)(c) you must pay the Fibre Build Contribution if you cancel an Order during the Build Phase or Pre-Delivery Phase.

(vii) **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.

(viii) **Variation regarding Orders and Charges**

- (a) Subject to section (viii)(b), NBN may change any of the following sections, Ordering Process, amending Fibre Build contribution, Cancellation of a Fibre Build and Credits, rebates and penalties by giving at least 30 Business Days' notice to you of the variation.
- (b) NBN must (i) prior to issuing a variation notice, consult with you in relation to the proposed change; and (ii) not modify charges under to increase a Cancellation Fee to more than 120% of the amount of that Cancellation Fee at the commencement date.
- (c) Each change made by NBN under this section 15.2(c) (viii) will only apply in respect of any new Order placed on or after the effective date of the variation.

(ix) **Variation for regulatory reasons**

- (a) If NBN reasonably believes that a variation to this Agreement is required (i) as a result of a Regulatory Event; or (ii) to comply with the requirements or consequences of its Non-Discrimination Obligations, NBN will notify you of the terms of the proposed variation (Proposed Regulatory Variation Notice).
- (b) 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.
- (c) 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), (i) 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 in section (ix)(a); and (ii) 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 section (ix)(a) will apply.

- (d) **Site Activities:** You agree and acknowledge 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.
- (e) **Compatibility:** You must ensure that all your equipment and that of an End User is compatible with the equipment and services supplied by NBN Co, as notified by Optus from time to time.
- (f) **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.
- (g) **ULLS Disconnect Consent:** If you order a Service using the EoNBN Access Method in respect of a premises, and we are the sole provider of Carriage Service to that premises using ULLS and you wish to discontinue all Carriage Service supplied by us to that 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 means that priority assistance services may not work.
- (h) **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 regards 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.
- (i) **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 NBN Access Methods 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.

- (j) You acknowledge that the above is 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.

SERVICE TERMS

SERVICE OPTION: OPTUS ADVANCE ENTERPRISE INTERNET

This Service Option forms part of Optus' Advance Service.

The Advance Service Description comprises the following Parts:

- Part 1: Service Family Terms (applicable to all Optus Advance Services); and
- Part 2: The Service Terms.

The Service Option Terms are separate terms applicable to each of the Optus Advance 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

- 1.1 The Optus Advance Enterprise Internet Service Option is an internet service designed for business use and delivered via multiple access options such as Optus Fibre and the NBN Network utilising Ethernet termination at the Service Delivery Point on your Premises (the "**Service**").
- 1.2 The Optus Advance Enterprise Internet Service Option can be supplied as:
- (a) an Optus Advance Enterprise Internet Professional service which is a premium grade internet service. Enterprise Internet Professional is flexible in nature where different combination of features can be selected; or
 - (b) an Optus Advance Enterprise Internet Essential service which is a simplified plan-based internet service offering limited access options. You can upgrade the plans by purchasing additional feature add-ons; e.g., SLA, Class of Service etc.
- 1.3 Quality of Service (QoS)
- You can prioritise your applications using the QoS markings which will be honoured by the Optus Network. To take the benefit of QoS, all customer sites must be on the Optus Advance Enterprise Internet.

2. SUPPLY, USAGE AND FUNCTIONALITY

2.1 Service Provision

The following Access Methods are available with the Service:

- (i) On-net fibre access (Optus Fibre);
- (ii) Extended NBN access (nbn EE);

2.2 Service Charges

- (a) Usage charges will be billed according to one of the following methods:
 - (i) Subscription: invoiced monthly in advance for your Monthly Usage Allowance. Additional megabytes above the Monthly Usage Allowance will be charged in arrears at an overflow rate per megabyte or per hour (as applicable).
 - (ii) Flat Rate: a flat fee invoiced monthly in advance, inclusive of all usage both upload and download.

- (iii) Usage: a flat fee invoiced monthly in advance and a rate per megabyte charged monthly in arrears.
 - (iv) 95th Percentile (P95): a recurring fee invoiced monthly in advance based on a committed bandwidth amount. Bandwidth usage samples are collected every 5 minutes during the month and sorted from highest to lowest, with the top 5% of the peak traffic (equating to 36 hours during a 30-day month) removed and the next highest usage sample recorded being the billable value for the month and charged in arrears at the predefined excess usage rate per megabit per second (in addition to the abovementioned recurring fee).
 - (v) Aggregated: a flat fee invoiced monthly in advance which covers multiple services of any access or bandwidth, where the usage of all Individual Services are aggregated into a single Subscription, 95th Percentile or Usage rate plan (for the purposes of excess usage).
 - (b) Advance Routing Charges: this includes the enabling of static and/or BGP routing.
- 2.3 In the event that provisioning is delayed due to you not taking all reasonable steps in supporting the provisioning of an Individual Optus Advance Enterprise Internet service (for example, you or an End User fails to provide Optus Personnel with access to the Premises or you or an End User cancels a scheduled service provisioning or delivery date), Optus will be deemed to have started supplying that Individual Service and may begin billing you on the Customer Test Notification Date.
- ### 3. YOUR OBLIGATIONS AND REQUIREMENTS
- 3.1 You must provide:
- (a) Optus with all routing information Optus deems necessary for it to provide and maintain the Service (including Domain Name Server);
 - (b) any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service;
 - (c) accurate details of the prefix list you intend to advertise via BGP routing and ensure that Optus is provided with notification of any changes to that routing information; and
 - (d) IP prefixes (IPv4/IPv6) with valid ROA, which can be validated by RPKI system.
- 3.2 Optus has an obligation to protect any prefix flooding which can cause disruption to Optus internet services. Optus has implemented a maximum allowed prefix limit on BGP routing enabled services. In the event that your internet service exceeds the configured maximum allowed prefix, Optus will drop your BGP routing session for at least 30 minutes.
- 3.3 Optus will not be responsible for any failures in the Service arising from your failure to comply with the obligations in this section 3.1 (a) – (d) and 3.2 above.
- 3.4 If requested by you in the Application (or subsequently requested in writing and agreed to by Optus), Optus will provide you with IP Addresses for use on your network in accordance with APNIC's rules. You acknowledge that:
- (a) IP Addresses are a limited worldwide resource allocated by APNIC. The allocation and distribution by Optus of IP Addresses to you will be conducted at Optus' discretion. Any additional IP Addresses allocated to you after the initial allocation may incur an additional charge;
 - (b) IP Addresses allocated to you are not portable and may only be used or advertised on the Optus Network; and

- (c) if Optus is required to withdraw previously allocated IP Addresses, it will use reasonable endeavours to notify you of the withdrawal.

4. SERVICE AVAILABILITY, FAULT REPORTING AND SERVICE REBATES

- 4.1 The Service Availability target for the Service is determined by the Access Method used to provision the Service, as set out in your Application, and at section 8 (Table 2) of the Service Family Terms.

5. SPECIAL CONDITIONS

- 5.1 None

6. RELEVANT APPENDICES

- 6.1 None

7. DEFINITIONS

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

APNIC	means Asia-Pacific Network Information Centre, the organisation responsible for managing the allocation of IP Addresses in the Asia Pacific region, including Australia.
BGP	means Border Gateway Protocol (BGP), which refers to a gateway protocol that enables the Internet to exchange routing information between autonomous systems (AS). As networks interact with each other, they need a way to communicate. This is accomplished through peering BGP makes peering possible.
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
Gold DDoS Service	means a solution that provides the ability to self-mitigate
Internet	means a standardised worldwide network of networks interconnecting countries using the TCP/IP protocol suite
IP Address	means an identifier for a computer or device on a TCP/IP network
Monthly Usage Allowance	means the volume of megabytes or hours as specified by you for a Service in the Application (or statement of work)
ROA	means Route Origin Authorisation, which is a cryptographically signed object that states which Autonomous System (AS) is authorised to originate a particular IP address prefix or set of prefixes
RPKI	means Resource Public Key Infrastructure (RPKI), which is also known as Resource Certification, is a specialised public key infrastructure (PKI) framework to support improved security for the Internet routing infrastructure